TOWN OF BAY HARBOR ISLANDS

January 12, 2022

AGENDA

STATEMENT OF DECORUM

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

SPECIAL NOTICE – HYDRID / VIRTUAL MEETING

Pursuant to Ordinance No. 1059, the Town of Bay Harbor Islands Regular Council Meeting will be held as a Hybrid Meeting where a quorum of the Town Council will be physically present at the Town's 95th Street Park located 1185 95th, Bay Harbor Islands, FL 33154. The general public and other members of staff will be able to view and participate in the meeting (Virtually) by utilizing the Zoom video conferencing platform.

Zoom Link: https://us06web.zoom.us/j/86227050776
Meeting ID: 862 2705 0776
To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

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

US Toll Free Number: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 312 626 6799 or 1 646 558 8656 or 1 301 715 8592
Meeting ID: 862 2705 0776
Participant ID: Press the # key
To request to speak: Dial *9 on your telephone device to activate the "Raise your Hand" feature on the zoom platform.

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

TOWN ATTORNEY'S REPORT:

1. Report of Special Counsel Benedict P. Kuehne on a complaint filed by Town Clerk Alba L. Chang.

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:

2. **Consideration** and **Approval** of new appointment and re-appointment to the Design Review Board for the Term 2021-2023. Enclosed is a list of Board Members who are seeking re-appointment and one (1) new request for appointment.

   STAFF RECOMMENDATION: Council Discretion

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. **Consideration** and **Approval** of the following Meeting Minutes:
   a. Public Hearing - November 10, 2021
   b. Regular Council Meeting - November 10, 2021
   c. Special Council Meeting - November 30, 2021

4. **Consideration** and **Approval** of a resolution authorizing the Town to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a unified plan for the allocation and use of opioid litigation settlement proceeds. Enclosed is a copy of the Proposed Resolution, Interlocal Agreement and other supporting documents.

5. **Consideration** and **Approval** of Hazen and Sawyer's (Hazen) engineering services proposal for the amount of $41,740 to provide assistance to the Town in addressing the Cycle 3, Phase 1 Sanitary Sewer Evaluation Survey (SSES) requirements of the Miami-Dade County Department of Regulatory and Economic Resources (DERM) due on November 12, 2022.

6. **Consideration** and **Approval** to issue a Request for Qualifications (RFQ) to get an Engineering Design Consulting Firm for the planning evaluation, preparation of Concept Design and Design Criteria Package and serve as Owner's Rep for the Broad Causeway Drawbridge Replacement Project. Enclosed is a copy of the proposed Request for Qualifications Packet.

7. **Consideration** and **Approval** of Scope and Fee proposal by BCC Engineering Inc. in the amount of $133,360 to provide the Town with inspection, design, pre and post bid services, bid analysis, contractor's recommendation and CEI services for repairs to the Indian Creek Bridge (No. 875013) identified in the Annual Bridge Inspection Report conducted by Marlin Engineering in August 2021 for FDOT. Enclosed are copies of the proposal.

8. **Consideration** and **Approval** of Scope and Fee Proposal from Chen Moore and Associates, Inc. (CMA) in the amount of $80,271.50 for the design (including land surveying and geotechnical evaluation), permitting, bid support services, construction administration services, including weekly inspections. Enclosed is a copy of the proposal by CMA.

9. **Consideration** and **approval** to piggyback off the City of Sarasota, Florida contract with LMK Pipe Renewal in an amount not to exceed $200,000 for the continuation of sanitary sewer Cured-in-Place Pipe (CIPP) lining. Enclosed are copies of the bid documents and other supporting documents.

10. **Consideration** and **Ratification** of Enterprise Fleet Management Lease Rate Quote for six (6) Ford Police Interceptors at $712.96/per vehicle for 5 year term in an amount not to exceed $45,000 for Fiscal Year 2022 to procure necessary vehicles for Police Department field operations. Enclosed are copies of the quote documents and other supporting documents.

11. **Consideration** and **approval to** piggyback off the Broward County P25 System and Services Agreement R1422515R1/P1 with Motorola Solutions to procure a Radio Communication System for the Police Department in the amount of $124,520 for a 60-month lease term, pursuant to Section 2-1(6) of the Town Code.

12. **Consideration** and **Approval** to piggyback off a Miami-Dade County Contract (8254-/22-1) for continuing services for reproduction and binding services with Blue Digital Corporation. Enclosed is a copy of the Miami-Dade County contract and other supporting documents.

13. **Consideration** and **Approval** to procure twenty-six (26) Dell rugged laptops from SHI International Corp in the amount of $50,156.60 for the Police Department to replace out-of-lifecycle equipment. Enclosed is a copy of all estimates submitted.

STAFF RECOMMENDATION: Approval **POLL VOTE**

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

14. **Consideration** and **Approval** of an ordinance on first reading requested by Council Member Leonard to permit artistic murals, graphics, or Town-created marketing information to be placed on the exterior face of temporary construction fences for aesthetic enhancement. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE I, SECTION 5-5 ENTITLED CONSTRUCTION SITE OPERATIONS; AMENDING CHAPTER 23, ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12, ENTITLED GENERAL PROVISIONS, PARAGRAGH 22, BY ADDING SUBPARAGRAGH (K); AS IT RELATES TO THE EXTERIOR FACE OF TEMPORARY CONSTRUCTION FENCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion **POLL VOTE**

15. **Consideration** and **Approval** of an ordinance on first reading requested by Vice Mayor Tricoche amending Chapter 23 of the Town Code to establish additional regulations for vacation rentals on the Town's East Island. Enclosed is a copy of the proposed ordinance on first reading.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE VI, SECTIONS 23-72 – 23-76 ENTITLED VACATION RENTALS; TO ESTABLISH ADDITIONAL REGULATIONS FOR VACATION RENTALS ON THE TOWN'S EAST ISLAND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion **POLL VOTE**

DEFERRED ITEMS:

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

16. **Discussion** and **direction** regarding the remodeling of the interior of the Council Chambers. Enclosed are proposed rendering options for discussion.

17. **Consideration** and **Approval** of a Parking Trust Payment Agreement with Bay Harbor Islands Property Owner I for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed "La Baia" project to be located at 9161 & 9201 East Bay Harbor Drive. Approval of alternative parking arrangements, including tandem and valet parking, to satisfy parking requirements per Code, Section 23-30 (f). Approval of conditions for alternative parking arrangements and use of Parking Trust pursuant to revised site plan application. Enclosed is a copy of the proposal setting forth the terms of the agreement and a copy of the related section of the Town Code.

STAFF RECOMMENDATION: Council Discretion

DISCUSSION ITEMS:

18. **Discussion** requested by Council Member Bruder regarding future plans for Block 11 Parking and the feasibility of building a Municipal Parking Garage behind Town Hall.

19. **Discussion** requested by Council Member Leonard to consider amending the Town Code to add new incentives, including possible reduction in parking for the Town's Sustainable Building Program. Enclosed is a copy of the staff report prepared by Michael Miller, Town Planner.

20. **Discussion** and **possible action** of contract award to Beefree, LLC dba Freebee for Shuttle and/or On-Demand Transit Services for the Town; subject to the Town Attorney's approval with possible modifications related to the Shuttle and on-demand Scope of Service, and the geographic area for pick-up. Enclosed is a copy of the Proposals.

STAFF RECOMMENDATION: Approval **POLL VOTE**

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
January 12, 2022

ITEM NUMBER: 1.

ITEM: Report of Special Counsel Benedict P. Kuehne on a complaint filed by Town Clerk Alba L. Chang.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk
Joseph Geller, Town Attorney

ATTACHMENTS

1.	Report to Bay Harbor Islands.Final.With Attachments.1-5-2022

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BROWARD COUNTY OFFICE
1926 Harrison Street
Hollywood, FL 33020

REPLY TO: Miami

January 5, 2022

Joseph S. Geller
Town Attorney, Town of Bay Harbor Islands
Greenspoon Marder, LLP
200 E Broward Blvd Ste 1800
Fort Lauderdale, FL 33301-1963
joseph.geller@gmlaw.com

Re: *Complaint by Alba L. Chang, Town Clerk*
Reference: Bullying in the Workplace
Dated April 23, 2020 [sic 2021]
Special Report of Inquiry

Dear Mr. Geller:

I was assigned as Special Counsel for the Town of Bay Harbor Islands to conduct an inquiry concerning the Complaint by Town Clerk Alba L. Chang alleging workplace bullying by Town Council Member Jordan W. Leonard. The complaint, dated April 23, 2020 [sic 2021], stated Clerk Chang was subjected to bullying by Council Member Leonard on April 21 & 22, 2021.

My assignment was to conduct a thorough evaluation of the available evidence and information, and report to the Town Attorney for consideration by the Town Council. This submission is my Special Report on the matter.

A. Complaint Summary.

Alba L. Chang is the Clerk of the Town of Bay Harbor Islands. The Town Clerk is a Charter Officer appointed by the Council in accordance with Section 3.02(a) of the Town Charter. Her

appointment by the Council on October 28, 2020, was made effective as of February 28, 2021.

Clerk Chang's complaint, alleging "Bullying in the Workplace" by Council Member Leonard W. Jordan, was directed to Town Human Resources Manager Shaun Gelvez by letter dated April 23, 2020 [sic 2021] (**Attachment A**). The transmittal letter states:

> RE: Bullying in the Workplace
>
> Dear Ms. Gelvez,
>
> Per our conversation, I hereby submit a formal complaint for Bullying that I have been subjected by Council Member Jordan W. Leonard. In accordance with section 2.5 of the Employees Policies & Procedures Manual, "*Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group*".
>
> Attached is a summary of events that I believe constitute bullying. These incidents are severely affecting my efficiency in the workplace and peace of mind. I hereby request that this complaint be investigate and hope that is addressed accordingly.
>
> Should you require additional information from my behalf please do not hesitate to contact me.
>
> Sincerely,
>
> Alba L. Chang,
> Town Clerk

Attached to the complaint was a narrative chronology of relevant occurrences in April 2021 described by Clerk Chang (**Attachment B**). The narrative identified five events relevant to her complaint, three of which involve Council Member Leonard:

- April 14, 2021 – Organizational Meeting

> Consideration and Approval of a resolution to appoint a Town Clerk and a Deputy Town Clerk.
> ACTION: Unanimously approved by the Town Council.

- April 20, 2021 - Regular Council Meeting

> Re-approval and ratification to appoint Alba L. Chang as Town Clerk and Yvonne Hamilton as Deputy Town Clerk.
>
> Council Member Leonard led a discussion to remove the Town Clerk, the conversation was held in a public meeting that is currently available on demand on the Town website.

- April 21, 2021 at approximately 9:30 a.m. Council Member Leonard came into my office to discuss what happened at the April 20th Meeting and stated if I was open

to options? I proceeded to tell him I was open to listening to his option. The conversation started with him providing a background history of his career as a City Clerk, Assistant City Manager, and local government. He told me that he did not understand why I had taken a vacation the day after (April 14th Meeting) the cancelled regular council meeting. I explained to him that my vacation time was pre-approved months ago and that these were not new plans. I also explained that even though I was on a family vacation, I worked on Thursday, April 15th past midnight to finalize and reschedule the Regular Council Meeting. He then stated that I was not the right person for the Town Clerk position, and it was not a personal attack and that it was his duty as an elected official to bring up these items. 30 minutes into the conversation, he again asked me if I was open to options, I told him I would listen. He offered a severance package of 10 weeks paid salary for me to accept a resignation. I told him I was in no position to give him an answer at that moment, as I had not slept or eaten since the occurrence of the Council Meeting when he tried to fire me, and I was extremely uncomfortable and nervous at that moment. I told him I would try to provide an answer by Friday or Monday.

- On April 22, 2021, I met with the Town Manager multiple times where she stated that she was sorry about how I was treated but that her training at her prior job was that she should not interfere with the Council Meeting discussions. She asked if there was anything, she could do to help to make the situation better or moving forward at the meeting to stop the attacks on staff.

- On April 22, 2021, I called Council Member Leonard in the afternoon and he did not respond, and proceeded to send him a text message to please contact me. He returned my call that same evening at approximately 9:00 p.m. and asked if I needed anything from him. I advised him that I was not going to consider his offer. During the conversation, he also told me that Maria Lasday (Town Manager) had mentioned to him that there were people in Town that were rattled by what happened at the April 20th Meeting. He asked if I had anything to do with how people (employees, residents, and business owners) were reacting to what transpired at that meeting. I told him that there were residents, business owners and employees that reached out to me that were very upset about his comments at the meeting. He again asked why I would not consider the offer and I told him that I did not want to. He was persistent during the conversation and continued to ask why not?? The conversation left me very anxious as I felt emotionally attacked and forced to consider this option or I would be terminated at the next meeting if I did take what he was offering me. I then clarified his offer – should I resign as the Town Clerk and that he would give me a 10-week severance ($21,000). He answered yes, that was his offer and that if I took it he would not have a full blown discussion at the next meeting as to why he thought I should not be the Town Clerk but that If I didn't take the offer and resign prior to the next meeting that I would basically have to sit through a full discussion of why I was not fit as a Clerk. He asked if the amount he offered was the cause for me not to consider the offer? He stated that I better be prepared for the meeting because he was going to have a long list of items, he was going to bring against me. I re-iterated to him that I was not going to take his offer to resign.

B. Executive Summary of Report.

Upon reviewing the complaint, the inquiry focused on examining relevant Town policies and procedures governing

workplace harassment. The Town Employee Policies & Procedures Manual (**Attachment C**) includes in Section 2.5 the Town's Anti-Bullying Policy as a component of the Town's Harassment-Free Workplace. This guidance "applies to all employees of the Town" and makes no distinction between Charter officials and other staff. The Employee Policies & Procedures Manual, issued by the Town Manager, "serves as a representation of the relationship, obligations, and expectations between employer and employee." Employee Manual, Section 1.1.

Guided by the Manual's description of the scope and form of the Town's Investigation (Employee Manual, Section 2.5, pages 12-14), I conducted a thorough but confidential inquiry into the specific conduct alleged, including a review of the complaint, an examination of the relevant Council Meeting Minutes (including, among others, the April 14, 2021 Organizational and Regular Meeting and the April 20, 2021 Regular Meeting), the video recordings of relevant Council Meetings, and voluntary interviews with the Town Clerk, Council Member Leonard, Town Manager Maria Lasday, Assistant Town Manager Jenice Rosado, and Human Resources Manager Shaun Gelvez. Summaries of these interviews are collected in Section D of this Special Report.

Based on an evaluation of all information relevant to the complaint, sufficient evidence exists to reasonably establish that the allegations of workplace bullying are neither accurate nor well-founded. While the Town Clerk may subjectively believe she was treated unfairly by Council Member Leonard concerning her fitness for the position of Town Clerk, the facts do not evince the type of abusive and offensive language, insults, unreasonable criticism, belittling comments, or any other conduct consistent with the examples of bullying set out in the Employee Manual at page 10.

Accordingly, the Special Report recommends that this matter be closed with a finding that the complaint is not sustained. All Town employees, including Charter officials, should be reminded, however, of the Town's commitment "to ensure that all employees are treated with dignity and respect so as to be able to work in an environment free of harassment." Employee Manual, page 7.

C. Documents & Material Review.

According to Clerk Chang's complaint, at the April 20, 2021 Regular Town Council Meeting, Council Member Leonard "led a discussion to remove the Town Clerk, the conversation was held in a public meeting that is currently available on demand on the Town Website." The video recording of that meeting confirms Clerk Chang's observation. Council Member Leonard motioned on the public record for a revised resolution to appoint Yvonne Hamilton as Interim Clerk as an alternative to confirming the Council's April 14, 2021 resolution appointing Alba Chang as Town Clerk. The effect of Council Member Leonard's resolution was to terminate Alba Chang as Town Clerk.

Questioning whether Council Member Leonard's motion was procedurally proper, the Mayor and Council obtained guidance from Town Attorney Joseph S. Geller that the Council, in its broad exercise of authority, could properly consider a request to reconsider the ratification question that had been noticed on the agenda. According to the Town Attorney, a person appointed by the Council serves at the pleasure of the Council, and Council Members possess the inherent authority to reconsider prior votes.

Following the Town Attorney's advice, Council Member Leonard restated his motion as one to reconsider the appointment of Alba Chang as Town Clerk. The motion was seconded. The ensuing discussion included comments by Council Members concerning the positive and negative performance of the Town Clerk. The motion failed. During the discussion and throughout the Meeting, Council Member Leonard made no comments of a bullying nature, defined in the Employee Manual as "unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group." Employee Manual, page 10. No Council Member could be heard complaining that Council Member Leonard's comments were of a bullying or humiliating nature, and Clerk Chang did not object at the time.

D. Interviews.

1. Alba Chang, Town Clerk.

Alba Chang's interview was conducted via Zoom on November

12, 2021. She was accompanied by her lawyer, Brendan Coyle.

Clerk Chang is a Certified Municipal Clerk and a member of the Florida Association of City Clerks. She attended programs and classes sponsored by the International Institute of Municipal Clerks. She is continuing her education to achieve certification as a Master Municipal Clerk.

Clerk Chang began her employment with the Town in 2008 and has been continuously employed by the Town in various capacities. She began as an Administrative Assistant at the Broad Causeway Toll Plaza from 2008-2013. She then relocated to the Office of Town Clerk, serving as Recording Clerk, Deputy Clerk, and handling Code Enforcement. On October 28, 2020, she was appointed by the Council as the Town Clerk to be effective February 23, 2021, upon the retirement of Town Clerk Marlene Marante Siegel. The October 2020 vote was 5-2 in favor of her appointment as Clerk, with Council Members Leonard and Tricoche opposed.

The Council approved the Clerk's salary at its March 10, 2021 Meeting by a 5-2 vote, again with Council Members Leonard and Tricoche opposed. Clerk Chang had met individually with Council Member Leonard (and all other Council Members except Member Tricoche) in advance of the March 10, 2021 Meeting to discuss her salary proposal. Council Member Leonard informed her that he thought the requested salary was "too high." Clerk Chang did not recall that Council Member Leonard said anything improper at the individual meeting or the Regular Council Meeting.

The Council Meeting for April 14, 2021, announced as a Virtual Special Council Organizational Meeting, occurred without incident. The Council by unanimous vote approved a Resolution re-appointing the Town Clerk and appointing a Deputy Town Clerk.

But the April 14, 2021 Virtual Regular Council Meeting scheduled to commence immediately thereafter was adjourned prematurely by Mayor Fuller. According to the Minutes, the Meeting was

> continued to a different date since the meeting was not published. He [the Mayor] 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 to manually enter the Zoom Meeting.

During her interview, Clerk Chang explained she immediately "apologized" at that meeting to the Council for the "technical issue" that led to the incorrectly noticed meeting and "took full responsibility." Although she had previously scheduled personal leave to begin the next day, Clerk Chang explained that she worked on Town business throughout her out-of-town travel. While she was away, the Manager had demanded to know from the Deputy Clerk who was "responsible" for publishing the incorrect official notice. The Deputy Clerk was "shaken" by the incident and reached out to Clerk Chang, who explained to the Manager that she (Clerk Chang) took "full responsibility" for the mistake. While still on leave but working from her hotel room, Clerk Chang prepared, noticed, and published the agenda for the April 20 rescheduled meeting. She even spoke with some Council Members about her mistake.

When the Council met for the rescheduled April 20, 2021 Meeting, Clerk Chang was concerned that Council Member Leonard wanted her "fired" because of the mistake. She considered Council Member Leonard's comments on the public record to be "like a personal attack" on her for the error. When Council Member Leonard commented about her traveling out-of-town immediately after the truncated April 14 Meeting, she explained that her travel had been pre-planned. Clerk Chang believed that her acceptance of responsibility for the notification error was sincere and did not warrant Council Member Leonard's effort to have her fired.

The following morning, April 21, 2021, Council Member Leonard came into Clerk Chang's office to speak about what had transpired at the Council Meeting the night before. Clerk Chang was "anxious" and "not feeling well" because Council Member Leonard had made her so "uncomfortable" at the previous day's meeting by trying "to terminate me." Council Member Leonard spoke about his extensive experience in local governments, including serving as a municipal clerk, and suggested that she was "not the right person for the Town Clerk position." Council Member Leonard further explained that he had a "duty" to the Town to raise the issue with her, suggesting she consider accepting a "resignation" with a severance package of ten weeks' pay. At this, Clerk Chang felt "intimidated" and

"threatened because he was offering me money." So, she responded that she was "not in the right state of mind to give an answer." According to Clerk Chang, Council Member Leonard was "not authorized to offer me a severance package based on what I have seen in the Town" because only the Council is allowed to offer severance.

Clerk Chang, who explained in her interview that she had nothing to eat or drink that morning of her meeting with Council Member Leonard, was "extremely uncomfortable and nervous" when Council Member Leonard wanted to know how much time she needed to give an answer. She responded that she would "try to have an answer by Friday." This meeting at her office lasted between one hour and ninety minutes. She did not recall if her office door was open or closed during the discussion.

The next day, April 22, 2021, Clerk Chang had "multiple" conversations with Manager Lasday, both in person and by phone. The Manager said she could not "interfere" with a Council Member's discussions with the Town Clerk since the Clerk worked directly for the Council. Clerk Chang responded that the Manager had an obligation to intervene on her behalf when "attacked" by a Council Member. Clerk Chang told the Manager that she was an "emotional wreck" and felt intimidated by Council Member Leonard. She did not recall accusing Council Member Leonard of "bullying" her.

According to Clerk Chang, "everyone" was shocked when Council Members learned that Member Leonard had offered her a severance. Council Member Bruder, according to Clerk Chang, said Council Member Leonard was "not authorized" to discuss a severance, and Council Member Yaffe asked why Member Leonard would offer a severance package.

Later that same afternoon, Clerk Chang telephoned Council Member Leonard, who did not return the call until approximately 9:30 p.m. She told him she "could not consider" his severance proposal, to which he responded that "people in the Town were rattled" by what happened. He asked her why she would not consider his offer. That conversation lasted about twenty minutes.

The next day, April 23, 2021, she saw the Human Resources Director in the Town parking lot and said she was "not okay" when asked. Clerk Chang was invited to discuss the matter at the HR

Director's office, during which conversation she said she felt "threatened" and "intimidated" by Council Member Leonard's efforts to fire her. She asked if there was any employment assistance she could receive because she was not "emotionally well." The HR Director sent her an email with employee assistance information later that day.

Clerk Chang left work early and composed her April 23 letter and timeline from her home. She promptly sent it to HR Director Gelvez. Since that time, she has had very little interaction with Council Member Leonard.

2. Jenice Rosado, Assistant Town Manager.

Assistant Town Manager Jenice Rosado was interviewed via Zoom on October 14, 2021. She has been employed by the Town for two years, first as the Human Resources Director and then promoted to Assistant Town Manager. She had been an Assistant Village Manager and Human Resources Director for North Bay Village for twelve years. One of her duties as Assistant Town Manager is supervising the Human Resources Department.

Assistant Manager Rosado enjoys a "good working relationship" with Clerk Chang. The first she learned that Clerk Chang complained about Council Member Leonard was when she was shown the complaint by HR Director Shaun Gelvez in her supervisory capacity. She discussed the complaint with the Town Manager, the HR Director, and Town Attorney Geller. Her only reaction upon learning of the complaint was a personal concern for Clerk Chang.

Assistant Town Manager Rosado regularly attends Council meetings. She understands the Town Charter identifies the Council as the Clerk's supervisor. Her impression is that the Council and its members conduct themselves professionally when dealing with Town staff, including the Clerk. She attended the April 20, 2021 Council Meeting, but did not recall anything unusual transpiring involving the Clerk. She had previously made a presentation to the Council at its March 10 Meeting regarding salary ranges for the Clerk and provided guidance to the Council about the salary recommended for the Clerk.

3. Shaun Gelvez, Town Human Resources Director.

Shaun Gelvez, the Town Human Resources Director, was interviewed through the Zoom platform on October 14, 2021. She has been with the Town since February 2021, when she was hired by Town Manager Lasday. She reports directly to Assistant Town Manager Jenice Rosado.

When HR Director Gelvez received Clerk Chang's emailed complaint, she promptly discussed it with Assistant Town Manager Rosado, her supervisor. Due to the Clerk's status as a Charter officer, she decided to forward the complaint to Town Manager Lasday and Town Attorney Geller for handling.

HR Director Gelvez was present at the April 20, 2021 Council Meeting at which Council Member Leonard discussed removing the Clerk. In her previous municipal positions, she had not seen any similar discussions. She described Council Member Leonard as expressing "harsh" concerns about the Clerk but did not think his comments were "harassing or bullying." It was apparent to her that Council Member Leonard was not the only elected official who was "not pleased" with the Clerk's work performance. She recalled that at the Council meeting on March 10, 2021, Council Member Leonard thought the proposed salary for the Clerk was "too high."

4. Maria D. Lasday, Town Manager.

Town Manager Maria Lasday was interviewed via Zoom on September 24, 2021. She was appointed by the Council as Town Manager in September 2020, having previously served as Village Manager for Bannockburn, Illinois. Before that, she was a city administrator in Highwood, IL. She earned her law degree from the University of California, Los Angeles. Prior to working in city government, Lasday was a commercial transactional attorney and a municipal attorney.

In the Council-Manager form of government under which Bay Harbor Islands is chartered, Manager Lasday is a Charter officer who serves as the Town's chief administrative officer. While she has not been asked to provide an opinion on the subject, she considers the Town's Employee Policies & Procedures Manual to apply to all non-elected employees, including the Clerk. The Manual was not adopted

or ratified by the Council.

Although the Clerk does not work for or report to the Manager, the two generally work cooperatively. As a Town Manager with significant local government experience, Manager Lasday has observed inefficiencies in the Clerk's Office, including a delay in preparing Council minutes. Some functions performed by the Town Clerk, such as finance responsibilities, are not consistent with best municipal practices and are being reassigned by the Town Manager.

Town Manager Lasday was made aware of the notice and publication mistake by the Clerk when scheduling the April 14, 2021 Regular Council Meeting. Because of the mishap, the Council was required to convene a Special Council Meeting on April 20, 2021, at which the Council was scheduled to ratify the decisions made at the April 14 Meeting. Council Member Leonard expressed concern with the Clerk's performance at the April 20, 2021 Special Meeting and sought her termination. The Town Manager believed the motion to be consistent with the scope of a Council Member's authority since the Council has the power to terminate the Clerk.

Following the Council Meeting, the Clerk expressed disappointment that the Manager did not "stand up" for or "defend" her in the face of Council Member Leonard's criticism, but Manager Lasday explained that she does not consider her responsibility to include intruding into the relationship between the Clerk and the Council.

After the April 20 Special Meeting, Council Member Leonard expressed an interest in speaking with the Clerk about the quality of her job performance. Town Attorney Geller informed Council Member Leonard that he had authority to speak about her continued employment and could discuss a potential severance package in the event the Clerk opted to resign. But, according to Town Attorney Geller, any termination benefits would have to be determined and approved by the Council at a public meeting in compliance with the Government in the Sunshine Law.

The Town Manager met with the Clerk on April 22, 2021, during which the Clerk complained about Council Member Leonard's treatment of her at the Council Meeting. The Clerk, who was visibly upset, did not complain of bullying or harassment by Council

Member Leonard. By that time, the Town Manager had looked through records of Council Meetings during the time Clerk Chang was the Town Clerk and became aware of discontent on the part of some Council Members with the Clerk's performance. Council Member Leonard had expressed concern about the accumulation of errors in the Clerk's office. While she has not been asked her opinion of the Clerk's performance, the Town Manager recognized there were reasons supporting Council Member Leonard's expressions of deficiencies and discontent with the Clerk's discharge of her duties and responsibilities.

The Town Manager first became aware of the Clerk's complaint of bullying when the complaint was brought to her attention by the Human Resources Director and the Assistant Town Manager. From the time of the Clerk's filing of the complaint, the Town Manager's relationship with the Clerk has been "stressful" but professional.

5. Jordan W. Leonard, Town Council Member.

Council Member Jordan W. Leonard was interviewed via Zoom on October 27, 2021. He described his position on the Town Council as a part-time elected official who donates his $1.00 annual salary to charity. The Town Council is responsible for hiring and terminating only three positions: Town Manager, Town Attorney, and Town Clerk.

Council Member Jordan, who has extensive municipal government experience, including serving as the El Portal Village Clerk, had little confidence in the job performance of Town Clerk Chang. When she served as Deputy Clerk, he regularly spoke with her about the duties and obligations attendant to the work of the Clerk's Office to be helpful to her and the then-Town Clerk. During the time she served as Deputy Clerk, Council Member Leonard did not believe she was ready or prepared to take over the position of Town Clerk, and he voted against her elevation to Town Clerk. When her salary was being set by the Council, Member Leonard believed the recommended pay increase was not justified as a measure of her tenure as a Town employee.

Council Member Leonard expressed his concerns about Clerk Chang's job performance with her, including her inability to effectively communicate, a lack of timeliness in completing projects, and her failure to pay attention to details. On one occasion, the

Clerk's failure to timely agenda and process a matter involving the Transfer of Development Rights (TDR) nearly resulted in serious adverse financial ramifications to the Town.

The failure to properly notice the April 14, 2021 Council Meeting by publishing an inaccurate Zoom ID was entirely the Clerk's fault. The Clerk offered no explanation for her deficiency except to plead that "it won't happen again." The lack of proper notice was first pointed out by a resident at the April 14 Meeting who complained that the Meeting was illegal.

At the rescheduled meeting on April 20, 2021, Council Member Leonard made a motion to appoint Yvonne Hamilton as the Interim Clerk, a resolution that had the effect of terminating Clerk Chang. Although his motion failed, Council Member Leonard did not believe he acted improperly at that meeting or made any comments that could be described as bullying or harassing. Instead, he explained, his motion and discussion focused exclusively on the Clerk's job performance.

Following the Meeting, Council Member Leonard spoke with the Town Manager and Town Attorney about his loss of confidence in the Clerk's ability to properly perform her position. He asked if he could discuss potential severance benefits with the Clerk as an incentive for the Clerk to voluntarily resign her position and was informed by the Town Attorney that it was within his authority to do so. The Town Attorney cautioned that he could not reach any binding agreement with the Clerk in the absence of a Council vote on a severance package.

The following day, April 21, 2021, Council Member Leonard met with Clerk Chang to discuss his concerns about her poor job performance. He suggested he could support a generous severance package if the Clerk voluntarily resigned. He indicated he would speak on behalf of a severance package that was consistent with Florida law at a Council Meeting if the Clerk decided to tender her resignation. He never engaged in any bullying or intimidation during the meeting. He did not demean or humiliate the Clerk, or in any way engage in *ad hominem* attacks. His tone was at all times measured and professional. He offered specific and concrete examples of deficiencies in the Clerk's performance. The meeting ended with the Clerk declining to offer her resignation, despite Council Member

Leonard explaining that if the Council agenda included a discussion of the Clerk's work performance, the Council Members would be obligated by Florida law to address their concerns in a public session.

The next day, April 22, 2021, the Clerk texted Council Member Leonard, asking him to call her. During the ensuing conversation, the Clerk accused Council Member Leonard of not supporting her because she was female, an observation Council Member Leonard flatly denied. Council Member Leonard did his best to keep the conversation professional and focused on what was best for the Town, but Clerk Chang insisted his dislike of her was personal.

Council Member Leonard said that the first mention to him of bullying and harassment came when he was informed of Clerk Chang's complaint against him. Expressing no animosity toward Clerk Chang, Council Member Leonard insisted that his efforts to obtain her removal as Clerk were motivated entirely by what he believed was best for the Town. He contended her complaint of bullying was contrived as a means of protecting her from being discharged by the Council.

When asked, Council Member Leonard offered his opinion that the Town's Employee Policies & Procedures Manual does not apply to a Charter officer.

E. Analysis.

The Town's Employee Manual, if it applies to this situation, defines bullying in Section 2.5, at page 10:

> Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior (see "mobbing" below). Some examples of bullying behavior are:
>
> - Verbal communication

- Abusive and offensive language
- Insults
- Teasing
- Spreading rumor and innuendo
- Unreasonable criticism
- Trivializing of work and achievements
- Manipulating the work environment
- Isolating people from normal work interaction
- Excessive demands
- Setting impossible deadlines
- Psychological manipulation
- Unfairly blaming for mistakes
- Setting people up for failure
- Deliberate exclusion
- Excessive supervision
- Practical jokes
- Belittling or disregarding opinions or suggestions
- Criticizing in public



> Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be, or are taken as, demeaning. While care should be exercised, particularly if a person is reporting alleged bullying as a witness, it is better to be genuinely mistaken than to let actual bullying go unreported.

Using this definition and considering the proffered examples, Clerk Chang's description of Council Member Leonard's comments do not make out a case of bullying, harassment, or intimidation. The comments can best be described as a work performance critique by a person in position of authority to discuss job competence. The discussions at the Council Meeting were done on the public record, included commentary by other Council Members, and were never objected to as bullying, intimidating, or harassing.

Clerk Chang's recollection of her private conversations with Council Member Leonard is equally consistent with a job performance discussion conducted in a professional manner. While it may be human nature to resist criticism when one disagrees with the critique, a supervisor's dissatisfaction with an employee's job performance cannot reasonably be understood as a bullying tactic. In the absence of an *ad hominem* attack, personal or mean-spirited epithets, or unjustified criticism that has no relationship to objective facts, even unwelcome job performance discussions are not indicative

of a harassing workplace environment.

This interpretation of the Town's Anti-Bullying Policy is equally consistent with Florida's anti-bullying law. While addressing the problem of "bullying or harassment of any student or employee of a public K-12 educational institution[,]" Florida's Jeffrey Johnston Stand Up for All Students Act is codified at Section 1006.147, Florida Statutes (2021). The Act contains the following definitions of "bullying" and "harassment":

> (3) For purposes of this section:
>
> (a) "Bullying" includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students and may involve:
>
> 1. Teasing;
> 2. Social exclusion;
> 3. Threat;
> 4. Intimidation;
> 5. Stalking;
> 6. Physical violence;
> 7. Theft;
> 8. Sexual, religious, or racial harassment;
> 9. Public or private humiliation; or
> 10. Destruction of property.
>
> (b) "Cyberbullying" means bullying by technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a web page or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be

accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

(c) "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;

2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or

3. Has the effect of substantially disrupting the orderly operation of a school.

The Act provides further examples of conduct that is deemed to constitute bullying and harassment:

(f) The definitions of "bullying" and "harassment" include:

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed in paragraph (a), paragraph (b), or paragraph (c) by an individual or group with intent to demean, dehumanize, embarrass, or cause physical harm to a student or school employee by:

a. Incitement or coercion;

b. Accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the district school system; or

c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

Nothing in Clerk Chang's description of Council Member Leonard's public and private comments reaches to the level of retaliatory or disruptive conduct. Nor do the expressions of

dissatisfaction with Clerk Chang's job performance constitute intimidation or coercion.

In a different but relevant context, the First District Court of Appeal discussed the extent to which a public official's authorized conduct can nevertheless be considered an exploitation of official authority in *Siplin v. Florida Commission on Ethics*, 59 So. 3d 150, 151 (Fla. 1st DCA 2011). There, State Senator Gary Siplin was accused by the Florida Commission on Ethics of corruptly exploiting his official authority "by asserting his position as a state senator to bully a deputy sheriff into permitting him access to a stadium parking lot through a barricaded roadway." Despite evidence that Senator Siplin repeatedly insisted that law enforcement officers should allow him as a state senator to access the restricted area, the First District concluded that his statements and conduct did not violate the exploitation law because "no law or ethics code … prohibited Siplin from asking to go through the barrier …" *Id.* at 152.

Similarly, in this instance, no law prohibits Council Member Leonard from expressing his opinions concerning Clerk Chang's job performance or asking for her resignation. To the contrary, both the Town Manager and Council Member Leonard agreed that Town Attorney Geller expressly advised that severance discussions were within a Council Member's purview.

Municipal governance requires that officials governed by the Sunshine Law be allowed to offer job performance critiques and criticism on the public record, even as negative comments can be disquieting and possibly even embarrassing to the employee. That is often a consequence of public service in which consideration of the public interest is paramount. Government employees and staff are entitled to be treated fairly and responsibly but cannot be heard to complain that an elected official possessing supervisory authority demeaned, humiliated, or bullied the employee when simply expressing serious dissatisfaction with the employee's job performance.

F. Conclusion.

This matter presents sufficient evidence to reasonably determine that the allegations of bullying and workplace harassment are not true or accurate. Accordingly, the complaint should be

deemed “not sustained.”

Respectfully submitted,



S/ Benedict P. Kuehne
BENEDICT P. KUEHNE

April 23, 2020

Town of Bay Harbor Islands
Shaun Gelvez, Human Resources Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Town of Bay Harbor Islands
Alba L. Chang, Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Bullying in the Workplace

Dear Ms. Gelvez,

Per our conversation, I hereby submit a formal complaint for Bullying that I have been subjected by Council Member Jordan W. Leonard. In accordance with section 2.5 of the Employees Policies & Procedures Manual, "*Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group*".

Attached is a summary of events that I believe constitute bullying. These incidents are severely affecting my efficiency in the workplace and peace of mind. I hereby request that this complaint be investigate and hope that is addressed accordingly.

Should you require additional information from my behalf please do not hesitate to contact me.

Sincerely,



Alba L. Chang,
Town Clerk

- April 14, 2021 – Organizational Meeting

Consideration and Approval of a resolution to appoint a Town Clerk and a Deputy Town Clerk.
ACTION: Unanimously approved by the Town Council.

- April 20, 2021 - Regular Council Meeting

Re-approval and ratification to appoint Alba L. Chang as Town Clerk and Yvonne Hamilton as Deputy Town Clerk.

Council Member Leonard led a discussion to remove the Town Clerk, the conversation was held in a public meeting that is currently available on demand on the Town website.

- April 21, 2021 at approximately 9:30 a.m. Council Member Leonard came into my office to discuss what happened at the April 20th Meeting and stated if I was open to options? I proceeded to tell him I was open to listening to his option. The conversation started with him providing a background history of his career as a City Clerk, Assistant City Manager, and local government. He told me that he did not understand why I had taken a vacation the day after (April 14th Meeting) the cancelled regular council meeting. I explained to him that my vacation time was pre-approved months ago and that these were not new plans. I also explained that even though I was on a family vacation, I worked on Thursday, April 15th past midnight to finalize and reschedule the Regular Council Meeting. He then stated that I was not the right person for the Town Clerk position, and it was not a personal attack and that it was his duty as an elected official to bring up these items. 30 minutes into the conversation, he again asked me if I was open to options, I told him I would listen. He offered a severance package of 10 weeks paid salary for me to accept a resignation. I told him I was in no position to give him an answer at that moment, as I had not slept or eaten since the occurrence of the Council Meeting when he tried to fire me, and I was extremely uncomfortable and nervous at that moment. I told him I would try to provide an answer by Friday or Monday.
- On April 22, 2021, I met with the Town Manager multiple times where she stated that she was sorry about how I was treated but that her training at her prior job was that she should not interfere with the Council Meeting discussions. She asked if there was anything, she could do to help to make the situation better or moving forward at the meeting to stop the attacks on staff.

- On April 22, 2021, I called Council Member Leonard in the afternoon and he did not respond, and proceeded to send him a text message to please contact me. He returned my call that same evening at approximately 9:00 p.m. and asked if I needed anything from him. I advised him that I was not going to consider his offer. During the conversation, he also told me that Maria Lasday (Town Manager) had mentioned to him that there were people in Town that were rattled by what happened at the April 20th Meeting. He asked if I had anything to do with how people (employees, residents, and business owners) were reacting to what transpired at that meeting. I told him that there were residents, business owners and employees that reached out to me that were very upset about his comments at the meeting. He again asked why I would not consider the offer and I told him that I did not want to. He was persistent during the conversation and continued to ask why not?? The conversation left me very anxious as I felt emotionally attacked and forced to consider this option or I would be terminated at the next meeting if I did take what he was offering me. I then clarified his offer – should I resign as the Town Clerk and that he would give me a 10-week severance ($21,000). He answered yes, that was his offer and that if I took it he

would not have a full blown discussion at the next meeting as to why he thought I should not be the Town Clerk but that If I didn't take the offer and resign prior to the next meeting that I would basically have to sit through a full discussion of why I was not fit as a Clerk. He asked if the amount he offered was the cause for me not to consider the offer? He stated that I better be prepared for the meeting because he was going to have a long list of items, he was going to bring against me. I re-iterated to him that I was not going to take his offer to resign.

I interpreted this that if I did not take what he is offering me that I will be humiliated at the next meeting. Since this conversation, my anxiety level has only increased. I cannot eat, sleep or even be at ease. Causing emotional distress.

- On April 23, 2021, I came into the office and I decided to ask the Assistant Town Manager and Human Resources Director if they could meet with me. They said yes and we met, and I told them how bad I was feeling and how uncomfortable this Council Member is making me and that I feel like he is almost threatening me that either I take this offer and resign, or he will humiliate me at the next meeting. I also asked to see if there was any employee assistance, they can give me and what they can do to help me. The Assistant Town Manager told me that she would advise the Town Manager immediately of what I was feeling, and the Human Resources Manager told me she would send me the employee assistance information so that I can call to help with my anxiety. They offered me to take the rest of the day if I needed to.

Employee Policies
&
Procedures Manual

Prepared By: LagomHR, Inc.
Reviewed and edited by BHI Human Resources Manager
Legal review and approval by Weiss Serota
Last revised June 2020

Town of Bay Harbor Islands Employee Policies & Procedures Manual

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SECTION 1: INTRODUCTION

1.1 WELCOME MESSAGE FROM THE TOWN MANAGER

Welcome to the Town of Bay Harbor Islands, **the best kept secret on the water**! Bay Harbor Islands is a unique, small-town community that provides residents with a neighborhood feel while delivering large-town amenities. The Town of Bay Harbor Islands was incorporated in 1947 and is a Council-Manager form of government with seven (7) elected Councilmembers serving four (4) year terms. The Town's population is over 6,000 residents. It consists of two (2) islands: the West and East Islands. The West Island features single family homes, while East Island contains the business district with a school and multi-family housing. The Town is under one (1) square mile and borders Biscayne Bay, Bal Harbour, Surfside, and Indian Creek.

The following Employees Policies & Procedures Manual serves as a representation of the relationship, obligations, and expectations between employer and employee. As an employee of the Town of Bay Harbor Islands, you are an integral part of a municipal organization that has a reputation for outstanding ethical principles through stable leadership and personalized resident services.

As an employee of the Town of Bay Harbor Islands, you will have the opportunity to deliver value that positively impacts the quality of life for our residents and Town guests through your daily work. You will be supported and encouraged to enhance your professional development while working with high caliber team members. The Policies & Procedures Manual will also serve as a resource and guide throughout your tenure with the Town of Bay Harbor Islands.

For those employees that have recently come on board, we are excited for a successful working relationship with you and welcome you to the Town of Bay Harbor Islands. For those existing Town employees, we appreciate your dedication and look forward to your continued contributions.

The Town of Bay Harbor Islands Administration & Employees are committed to serving its community by providing the highest level of service through a transparent and ethical government that enhances the quality of life for current and future generations.

1.2 ABOUT THE EMPLOYEE POLICIES & PROCEDURES MANUAL

The Town of Bay Harbor Islands has prepared this Employee Policies & Procedures Manual (the "Employee Manual" or the "Manual") to acquaint employees with the Town's employment policies and procedures and to provide highlights of certain benefits. The Town's employment policies and procedures were developed to ensure a positive, productive and caring workplace for the benefit of the Town's employees.

This Employee Manual supersedes all previously issued manuals and any contrary policy statements or memos. This Employee Manual serves as a resource of personnel policies, rules, and benefits for all employees of the Town of Bay Harbor Islands. Should any employee have questions on the individual policies within this Manual, seek clarification from the immediate supervisor, Department Head / Manager, and/or the Human Resource Manager.

It is the responsibility of the employee to read this Employee Manual and adhere to the policies and procedures described herein, including any revisions or amendments adopted by the Town.

The Town Manager has the sole discretion to amend the Employee Manual or any other Town-issued policy at any time, with or without notice. None of the provisions in this Employee Manual should be construed in any way as limiting or altering whether an employee is considered an "at will employee," or creating a contractual relationship between an employee and the Town of Bay Harbor Islands. For more information on employment at will, please see Policy No. 2.1 in this Manual.

The Employee Manual applies to all Town of Bay Harbor Islands employees, including employees covered by a collective bargaining agreement. To the extent that any portion of the Employee Manual conflicts with a collective bargaining agreement, the terms of the collective bargaining agreement will prevail.

The Town Manager has overall responsibility for the administration of the Employee Manual. The Town Manager (or the Town Manager's designee) is responsible for clarification and interpretation of any of the policies and procedures in this Employee Manual.

The Town Manager has authority to modify, amend or rescind any part of this Employee Manual or any other Town-issued policy at any time, with or without notice. The Town Manager may, at any time, interpret the Employee Manual and develop procedural rules and other personnel policies. Any request for a waiver of any standard or requirement in this Manual may only be granted by the Town Manager. All employees and management team members should be aware that the Town generally will not grant such waivers and will do so only when there is a compelling reason.

Should any provisions of this Manual be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of these policies shall remain in full force and effect for the duration of the Agreement/Policies.

SECTION 2: GENERAL EMPLOYMENT POLICIES

2.1 EMPLOYMENT AT WILL

Unless expressly provided otherwise in an Employee Agreement or Bargaining Unit Agreement, Employment at the Town is at will and not guaranteed for a definite period of time or for any purpose. Either the Town or the employee may terminate the employment relationship at any time, with or without cause or prior notice.

The policies in this Employee Manual and any other policies issued by the Human Resource Manager do not create, and shall not be construed as creating, a contractual relationship between the Town and any employee. The at-will status of an employee can be changed only by a document titled "Employee Agreement" or "Bargaining Unit Agreement" signed and approved by the employee and the Town Manager.

2.2 EQUAL EMPLOYMENT OPPORTUNITY

The Town of Bay Harbor Islands is committed to promoting and assuring equal employment opportunity for all current and prospective employees. It is the Town's policy not to discriminate against any employee or applicant based on his or her race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, pregnancy, disability, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws in any of the following:

- All matters related to recruitment and advertising;
- All matters related to hiring and initial selection for employment;
- All aspects of employment, including, but not limited to, compensation, promotion, demotion, transfer, lay-offs, corrective action, termination, leaves of absence, training opportunities and other terms and conditions of employment.

Town employees do not have authority to engage in any conduct or activity which would constitute discrimination. **The Town does not condone such behavior and those found in violation will be subject to disciplinary action, up to termination.**

PROCEDURE FOR REPORTING DISCRIMINATION

Any employee who feels that he or she has not been treated in accordance with this policy should promptly report the incident(s), in writing following the chain of command: Supervisor, Department Head / Manager, Human Resources Manager, Assistant Town Manager, or Town Manager. If the employee feels that he or she is being discriminated against by his or her

immediate supervisor or anyone else in the employee's chain of command, the employee should report the incident(s) to the Human Resources Manager or Town Manager.

All allegations brought forward will be investigated by the Human Resources Manager, or the Director's designee. If the Human Resources Manager is the subject of the report, the Town Manager (or the Town Manager's designee) shall be responsible for the investigation in accordance with this policy. The Town Manager shall review and approve recommended corrective actions.

INVESTIGATION AND CORRECTIVE ACTION

All reported complaints will be investigated thoroughly by the Department of Human Resources or a designee of the Human Resources Manager or Town Manager. The complainant will be required to provide a statement (verbal or in writing) should it be deemed necessary by Human Resources based on the facts and allegations involved. The following information should be included in the employee's written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and as many details about the incident(s) as possible. In order to further investigate, the Town may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

The Town will investigate reports of discrimination promptly. The Town will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action against any employee, which may include a warning, coaching, counseling, training, suspension or termination from employment depending on the circumstances surrounding the case and the employee(s)' history with the Town. If the Town's investigation does not disclose evidence of a violation of this policy, the Town reserves the right to take preventative measures for future occurrences, which may



include counseling, training, and/or reassignment of duties or transfer to another department/division.

Any job applicant who has questions regarding this policy, feels that his or her report was not appropriately addressed, that he or she is still being subject to discriminatory conduct, or believes that he or she has not been treated in accordance with this policy should contact the Human Resource Manager, Assistant Town Manager, and/or Town Manager.

PROHIBITION AGAINST RETALIATION

The Town prohibits and will not tolerate retaliation against employees who in good faith bring discriminatory conduct to the Town's attention. There will be no retaliation for reporting discrimination or for cooperating in the Town's investigation of the report. An employee responsible for retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that he or she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting discrimination.

PREVENTION

The Town will continue to monitor the employees involved with the report to ensure a working environment free of discrimination. An employee with a question concerning this policy should contact the Human Resources Manager. It is important to note that the Human Resource Manager is not solely responsible for maintaining an environment free of discrimination. All supervisors, and Department Head / Managers are responsible for promoting a healthy working environment. Employees at all levels are encouraged to speak out against discrimination.

2.3 AMERICANS WITH DISABILITIES ACT

The Town of Bay Harbor Islands is committed to complying with all applicable provisions of the Americans with Disabilities Act as amended ("ADA"). It is the Town's policy not to discriminate against any qualified individual on the basis of disability in regard to recruitment, hiring, advancement, termination or any terms or conditions of employment.

Consistent with this policy of non-discrimination, the Town will provide reasonable accommodations to an employee with a disability who is a qualified individual, as defined in the ADA, who has made the Town aware of his or her disability, provided such accommodation does not constitute an undue hardship to the Town. Any employee with a disability who believes that he or she needs a reasonable accommodation to perform the essential functions of the job should contact the Human Resources Manager.

Any employee who feels that he or she has not been treated in accordance with this policy should contact the Department Head / Manager, Human Resources Manager, Assistant Town Manager

or Town Manager. The Town prohibits and will not tolerate retaliation against any employee who requests a reasonable accommodation or makes a good faith complaint under this policy.

Any job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should contact the Human Resource Manager.

The Town of Bay Harbor Islands is committed to diversity and inclusion in efforts to build on collaboration, innovation, creativity, and belonging. Our collective success depends on the robust exchange of ideas—an exchange that is best when the rich diversity of our perspectives, backgrounds, and experiences flourishes.

2.4 PREGNANCY DISCRIMINATION ACT (PDA) AND REASONABLE ACCOMODATION

In accordance with the Pregnancy Discrimination Act of 1978, the Town treats women affected by pregnancy, childbirth, or medical conditions related to pregnancy and childbirth in the same manner as other applicants or employees who are similar in their ability or inability to work. The PDA covers all aspects of employment, including, but not limited to: firing, hiring, promotions, and fringe benefits (such as leave and health insurance benefits). Pregnant workers are protected from discrimination based on current pregnancy, past pregnancy, and potential pregnancy.

If an employee needs a temporary change to how, when, or where they work due to pregnancy or related conditions, the employee may request an accommodation under this policy in writing or orally to their immediate supervisor. Any applicants may request a reasonable accommodation to the Hiring Manager during the interview process. The Town will review each request for an accommodation on a case-by-case basis. Approval of such a request may be made so long as the accommodation requested is reasonable and will not create an undue hardship for the Town. The following will be reviewed to make a determination of the accommodation request: the nature of the accommodation, the business needs of the Town and its residents, the needs of the Town's other employees, the Town's operations, and the Town's resources. The employee is responsible for maintaining open and constant communication with their immediate supervisor regarding the length of the accommodation and notifying once the accommodation is no longer necessary. If the employee has questions or concerns about their pregnancy or pregnancy accommodation, or if the employee believes they have been discriminated or retaliated against, the employee should report the matter immediately to the Human Resources Manager.

2.5 HARASSMENT-FREE WORKPLACE

The Town of Bay Harbor Islands is committed to ensure that all employees are treated with dignity and respect and be able to work in an environment free of harassment. The Town prohibits and will not tolerate harassment based on race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, pregnancy, disability, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws.

Town employees, including, but not limited to, Department Head / Manager / Managers, managers and supervisors, do not have authority to engage in any conduct or activity which would constitute harassment. **The Town will not condone such behavior, and those found in violation will be subject to disciplinary action, up to termination.**

SEXUAL HARASSMENT

Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature is considered of sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

Some of the more common examples of sexual harassment include, but are not limited to:

- Repeated unwelcome contact or touching.
- Repeated unwelcome and offensive sexual flirtations, staring or propositions.
- Continued and repeated abuse (verbal or written) of a sexual nature, such as sexually related comments or jokes, sexually suggestive comments, and requests for sexual favors.
- Continued and repeated graphic verbal or written commentaries about a person's body.
- Continued or repeated use (verbal or written) of sexually degrading words about a person or the person's body.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all inclusive and each situation will be considered in light of the specific facts and circumstances.

Sexual harassment refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

Normal courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties are not considered to be harassment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior, which is not welcome, which is personally offensive, which debilitates morale, and which interferes with work effectiveness. Some behavior that may be acceptable in social

settings is not appropriate in the workplace and is considered insulting and demeaning to the victim. In addition, no one should imply, joke about, or threaten that an applicant or individual's employment, assignment, compensation, advancement, career development or any other term or condition of employment is subject to submission or acquiescence to sexual harassment.

ANTI-HARASSMENT POLICY

At the Town of Bay Harbor Islands, discriminatory harassment is defined as unwelcome verbal, written or physical conduct which is directed at a person because of his or her race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, pregnancy, disability, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws, when:

- Such conduct has the purpose or effect of unreasonably interfering with the person's work performance, employment relationship, or lowers morale.
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Examples of conduct that can constitute discriminatory harassment in violation of this Policy include, but are not limited to:

- Repeated unwelcome jokes or comments (verbal or written) about a person's legally protected status (e.g., racial or ethnic jokes or comments).
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments reflecting stereotypes based on a person's legally protected status.
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person based on his or her legally protected status.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all inclusive and each situation will be considered in light of the specific facts and circumstances. Any discrimination and harassment is considered illegal and will not be tolerated.

ANTI-BULLYING

Town of Bay Harbor Islands is committed to providing all employees a healthy and safe work environment. The Town will ensure that procedures exist to allow complaints of bullying to be dealt with and resolved within Town of Bay Harbor Islands, without limiting any person's entitlement to pursue resolution of their complaint with the relevant statutory authority. Town of Bay Harbor Islands is committed to the elimination of all forms of bullying.

This policy applies to all employees of the Town. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business. There will be no recriminations for anyone who in good faith alleges bullying.
Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior (see "mobbing" below). Some examples of bullying behavior are:

- Verbal communication
- Abusive and offensive language
- Insults
- Teasing
- Spreading rumor and innuendo
- Unreasonable criticism
- Trivializing of work and achievements
- Manipulating the work environment
- Isolating people from normal work interaction
- Excessive demands
- Setting impossible deadlines
- Psychological manipulation
- Unfairly blaming for mistakes
- Setting people up for failure
- Deliberate exclusion
- Excessive supervision
- Practical jokes
- Belittling or disregarding opinions or suggestions
- Criticizing in public



Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be, or are taken as, demeaning. While care should be exercised, particularly if a person is reporting alleged bullying as a witness, it is better to be genuinely mistaken than to let actual bullying go unreported.

Mobbing is a particular type of bullying behavior carried out by a group rather than by an individual. Mobbing is the bullying or social isolation of a person through collective unjustified accusations, humiliation, general harassment or emotional abuse. Although it is group behavior, specific incidents such as an insult or a practical joke may be carried out by an individual as part of mobbing behavior.

Bullying is unacceptable behavior because it breaches principles of equality and fairness, and it frequently represents an abuse of power and authority. It also has potential consequences for

everyone involved. People who have been bullied often suffer from a range of stress-related illness. They can lose confidence and withdraw from contact with people outside the workplace as well as at work. Their work performance can suffer, and they are at increased risk of workplace injury. People who witness bullying behaviors can also have their attitudes and work performance affected. They can suffer from feelings of guilt that they did nothing to stop the bullying, and they can become intimidated and perform less efficiently fearing that they may be the next to be bullied.

RESPONSIBILITIES

Managers and supervisors must:

- Ensure that all employees are aware of the anti-bullying policy and procedures
- Ensure that any incident of bullying is dealt with regardless of whether a complaint of bullying has been received
- Provide leadership and role-modeling in appropriate professional behavior
- Respond promptly, sensitively and confidentially to all situations where bullying behavior is observed or alleged to have occurred

Employees are highly encouraged to speak to the alleged bully(ies) to object to the behavior in a manner that is professional and does not violate any policies within the Manual, especially the Code of Ethics.

PROCEDURE FOR REPORTING HARASSMENT AND BULLYING

The Town requires that any employee who feels that he or she has been harassed and/or bullied by any employee, elected official, outside vendor or member of the public should promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head / Manager, Human Resources Manager, Assistant Town Manager, or Town Manager. Individuals who believe they have experienced, witnessed, or heard of conduct they believe is contrary to this policy by a Department Head / Manager must report it to the Human Resources Manager, Assistant Town Manager, or Town Manager before the conduct becomes severe or pervasive.

Whenever an employee has a problem or complaint, the Town expects them to immediately speak up by taking the following steps:

- Tell the “violator” that such conduct/language is unacceptable and must be discontinued.
- Talk to the supervisor who is most familiar with the employee and is, therefore, in the best position to assist the employee. Since the supervisor works closely with the employee, he or she is interested in seeing that the employee is treated fairly and properly.

- If the supervisor cannot help the employee resolve the matter or is the cause of the problem, the employee should speak to the Human Resources Manager. He or she will give the problem or complaint prompt consideration.
- If an employee notifies a supervisor of such a problem, the supervisor shall notify the Department Head / Manager immediately and in writing of the situation and shall provide a copy of the complaint form submitted by the employee. The Department Head / Manager shall notify the Human Resource Manager as soon as he or she is made aware of such a situation.

Remember – it is best to resolve any problems as they arise. Small issues can easily escalate to larger ones; facts can easily become confused; tensions within the workplace rise. It is important to maintain a healthy working environment by resolving any issues before they escalate.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to follow this reporting procedure.

The Town Manager, Assistant Town Manager and Department Head / Manager shall promptly convey any report of harassment and/or bullying received by the Human Resources Manager for investigation, unless the Human Resources Manager is the subject of the report. If the Human Resources Manager is the subject of the report, the Town Manager (or the Town Manager's designee) shall be responsible for the investigation of the report in accordance with this policy.

All complaints will be investigated thoroughly by the Department of Human Resources. The complainant may be required to provide a statement (verbal or in writing). The following information should be included in the employee's written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses, and as many details about the incident(s) as possible. In order to further investigate, the Town may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

An employee should follow this same reporting procedure if he or she observes or has direct knowledge of harassment and/or bullying of another Town employee.

THE TOWN'S INVESTIGATION

The Town will investigate all complaints of harassment and/or bullying promptly regardless of the identity of the alleged harasser or harassee. The investigation will include, for example, interviews of relevant witnesses and inquiry into the specific conduct complained of and the number of times the conduct has occurred. Confidentiality will be maintained throughout the investigatory process to the extent possible and in accordance with the Public Records Law, 119.07(involves the inspection of copying of records, photographing public records, fees, and exemptions), Florida Statutes, consistent with adequate investigation and appropriate corrective

action. Information concerning an active complaint will not be released by the Town to third parties or to anyone within the Town who is not directly involved in the investigation, except as may otherwise be required by law or by a court of competent jurisdiction. All participants involved in an investigation are expected to maintain their involvement in or discussion of the investigation confidential, except insofar as disclosure is required in obtaining or being represented by legal counsel. In determining whether the alleged conduct constitutes harassment and/or bullying in violation of this policy, the Town will consider the totality of the circumstances, the nature of the incident(s) and the context in which the alleged incident(s) occurred.

The investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Tape recorded statement may be taken of any or all of the individuals involved. All employees will be guaranteed fair and impartial treatment, and shall be protected from coercion, intimidation, interference or discrimination for filing a complaint or participating in an investigation.

The Town will take action necessary to appropriately remedy. No adverse employment action will be taken against any employee who makes a good faith report of alleged harassment and/or bullying, discrimination, or retaliation. The Town will inform the alleged victim and the alleged harasser about the results of the investigation.

A determination will be made as to whether a complaint is sustained, not sustained or unsubstantiated. A complaint is sustained when there is sufficient evidence presented to reasonably establish that the allegations or charges made are true. A complaint is not sustained when there is sufficient evidence presented to reasonably determine that the allegations or charges made are not true. Finally, a complaint is unsubstantiated when there is insufficient evidence presented to reasonably determine whether the allegations or charges are true or false.

If a complaint is sustained, the offender will be subject to disciplinary action which may include termination from employment. Any Department Head / Manager or supervisor is under a continuing duty to take immediate remedial action to stop or prevent discrimination and/or harassment and/or bullying. If the Department Head / Manager or supervisor fails to take such action, and the misconduct was known, or should have been known to him or her, the Department Head / Manager or supervisor in question shall be terminated from employment.

Even if the investigation fails to disclose the existence of any discrimination or harassment and/or bullying, the Town reserves the right to nonetheless take action. Such action may include, but is not limited to, counseling, a reminder of the Town's directive, a written warning, or termination. Additional mandatory training will be provided if, in the Town's discretion, such training is necessary.

Disciplinary action taken as a result of discrimination or harassment and/or bullying will become part of the personnel file of the offending employee and is subject to disclosure pursuant to Public Records Law.

CORRECTIVE ACTION

If the investigation discloses evidence supporting the occurrence of an incident of sexual or discriminatory harassment and/or bullying, the Town will take prompt remedial action based on the specifics of the case and the employee's disciplinary history with the Town to address any violation of this policy, including corrective action against any employee, which may include a warning, coaching, counseling, training, suspension or termination from employment depending on the severity. If the Town's investigation does not disclose evidence of a violation of this policy, the Town reserves the right to take preventative measures for future occurrences, which may include counseling and training.

An employee who feels that his or her report was not appropriately addressed or that he or she is still being subject to discriminatory conduct should immediately notify the Assistant Town Manager or Town Manager.

PROHIBITION AGAINST RETALIATION

Retaliation against persons who report or provide information about harassment and/or bullying or behavior that might constitute harassment and/or bullying is strictly prohibited. The Town prohibits retaliation against an individual for reporting harassment and/or bullying or discrimination or for participating in the investigation of a claim of harassment and/or bullying or discrimination. Any act of retaliation, including interference, coercion, and restraint, by a Town employee or by one acting on behalf of the Town, violates this policy and will result in appropriate disciplinary action, up to and including discharge.

If an employee believes that he or she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting discrimination.

PREVENTION

The Town will continue to monitor the employees involved with the report to ensure a working environment free of discrimination, harassment, and/or bullying so no future incidents occur. An employee with a question concerning this policy should contact the Human Resources Manager. It is important to note that the Human Resource Manager is not solely responsible for maintaining an environment free of discrimination. All supervisors, managers, and Department

Heads are responsible for promoting a healthy working environment. Employees at all levels are encouraged to speak out against discrimination.

2.6 OPEN DOOR POLICY

It is the Town of Bay Harbor Islands' policy to welcome and encourage employees' ideas, suggestions, or concerns regarding the employee's job or the Town's operations.

The Town knows from experience that its success greatly depends upon the helpful thoughts and suggestions of its employees. Employees should follow the chain of command to bring ideas and suggestions to the attention of their Supervisor, Department Head / Manager, Human Resources Manager, Assistant Town Manager, and/ or the Town Manager.

Additionally, the Town is interested in all employee concerns, no matter how big or small. The Town believes in open and clear communication with its employees. In most situations, a discussion between the employee and the supervisor is the most effective way to deal with a concern or question. However, the employee may discuss any concerns or questions with a higher-level manager, up to the Town Manager. All employees are highly encouraged to follow the chain of command; higher level management is accessible and welcome comments. It is the Town's policy that any concerns or questions raised by an employee will be reviewed and resolved in a timely matter within budgetary constraints and operations. The Town prohibits retaliation against any employee raising concerns or questions pursuant to this policy.

SECTION 3: WORKING AT THE TOWN OF BAY HARBOR ISLANDS

3.1 CATEGORIES OF EMPLOYMENT

Full-time:	An employee who is regularly scheduled to work a 35 or more hours per work week.
Part-time-with health benefits:	An employee who allowed to work between 30-34 hours per work week.
Part-time-without health benefits:	An employee who is allowed to work no more than 29 hours a week.
Seasonal:	An employee hired either full-time or part-time during one or more defined seasons (e.g. Summer Seasonal employee).
Temporary:	A temporary employee hired to fill an open position for a maximum of two (2) six-month periods. Temporary employees must meet the education, experience and other requirements for the position and be approved by the Town Manager.
Acting/Interim:	In the event of a vacancy in a Department Head / Manager position, the Town Manager may appoint an existing full-time employee to be the Acting Department Head / Manager for a maximum of two (2) six-month periods. Any employee appointed to an acting position may receive a temporary salary increase of fifteen percent (15%) above his/her current salary, but in no case shall the temporary salary be more than the salary budgeted for the Department Head / Manager position.

Part-time (without benefits), temporary, and seasonal employees do not qualify for benefits. temporary and acting employees do not qualify for benefits unless they are already existing full-time Town employees.

In compliance with the Affordable Care Act (ACA), a full or part time employee shall become eligible for health benefits only, if the employee works on average either 1) 30 hours or more per workweek or 2) 130 hours during per month during the initial measurement period or standard measurement period.

3.2 EXEMPT/NON-EXEMPT

The Fair Labor Standards Act divides all employees into two categories: exempt and non-exempt.

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Act. Their salaries are calculated on an annual basis.

Non-exempt employees are eligible for overtime pay of not less than one-and-a-half times their hourly rate for any hours worked beyond 40 each week. *Employees on a 35-hour workweek schedule are only eligible for overtime after working 40 hours each week*.

3.3 PROBATIONARY PERIOD

This policy was established to ensure that all newly hired, promoted, or transferred Town of Bay Harbor Islands employees are provided a Probationary Period of employment. The Probationary Period is considered a continuation of the employment selection process. It provides the Town an opportunity to observe and evaluate the capabilities of the employee, which includes the employee's ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee's work habits and conduct, including attendance and the employee's relationship with coworkers and superiors.

During the Probationary Period, the new employee and his/her supervisor shall evaluate employment suitability in terms of skill, knowledge, performance, and compatibility. During this period, the employee shall be given the support and resources needed to learn and demonstrate the duties and competencies required in the new position.

DURATION

New Hire, Rehire and Promotions

The probationary period for an employee shall be one (1) year for entrance, rehire, and promotional appointments for both full-time and part-time employees. In the event the employee accepts a promotional opportunity position within the Town before an initial probationary period is satisfactorily completed, the initial probationary period starts over at the time the employee begins working in the new position. A probationary period may, at management's discretion, be extended for up to ninety (90) days to allow for additional evaluation of an employee whose job performance is considered marginal and who may otherwise not successfully pass the probationary period. Extensions of this nature shall be coordinated with the assistance of the Human Resource Manager and documented and discussed with the employee prior to the expiration of the probationary period. See the Collective Bargaining Agreement for more information on Police probationary periods.

Transfers

An employee who transfers to another department after successfully completing his or her initial probationary period, shall be required to complete a six (6) month probationary period. This probationary period may also be extended for up to six (6) months to allow for additional evaluation of an employee whose job performance is considered marginal and who may otherwise not successfully pass the probationary period.

An employee who transfers to another position within his or her current department may serve an adjusted probationary period, which reflects the time completed in the position held prior to transfer.

Full Time Appointment
A part-time employee appointed to fill a full-time position in the same classification, may serve an adjusted probationary period, which reflects the time completed in part-time or temporary employment.

EVALUATION OF PERFORMANCE

During the first 30 days of the Probationary Period, the employee's supervisor should:

a. Provide the employee with a copy of his/her job description and orient him/her to the position.
b. Establish written performance expectations and goals for the position and identify criteria to be used to assess the employee's performance.

Throughout the Probationary Period the supervisor should meet regularly with the employee to discuss the employee's performance and provide constructive feedback. A performance evaluation should be completed at one (1) year from the date of hire. Performance evaluations shall be completed on annual basis unless a 6-month re-review is determined. See performance evaluation section for more information.

Prior to the conclusion of the Probationary Period, the supervisor must determine whether the new employee meets the required performance expectations for continued employment, as well as complete an evaluation of the employee using the performance evaluation form. The supervisor will then meet with the employee to discuss the evaluation and the Town's decision regarding his/her continued employment.



UNSATISFACTORY PERFORMANCE

The Town Manager may dismiss a probationary period employee at any time during a probationary period.

A promoted or transferred employee that does not successfully complete the probationary period may be returned to his/her prior position if the position is vacant, subject to approval from the Town Manager and recommendation of the Department Director. New hired (not transfer or promotion) employees may be terminated at any time while on probationary period.

AT-WILL EMPLOYMENT NOT AFFECTED

Nothing in this policy is intended to alter the at-will status of any Town employee. The Town of Bay Harbor Islands at all times retains the right to terminate the employment relationship at any time, with or without cause or prior notice.

3.4 TIMEKEEPING

PURPOSE AND OVERVIEW

The Town of Bay Harbor Islands is subject to numerous laws and regulations that govern the way we conduct our business. The laws that regulate employee's wages and hours are designed to ensure that employees are paid as specified, within these regulations. This policy outlines information pertaining to recording and tracking hours of work, accruals, and making manual edits.

The Time and Attendance System is designed with the purpose of providing accurate recordings of an employee's time. The time and attendance procedures/systems will be set by the Human Resource Manager and instructions will be provided to all employees on timekeeping processes. Employees are paid according to the hours recorded in his/her time sheet (whether electronic or manual format).



In order to ensure consistency of treatment for employees, the data recorded in the Timekeeping system shall be considered as the "official" record of the workday. Any disputes over actual hours worked or attendance will be resolved by referring to the official timekeeping records.

It is recognized that in certain situations (e.g. clock malfunction, human error) that it will be necessary to correct or enter missing data. These changes will

be carefully documented via email from the department Manager/Supervisor to the timekeeper, who will make edits and notes on the timecard.

DEFINITIONS

A. Clock-In/Punch-In or Out – This term refers to the manual recording of time of arrival and time of departure of an employee at the workplace. This may either be one manually or electronically (as determined by the HR Department). Some examples of different ways to accomplish clocking-in or punching out are by: manual records, electronic time clock or a biometric index scan, time stamp method on their etc. Employees are required to adhere to the timekeeping regulations in order to maintain accurate payroll records.

B. Actual Time In – After arriving at the workplace, the time an employee actually begins work. This does not include time spent driving to work.

C. Actual Time Out – The time an employee actually completes his/her work duties. This does not include time spent driving home from work.

D. FLSA – Fair Labor Standards Act.

E. FLSA Cycle – The period of time on which overtime is calculated.

F. Grace Period – IF electronic timekeeping-the period of time, currently 7 minutes, before and after a punch.

G. Pay Period – Pay period is a recurring length of time over which employee time is recorded and paid. The current pay period for all employees is two weeks (14 days).

H. Work Week – A fixed and regularly recurring period of work. The official workweek for the Town currently extends from 12:00 a.m. on Monday through 11:59 p.m. on the following Sunday for Administration and General employees. Public Works employees workweek extends from 12:00 a.m. on Tuesday through 11:59 p.m. on Monday.

FLSA Work Cycles/Periods are as follows:

Sworn Non-Exempt Police Personnel – 14 Day Work Cycle or as provided in CBA.
Unclassified Employees – 7 Day Work Cycle

Classified Employees- Please see Collective Bargaining Agreement for more information.

TIMEKEEPING ROLES

A. Director/Manager - The individual within the department who has fiscal and operational authority.

B. Designee - Any individual other than the timekeeper who has been given authority by the Director to approve changes in employee timecards within their division.

C. Timekeeper - The individual assigned to maintain the timekeeping records for the department.

D. Approver – Should be Department Director/Manager or designee.

E. Employee - Individuals who work within the department who charge time against the departmental labor account.

REPONSIBILITIES

Responsibilities	Director	Designee	Timekeeper	Employee Non-Exempt	Employee Exempt
Record in/out times including lunch using designated timekeeping procedures.			X	X	
Submit time off requests using the time clock or computer.		X	X	X	X
Record exception time directly on the timecard.	X	X			
Review punches, and absences.	X	X	X	X	X
Enter corrections into timekeeping system for employees.	X	X	X		
Enter corrections into timekeeping system for Timekeeper.	X	X			
Approve timecard using time clock, computer or other designated system.	X	X	X	X	X
Verify employee approval and sign off on employee timecards.	X	X			

PROCEDURES

1. **Employee Responsibilities –** Exempt (salaried) and Non-Exempt (hourly) employees must record time and attendance via designated timekeeping system. The timecard must be approved by the Employee and designated Approver each pay period. The timekeeping system should be an accurate reflection of actual time worked and time off for each employee. Requests for time off require supervisory approval and therefore must be

submitted in advance by completing designated time-off request forms either electronically or manually as required by timekeeping procedures or by contacting the supervisor directly. Employees are responsible for ensuring that the time reflected on their timecard is accurate

2. **Supervisor Responsibility –** Supervisors ensure that all employees in the department are educated regarding the Town's timekeeping policy and that all employees comply with the policy. Supervisors ensure that the timekeeping policy is administered fairly and uniformly for all employees and consider requests from employees for time off. Managers/designees must verify the number of hours worked and leave taken by each of their employees. All time worked as well as time off must be approved by the manager/designee. Managers, who will knowingly be out of the office and unable to approve their employees time, must notify the Director or Timekeeper to complete approvals in their absence. Directors/Managers/Timekeepers are responsible for creating and maintaining schedules for their employees.

3. **Time Off and Timekeeping–** The employee must record the requested paid time-off using the designated timekeeping procedures established by the HR Department before the time is actually taken. If the employee was unable to request the time off in advance, the employee must email the Department Manager/Supervisor and the Department Manager/Supervisor will email the Timekeeper of what edit need to be made to the employees' timecard.

   The timekeeping system shall be up to date and an accurate reflection of the employee's time of an available time (sick, vacation, personal). If an employee uses more time than they have available (sick, vaca, personal etc.) it is within the discretion of the Human Resource Manager to allow the employee to draw out on future time.

   Paid Time Off any be affected in pay periods during which unpaid leave, short-term disability, long-term disability, or workers compensation leave are taken

4. **Time Off Requests During a Holiday –** Holiday pay will automatically be applied to eligible employees in the timekeeping system. Refer to the Holiday policy for eligibility requirements.

   When requesting time off during a Holiday week, the employee must enter two (2) separate time-off requests differentiating the Holiday from any other type of Paid Time Off.

5. **Timecard Approval and Deadlines–** At the end of each pay period, all employees are required to approve / sign his/her time worked and leave hours recorded for the pay period. By approving the timecard, the employee is attesting to the best of their knowledge that the information submitted is complete and accurate. Employees are responsible for inaccuracy or omission of which they are aware at the time the timecard was approved and submitted.

   All time must be approved by 9:00AM the day following the end of the pay period. All timecards must be reviewed and approved by the Employee and Designated Approver. Departments may establish earlier deadlines if administratively necessary.

   All Timecards must be reviewed and approved by the Employee, Timekeeper, and Approver.

   The deadline for Timecards to be submitted to Payroll after a Monday Holiday is 9:00 am on Tuesday following the Monday Holiday unless Payroll communicates otherwise.

   Employees are strongly encouraged to check and approve his/her timecard at the end of the last shift of the pay period.

6. **Delegating Approval to another Supervisor** – In the event a supervisor will be out of the office it is the supervisor's responsibility to ensure that the delegate has the appropriate timekeeping access/ forms to perform the delegated responsibilities prior to being out of the office.

7. **Failure to Comply with Timekeeping and Attendance Policies -** If an employee fails to complete and submit the required timecard information by the deadline given, he or she may be required to wait until the next pay period to be compensated for the leave time taken or the time worked.

   In situations where an employee has time and attendance problems and/or abuses their leave time, the manager/supervisor may institute a more structured reporting requirement for the employee until the problem is corrected. Examples may include but are not limited to:

   a. Report to manager/supervisor upon arrival and departure.

   b. Report time spent on each task or assignment.

   c. Complete a sign in/out sheet for each period of time away from work area.

d. Take disciplinary action when an employee's attendance record falls below acceptable standards.

8. **Exempt Employee Time Recording:**

   Exempt employees are not required to punch in or out from the timekeeping system at the commencement or end of their workday, unless otherwise directed by the Department Head / Manager or Town Manager.

   Exempt Employees are required to report and record time off (vacation, sick, etc.) via the designated time keeping system.

9. **Daily Clock In/Out for Non-Exempt Employees**

   It is the responsibility of each non-exempt employee to clock in and out (record their time) at the beginning and end of each scheduled workday. Under certain conditions, such as a training course at a different location, the employee may be provided with different methods or instructions for recording time for that day, All employees leaving for personal reasons during the day must accurately record their time of departure and return.

   Non-exempt employees are not permitted to perform any work at home or while off-duty unless approved in advance in writing by the Town Manager. If approved, the employees must submit an accurate written record of all time worked to the Department Head / Manager within twenty-four (24) hours of performing the work.

   Timecard Approver/Manager/Supervisors are responsible for ensuring that the work and leave time reported accurately reflects each employee's activity for each pay period and validate this by approving the employees timecard.

10. **Clocking in Late -** Employees are expected to clock in and out (record time) at times designated by their manager/designee. Employees clocking in past the grace period are considered late. Absenteeism and tardiness will be handled by the employee's manager or supervisor accordingly and may negatively impact the employee's annual performance evaluation.

11. **Clocking in Early -** Employees must be clocked in during all hours worked. However, Employees are expected not to begin work, or clock in, before their scheduled work time without authorization from their manager or supervisor. Clocking in early will result in overtime or compensatory time and these types of time MUST be preapproved by the Department Head / Manager.

12. **Clocking Out Late -** Employees must be clocked in during all hours worked. However, employees are expected not to end work, or clock out, after the scheduled work end time without authorization from their manager or supervisor. Clocking out late will result in overtime or compensatory time and these types of time MUST be preapproved by the Department Head / Manager.

13. **Failure to Properly Clock in and Out -** For non-exempt employees, it is each employee's responsibility to clock in and out (record their time). If an employee fails to record their time via the established time keeping system, it is the responsibility of the employee to notify the Department Director, Supervisor, and Timekeeper in writing no later than twenty-four (24) hours after it occurred. If the employee fails to notify their supervisor by the payroll deadline, missed pay may not be paid until the following payday. The Supervisor will notify the Timekeeper via email, of any edits that need to be made to the timecard.

    Under no circumstances can an employee adjust his/her own timecard. Corrections should be made by the Department Director, Manager/Supervisor, or Timekeeper.

    a. **<u>Guidelines for Edits:</u>**

       Employee shall e-mail all edits to the Timekeeper, Supervisor, and Department Manager in order to have a record.

       i. The employee should effectively communicate by e-mail the following:

          1. Detailed information as to why there is a need for the manual punch.

          2. When (what time) the punch should have been for.

       ii. All edits should be made within 24 hours.

       iii. All edits have edit times logged in the audit trail.

14. **Tardiness -** Tracking tardiness will be the responsibility of managers and supervisors. Employees are expected to be ready to work at their designated/scheduled start times.

15. **Overtime & Compensatory time -** All overtime and compensatory time MUST be authorized in advance by the Department Head / Manager. Non-exempt employees who work overtime / compensatory time without authorization must still be paid for the time worked. However, the Employee may be subject to disciplinary action and may be

negatively affected in their annual performance evaluation. Compensatory time shall not be used or recorded for time keeping purposes for any increments less than half hour.

16. **Work Schedules** - It is the responsibility of the hiring supervisor to communicate the work schedules for new hires and to ensure they are accurately reflected in the timekeeping system. Non-Exempt and Exempt employees' schedules are determined based on the requirements of the department. All full-time and eligible part-time non-exempt employees are required to take a lunch period (preferably away from the work area), unless pre-approved by manager/supervisor.

17. **Daylight Savings Time –** An employee working on a shift when daylight savings time goes into effect will be credited with the actual number of hours worked on that shift. An employee working on shift upon return to standard time is credited for the actual number of hours worked on that shift.

18. **Payroll Adjustments –** If an employee is not fully compensated for the payroll because of a data input error or a missed punch, the employee must contact the Timekeeper who will in turn contact the Payroll Office. An employee will either be cut a check for the error that was made or will be paid in the next pay period for the missing amount.

19. **Clock or System Problems (if using an electronic timekeeping system) –** Clocks will continue to collect data during times when it seems there are clock or system malfunctions, even during power outages. Employees should continue to make all necessary punches, but also keep a physical record to ensure timecard accuracy. In this situation the Timekeeper will make a note of the times that may need adjusting but will not make adjustments until it is confirmed that the system did not collect the data. The Timekeeper will immediately notify the Payroll Office of any clock or system issues.

    Order of Contact relating to Clock or System Technical Issues:
    - Employee will contact Immediate Supervisor
    - Supervisor will contact Payroll
    - Payroll will contact timekeeping system account representative for technical support.

20. **Unauthorized/Prohibited Actions –** Employees are prohibited from the following actions:
    a. Any attempt to tamper with the timekeeping hardware, software or timesheet.
    b. Punching in/out or recording time for another employee (a.k.a. "buddy punching")

c. Interfering with another employee's use of time clocks or timesheets.
d. Falsifying another employee's clocking transactions, timesheets and failure to use the timekeeping system properly.
e. Failure to promptly verify and reconcile time and leave records in accordance with departmental policies and procedures.
f. Falsification of hours actually worked.
g. Excessive missed punches (failure to record time) without a valid (specific) reason.

3.5 ATTENDANCE AND PUNCTUALITY

Punctuality and regular attendance are essential to the proper operation of the Town of Bay Harbor Islands and employees are expected to be at work on all scheduled workdays, during all scheduled work hours and to report to work on time. The Town Hall hours of operation are Monday through Friday from 9:00 am to 5:00 pm. Schedules may be modified with the approval the Department Head/Manager in accordance with department operations and special requests. ANY modification to an employee's schedule shall be pre-approved by the Department Head / Manager or designee. If an employee will be absent, tardy or must leave prior to the end of regular work day, the employee must contact his or her Supervisor or Department Head / Manager at least one (1) day in advance of the employee's scheduled start time or end time, or as soon as reasonably feasible.

If an employee fails to provide reasonable notice to his or her Supervisor or Department Head / Manager /, the absence will be considered an unauthorized absence (will negatively affect annual performance evaluation). The only exception to this policy is a legitimate emergency which prevents an employee from providing prior notice.

If the employee fails to notify his or her Supervisor or Department Head / Manager of absences for three (3) or more consecutive workdays, the employee will be considered to have voluntarily abandoned his or her job.

NOTE*:* Authorized leaves under the Town's Family and Medical Leave Act (FMLA) policy or other leave policies, or under applicable state or local laws, will not be treated as excessive absenteeism or tardiness. See FMLA Section 7.1 for more details.

3.6 WORK FROM HOME/TELECOMMUTING

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of the workweek. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal set schedule of working away from the office as a temporary work arrangement.

The Town Manager in agreement with the Department Director / Manager at their discretion, may authorize telecommuting/working from home after evaluating the following:

- Employee suitability: The employee and the manager have assessed the needs and work habits of the employee and agree the work traits are appropriate for successful telecommuting.
- Job responsibilities: The employee and manager have discussed the job responsibilities to ensure that the job may be performed successfully to the maximum potential.
- Legal implications: An evaluation has been conducted by the Town Manager or his/her designee in order to assess tax and legal implications under IRS, and state and local government laws.

The work from home/telecommuting arrangement is 100% discretionary and must be pre-approved by the Department Director / Manager in agreement with the Town Manager, on a case by case basis.

3.7 OVERTIME

Overtime is paid to non-exempt employees at a rate of one and one-half times the employee's regular rate of pay.

Non-exempt employees with a five (5) day work period are eligible for overtime time pay for all hours worked over 40 hours per work week. Non-exempt positions with normal workweeks of 35 hours will be paid overtime at 1 ½ times the employee's regular pay rate for hours worked over 40 and will be paid straight time rate of pay for any hours worked past 35 up to 40. Employees are compensated as follows:

1. An hourly rate of at least the statutory minimum wage for all hours worked up to 40 hours per work week; and

2. One and one-half (1½) times the employee's regular pay rate for all "actual hours worked" over 40 hours per work week.

3. Overtime is based on "actual hours worked", therefore, vacation, sick, holiday, personal day, compensatory time and other such leaves will not be used in the computation of overtime worked.

It is the Town's policy to keep overtime work to a minimum and supervisors are responsible for planning and scheduling work assignments and projects so that they can be performed within the non-exempt employees' regularly scheduled hours. All hours that exceed an employee's regularly scheduled hours, including all overtime work, must be approved in advance by the Department Head / Manager If an employee works additional hours or overtime hours that are not approved by the Department Head / Manager, the employee will be paid for those hours and the employee may be subject to corrective action. All non-exempt employees are expected to work additional hours or overtime when needed to meet the needs of the Town. The Town will provide as much advance notice as practicable for mandatory additional hours or overtime work. Department Heads / Managers shall rotate overtime in a fair manner as to allow every department member the opportunity to obtain additional work hours if they so desire. Refusal of an employee to work mandatory additional hours or overtime may result in corrective action, up to and including, termination from employment.



3.8 CALL BACK TIME

If a full-time non-exempt employee is called back to work at a time outside normal working hours, the employee shall be paid for the actual time worked at one and one-half times the employee's regular rate of pay or a minimum of two (2) hours at the employee's regular rate of pay, whichever is greater, for each callback. For callbacks on Sundays and legal holidays, the employee's regular pay rate will be doubled for a minimum of two (2) hours.

Time will start when the employee reports to work. This provision does not apply to situations where the employee is called in early for his/her shift or held over after the end of the regular shift (contiguous service).

Hours paid as call back that were not actual work hours (e.g. when an employee is paid for two hours of work at their regular pay rate because the employee's actual time worked at one- and one-half times that rate would result in lower pay) will not be used in the computation of overtime worked.

Hours must be accurately recorded via the established time keeping system.

No employee is eligible for call back pay during a period of civil emergency as declared by the Town Manager.

3.9 REST AND MEAL PERIODS FOR NON-EXEMPT EMPLOYEES

NON-SWORN EMPLOYEES

Rest Periods: Rest periods are paid breaks. The Town permits non-exempt employees to take reasonable rest periods during the workday as permitted by the employee's work duties and as

approved by the Department. An individual rest period shall not exceed 15 minutes in length. There shall be a maximum of two (2) rest periods per workday.

Employees are not required to punch out for rest periods. However, employees are expected to be punctual in starting and ending their breaks and may be subject to corrective action for tardiness. Employees on rest breaks may not interfere with other employees who are continuing to work.

Meal Periods: The Town provides non-exempt full-time employees and exempt employees with a paid meal period up to sixty (60) minutes. Non-exempt part-time employees who work at least five hours per shift receive a paid lunch break up to thirty (30) minutes.

Minors seventeen (17) years of age or younger shall not be permitted to work for more than four (4) hours continuously without an interval of at least thirty (30) minutes for a meal period.

Employees are not required to punch in / out for meal periods but employees are expected to comply with the prescribed times.

Non-exempt employees are not permitted to perform work during their meal period. Should any employee leave Town Hall or any other Town premises for personal business during his/her paid meal/rest period, any/all injuries incurred, including vehicle accidents, are not covered by workers compensation and instead are covered by the employee's individual health/automobile insurance policies.

The maximum meal period is sixty (60) minutes for full-time non-exempt employees and thirty (30) minutes for part-time non-exempt employees.

SWORN EMPLOYEES

Sworn personnel must refer to the collective bargaining agreement for more information on meal and rest periods.

3.10 BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to one (1) year after the child's birth.



For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and Non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head / Manager or the Human Resource Manager will provide the employee with a private area other than a bathroom for the

purpose of expressing breast milk. Collective bargaining unit employees must refer to their agreement for more information on breaks for nursing mothers.

3.11 POLICY PROHIBITING DEDUCTIONS FROM COMPENSATION OF SALARIED, EXEMPT EMPLOYEES

The Town prohibits any improper deductions from the compensation of any exempt employee. A salaried exempt employee will regularly receive his or her full compensation, less applicable wage-related taxes and other deductions authorized by the employee or required by law, subject to the limited exceptions set forth below.

A salaried exempt employee's compensation will not be subject to reduction based on variations in the quality or quantity of the work performed by that employee. A salaried exempt employee may be required to work hours / days above the standard workweek; their supervisor will take those extra hours / days worked into consideration for allowance of flex time and future time off. A salaried exempt employee will receive his or her full salary for any week in which the employee performs any work, without regard to the number of days or hours worked but will not be paid for any workweek in which he or she performs no work. No deductions will be made from any salaried exempt employee's compensation for absences occasioned by the Town or by the operating requirements of the Town's business. If the employee is ready, willing and able to work, deductions will not be made for time when work is not available.

EXCEPTIONS

The prohibition against deductions from the pay of a salaried exempt employee is subject to the following exceptions:

- Deductions from pay may be made when the employee is absent from work for one or more full days for personal reasons, other than sickness or disability.
- Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with the Town's plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. Deductions from pay may also be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance there under.
- No deductions from pay will be made for absences occasioned by jury duty, attendance as a witness, or temporary military leave. An offset of any amounts received by an employee as jury fees, witness fees, or military pay for a particular week against the salary due for that week may be made.
- Deductions from pay may be made for penalties imposed in good faith against an employee for violation or infractions of safety rules of major significance (i.e., those rules relating to the prevention of serious danger in the workplace or to other employees), if

the Town concludes in good faith after its investigation that the employee committed such violation.

- Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days for violation of workplace conduct rules which are reflected in the Town's written policies applicable to all employees (including, but not limited to, violation of the Town's Equal Employment Opportunity, Americans With Disabilities Act, Harassment-Free Workplace, Workplace Violence and/or Drug-Free Workplace policies), if the Town concludes after its investigation that the employee committed such a violation.
- Employees in their first or last weeks of employment may not be paid their full salary, but instead will be paid a proportionate part of the employee's salary for the time actually worked.
- Employees may not be paid their full salary for weeks in which they take unpaid leave under the Family and Medical Leave Act and instead, will be paid a proportionate part of their salary for time actually worked.

If a salaried, exempt employee believes that an unauthorized or improper deduction has been made from his or her salary or the salary of anyone he or she supervises, the employee should notify the Town immediately by bringing the matter to the attention of the Department Head / Manager or the Human Resource Manager.

The Town is committed in good faith to comply with the Fair Labor Standards Act at all times. If the Town concludes that the deduction was unauthorized or improper, the employee will be promptly reimbursed for any amount(s) incorrectly deducted. The Town prohibits and will not tolerate retaliation against any employee who raises any concern under this policy

DRESS APPROPRIATELY - DRESS FOR

3.12 DRESS CODE

Employee attire is a direct reflection on individual professionalism and the Town's image and reputation. ***The Dress Code policy has one (1) primary rule of thumb: Dress appropriately.***

The Town of Bay Harbor Islands expects all employees to exercise appropriate judgement with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties. The Town recognizes that personal appearance is an important element of self-expression and strives not to control or dictate appropriate employee appearance with regard to attire, jewelry, or tattoos worn as a matter of personal choice.

In keeping with this approach, The Town of Bay Harbor Islands allows reasonable self-expression through personal appearance, unless

A) It conflicts with an employee's ability to perform his or her position effectively or with his or her specific work environment, or

B) It is regarded as offensive or harassing toward co-workers or others with whom the Town of Bay Harbor Islands conducts business and has contact with employees

The Town requires certain employees to wear uniforms at all times while on duty. Employees are expected to wear their complete uniform as specified by their department. Uniforms are to be kept clean and in good repair at all times. The Town will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Damage to or loss of uniforms or any part thereof is to be reported immediately to the employee's immediate supervisor. If an employee's personal property is lost or damaged, except in instances involving negligence, and no other reimbursement source is available, the Town, upon approval by the Manager, will reimburse the employee for the replacement of property to a maximum of one hundred percent (100%) of replacement cost or one hundred fifty dollars ($150.00), whichever is less. (for more information on sworn personnel uniforms, refer to the Collective Bargaining Agreement) Uniforms shall be replaced as necessary due to wear and tear. All uniforms are supplied by the employer.

Town employees who are not required to wear uniforms are expected to maintain a standard of dress appropriate to the Town's business operations. Employees are required to maintain a neat, clean and professional appearance at all times.

Listed below is a general overview of acceptable business wear as well as a listing of some of the more common items that are not appropriate for the office. Neither list is intended to be all-inclusive. Rather, these items should help set the general parameters for proper business wear and assist employees to make good judgments about items that are not specifically addressed.

1. Slacks — Cotton slacks are acceptable provided they are clean and wrinkle-free. Inappropriate items include jeans of any color, sweatpants, wind suits, shorts of any kind, overalls, Capri pants, leggings, spandex or other form-fitting pants. Ripped, wrinkled, torn, or faded clothing is not acceptable.

2. Shirts — Dress shirts, sweaters and turtlenecks are acceptable. Inappropriate items include tank tops, sweatshirts, shirts with large lettering, logos or slogans, low cut shirts or blouses, halter-tops, tops with bare shoulders, see-through garments, and t-shirts unless worn under another blouse, shirt, or jacket.

3. Dresses and Skirts — Dresses and skirts of an appropriate length are acceptable. Mini-skirts and spaghetti-strap dresses should not be worn to the office.

4. Shoes – Acceptable for Women: High and mid-heeled shoes and sandals, and dressy flats and open toed shoes. Not acceptable for all employees: flip flops, flat sandals, athletic shoes (unless it is part of an assigned uniform) and over-accessorized sandals.

5. Tattoos and Jewelry — The Town of Bay Harbor Islands permits employees to wear jewelry or to display tattoos at the workplace within the following guidelines. Factors that management will consider determining whether jewelry or tattoos may pose a conflict with the employee's job or work environment include:

    1. Personal safety of self or others, or damage to company property
    2. Productivity or performance expectations
    3. Offensiveness to co-workers, customers, vendors, or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
    4. Corporate or societal norms
    5. Customer complaints

    If management determines an employee's jewelry or tattoos, ay present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the Town's goal. Nonetheless, the Town is legally responsible for ensuring that no employees are subject to harassment or a hostile work environment. As an initial step toward resolution of any complaint or offense under this policy, supervisors and managers will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, the Human Resource Manager will follow company procedures to resolve the issue.

6. Employees should not wear any item of ornamentation in their nose, eyebrow, tongue, or any other location of their body that is visible during work hours or any work-related function. Exception: earrings are permitted; however, excessive ear piercings are prohibited.

7. Personal hygiene — Hairstyles, make-up, nails, grooming of beards and mustaches, and personal hygiene should be reasonable and in accordance with customary business practices. An employee's personal grooming and hygiene should reflect a clean and neat appearance and impression.

8. Town Events – The Town's Dress Code policy also applies for all Town events and other meetings outside of Town Hall in which the employee will serve as a representative of the Town.

9. Business Casual - Business casual dress will be permitted on Fridays, except during specified and announced periods when casual days will be suspended. Some departments may require specific guidelines that differ from the business casual guidelines. Employees who must leave work to change clothes for business reasons will use personal time or vacation time to do so. When participating in professional meetings with customers or members of the public, the above business dress code shall be observed.

Business casual for Fridays is defined as follows:

- Casual shirts: All shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts. Examples of inappropriate shirts include T-shirts, shirts with slogans, tank tops, muscle shirts, camouflage, crop tops, and any other sport attire.

- Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts, camouflage, skintight pants, pants worn below the waist or hip line, and any other sport attire.

If an item of clothing is deemed to be inappropriate for the office by the employee's supervisor and/or the Human Resource Manager, the employee may be sent home to change clothes and return back to work dressed appropriately. Non-exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of their failure to comply with this policy. Violations of this policy may result in corrective action & penalties on the employee performance evaluation.

Supervisors or other management personnel can specify additional or alternative dress and grooming requirements for employees for safety reasons or based on the business needs of their departments (e.g. Parks and Recreation personnel).

Employees shall not purchase, consume or be under the influence of alcoholic beverages, while on duty or in Town uniform, nor shall they consume or possess illegal substances while on duty, or in Town uniform.

Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicity or disability, should contact the Human Resources Manager to discuss a reasonable accommodation.

Retaliation against persons who requires an exception to the Dress Code on a bona fide religious belief, ethnicity, or disability is strictly prohibited. Any act of retaliation, including interference, coercion, and restraint, by a Town employee or by one acting on behalf of the Town, violates this policy and will result in appropriate disciplinary action, up to and including discharge.

This organization is pledged to take positive action to assure that equal opportunity is granted to all. Every member of our management team has a personal responsibility for the implementation of our Equal Employment Opportunity Policy. Every employee has an obligation to assist in maintaining a nondiscriminatory working environment.

3.13 OUTSIDE EMPLOYMENT

The purpose of this Policy is to provide guidelines regarding outside employment performed by any Town of Bay Harbor Islands employee. Outside employment is employment in outside work, including without limitation self-employment, consulting or contract labor, which involves activities or duties separate and apart from the employee's official assigned duties at the Town of Bay Harbor Islands and which may result in compensation to the employee beyond that provided by the Town of Bay Harbor Islands. Town of Bay Harbor Islands Employees may engage in outside employment with the approval of the Town Manager and with the understanding that their primary duty, obligation and responsibility is to the Town of Bay Harbor Islands.

Procedure

All full-time and part-time Town of Bay Harbor Islands employees who engage in any outside employment must request permission from their Department Head / Manager before engaging in outside employment. To obtain prior written approval, the employee must file an *Outside Employment Request* form with their Department Head / Manager no later than ten (10) business days prior to accepting outside employment. The Department Head / Manager will then submit the form to the Human Resources office. The Human Resources office will submit the form to the Town Manager for final approval who will then provide a copy to the Town Clerks office for processing.

The request shall state the name and place of employment, the maximum hours of work, the expected duties and work schedule, the date of hire, and the name and telephone number of a supervisor and/or the person to whom the employee shall report while performing outside employment duties or activities. A duplicate copy of the *Outside Employment Request* form shall be returned to the employee providing information on whether the request has been approved or denied. Employees engaging in outside employment without the prior written approval of the Town Manager may be subject to disciplinary action up to and including discharge.

Guidelines

- Employees may not engage in any outside employment that creates a conflict of interest with their Town employment or a justifiable impression that such a conflict of interest may exist.
- Employees may not engage in any outside employment related duties and/or activities on Town time.
- Employees must avoid schedule conflicts and report to work with the Town in the event of any conflict with their outside employment work schedules.
- Employees may not engage in any outside employment where Town equipment, supplies, staff, facilities or material is to be used.
- Employees may not use confidential information obtained through their position as a Town employee to benefit their outside employment or for any other purpose other than as required by their regularly assigned duties as a Town employee.
- Outside employment may not interfere with the employee's performance of functions for the Town of Bay Harbor Islands.
- Employees who engage in outside employment may not use the Town of Bay Harbor Islands' name in such a manner that suggests institutional endorsement.
- The employee must keep his or her Department Head / Manager notified of any changes in outside employment status or duties.

- Absolutely no work shall be conducted by actions of contracting, performing, representing, or consulting within the Town of Bay Harbor Islands boundaries, directly or indirectly

State Regulated Licensees

It is the intent of this policy to eliminate the perception and possibility that any State regulated licensee employed by the Town of Bay Harbor Islands is participating or engaging in business within the Town boundaries. Furthermore, it is encouraged that the licensee places all their applicable licenses in inactive status while employed with the Town.

If a State regulated licensed employee wishes to engage in an outside employment opportunity, the employee must notify the Department Director by completing an Outside Employment Affidavit available from either the Director's Office or Human Resource Manager for each separate employment opportunity. The Department Head / Manager and the Town Manager must approve the disclosure form prior to the employee engaging in any outside employment activities. When engaging in outside employment, the employee must observe the following conditions:

1. Absolutely no work shall be conducted by actions of contracting, performing, representing, or consulting within the Town of Bay Harbor Islands boundaries, directly or indirectly.
2. No work shall be contracted, performed, represented, or consulted outside of the Town boundaries with any business entity or resident established within the Town of Bay Harbor Islands.
3. When engaging in outside employment, no business shall be conducted during Town of Bay Harbor Islands work hours. This would include using your personal or Town issued communication device, computer, or any other office machine for transacting any outside business.

When engaged in an outside employment opportunity, the employee must always give priority to the Town of Bay Harbor Islands. As requested on the Employment Disclosure Form, the employee must disclose any potential conflict(s) of interest when disclosing any outside employment opportunity. Actions or business affairs that may be interpreted as a conflict of interest and subject to disciplinary actions must be consulted with the Town Manager prior to engagement. All State regulated licensed employees must have a signed copy of this policy in their personnel folder. Violation of any of the above-mentioned conditions may result in immediate dismissal.

Responsibilities

A. Annual Financial Report: Outside Employment Statement

In accordance with Section 2-11.1(k)(2) of the Miami-Dade County Code, full-time Town employees engaging in outside employment shall file by July 1st of each year an annual financial report also known as Outside Employment Statement with the Town of Bay Harbor Islands Clerk. Applicable forms may be requested from the Town's Human Resources office and/or Town Clerks office.

B. Workers' Compensation/Disability Benefits

All injuries sustained during outside employment must be reported to the employee's supervisor prior to the next working day. An employee's failure to report an injury sustained during outside employment shall be grounds for disciplinary action up to and including dismissal from Town employment. Furthermore, employees engaging in outside employment shall be ineligible to receive workers' compensation or disability benefits under the Town's workers' compensation or disability plans when illness, injury or disability results from outside employment.

C. Department Heads / Managers

Department Heads / Managers must assure adherence to this Policy and ensure that employees requesting approval of outside employment follow this policy and procedure.

3.14 EMPLOYMENT OF RELATIVES

A. PURPOSE

The Town of Bay Harbor Islands is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Town of Bay Harbor Islands will hire relatives of persons currently employed only if:

a) Candidates for employment will not be working directly for or supervising a relative, and

b) Candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.

c) The candidate must meet all of the minimum qualifications required to successfully perform the role. All Town positions are filled with the intention of selecting the best candidate in regard to work history, relevant experience, educational credentials, knowledge, skills, and abilities.

B. DEFINITIONS

The following words, terms and phrases, when used in this policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *"Employee"* means every person engaged in any employment with the Town under any appointment or contract of hire, express or implied, oral or written, for remuneration, including without limitation all full-time, part-time, seasonal, permanent and temporary employees.

"Public official" means an officer or an employee of the Town in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment at the Town. "Public Official" includes, but is not limited to, the Town Manager, Assistant Town Manager, Department Head / Manager / and any managers or supervisors who are delegated authority to recommend individuals for appointment, employment, promotion, or advancement.

"Relative" means an individual who is related to the public official or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or other members of employee's household. This specifically includes all such relationships established through adoption or marriage.

The employment application has a designated section for candidates to disclose any relative relationships with existing Town of Bay Harbor Islands employees. Failure to submit the signed application to the Human Resource Manager may result in disqualification from employment.

The hiring supervisor is responsible for ensuring policy compliance. Department directors are responsible for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for immediately reporting any change to their supervisor.

Related persons employed as of October 1, 2019, may continue their employment in their respective department, subject to Town Manager approval with recommendation from the Human Resource Manager and Department Head / Manager, provided that no conflict of interest occurs, and the relationship is in compliance with Florida Statute 112.3135.

If transfer is required or recommended, it shall be within the sole discretion of the Town Manager to determine which relative-employee to transfer.

In the event that no such transfer is possible, or if such a transfer is not accepted by the employees, and if neither employee will resign, the Town shall terminate the employment of one of the relative-employees. In that circumstance, it shall be within the sole discretion of the Town Manager to determine which relative-employee to terminate.

C. **COMPLIANCE**

1. Department Heads / Managers are responsible for ensuring policy compliance, including monitoring changes in employee reporting relations after initial hire.

2. Employees have the responsibility to notify their supervisor or Department Head / Manager of any potential or existing relationship which falls under the definitions provided in this policy.

3.15 FRATERNIZATION

The Town believes that romantic relationships create a conflict of interest (actual or perceived) or adversely affect work performance and employee morale, create concerns of favoritism, and potentially result in claims of harassment. As such, the Town prohibits employees from having romantic relationships with other Town employees. For purposes of this policy, a "romantic relationship" includes marriage, dating, sexual relationships, domestic partnerships, and employees who share the same household as a couple. If the Town determines that employees are engaged in a prohibited romantic relationship, the employees involved in said relationship shall be subject to disciplinary action, up to and including termination. If said relationship involves any Town charter officer, the Town Council will be promptly notified and will determine the appropriate course of action.

3.16 COLLECTIVE BARGAINING AGREEMENTS

In the event of a conflict between a collective bargaining agreement covering any Town employees and this Employee Manual or any other policy issued by the Human Resource Manager, the applicable provision(s) of the collective bargaining agreement provisions shall take precedence.

3.17 EMPLOYEE WORKSPACE

The Town provides offices and other workspace, including but not limited to, desks and Town vehicles, for use by employees for business purposes only. The Town's employee workspaces are not private and are subject to inspection by the Town at any time. Management may at any time inspect and review any and all files (hard copy or electronic), desks, drawers, filing cabinets, lockers, storage areas, compartments and all other areas of an employee's workspace and their contents, with or without the employee's knowledge.

The Town establishes a neat workspace policy in accordance with its values of efficiency and professionalism. As an expression of those values, all office areas, including employee workspaces and common areas, should be kept neat, orderly, and free of clutter. Before leaving the work area at the end of the workday, the Town requires employees to organize their areas to secure work materials, including storing files inside desk drawers and cabinets.

Employees are also encouraged to decorate their workspaces. However, employees must ensure that any/all workspace decorations are not offensive in nature and are in compliance with the Town's anti-discrimination, anti-harassment, and anti-bullying policies.

3.18 EMPLOYEE RECORDS AND EMERGENCY CONTACT INFORMATION

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying their department and the Human Resource Manager of any changes, such as changes of address (even if temporary); telephone number; emergency contact(s); beneficiary; number of dependents; divorce; marriage; or any change of status not previously reported that was originally given at time of employment. This is the responsibility of the employee and failure to comply may result in loss of employee benefits and/or disciplinary action.

3.19 COMPLIANCE WITH THE PUBLIC RECORDS LAW

The Public Records Act, codified in Chapter 119, Florida Statutes, entitles any individual access to Town public records. Public records are defined as [1] materials made or received by the Town [2] in connection with official Town business and used to [3] perpetuate, communicate or formalize knowledge of some type.

Examples of materials include papers, emails, electronic files, photographs, videos, text messages, and audio. If these materials are made or received by Town employees, have a connection to Town business, and were intended to communicate or formalize knowledge, any person may inspect or receive a copy of these materials.

EMPLOYEE OBLIGATIONS

An employee who receives a verbal or written request for public records must promptly respond based on the circumstances. For the inspection of records, this may entail compiling the requested records and providing an inspection site (i.e., a room). For copies, this will entail making legible photocopies or providing said records in electronic form.

Town employees are required to store public records in their control in a manner such that they can be accessed. This may include the creation of a filing system (physical and digital). As such, **Town employees must not destroy public records unless it is done so in accordance with law.**

A deposit may be required before resources are expended. For copies of standard papers, a cost of 15 cents per page may be imposed. Copying other materials (e.g., large maps, videos) may require the imposition of additional costs as determined by the Town Manager.

EXEMPTIONS & NOTICE

The Town will not provide public records to requestors if they are exempt and/or confidential, as defined by law. Examples of exempt records include the social security numbers of all current and former Town personnel, direct deposit records identifying banking institutions and account numbers, discrimination complaints and investigations (this exemption is temporary), and contact information of public safety employees, their spouses and/or children. Because the number of exemptions is voluminous, employees must contact a supervisor if they are unsure whether a record falls under an exemption.

If a public record request is received for any active Town employee, the Town will notify the employee as soon as possible that such request was received.

VIOLATIONS

Florida law provides that a "knowing" violation of the Public Records Act is a criminal offense. All other violations are noncriminal, but punishable by fines. A violation of this policy may subject employees to discipline up to and including termination.

3.20 PAYROLL

PAY PERIOD

The payroll period is biweekly, although each week stands alone for compensation purposes (FLSA work cycles may differ for employees covered by a CBA). Employees will receive their paycheck on Friday, for the pay period ending the previous Sunday, for a total of twenty-six (26) pay periods per year. The official workweek extends from 12:00 a.m. on Monday through 11:59p.m. on the following Sunday for Administration and General Employees. Public Works employee's workweek extends from 12:00 a.m. on Tuesday through 11:59 p.m. on Monday. If the payday falls on an official Town holiday, employees will be paid on the preceding workday.

PAYROLL DEDUCTIONS

Employee pay represents the full amount of earnings each pay period, minus the appropriate required federal deductions, such as federal withholding (income tax), social security, and Medicare taxes. The Town deposits this deducted amount with the U.S. Treasury for credit on employee income tax calculations at the end of the year. Employees are responsible for completing a W-4 form properly and updating it when necessary. The Town will provide Form W-2 showing total earnings for the year and the amount of taxes that have been withheld. Employees eligible to carry Town benefits will have payments for these items deducted from their pay based on the completed benefit enrollment form. Each employee is responsible for confirm that deductions are correct and shall notify when there is a change in status that may impact benefit participation eligibility or deduction amounts.

Underpayment

If an employee is paid less than the compensation to which the employee is entitled or has been overcharged for coverage in an employee benefit plan, the Town shall correct the situation by paying any funds due to the employee in the next payroll check after the proper determination and corrective calculations have been made and processed.

Overpayment



If an employee has been compensated above the appropriate pay rate or has not paid the proper deduction for coverage in an employee benefit plan, financial restitution is due the Town. Generally, such restitution shall be made immediately by personal check to the Town or by payroll deduction from the next payroll check after the proper determination has been made. At the employee's option, restitution may be accomplished through payroll deduction over the same period of time as the employee received the overpayment.

Questions Regarding Employee Paychecks

The Town takes every precaution to avoid errors in pay. However, if an error does occur inadvertently, the employee should inform his/her supervisor who will contact the Finance Department and determine whether an adjustment is appropriate. If the paycheck contains an error, an adjustment will be made as soon as feasible.

3.21 TOWN VEHICLES

If determined to be operationally necessary, some employees will be issued Town Vehicles. If an employee is allowed to drive a Town vehicle or if an employee is issued a Town take home vehicle, it is the responsibility of the employee to drive that vehicle for Town related business ONLY and not for personal use of any kind. Furthermore, those employees allowed to drive a Town vehicle shall be required to maintain a valid driver's license and must provide the Human Resource Department with a copy of the driver's license on October 1st of each year or as required upon random inspection. The loss or failure to maintain a current Florida driver's license may result in disciplinary action up to and including termination. Any change in status of the driver's license must be immediately reported to the Human Resource Department no later than the next day after occurrence.

3.22 EMPLOYEE REFERRALS

Employees who refer applicants for open positions of employment with the Town shall receive a $200 referral bonus for each person they refer that gets hired by the Town.

3.23 EMPLOYEE RECOGNITION PROGRAM

Employees who are nominated by the Town's Recognition Awards Committee to have performed above and beyond throughout the year in their area of work will be acknowledged and receive recognition for their exemplary service at the annual Employee Awards Banquet.

3.24 BROAD CAUSEWAY SUNPASS

Employees who are actively employed by the Town and will be driving into work, will receive a sun pass exemption for the Toll located on Broad Causeway for the duration of their employment with the Town. The sun pass account must be and remain in good standing with sufficient funds and must be registered under the employee's name.

3.25 BENEFICIARIES

If an employee passes away while employed with the Town, the beneficiaries on file for the life insurance policy will be the beneficiaries who will receive payment for any unused time off in the employee's time banks (sick, vaca, personal, admin, comp etc.)

3.26 TOWN RECORDS

The designated custodian of public records for the Town is the Town Clerk and Deputy Town Clerk. Any requests for public records will need to be answered in consultation with the Town Clerk's office, who might require a review of the public records being provided depending on the type of record. Many records contain information that is exempt from public disclosure and will need to be redacted. Each redaction on a document must cite the specific exemption that applies to that portion of the document. Routine requests are not to be delayed and it is still your responsibility to provide the records (example: copies of water bills, code enforcement violations, building permits, or any blank forms or informational brochures). Public Records requests must be responded to timely. Any questions with regard to public records and exemptions can be addressed to the Town Clerk or Deputy Town Clerk. Certification of public records can only be done by the Office of the Town Clerk.

Records Retention – Employees shall follow the record retention schedule in consultation with the Town Clerk's office. The Town Clerk is the designated Records Manager Liaison Officer for the Town with the State of Florida and must report and document the destruction of public records in accordance with the schedule and state law. Any employee who knowingly destroys public records in their custody will be subject to disciplinary action which may include termination.

SECTION 4: STANDARDS OF CONDUCT

4.1 CONFLICT OF INTEREST

The Town expects its employees to adhere to the highest ethical standards of conduct in performing their duties and to devote their best efforts to the interests of the Town and its residents. Activities and dealings by employees that appear to create a conflict between the Town and the employee are unacceptable. The Town recognizes that employees can engage in activities outside of their employment which are private in nature and unrelated to the Town's operations. However, no officer or employee of the Town shall have any interest (financial or otherwise, direct or indirect), engage in any business transaction or professional or personal activity, or incur any obligation of any nature, which conflicts with the proper discharge of the employee's duties in the public interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes), or the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

An employee must disclose any possible conflicts to the Department Head / Manager, Human Resource Manager, Assistant Town Manager, or Town Manager. If an employee has any question

whether an activity or proposed activity would create a conflict of interest, he or she should immediately contact his/her Department Head / Manager, Human Resource Manager, Assistant Town Manager, or Town Manager.

Because of the potential for a conflict of interest, an employee must disclose at least 10 days prior or as early as practicable if he or she is a board member or holds a leadership and/or elected official position with any condominium association or homeowner's association for a community located within the Town of Bay Harbor Islands.

Employees are prohibited from meeting with any person required to register as a lobbyist pursuant to Section 2-11.1 of the Miami-Dade County Code without verifying that the person has registered with the Town of Bay Harbor Islands' Town Clerk.

Violation of this policy will result in corrective action, up to and including termination from employment.

4.2 CODE OF CONDUCT

The Town of Bay Harbor Islands maintains a single high standard of integrity in all activities. High moral and ethical standards among public officials, both elected and appointed, and public employees are essential to gain and maintain the confidence of the public. It is the policy of the Town of Bay Harbor Islands to maintain an ethical and accountable local government which earns the public's full confidence for integrity. This policy governs the conduct of all Town employees at all times.

The success of the Town and our ability to provide meaningful, rewarding work depends upon the commitment of each employee to the Code of Conduct.

The Code of Conduct is as follows:

- Give willingly a full day's effort as demonstrated by punctual and regular attendance; apply individual skills, training, abilities and conscientious care in avoiding the waste of time, effort, facilities or materials in both scheduling and performing work.

- Deal fairly, reasonably, considerately and honestly with all persons engaged in Town activities or associated with it in any way -- fellow employees, including supervisors and subordinates as well as residents and guests, suppliers and the general public.

- Comply fully with the principles, policies and instructions which are established for conducting the activities of the Town and the approved methods and procedures provided to assure that standards of quality and safety are met.

- Act with the recognition that together we are the Town and are associated for the purpose of serving the residents and guests of the Town, and that our success and that of the Town are determined and measured by the extent to which the residents and guests are served.

- Abide by the established ethical, moral and legal codes of the Miami-Dade County Commission on Ethics, which govern the behavior of government employees and officials.

The Town maintains confidence in its employees and in their honesty in all Town related activities and relies on them to follow specified safety and operating procedures. Town rules and regulations have been established in the best interest of the Town and its employees. The Town rules attempt to assure fair practices for all employees regardless of race, religion, color, sex, national origin, sexual orientation, gender identity, pregnancy, age, marital status, disability, and Veteran status, and to maintain a safe and smoothly functioning work environment.

All employees with the responsibility and authority to supervise and direct employees under their control shall: administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or Town policies and procedures; and address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.

PROHIBITED BEHAVIORS

Each employee is responsible for his or her compliance with the Town's policies and procedures and applicable federal, state and local laws and regulations and will be held accountable for any violations, including appropriate corrective action.

The Town has the right to discharge an employee immediately for infractions specified below. This sample list is **not all inclusive** and an employee may be disciplined or discharged without warning for a serious offense which is not listed below. The Town also reserves the right to use discretion in determining appropriate disciplinary action when mitigating circumstances are present. The Town may act in sole discretion and without advance notice except as limited by provisions of valid federal or state statutes. Nothing in this policy is intended to be or should be construed as being contractual in nature.

The Town will take disciplinary action in any case where the conduct of the employee is detrimental to the Town or other employees. Whenever possible the Town will use a progressive disciplinary system. The Town is not obligated to use all of the progressive disciplinary steps

available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. All disciplinary actions as well as memos clearing the record must be clearly documented and shall become a part of the employee's personnel folder, and subject to removal in accordance with Florida public records retention schedule. Employees must be given every opportunity to explain their actions.

During an investigation into alleged offenses or violations of Town policies, the Town may, in its sole discretion, place the employee on administrative leave. Such leave must be pre-approved by the Town Manager or his/her designee. The leave may be with or without pay and may be charged to available accrued leave if authorized by the Town Manager. These policies shall apply to all employees unless an applicable collective bargaining agreement expressly provides to the contrary.

An employee found to have committed any of the below listed offenses will be subject to appropriate corrective action, up to and including termination from employment, including first offense situations. The list below is illustrative, not exhaustive.

Crimes, including but not limited to robbery, embezzlement, forgery, perjury, drugs, tax evasion, fraud, or any criminal offense involving dishonesty, breach of trust, or violence, resulting in conviction, adjudication withheld, or a plea nolo contender (no contest). .
Violation of the provisions of the Charter of the Town of Bay Harbor Islands, the Employee Manual, any other policy or procedure of the Town of Bay Harbor Islands, and/or ethical behavior. Act of incompetence or chronic inefficiency in the performance of assigned duties.
Neglect of duty or loitering while on duty.
Insubordination (defiance of authority; refusal to obey orders)
Failure to carry out instructions.
Deliberate misuse, destruction, or damaging any Town property (including Town records under your care) or the property of another employee.
Misappropriation, theft, conversion, or removal of any Town funds, Town property, or the property of another employee without proper authorization.
Unauthorized possession of firearms, explosives or weapons on Town property in violation of the Town's Workplace Violence policy.
Receipt of any gift, favor or benefit or engagement in any conduct, activity, enterprise or outside employment that is inconsistent, incompatible or immoral, or in legal or technical conflict with your duties, functions and responsibilities as a Town employee, or in violation of the Town of Bay Harbor Islands' Code of Ethics, Miami-Dade County Conflict of Interest and

Code of Ethics Ordinance, or the State of Florida Code of Ethics for Public Officers and Employees (Ch. 112, Florida Statutes).
Acts of employee showing lack of good moral character and good judgment resulting in an organizational impact.
Unauthorized alteration of time records, failure to accurately record or report time worked, and working overtime without prior authorization.
Absence without leave or failure to report for duty after an administrative leave, medical leave, suspension, or any other type of approved leave has expired; abandonment of position.
Making false claims or misrepresentations to obtain sickness, disability, workers' compensation or any other benefits.
Dishonesty or untruthfulness.
Use or attempted use of political influence or bribery to secure an advantage of any manner.
Excessive tardiness and/or absenteeism in violation of the Town's Attendance and Punctuality policy.
Falsifying personnel or other Town records, including, but not limited to, employment applications, accident records, work records, purchase orders, time and attendance records, or any other report, record or application.
Refusal to testify before a judicial proceeding or any other investigating committee concerning a matter within the scope of the employee's job duties (except as permitted by law).
Having been refused a surety bond, if required for employment.
Failure to obtain or maintain any license or certification required for employment.
Instigating or participating in a walkout, strike, unlawful picketing, slow-down, or other concerted stoppage of work.
Having been involved in an excessive number of accidents resulting in injuries or property damage.
Violation of the Town's Drug-Free Workplace policy.
Smoking of any tobacco products, including electronic cigarettes, in violation of the Smoke Free Workplace Policy.
Failure to notify immediate supervisors, not later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. See Section 4.6 Employee Arrest or Charge.
Failure to report to the Town when employee's driver's license is revoked or suspended when the employee's position requires the operation of a motor vehicle.
Allowing hitchhikers or otherwise unauthorized persons to ride in Town vehicles.
Acts of misconduct while on duty.

Violating a safety rule, departmental rule, Town policy, or special orders.
Provoking or instigating a fight or fighting at any time on Town property or while on duty.
Threatening, intimidating, coercing, or abusing fellow employees, supervisors or the public in the line of duty; behaving in a way that interferes with the cooperation of employees or impairs the efficiency of municipal service.
Use of profane, abusive or offensive language in the workplace or directed toward co-workers, elected officials, or members of the public.
Posting or removing any matter on bulletin boards or Town property at any time unless authorized.
Unauthorized release of confidential information.
Distributing or causing to be distributed, during normal working hours, written matter of any kind on Town premises without proper authorization. The purpose of this provision is to prohibit interference by one or more employees with the work of other employees or with the operation of the Town's business.
Violation of federal, state or local law, including, but not limited to, Town of Bay Harbor Islands' Codes and Ordinances, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, or the State of Florida Code of Ethics for Public Officers and Employees (Ch. 112, Florida Statutes).
Gambling or engaging in any other game of chance during working hours, while in a Town uniform or on Town property.
Failure to act through appropriate means and channels when witnessing and/or being aware of corruption, misconduct, harassment, discrimination, bullying, or neglect of duty whenever discovered.
Using a position of public trust to gain access to the media for the purposes of criticizing colleagues, other public officials, citizens, or staff, impugning their integrity or vilifying their professional beliefs.
Using information gained confidentially in the performance of governmental duties as a means of making private profit.
All Town employees shall practice civility and decorum in their dealings with others. Belligerent, personal, derogatory, impertinent, slanderous, threatening, abusive or disparaging comments will not be tolerated. No shouting or physical actions that could be construed as threatening will be tolerated.
Unauthorized absence from work for a period of three (3) or more workdays will be considered as the employee's voluntary abandonment of his or her position.
Conduct unbecoming a public employee.

Engaging in any other actions which are determined by the Town Manager to be a poor representation of the Town of Bay Harbor Islands and warrants corrective action.

Department Heads / Managers, and supervisors are expected to set an example and to enforce the Code of Conduct rules based on facts, uniformly, with fairness and impartiality.

4.3 CORRECTIVE ACTION

The Town expects employees to perform their job duties in accordance with the law and the established performance and attendance standards for their positions, to conduct themselves appropriately in the workplace and to comply with Town policies, including, but not limited to, the employee code of conduct. It is critical for all Management to be aware that continuous supervision and two – way communication related to performance can effectively minimize performance issues that would require corrective action.

Employees who are unresponsive and do not satisfy the applicable performance, attendance and conduct expectations are subject to appropriate corrective action. The purpose of such corrective action is to identify and correct the issue, prevent recurrence, and improve the employee's job-related performance and workplace conduct.

The Town's corrective action process generally will proceed in four steps:

1. Counseling and Verbal Warning
2. Written Warning
3. Final Warning and/or Suspension
4. Recommendation for Termination from Employment

This sequence for the corrective action process is recommended in order to grant employees the opportunity to correct any behavior or performance issues, but not mandatory. The Town reserves the right to skip or repeat steps in the corrective action process based on the facts and circumstances of the individual situation. For certain offenses, a written warning, final warning or termination from employment may be the first corrective action step taken by the Town.

Corrective action may also include a performance improvement plan, suspension (unpaid), demotion, reassignment, probation, training, or other appropriate action, whether separate from or in combination with the steps listed above.

The determination of the appropriate corrective action step will be at the discretion of the Department Head / Manager following a recommendation from the employee's immediate supervisor/manager, with the exception of suspension and termination. Recommendation for suspension and termination shall be determined by the Department Head / Manager in consultation with Human Resources Manager and presented to the Town Manager for final approval. For employees reporting directly to the Town Manager, the appropriate corrective

action step will be at the discretion of the Town Manager. For sworn personnel, this policy will also be administered in accordance with the Collective Bargaining Agreement.

Nothing in this policy alters the at-will nature of an employee's employment with the Town.

4.4 SUSPENSIONS

An employee may be suspended for up to twenty (20) workdays without pay for violation of the Employee Code of Conduct or any other departmental or Town policy, including but not limited to, the policies in the Employee Manual. An employee may request that the Town Manager review the suspension pursuant to Step 3 of the Employee Dispute Resolution Procedure (*see* Policy No. 2.7). If the employee makes such a request, the suspension shall be stayed until the conclusion of the Town Manager's review.

Where circumstances warrant such as the employee being indicted by any grand jury or upon information being filed against him/her by any prosecuting official; the Town Manager, Assistant Town Manager, Human Resources Manager or responsible Department Head / Manager may immediately suspend an employee. If the Department Head / Manager and/or Human Resources Manager suspends an employee in an emergency or hostile situation, the Department Head / Manager must notify the Town Manager or Assistant Town Manager immediately.

4.5 INTERNAL INVESTIGATIONS

The Town may conduct internal investigations pertaining to security, employee conduct, alleged violation of the Employee Code of Conduct or any other departmental Town policy or other work-related matters. Employees are required to cooperate fully with and assist in such investigations if requested to do so and are required to provide honest and truthful information. Refusal to cooperate in an investigation, providing dishonest or false information in an investigation, or retaliating against any employee who participates in an investigation may result in corrective action, up to and including termination from employment.

Where circumstances warrant, the Town Manager may place an employee on administrative leave pending the Town's investigation. Internal investigations may be conducted by the Police Department, Human Resources Manager, or outside investigative agency at the request of the Town Manager.

4.6 EMPLOYEE ARREST OR CHARGE

Policy

As a condition of employment with the Town of Bay Harbor Islands, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for

an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Manager following an arrest/indictment, promise to appear, or conviction.

Procedure

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,
- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Bay Harbor Islands employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Manager of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

4.7 SOLICITATION/DISTRIBUTION

Solicitations of any type are not permitted by an employee on the Town's premises when the employee is engaged in performing his or her work tasks. Any employee who does so and thereby neglects his or her work, or interferes with the work of others, will be subject to corrective action. Solicitations are not permitted at any time on the Town's premises by persons not employed by the Town.

Distributions of pamphlets, handbills, flyers, folders, or other materials by an employee in Town premises are not permitted when the employee is engaged in performing his or her work tasks. Distributions, as described above, are not permitted by employees at any time in working areas. Any employee who violates this policy will be subject to corrective action. Distributions, as described above, are not permitted at any time on Town premises by persons not employed by the Town.

Solicitation which is prohibited also includes the act of requesting donations, contributions from any other employee, resident, vendor or anyone who does any type of business with the Town. (example: an employee asking for donations for their child's sports team from other employees)

Employees may not post any notice or other literature on Town property without prior approval by the Town Manager, Assistant Town Manager, or Human Resources Manager.

Solicitation or distribution must not impede access in or out of the Town's buildings or other premises, impede physical movement within the building or premises, or interfere with work being performed by the Town's employees and public officials.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Manager.

4.8 GIFTS

It is the policy of the Town that all employees are prohibited from soliciting, demanding, and/or receiving or accepting any gift, favor or benefit from any vendor, registered lobbyist, Town resident, individual, other employee, or entity related to one's employment by the Town.

Additionally, no matter the value, an employee may not accept any gift, favor or benefit from any person or entity where there is a real or potential risk of compromise or conflict of interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112), the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, or the Town of Bay Harbor Islands' Code of Ethics.



The following exceptions may be made for this policy:

- Shareable and edible gifts (must be disclosed to the Human Resources Manager prior to consumption)

- Discount offers that apply to general population or government employees (example: hotel in Town offers a discount to all government employees – it is not a violation to accept the discount).

Should an employee be unclear if a specific item falls within the exceptions of the Gift policy, the employee should contact his/her immediate supervisor and/or the Human Resources Manager.

4.9 ELECTIONS AND POLITICAL CAMPAIGNS

It is the policy of the Town that all employees are prohibited from soliciting or accepting any political contribution in any Town of Bay Harbor Islands property, including Town Hall, Police Department and the parks. Such prohibited solicitations include, but are not limited to, using Town phones, faxes or computers to solicit contributions or personally approaching any person at any Town of Bay Harbor Islands property for the purposes of asking for or receiving a political contribution.

Employees are prohibited from providing services to a candidate (including current councilmembers running for re-election, presidential elections, any other types of candidates) for elective office during the employees' work hours for the Town of Bay Harbor Islands. Employees are prohibited from providing service to a candidate for elective office during the employees non-working hours IF the services provided to the candidate are done so using any type of privilege or resource associated with the employee's employment with the Town (example: employee is off duty using a Town issued cell phone to campaign). Also, if an employee is at an event in his or her official capacity, the employee is prohibited from electioneering for a candidate at that event. This prohibition also applies to any employee that is or intends to become a candidate for elective office, either within the Town or in another jurisdiction. In that circumstances, the employee is prohibited from campaigning for himself or herself during his or her work hours for the Town.

4.10 EMPLOYEES PROHIBITED FROM SEEKING ELECTIVE OFFICE

Employees are prohibited from seeking elective office in the Town of Bay Harbor Islands, including Mayor, Councilmember or any other elective office. The term "seeking elective office" means qualifying as a candidate for Town elective office. If an employee seeks elective office, the employee must adhere to current State law requirements (generally the employee must submit a resignation from employment when the employee qualifies as a candidate for Town elective office). If an employee does not resign, the employee will be terminated from employment.

SECTION 5: COMPUTER AND ELECTRONIC RESOURCES

5.1 TOWN COMPUTER SYSTEM, INTERNET, EMAIL, VOICEMAIL AND CELL PHONES



The Town of Bay Harbor Islands' computer system, internet, email, voicemail and Town-issued cell phones are property of the Town. It is the policy of the Town of Bay Harbor Islands that use of its computer systems (including desktop and laptop computers, network and software, computer aided dispatch (CAD)), internet, email, voicemail and Town-issued cell phones (including smart phones and personal digital assistants (PDA)) and iPads/tablet computers is limited solely to appropriate business use. Employees are not allowed to use the Town's computer or voicemail systems or Town-issued cell phones or iPads/tablet computers for their personal benefit or to store personal information on Town computer systems.

Employees are strictly forbidden from installing software on any computer or other device connected to the Town's network or computer systems without the express written permission of his/her Department Head / Manager. Failure to obtain appropriate approval shall result in corrective action, up to and including termination from employment. The intentional introduction of a computer virus, Trojan horse, or other malicious code is strictly prohibited and will result in termination from employment.

This policy reaffirms that Town employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail, text or instant message, voicemail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer or voicemail system, or Town-issued cell phone or iPad/tablet computer. Employees have no right to privacy in any matter, whether personal or business-related, stored in, created, received or sent through the Town's email, internet, computer or voicemail systems or Town-issued cell phones and iPads/tablet computers. The Town reserves the right to monitor the use of its voicemail and computer systems and Town-issued cell phones and iPads/tablet computers, including but not limited to e-mail, internet use, website history, call and text message history and history of materials, data and files downloaded or uploaded. The Town also reserves the right to retrieve and read any text or other message composed, sent, or received using the Town's email or computer systems or Town-issued cell phones and iPads/tablet computers. Monitoring and retrieval may occur at any time without prior notice.

Employees using the internet are prohibited from transmitting any material or using the internet in violation of any federal or state law. This includes but is not limited to copyright infringement, engaging in discrimination or harassment, or the communication of unlawful materials. The Town's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, Town, province or other local jurisdiction. Use of any Town resources, including, but not limited to, the computer systems, email, internet or Town-issued cell phones and iPads/tablet computers, for illegal activity is grounds for immediate termination from employment.

If an employee defeats or attempts to defeat security restrictions on the Town's systems and applications, such actions will result in immediate termination from employment.

The Town recognizes that brief and occasional personal use of e-mail and the internet is acceptable as long as it is: (1) not excessive or inappropriate, (2) is restricted to non-working time (i.e., during break time or meal periods), (3) does not violate any of the prohibitions listed in this Employee Manual, (4) not in support of a personal business venture, (5) has no video, graphic, picture, or massive attachments, (6) not a chain letter or transmission of unsolicited commercial mail ("spam"), (7) does not violate the law, and (8) does not interfere with the Town's business operations or cause congestion, disruption, or impairment of the Town's networks or systems. The Town reserves the exclusive right to determine whether any personal email use is inappropriate, excessive and/or violates this policy.

Employees are expected to exercise professionalism in all business communications including those in electronic and voice format.

The Town's Harassment-Free Workplace policy also applies to an employee's use of the Town's computer system, internet, email, voicemail and Town-issued cell phones and iPads/tablet computers.

The Town expressly prohibits the following:

1. Discourteous communication to or about other persons, the Town or other organizations.
2. Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
3. Sending or soliciting sexually oriented messages or images including accessing any adult (pornographic) websites.
4. Issuing or forwarding chain mail and other frivolous messages.
5. Accessing gambling or hate group websites.

6. The circulating of jokes, comics or non-job-related computer graphics.

7. Personal/private employee blogging or personal/private use of such social media websites including, but not limited to, Facebook, Twitter, You Tube, and LinkedIn.

8. Soliciting donations, including charitable campaigns, except as specifically authorized or part of official Town-sponsored events, i.e., blood drives, United Way, etc.

9. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.

10. Sending, receiving, printing, posting, or otherwise disseminating proprietary data, Town logos or other confidential information of the Town of Bay Harbor Islands in violation of any policy or proprietary agreements.

Disciplinary action for violation of this policy may include, but is not limited to, termination, suspension, or transfer of the offending employee. In cases involving less serious violations, disciplinary action may consist of warning or reprimand. Remedial action may also include counseling, changes in work assignments, or other measures designed to prevent future misconduct. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the Town and fellow employees.

When utilizing e-mail, etiquette is important. The strategies for effective e-mail communication are as follows:

- whenever possible, avoid communicating through e-mail on a sensitive subject that should be addressed in person;
- communicate confidential information in another form other than e-mail;
- check for accuracy and use correct grammar, spelling and punctuation;
- read all messages and respond regularly;
- avoid the use of typing a message in all capital letters;
- be careful not to use the 'Reply All' function when not intended, for e.g., system-wide distribution;
- ensure that messages are deleted or saved; the server should not be used to permanently store messages. However, messages can only be deleted in accordance with records retention laws / schedule (please see Town Clerk if clarification is needed).

5.2 CELL PHONE AND PHONE USAGE

The Town recognizes that cellular telephones can be very valuable in times of emergency and can enhance the operational effectiveness and efficiency of staff while away from the office. The Town may issue Town Cell phones to employees who are deemed to have them due to operational necessity. It is the responsibility of those employees who have Town issued cell phones to ensure that they are responsive to their cell phones, that the cell phones are fully charged before each work day, inappropriate applications are not installed, long distance calls are not done and proper care and handling of the phone is exercised at all time. Excessive use of cellular telephone devices whether personal or Town issued, during working hours for non-business purposes can be distracting and interfere with employee productivity. As such, during working hours, employees are expected to limit personal calls as much as possible and instead make and take personal calls during non-working hours (e.g., during break and lunch periods), except in those exigent circumstances that demand immediate personal use. Employees are similarly expected to limit texting during working hours so that it does not become a distraction while performing their job duties. Supervisors are expected to monitor the activities of their employees to ensure that they are not distracted by telephone calls, texting or other activities associated with or accessible via cellular telephones, including the use of social media.

During working hours, employees should not utilize their cellular telephones to: access the Internet for non-work related purposes; violate any of the Town's Internet or email policies; visit or utilize social media; play games; watch movies or other televised programming; or engage in any activity prohibited by Town policy, including, but not limited to gambling or accessing or distributing pornographic or discriminatory material.

Employees should be aware that the record of telephone calls made on their telephones may constitute public records if those calls concern official Town business pursuant to the Florida Public Records Act, which defines public records as: "…documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency." If a public records request is submitted for an employee's phone records, the employee should assist the Town in identifying calls that were made in connection with official Town business so that those records may be produced in response to the request.

Text messages sent or received by Town employees in connection with official Town business may be public records and subject to disclosure under the Florida Public Records Law. Town employees are required to forward all text messages sent or received in connection with official Town business to their Town email address for record retention purposes. Failure to do so is a violation of this policy. Text messages regarding notifications to members of the public of Town events or emergency situations may be sent by authorized Town personnel only.

While operating a Town vehicle / machinery and/or during the performance of Town business (regardless of whether or not an employee is driving a Town vehicle), employees are required to exercise caution, since the use of cellular telephones while driving presents a potential safety hazard. In order to promote safety and minimize liability, the following activities are prohibited while operating a Town vehicle or any vehicle during the performance of Town business:

- Making or answering telephone calls without a hands-free headset, Bluetooth device, or voice activated features available on the employee's phone;
- Sending or reading text messages, instant messages, BBMs, PIN messages or the like;
- Sending or reading email messages;
- Accessing the Internet;
- Using or accessing any telephone applications or "Apps";
- Playing games;
- Taking pictures or making video recordings;
- Recording voice notes or messages;

The foregoing list is not meant to be exhaustive but is a mere representation of popular cellular telephone functions which are prohibited by the Town while employees are operating a Town vehicle and/or during the performance of Town business (regardless of whether or not the employee is driving a Town vehicle).

Department Heads / Managers are expected to serve as role models for their subordinates to ensure compliance with the provisions of this policy and should routinely remind employees of their obligation to comply with this policy.

5.3 BLOGGING AND SOCIAL NETWORKING

PURPOSE:

This document defines the social networking and social media procedure for the Town of Bay Harbor Islands, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

PROCEDURES:

Personal Use

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

Town employees must never co-mingle their own personal social media / email etc. with any Town accounts /blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.
- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Bay Harbor Islands, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public



Information Officer or Human Resources Manager.

- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

Professional Use

All official Town-related communication through social media outlets should remain professional in nature and should always be conducted in accordance with the Town's communications procedure, practices and expectations. Employees must not use official Town social media sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.

Town employees should be mindful that inappropriate usage of official Town social media sites can be grounds for disciplinary action. If social media accounts are used for official Town business, the entire Town site, regardless of any personal views, is subject to best practices guidelines, and standards.

Only individuals authorized by the Town may publish content to a Town web site or Town social computing technologies.

Approval and Registration

All Town social media sites shall be (1) approved by the Town Manager and (2) published using approved social networking platform and tools.

Any new social media accounts and/or pages must be requested to the Town Manager and approved by the Town Manager.

The Town Manager will review the request for a new social media page and determine if there is a need for it.

The Town Manager or designee will have administrative authority to all pages which are associated with the Town.

In an effort to maintain consistent messaging and overall Town branding, Boards, and Town Committees are not permitted to create social media accounts. We urge all boards and committees to work with their liaison to submit social media content to be shared through the Town's appropriate social media platforms.

Oversight and Enforcement

Employees representing the Town through social media outlets or participating in social media features on Town websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in Town social media sites, blogs, or other social media features.

Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. Town employees recognize that the content and messages they post on social media websites are public and may be cited as official Town statements. Social media should not be used to circumvent other Town communication policies, including news media procedure requirements. Town employees may not publish information on Town social media sites that includes:

- Confidential information
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

Records Retention

Social media sites contain communications sent to or received by the Town and its employees, and such communications are therefore Public Records pursuant to the Public Records Act, Chapter 119 of the Florida Statutes. The Town shall ensure that posts are not deleted in any way as to affect the retention of that record

EXTERNAL PROCEDURE

The following guidelines must be displayed to users on all social media sites or made available by hyperlink.

Moderation of Third-Party Content

This Town social media site serves as a limited public forum and all content published is subject to monitoring. User-generated posts will be rejected or removed or hidden (if possible) when the content

- contains obscenity or material that appeals to the prurient interest
- contains personal identifying information or sensitive personal information
- contains offensive terms that target protected classes
- is threatening, harassing or discriminatory
- incites or promotes violence or illegal activities
- contains information that reasonably could compromise individual or public safety

Public Records Law

Town social media sites are subject to applicable public records laws. Any content maintained in a social media format related to Town business, including communication posted by the Town and communication received from citizens, is a public record. The Town Clerk's office is responsible for responding completely and accurately to any public records request for social media content.

If an employee needs clarification on any aspect of the procedures, he/she should contact the Town Clerk's office.

NOTE: Nothing in this policy is intended to prohibit or discourage employees from engaging in speech as citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected actives under the Public Employee Relations Act (F.S. Chapter 447, Part II).

SECTION 6: SAFETY AND SECURITY

6.1 TOWN IDENTIFICATION

All employees of the Town of Bay Harbor Islands shall carry with them a Town issued photo identification card (ID / Access card). Employees must present their ID card for entry to the Town during periods of emergency or when necessary to identify themselves to residents when conducting Town business. Employees who lose their ID card need to report it as soon as possible. The ID card must be returned to the Town upon termination of employment.

PURPOSE

To establish guidelines for issuance of a photo identification card to all employees and for the use of said ID card by employees while at work or when representing the Town of Bay Harbor Islands in any official capacity in an effort to provide a safe and secure workplace for all employees.

STATEMENT

All employees will be issued and must wear and visibly display photo identification cards as provided by the Town. Identification cards must be worn in a manner that allows the identification of an employee by photo, first and last names and position title. This ID card may also provide access to areas through keyless entry.

Employees forgetting or misplacing their identification card will not be given a temporary card. Temporary ID cards are not permitted.

DEFINITIONS

Employee = For the purpose of this policy, staff member shall refer to full time, part time, seasonal employees, and interns.

Employee ID card = The official Town Identification card for all employees.

Official Capacity = Includes any time while on Town property as well as any business where the employee is representing the Town. It also includes wearing the ID card while operating any vehicle owned, leased or rented by the Town.

REQUIREMENTS:

1. Because the policy and procedures described herein are intended to provide for the safety and security of Town employees, all employees are expected to fully comply with all provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.

2. The Department of Human Resources will provide all new staff members with a copy of this policy at the time of new hire orientation.
3. All employees are required to wear the ID while working in their official capacity. ID cards are to be prominently worn so the photo is clearly visible to others. Employee must carry the ID card at all times during work hours or when acting in an official capacity.
4. The ID card will be provided with a clip for each employee to wear the ID card. The ID card shall not be altered or defaced with pins, stickers, decals, etc.
5. Employees are responsible for safeguarding their own ID card. Any lost or damaged ID card should be reported immediately to the employee's supervisor, who is responsible for reporting the lost or damaged ID to Human Resources.
6. In an event that an employee forgets their ID card, the employee's supervisor must be notified at the start of the work shift.

PROCEDURE

1. All employees of the Town of Bay Harbor Islands will be issued a photo identification card. The Human Resource Manager will be responsible for authorizing the issuance of the ID card.
2. Supervisors should report lost or damaged ID to the Human Resource Manager immediately. After notification from the supervisor, the employee should print out and complete and ID card request form and bring the completed form to the Human Resource Manager.
3. New ID cards will be issued at no cost to the employee who receive a transfer, promotion, demotion, name change or any change of title.
4. A fee of $10.00 will be assessed to replace all lost, stolen or damaged ID cards. ID cards that are replaced due to normal wear and tear will not be assessed a charge. Checks or money orders made payable to "Town of Bay Harbor Islands" are the only acceptable method of payment.
5. Any lost ID card that is found should be returned to the Human Resource Manager in Town Hall.
6. Upon suspension, an employee must turn in their ID card to their supervisor pending return to work.
7. Upon termination or retirement, an employee must turn in their ID card to the Human Resource Manager.

RESPONSIBILITIES

1. The ID card may not be lent to anyone.
2. Do not allow unauthorized individuals into any secure area.
3. Do not leave ID cards on dash of vehicle or other locations where exposed to extreme temperatures.
4. Do not fold, bend pry open or mutilate the ID card.

5. Do not use the ID card improperly.
6. Immediately notify the supervisor if the ID card is no longer in the employee's possession.
7. Immediately notify the supervisor of any difficulties or problems with any ID card.

6.2 SAFETY MEASURES

The safety of every Town of Bay Harbor Islands employee is a matter of prime importance. The Town strives to provide safe working conditions for all employees and to observe all applicable State and Federal Safety requirements. No employee will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility and all employees are expected to do everything reasonable and necessary to keep the Town a safe place to work. Employees should immediately notify a supervisor of potential accidents or hazardous conditions.

The Town has established a Safety Committee comprised of: The Human Resources Manager, Chief of Police, Public Works Director, Building Department Director, Community Services Director and the Town Clerk. The safety committee shall meet semi-annually. The Committee members will review on the job accidents, make recommendations on safety improvements and ensure that compliance and necessary changes to improve safety and prevent accidents are carried out.

The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules and apply them at all times.

- Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc. when those items are appropriate to the task being performed.
- Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured.
- To avoid back injuries, use correct lifting methods. Get additional help with heavy (or difficult to handle) objects.
- Be aware of sharp tools. Use safety devises where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- Fire - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures vision.
- Do not block access to fire extinguishers.

- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not wear ear plugs, buds, or any other wire/wireless device(s) while driving or operating Town equipment and vehicles.

A. ACCIDENT REPORTING

All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to the appropriate supervisor or the Human Resources Manager. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the Town can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to disciplinary action, up to and including termination of employment.

B. ACCIDENTS INVOLVING TOWN EQUIPMENT OR VEHICLES

Any employee involved in an accident while operating Town equipment or vehicles shall report the accident immediately to the supervisor and to the proper law enforcement agency. The employee must immediately complete an accident report, no matter how minor the damage is to the vehicle and submit to the supervisor and to the Human Resources Manager.

Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of 18 may operate a Town vehicle. Wearing of seat belts is mandatory.

Any traffic fines imposed upon a Town employee while operating a Town vehicle will be the personal responsibility of the employee and not the Town. Any employee involved in any type of accident involving Town equipment may be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.

Town of Bay Harbor Islands employees are the most critical element in creating and maintaining a healthy and safe work environment.

C. POLICY

The Town encourages and insists upon safe working conditions. All employees are required to abide by all established safety rules and procedures. Failure to obey Safety rules and procedures will result in disciplinary action up to and including termination.

Since the employee on the job is frequently more aware of unsafe conditions than anyone else, employees are encouraged to make recommendations, suggestions, and criticisms of unsafe conditions to their immediate supervisor so that they may be corrected.

D. SAFETY GENERAL RULES

1. Working under the influence of alcohol or non-prescription drugs is strictly prohibited.
2. An employee must report all accidents, injuries, fires, hazardous conditions, chemical spills, or other unsafe situations to his/her supervisor.
3. Fighting and horseplay are strictly prohibited
4. Smoking is prohibited.
5. Protective footwear and other protective equipment must be worn for specific job requirements.
6. Listening to radios, tape players, CD players or other personal entertainment devices through earphones or ear plugs is prohibited because of the restricted ability to hear warning sounds.

E. ELECTRICAL CORDS AND OUTLETS

1. Frayed electrical cords and broken plugs must be replaced immediately. Attempts to tape or otherwise jerry rig electrical equipment are forbidden.
2. Place equipment near outlets to avoid cords posing a walking hazard. If equipment cannot be placed near the outlet, secure the cord by means of duct tape or other safety method.
3. All office machines must have ground wire connections and connected to compatible outlets. Attempts to alter plugs to eliminate ground prong are forbidden.
4. Defective outlets should be repaired immediately. Prior to repair, they should be taped or otherwise covered to prevent their usage.
5. Unused floor outlets which are flushed with the floor must have protective covers in place at all times.
6. Raised floor outlets, whether used or unused, should have furniture or equipment located over or beside them.
7. Ensure that circuit voltage and equipment requirements are compatible.

8. Portable electrical equipment shall be equipped with three-conductor cords.

F. FILING EQUIPMENT AND FILE ROOMS

1. Push do not pull, carts and other rolling equipment. Ensure that pathways are clear and use extra caution when entering or leaving offices into the hallway.
2. All carts must be inspected periodically to assure that rollers and wheels are in good condition and working order and have no sharp or jagged edges. Carts with unsafe conditions must be removed from use until they are repaired.
3. Riding on a cart or other rolling equipment is prohibited.
4. Carts are not to be pushed with feet or bumped with the body. Carts must be under control at all times.
5. Ensure the proper storage space for all boxes. Do not leave boxes in aisles or other pathways. Empty boxes must be removed and stored immediately after use.
6. Boxes must not be stacked too high or in an unsafe manner.
7. Sections of shelving should be bolted together.
8. Do not use chairs, tables, or other items in lieu of a ladder.
9. Use only System- approved ladders. Ladders should be inspected periodically to ensure that they are in safe condition. Each ladder should have and be stored in a designated space.
10. Each storage room should have a light switch at the entrance. The light must be on when entering or working in a storage area.
11. Keep filing drawers closed when not in use.
12. Close cabinet drawers by using the handle only.
13. Keep fingers away from drawers or drawer openings.
14. Do not shove drawers, close them and verify that they are closed.
15. Do not open more than one drawer at a time. Cabinets may fall over if multiple drawers are open.
16. Use all drawers in a storage cabinet. Cabinets may become unstable if only top drawers are used.
17. Do not use the tops of cabinets for storage.
18. Use caution opening boxes, especially when using a cutting blade.
19. Cutting blades must be retracted when not in use and when they are being transferred from one person or place to another.

G. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Eye Protection

Employees may obtain eye protection (face shields, goggles, etc.) in the area for which it is required, or in the Public Works Department. If the eye protection is lost or destroyed due to the employee's negligence, the employee will be responsible for the cost of the replacement.

Employees working in potential eye-hazard areas who need prescription glasses must wear face shields or goggles over their glasses.

Ear Protection

Employees working in areas where the noise level is 80 decibels, or more may obtain ear protection through their Supervisor or from the Public Works Director.

Foot Protection

All employees should wear footwear for the department that they are in. If you work in a department where your toes and feet need to be protected from outside factors, protective footwear is required. The safety shoes must meet federal standards and can be purchased through several local suppliers.

Hair/Head Protection

Employees with long hair (down to the shoulders) should tie their hair back or wear hair nets or caps when working on moving machinery. Depending on what area you are working in, protective head gear may be required. Your Department Head / Manager will consult with you if you are in a department that requires protective personal equipment for your head.

General

Loose clothing must not be worn near moving machinery. Neckties must be securely clipped to the shirt. Employees working in areas where chemicals, solvents, other irritants, or caustic acids are used will wear rubber face shields, boots, aprons, etc. Rings and jewelry must not be worn when working on machinery. Work gloves (leather palmed) must be worn by anyone working in areas designated by management.

Visitors must wear any and all protective equipment when visiting areas requiring it. Signs will be posted in the areas requiring protective equipment.

Each department shall communicate that department's safety rules and procedures to the employees. Employees are responsible for reading these rules and for knowing and complying with the department's rules as well as any workplace safety rules or procedures adopted by the Town. A comprehensive guide with more specific information on the Town's safety procedures is contained in the Workplace Safety and Health Manual, a copy of which may be obtained through the Human Resource Manager.



6.3 WORKPLACE VIOLENCE POLICY

This policy outlines the Town's policy regarding violence in the workplace and establishes guidelines and expectations regarding minimum standards of conduct in the work environment.

The objective of this policy is to ensure the highest standard of health and safety for all employees, residents, vendors, contractors, and the general public, and those acting for them (hereinafter referred to as employees and business partners), and to provide for the efficient and effective operation of the Town.

Acts or threats of physical violence, including intimidation, harassment and/or coercion, that involve or affect the Town while conducting Town business on or off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons employed by or otherwise involved in Town operations.

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- Verbal Harassment: Verbal threats and violence toward persons or property that include, but are not limited to intimidating, threatening, vulgar, profane, or hostile language towards others, disparaging or derogatory comments or slurs, exaggerated criticism, name calling or belittling behavior, and threatening to destroy Town or employee property.
- Physical Harassment: Acts of physical harm directed towards an individual such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person or using, threatening or implying the use of any offensive weapon or any article or object that could be used as such, vandalism, arson, sabotage, intentional property damage, and any other inappropriate behavior that violates the Town's values and code of conduct
- Visual Harassment**:** Derogatory or offensive posters, cartoons, publications, drawings, images, pictures or items displayed or sent through any form of digital/electronic format
- Mandatory Reporting of Arrests/Convictions: See Section 4.2 Prohibited Behaviors for more details.

PROHIBITED ITEMS ON TOWN PROPERTY

The following items are prohibited on Town property (including parking areas and in Town vehicles): all types of firearms (see "NOTE" below), switchblade or other knives, dangerous chemicals, explosives including blasting caps, chains, brass knuckles, or other items carried or used for the purpose of injuring or intimidating others.

NOTE: Nothing in this policy is intended to prohibit an employee from possessing any legally owned firearm if the firearm is locked inside a private motor vehicle in a parking lot and when

the employee is lawfully in such areas. In addition, the Town will not terminate or otherwise discriminate against an employee who exercises the right of self-defense as long as a firearm is never exhibited on Town property for any reason other than lawful defensive purposes.

EXCEPTION FOR CERTIFIED LAW ENFORCEMENT PERSONNEL

This policy does not prohibit certified law enforcement personnel from carrying firearms furnished by the Town of Bay Harbor Islands provided that the use of the firearm complies with applicable departmental guidelines and regulations. Law enforcement personnel should consult with their supervisors regarding the proper use and storage of their weapons and must act responsibly when in possession of a firearm.

REPORTING WORKPLACE VIOLENCE

It is the shared obligation of all employees to individually and jointly act to prevent or defuse actual or implied violent behavior at work. All Town employees are responsible for notifying management of any threats or acts of violence which they may have witnessed, received, or been apprised that another person has witnessed or received. Even without an actual threat, employees should alert management to any behavior they have witnessed which they regard as threatening or violent. Employees are responsible for making this report regardless of the nature of the relationship between the targeted individual and the individual who initiated the threat or threatening behavior.

REPORTING PROCEDURE

All reports of threats or acts of violence should be made verbally or in writing to the Department Head / Manager, the Human Resources Manager, Assistant Town Manager or Town Manager. It is recommended that employees follow the chain of command when reporting incidents and concerns, however, the senior management team maintains an open-door policy. No employee who in good faith reports real or potentially violent behavior will be subject to retaliation based upon their report.

An employee who applies for or obtains a protective or restraining order that lists one or more Town locations as being protected areas shall provide the Human Resources Manager and the Town Attorney a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order that is made permanent.

6.4 SMOKE & VAPE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town maintains a smoke and tobacco-free environment. No smoking, vaping, or other use of tobacco products (including, but not limited to, cigarettes, vapes, pipes, cigars, snuff, electronic

cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

Compliance with the smoke-free workplace policy is mandatory for all employees. Any employee who observes a violation of this policy should report it immediately to the Human Resources Manager.

6.5 DRUG AND ALCOHOL-FREE WORKPLACE POLICY

The Town recognizes that substance abuse is a problem on the job for all of us, as well as a social problem. The Town believes that the abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and all others around them. It also leads to decreased productivity, high turnover, and decreased morale. Therefore, the Town has committed to creating and maintaining a drug-free workplace.



The Town's Drug-Free Workplace Program and Policy is intended to comply with Florida Workers' Compensation Drug-Free Workplace Program, sections 440.101-44.102, Florida Statutes, and the rules adopted by the Agency for Health Care Administration.

As stated in Section 440.101, it is the intent of the Legislature to promote drug-free workplaces in order that employers in the state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, ad tragedies associated with work-related accidents resulting from drug abuse by employees.

GENERAL POLICY STATEMENT

The Town will not tolerate the use of illegal drugs or alcohol while working or while on Town property, including the parking lots, as well as any job site to which employees are assigned. This prohibition includes the possession, use, distribution, or sale of illegal drugs or alcohol. All employees are prohibited from reporting to or being at work or on Town of Bay Harbor Islands property, including parking lots, while under the influence of illegal drugs or alcohol.

Employees who are found to be under the influence of illegal drugs or alcohol, or who violate this Policy in other ways are subject to corrective action, up to and including termination from employment. Because of the serious nature of those violations, each individual case will be thoroughly investigated to determine the appropriate course of action.

The Town will test, at its own expense, all job applicants who are extended an offer for illegal drug or alcohol use as outlined in this Policy. A positive drug test can lead to withdrawal of an offer of employment for job applicants. In addition, the Town will test, at its own expense, *any*

current employee for illegal drug or alcohol use if a reasonable suspicion exists that the employee is in violation of this Policy, post-accident or injury, pursuant to a fitness-for duty examination, and as a follow-up procedure to any drug or alcohol treatment program. The Town may also conduct random drug testing, and testing required by federal law for employees who operate commercial motor vehicles. Any positions that carry a firearm, perform life threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with controlled substances, work with confidential information or documents pertaining to criminal investigations, a job assignment that requires an employee security background check pursuant to section 110.1127, Florida Statutes, or a high risk life threatening job may be tested for illegal drugs and alcohol on a routine basis. All drug testing will conform to the requirements of this Policy and to applicable state and federal law. Please note that consumption of drugs within states legalizing their use does not alter this Program or exempt employees from adhering to this Policy. Employees should review section 440.102, Florida Statutes, which discusses the requirements to comply with, and their rights under, Florida's Drug-Free Workplace statute.

The Town reserves the right to re-test any employee and/or applicant that received a positive-dilute or negative-dilute result. Refusal to conform to the additional drug test may result in immediate termination or disqualification from the recruitment process.

DEFINITIONS

Legal Drug includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug includes any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed. NOTE: Nothing in this Policy precludes the appropriate use of legally prescribed and over-the-counter medication.

Special-risk position means a position that is required to be filled by a person who is certified under chapter 633 (Fire Prevention and Control) or chapter 943 (Law Enforcement) of the Florida Statutes.

Mandatory-testing position means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check pursuant to section 110.1127,

Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

PRE-EMPLOYMENT TESTING

All offers of employment, where permissible by law, will be conditioned on the applicant's taking and passing a screening test for evidence of improper drug use and the presence of alcohol.

Applicants will be required to voluntarily submit to a test at a laboratory chosen by the Town, and sign an agreement releasing the Town from liability in connection with the test.

No applicant for employment who is currently alcohol and drug-free will be denied employment or otherwise discriminated against solely because of such individual's prior abuse of alcohol or drugs, prior treatment for alcohol or drug abuse, or status as a recovering alcoholic or drug addict. It is the current abuse of drugs or alcohol which prevents employees from properly performing their jobs that the Town will not tolerate. Any applicant who tests positive or who refuses to undergo testing will not be employed by the Town and may not reapply for at least two (2) years from the date the Town receives notice of the failed drug test.

ACTIVE EMPLOYEE TESTING

A. Reasonable Suspicion Testing

Employees will be required to submit to drug and/or alcohol testing at a laboratory chosen by the Town if there is reasonable suspicion of substance abuse. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

- Direct observation of alcohol or drug abuse during work hours or on Town premises.
- Apparent physical symptoms of being under the influence of a drug or alcohol.
- Significant deterioration of work performance that is not attributable to other factors.
- Abnormal conduct or erratic behavior while at work.
- A report of drug use provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test during his or her employment with the Town of Bay Harbor Islands;
- Information that an employee has caused, contributed to, or been involved in an accident or injury while at work; or
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Town's premises or while operating a Town of Bay Harbor Islands vehicle, machinery, or equipment.

If, in the opinion of a supervisor, manager or Department Head / Manager, reasonable suspicion exists to believe that any employee may be abusing or under the influence of illegal drugs or alcohol, the supervisor, manager or Department Head / Manager must promptly notify the Human Resource Manager and submit in writing the circumstances leading to the conclusion that

reasonable suspicion testing is justified. The Human Resource Manager, in conjunction with the applicable employee's management, will make the determination on whether to request the employee to submit to a drug test.

Upon request, a copy of any documentation concerning the basis for the reasonable suspicion testing will be provided to the employee. Documentation regarding the conclusion that reasonable suspicion testing is justified and any related conversations between management and the Human Resource Manager shall be kept confidential to the extent possible.

Nothing herein shall prevent the Town from immediately terminating any employee selling or otherwise soliciting illegal drugs or providing or selling alcohol to any other person during working hours. All terminations are approved by the Town Manager following a recommendation from the Department Head / Manager and Human Resources Manager.

The Town also reserves the right to ask any employee to submit to drug testing under the following conditions:

Fitness for Duty

An employee may be required to submit to a drug test as part of routinely scheduled employee fitness-for-duty medical examination.

Post-Accident or Injury

All employees are subject to drug and/or alcohol testing after a work-related vehicular accident where the employee is at fault, after an accident or injury involving a Town-owned vehicle where the employee is at fault, and after an accident or injury which causes injury to the employee or to any other person or damage to any property. Employees who are off duty and are involved in a vehicular accident or injury involving a Town owned vehicle shall immediately submit to drug and/or alcohol screening.

If, because of the accident, an employee is unable to submit to drug testing immediately, the employee will authorize the release of any medical reports or documentation regarding the presence of illegal drugs or alcohol in the employee's body at the time of the accident to the Medical Review Officer. Refusal to agree to this release will result in termination of the employee.

Random Drug Testing

The Town may conduct random drug and alcohol testing of all employees occupying mandatory-testing and special-risk positions. Random drug and alcohol testing will be conducted on employees who are selected through the use of a computer-generated random sample by an independent third party. Human Resources will notify the randomly selected employee and schedule the appointment for immediate testing. Employees on authorized leave of absence will

not be tested and employees who are absent for the day will be required to test on their next scheduled workday with no in advance notice provided.

Follow-Up Drug Testing

As a condition of continued employment, all employees who were referred to the Employee Assistance Program or who enrolled in a drug or alcohol abuse program shall take follow-up drug and/or alcohol tests on a random, periodic basis for at least two (2) years after the referral or enrollment. This testing is only applicable to those employees who report their abuse prior to being asked to take a test. The Town reserves the right to waive follow-up testing in the event an employee voluntarily submits to an Employee Assistance Program or drug or alcohol abuse program.

Failure to submit to the required drug test is grounds for discharge or suspension without pay from employment.

DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS

In addition to the policies and procedures set forth above, any Town employees connected with the operation of commercial motor vehicles who are subject to drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. App. §§ 2714-2717 (1993), and by all applicable procedures and regulations promulgated by the Department of Transportation and the Federal Highway Administration, as well as any additional policy adopted by the Town pursuant to those federal laws and regulations. In cases where the requirements of both federal and state drug and alcohol laws and regulations and/or the Town's Drug-Free Workplace Policy may be applicable, the requirements of federal drug and alcohol laws and regulations will control if a conflict arises between federal law and regulations and the requirements of state law or the Town's Drug-Free Workplace Policy.

POSSESSION OR ILLEGAL DRUGS AND ALCOHOL ON PREMISES

An employee who possesses, uses, distributes, or sells illegal drugs or alcohol while working or while on Town property, including the parking lots, even if off duty, is subject to corrective action, which may include termination from employment, even for the first offense.

POSITIVE DRUG TEST RESULTS

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the results to the Medical Review Officer within five (5) working days after written notification of the positive test results. If an employee's or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report

a positive test result back to the Town. The employee or job applicant may contest the drug test pursuant to Florida law or to rules adopted by the Agency for Health Care Administration.

LOSS OF WORKERS' COMPENSATION BENEFITS

If an employee is injured in the scope of his or her employment and drug tests or other medical evidence indicates the presence of illegal drugs or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or other benefits available under the Florida Workers' Compensation Statute (section 440.101 (2), Florida Statutes). This penalty is in addition to any other penalties that might apply either under this policy or under applicable law.

CONFIDENTIALITY STATEMENT

All information, interview, reports, statements, memoranda and drug-free test results through the Town's drug testing program will not be made part of any personnel records and will be treated as confidential to the extent required by law, except as consented to by the employee or applicant, or if placed at issue by the employee in any legal, administrative or other proceeding to determine compensability of a workers' compensation claim.

Medical and insurance records, if any, shall be preserved in the same confidential manner as all other medical records. Program participation records shall be maintained by the Department of Human Resources.

USE OF PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

All employees or applicants may consult with the testing laboratory or the Medical Review Officer for technical information regarding the effects of prescription and non-prescription medications on drug testing.

Each tested individual shall report, on a confidential basis to the Medical Review Officer, the use of prescription or non-prescription medications both before and after being tested.

A form will be provided to each individual to list such medications. This form should only be filled out at the collection facility, not at the Town. Additionally, such medications may be disclosed orally to the Medical Review Officer after being tested, if contacted by the Medical Review Officer.

The individual must not disclose such medications or provide the form requesting such information to any Town employee.

The Company has provided at the end of this Policy a list of the most common medications by brand, common and, if applicable, chemical name, which may alter or affect a drug test.

EMPLOYEE/APPLICANT USE OF MEDICAL MARIJUANA

Notwithstanding "Florida Constitutional Amendment 2" or any other statutory or regulatory implementation by the State of Florida, marijuana remains a Schedule I substance under the Controlled Substances Act ("CSA") (Title 21, United States Code, Section 811). As a result, marijuana remains illegal under Federal Law.

Bay Harbor Island employees shall not use or possess marijuana, medical or otherwise. The use or possession of medical marijuana (or any other marijuana) is a violation of the Towns' Drug Free Workplace Policy that constitutes cause for termination of employment.

CONSEQUENCES OF REFUSING A DRUG TEST OR TREATMENT

A. Refusal to Cooperate – Job Applicants. Any person receiving a conditional offer of employment who refuses to submit to drug and alcohol testing, or who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis is immediately disqualified from employment by the Town.

B. Refusal to Cooperate – Employees. Any employee who refuses to submit to drug and alcohol testing when required will be terminated from employment. Any employee who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis, will be immediately terminated from employment.

C. Refusal to Accept Treatment or Failure to Rehabilitate. Any employee who rejects a treatment program offered through the Employee Assistance Program, or who leaves a treatment program prior to being properly discharged by the program will be immediately terminated from employment with the Town. This sanction applies regardless of whether the Town referred the employee to the treatment program or Employee Assistance Program or whether the employee voluntarily sought treatment.

D. Participation in Employee Assistance or Rehabilitation Program. The Town wishes to make every effort to rehabilitate its employees who may be experiencing drug or alcohol problems. To this end, the Town will not retaliate in any manner against an employee who is referred to an Employee Assistance Program (EAP) or treatment program, or who voluntarily refers him or herself to the Employee Assistance Program or submits to treatment in a drug or alcohol abuse program. Use of the Employee Assistance Program is the employee's full financial responsibility. Any employee who is undergoing a rehabilitation program is encouraged to contact the Human Resource Manager for more information and resources.

EMPLOYEE ASSISTANCE PROGRAMS (EAP) AND LOCAL DRUG REHABILITATION PROGRAMS

The following "crisis information centers" will provide information regarding employee assistance programs and local alcohol and drug rehabilitation programs available to employees:

Miami-Dade County
Switchboard of Miami
(305) 358-4357

Monroe County
Help Crisis Line
(305) 296-4357

Broward County
Crisis Information Line
(954) 537-0211

Other available resources include:

1-800-344-2666	Al-Anon
1-800-527-5344	American Council on Alcoholism
1-800-622-2255	National Council on Alcoholism
1-800-662-HELP	Substance Abuse and Mental Health Services Administration
1-800-967-5752	Drug-Free Workplace Helpline

Employees may obtain further information regarding available drug and alcohol assistance and rehabilitation by contacting the Human Resources Manager which will also be able to provide the Towns current EAP provider.

DUTY TO NOTIFY LABORATORY OF LEGAL ACTION CONCERNING TEST RESULTS

It is each applicant's or employee's responsibility to notify the Town and the Drug Testing laboratory of any administrative or civil action brought pursuant to section 440.101, Florida Statutes.

Employees and applicants should review any applicable collective bargaining agreements or contracts for additional information on their rights. Florida employees may have a right to appeal to Florida's Public Employees Relations Commission or applicable court for violations of Florida's Drug-Free Workplace Program.

DRUG TESTING INFORMATION

The Town may test for one or more of the following drugs:

Alcohol (beer, wine, booze, liquor, etc.)
Amphetamines (speed, eve, biphetamine, desoxyn dexedrine, etc.)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, reefer, roach, spleaf, grass, weed, etc.)

Cocaine (coke, blow, snow, flake, crack, etc.)
Phencyclidine (PCP, angel dust, hog, etc.)
Methaqualone (quaaludes, ludes, etc.)
Opiates (heroin, codeine, morphine, opium, Dover's powder, paregoric, parepectolin, etc.)
Barbiturates (phenobarbital, butabarbital, secobarbital, tuinal, amytal, etc.)
Benzodiazepine (librium, valium, ativan, azene, clonopin, dalmone, diozepam, halcion, poxipam, restoril, serax, transene, vertron, xanax, etc.)
Synthetic narcotics, including Methadone (dolophine, methadose, etc.)
Propoxyphene (designer drugs [ecstasy], etc.);
Hallucinogens (LSD, acid, mushrooms, etc.); and
The metabolite of any of the substances listed in this paragraph.

The Town reserves the right to expand or otherwise modify the number or types of drugs tested at any time. The Town will provide employees with sixty (60) days written notice of any expansion or modification of the drugs tested under this Policy.

REHABILITATION PROCEDURES FOR MANDATORY-TESTING AND SPECIAL-RISK POSITIONS

An employee in a safety sensitive and special risk position who enters a voluntary substance abuse rehabilitation program shall be assigned to a position other than a safety sensitive and special risk position, or if such a position is not available, shall be placed on a leave of absence while the employee is participating in the program. The employee shall be required to use his or her paid leave time (vacation and sick time, or compensatory time) during any approved leave. An employee in a special-risk position shall be discharged for the first positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Florida Statutes.

REPORT OF DRUG CONVICTIONS

Employees shall notify of any drug or alcohol related criminal charges in accordance with Employee Arrest or Charge policy requirements. Arrest for a drug or alcohol offense shall be considered Reasonable Suspicion allowing the Town to test the arrested employee for the presence of alcohol or illegal drugs.

Employees are also required to notify the Human Resources Manager of the outcome of all criminal drug statute or alcohol related criminal charges no later than their next scheduled work day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town.

The Town shall take appropriate action with respect to an employee who is charged or convicted of a violation of a criminal drug statute or alcohol related offense, which action may include transfer to a non-safety sensitive or non-special risk position and/or corrective action, up to and including termination from employment.

EMPLOYEE RESPONSIBILITIES

An employee who voluntarily, or as a condition of continued employment, enters a drug or alcohol treatment and/or rehabilitation program must participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program shall be responsible for payment for the treatment and/or program to the extent not covered by medical insurance provided by the Town of Bay Harbor Islands. If the employee fails to comply with the treatment and/or the program, the employee shall be terminated.

OVER THE COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

A list of some of the common medications by brand name or common name, and if applicable, chemical name, which may alter or affect a drug test, are listed below. Due to the large number of brand names and the marketing of new products, this list is not all-inclusive. Employees and job applicants should review this list prior to submitting to a drug test.

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex
Cannabinoids: Marinol (Dronabinol, THC)
Cocaine: Cocaine HCI topical solution (Roxanne)
Phencyclidine: Not legal by prescription
Methaqualone: Not legal by prescription
Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), —S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-Organidin, etc.
Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone: Dolophine, Methadose
Propoxyphene: Darvocet, Darvon N, Dolene, etc.

Brand Name	Generic Name
Anusol Suppos	Hemorrhoidal Inserts
Anusol Suppos HC	Hemorrhoidal Inserts HC
Aristocort Cr. Oint./Kenalog	Triamcinolone
Atarax	Hydroxyzine HCL
Bactrim/Septra	Trimenthoprim, Sulfamethoxazole
Benadryl	Diphenhydramine
Betadine Oint./Efodine	Povidone Iodine Oint.
Betalin-S	Thiamine
Cardizem	Diltiazem
Calan/Isoptin	Verapamil
Colace	Docusate Sodium
Compazine	Prochlorperazine
Decadron/Hexadrol	Dexamethasone
Demerol	Meperidine
Diabeta/Micronase	Glyburide
Dramamine	Dimenhydrinate
Dulcolax	Bisacodyl
Ecotrinq	Enteric Coated Aspirin
Elavil/Endep	Amitriptyline
Erythrocin	Erythromycin Stearate
Esidrix/Hydrodiuril	Hydrochlorothiazide
Isoptin/Calan	Verapamil
Isordil	Isosorbide Dinitrate
Kayexalate	Polystyrens Sulfonate Sodium
Kenalog cr/oint./Aristocort	Triamcinolone
K-lor	Potassium Chloride 20meg Powder
Larotid	Amoxicillin
Lasix	Furosemide
Lomotil	Diphenoxylate, Atropine
Micronase/Diabeta	Glyburide
Motrin/Rufen	Ibuprofen
M.S.	Morphine Sulfate
Mycolog/Mytrex	Nystatin, Neomycin, Gramicidin, Triamcinolone
Mycostatin/Nilstat	Nystatin
Nilstat/Mycostatin	Nystatin
Nipride	Nitroprusside
Noctec	Chloral Hydrate
Normodyne-Trandate	Labetalol Hydrochloride
Norpramine/Pertrofane	Desipramine
Parafon Forte	Chlorzoxazone, Acetaminophen
Pen VK/V-Cillin K	Penicillin VK
Peri-Colace	Docusate Sodium, Casanthranol
Persantine	Dipyridamole
Pertrofana/Norpramine	Desipramine
Phenergan	Promethazine
Pitocin	Oxytocin
Polycillin	Ampicillin
Procardia	Nifedipine
Pronestyl	Procainamide

Prostaphlin	Oxacillin
Proventil/Vantolin	Albuterol
Pyridium	Phenazopyridine
Robaxin	Methocarbamol
Robinul	Glycopyrrolate
Rufin/Motrin	Ibuprofen
Septra/Bactrim	Trimethoprim/Sulfamethoxazole
Solu-Medrol	Methlyprednisolone
Soma	Carisoprodol
Sumycin	Tetracycline
Surfak	Docusate Calcium 240 mg.
Tambocor	Flecainide
Therogran	Therapeutic Multivitamin
Theragran-M	Therapeutic Multivitamin with Minerals
Theragran Hematinic	Therapeutic Hematinic Vitamin
Thorazine	Chlorpromazine
Tonocard	Tocainida Hydrochloride
Urscholina/Duvold	Bethanechol
Valium	Diazepam
Vibramycin	Doxycycline
Vistarll Injection	Hydroxyzine HCl
Vistarll Capsules	Hydroxyzine Pamoate

6.6 DECLARED EMERGENCY PAY AND REPORTING

AUTHORITY:

The Town Manager or designee is responsible for implementation of this policy during an emergency.

PURPOSE:

To provide guidelines for compensating and assigning work hours and workdays for all employees during emergency conditions.

During an emergency, work assignments may include work that is not related to normal job duties and responsibilities. This directive defines classifications of emergency work to ensure effective use of Town employees during a disaster as well as identify the process for assigning roles, notifications to employees, and compensation for assigned work.

POLICY:

The Town of Bay Harbor Islands will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITIY:

When the Town Mayor and/or Town Manager declares a state of emergency and/or the normal operations of the Town of Bay Harbor Islands or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Bay Harbor Islands Departments and Employees.

PROCEDURES:

A. Upon declaration of a local emergency the Town Manager or designee will notify Department Head / Manager of the emergency declaration and Department Head / Manager will see that their respective employees are notified as to the extent and scope of the declared emergency.

B. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.

C. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

D. All Department Head / Managers are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Head / Managers shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head / Manager shall designate an alternate manager as a contact person should an emergency or disaster occur.

E. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head / Manager or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head / Manager or designee.

TOWN OF BAY HARBOR ISLANDS ALERTS EMERGENCY REGISTRATION SYSTEM:

A. Addressing the needs of Town of Bay Harbor Islands citizens must continue during an impending or declared local state of emergency and subsequent recovery period. It is the duty of the employee to remain informed as to their report to work status during emergency/recovery post disaster periods. Employees will receive return to work status instructions by contacting the Employee Emergency Hotline 305-455-6895 for updates on reporting to work. Employees are required to contact the Hotline twice daily (10am & 7pm) during emergency/post recovery.

EMPLOYEE RESPONSIBILITIES:

A. Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.
B. Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
C. Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
D. Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are reminded to keep their Town ID badge with them at all times to aid law enforcement officials during curfews and re-entry.
F. Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
G. Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
H. All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES:

A. Department Head / Managers and Supervisors must confirm the safety and well-being of all Town of Bay Harbor Islands Team members.
B. Department Head / Managers shall ensure all employees are provided with the Emergency Hotline phone number as soon as employed.
C. Approve all hours worked and verify information reported by the employee on required forms is accurate.
D. Department Head / Managers or designees must ensure that essential employees on duty receive sufficient sleep so as to avoid endangering their safety or the safety of others due to fatigue.



EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

A. Emergency Response & Recovery Employee (ERR - Tier I):
Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Head / Manager. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Head / Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to make contact with their work unit as soon as possible.

B. Emergency Operations Center Support Employee (EOC - Tier 2)
Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Bay Harbor Islands Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to make contact with their work unit as soon as possible.

C. Department Emergency Essential (DEE-Tier 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Head / Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to make contact with their work unit as soon as possible.

D. Essential Ready Reserve (RR-Tier 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

COMPENSATION:

Once an emergency has been declared in the Town of Bay Harbor Islands and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

A. ***All regular full-time, hourly or salaried employees, except sworn personnel***, whose regular work schedule occurs during the Declared Emergency, *who are instructed to not report to work or who are released from work will be paid their regular wages for all hours NOT worked* during their regular work schedule. Represented employees will be compensated in accordance with their respective collective bargaining agreement.

B. ***All regular full-time hourly employees*** *who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at double time for all hours worked during this period*. Emergency on-call personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed) will also be paid time and a half for all hours worked.

C. ***All regular full-time salaried employees*** *who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages plus will receive one (1) hour of administrative leave per each hour worked.* This Administrative Leave credit shall not be provided to hourly sworn Police personnel and Administrative leave hours will be placed in an Admin Leave bank. Employees who receive administrative leave hours are encouraged to use those hours in the same calendar year they are earned. Administrative leave hours that cannot be used in the same calendar year will be allowed to be carried over to the following year. Administrative leave hour in the bank at the time of termination of employment with the Town will be forfeited.

D. ***All part time employees*** *who work any hours during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period.*

E. If any employees were on prior approved leave before the declared emergency (vacation, personal, etc.) and Town Hall closes due to the emergency while they are on their pre-approved leave, the employee will not be deducted leave time for the time Town Hall closed due to the emergency. The employee should ensure their timecard is adjusted appropriately immediately upon return to the office.

F. Any employee who has pre-planned time off and consequently may have pre-purchased plane tickets, hotel stays etc. and that is required to postpone their time off as directed by their Director / Manager due to an impending emergency, will be asked to provide proof of pre-purchase of vacation expenses in order to submit for reimbursement with the Town.

G. All regular full, part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.

H. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.

I. No employee is eligible for call back pay during a Declared Emergency.

J. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.

K. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.

L. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

A. Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

B. Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

C. It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

D. All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

6.7 CHILDREN IN THE WORKPLACE

The Town values family and work/life balance. Our employment policies and benefits are indicative of our beliefs. The Town believes in an environment that is conducive to work; therefore, the workplace should not be used in lieu of childcare. The objective of this policy is to minimize potential liability to the Town, risk of harm to children and decreased employee productivity due to distractions and disruptions.

The Town is sensitive to our employee's child-related circumstances; however, the Town cannot permit children to remain in the workplace because of the legal liability. As necessary, Managers and Supervisors may grant leave at their discretion in emergency or unforeseen circumstances.

This policy is not intended to prohibit children or other minors and family members from being in the workplace during Town-sponsored events.

Exceptions to this policy are permitted with the approval of the Town Manager that would allow employees to bring their children to visit their worksite, provided that the visits are infrequent, brief, and planned in a fashion that limits disruption to the workplace. While children are in the workplace, they must be directly supervised by the host/parent at all times. If the frequency, length or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

SECTION 7: LEAVES OF ABSENCE

7.1 FAMILY AND MEDICAL LEAVE OF ABSENCE

This policy is adopted to comply with the federal Family and Medical Leave Act as amended (FMLA). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

The Town will administer this policy in a uniform, non-discriminatory fashion in accordance with all applicable laws, including but not limited to, the Americans with Disabilities Act. To the extent permitted by law, FMLA and any family/medical leave provided under state or local law will run concurrently.

Any questions not covered by this policy should be directed to the Human Resource Manager.

WHO IS ELIGIBLE FOR FMLA LEAVE?

An employee is eligible for FMLA leave if he or she has worked for the Town of Bay Harbor Islands for at least twelve (12) months and for at least 1,250 hours of service during the twelve-month period immediately preceding the commencement of the leave.

An employee who does not meet the eligibility criteria for FMLA leave may be eligible for leave under the Town's Personal Leave or other leave policies. Please contact Human Resources for more information.

REASONS FOR FMLA LEAVE AND COMPUTATION OF LEAVE PERIOD

A. **An eligible employee may take up to a total of 12 workweeks of unpaid FMLA leave during a 12-month period for one or more of the following:**

- The birth of a child, or placement of a child with the employee for adoption or foster care.
- Employee's own serious health condition.
- Employee is needed to care for your spouse; child; parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that the employee's spouse; son or daughter; parent is on covered active duty or call to covered active duty status with the Armed Forces.

- The employee is the spouse; son or daughter; parent; next of kin of a covered servicemember with a serious injury or illness.

Computation of the 12-Week Period: An eligible employee is entitled to 12 workweeks of FMLA leave in a rolling 12-month period for one or a combination of the FMLA circumstances listed above, measured backward from the date an employee uses any leave under this policy. Each time an employee takes FMLA leave, the remaining FMLA leave entitlement would be any balance of the 12 workweeks which has not been used during the immediately preceding 12 months. For example, if an employee takes eight (8) weeks of FMLA qualifying leave during a rolling 12-month period, an additional four (4) weeks of FMLA leave could be taken during the same 12-month period.

B. Military Caregiver Leave: An eligible employee may take unpaid leave for up to a total of 26 workweeks in a "single 12-month period" to care for a covered servicemember with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

Computation of the 26-Week Period: An eligible employee may take up to 26 workweeks of leave during a single 12-month period. This single 12-month period is measured forward from the date of the employee's first use of FMLA leave to care for a covered servicemember and ends 12 months after that date. This leave is applied on a per covered servicemember, per injury basis, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

During the single 12-month period, the employee is entitled to a combined total of 26 workweeks of leave for the employee's leave to care for a covered servicemember and leave for any other FMLA qualifying reason, as listed above. Leave for any other FMLA qualifying reason is limited to 12 workweeks, even if the employee takes less than 14 workweeks of leave to care for the covered servicemember.

C. Restrictions on FMLA Leave.

1. Birth, Adoption or Foster Care Placement. An employee may not take FMLA leave for the birth, adoption, or foster care of a child if 12 months have passed since the birth, adoption, or placement of the child. An employee may not take FMLA leave on an intermittent or reduced schedule basis for the birth, adoption or foster placement of a healthy child without prior written approval of the Town.

2. Spouses Working for the Town of Bay Harbor Islands: A married couple who both work for the Town of Bay Harbor Islands and who are both eligible for FMLA leave may be limited to:

(a) *a combined total of 12 workweeks of leave during any 12-month period* if the leave is taken for the birth, adoption or foster care placement of a son or daughter, or to care for the employee's parent with a serious health condition

(b) (b) *a combined total of 26 workweeks of leave during any single 12-month period* for leave taken to care for a covered servicemember with a serious illness or injury and any other FMLA qualifying reason. These limitations apply even if the partners are employed at different Town of Bay Harbor Islands worksites.

EXCEPTION!!!! *The parents may each take 12 weeks of FMLA leave if they are needed to care for their newborn, adopted or foster child who has a* ***serious health condition****, provided that the either party has not previously exhausted their FMLA entitlements during the applicable 12-month FMLA leave period.*



EMPLOYEE NOTICE FOR FMLA LEAVE

When an employee provides notice of the need for leave, the employee must provide sufficient information for the Town to determine whether the leave qualifies as FMLA leave. If the employee fails to do so, the Town may deny the leave. Calling in "sick" without providing more information will not be considered sufficient notice to trigger FMLA leave. If the employee has previously taken FMLA leave and the employee seeks another FMLA leave for the same FMLA-qualifying reason, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. Likewise, if the employee has been previously approved for FMLA leave for more than one qualifying reason, the employee's notice must specify which FMLA-qualifying reason supports the employee's current request for leave.

Foreseeable Leave: An employee must provide the Town's Human Resources Manager at least 30 days' advance written notice before FMLA leave or other leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. When planning medical treatment, the employee must consult with the Town and make a reasonable effort to schedule the treatment so as not to unduly disrupt the Town's operations, subject to the approval of the health care provider. The employee must also advise Human Resources as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Unforeseeable Leave and Leave for a Qualifying Exigency: When an employee's request for FMLA leave is not foreseeable or is due to a qualifying exigency (regardless of how far in advance such

leave is foreseeable), the employee must provide notice (verbal or written) to his or her Department Head / Manager or the Human Resources Manager as soon as is practicable under the facts and circumstances of the particular case.

If the employee does not comply with the notice and procedural requirements listed above, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied depending on the facts of the particular case. An employee must respond to any inquiry by the Town as to the reasons for providing less than 30 days' notice for foreseeable leave.

NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES

When an employee requests FMLA leave, or when the Town acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the Town will notify the employee of his or her eligibility to take FMLA leave and his or her rights and responsibilities for taking FMLA leave. An employee has an obligation to respond to the Town's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to comply with this requirement may result in the denial of FMLA leave.

CERTIFICATION REQUIREMENTS

A. Certification of Health Care Provider for a Serious Health Condition

When requesting leave based on a serious health condition of an employee or covered family member, the employee must give the Town a certification of a health care provider that includes all information required by the FMLA. (The certification forms are available from the Human Resource Manager). Alternatively, the employee may provide an executed authorization or release allowing the Town to communicate directly with the health care provider.

If the medical certification is incomplete or insufficient, the Town will specify the deficiencies in the certification and the employee will have a reasonable opportunity to provide the information necessary to make the certification complete and sufficient. The Town may directly contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has the opportunity to cure any deficiencies. This contact will be made by the Human Resource Manager, a health care professional, or a management official, but not the employee's direct supervisor. In compliance with HIPAA Medical Privacy Rules which apply to the health care provider, the Town will obtain the employee's permission to clarify individually identifiable health information directly with the health care provider. If the employee does not provide the Town with such authorization, and does not otherwise clarify the certification, the Town may deny the taking of FMLA leave.

1. Additional Medical Opinions: If the Town has reason to doubt the validity of a medical certification, it may require an employee to obtain a second opinion from a health care provider designated by the Town at the Town's expense. If this second opinion

differs from that provided by the employee's physician, the Town may require the opinion of a third health care provider (at the Town's expense), designated jointly by the Town and the employee. The third opinion shall be final and binding. Upon request, the Town will provide the employee with a copy of the additional opinion(s).

Pending the receipt of the additional opinion, the employee will be considered as provisionally entitled to FMLA. If the additional opinion does not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the Town's established leave policies.

2. Annual Medical Certification and Recertification: If the employee's need for leave due to the employee's own serious health condition or the serious health condition of the employee's covered family member lasts beyond a single year, the Town may require that the employee provide a new medical certification in each subsequent leave year. The Town may also request recertification of such leave during the leave in accordance with the applicable FMLA requirements. The employee has the same obligation to participate in the annual certification and recertification process as in the initial certification process.

B. Certification for Leave Taken because of a Qualifying Exigency

When requesting leave for a qualifying exigency, the employee must provide a certification that includes all the information requested by the FMLA and a copy of the covered military member's active duty orders or other documentation of a call to active duty status and dates of service. The Town may verify the basis for the qualifying exigency in accordance with the FMLA. A copy of the required certification form may be obtained at the Human Resource Manager.

C. Certification for Leave Taken to Care for a Covered Servicemember (Military Caregiver Leave)

When requesting leave to care for a covered servicemember with a serious injury or illness, an employee must provide a certification completed by an authorized health care provider of the covered servicemember that includes all the information required by the FMLA, or alternatively, a copy of any "invitational travel orders" (ITOs), or "invitational travel authorizations" (ITAs) issued by the military to any family member (regardless of whether the employee is named). An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA and if the employee needs leave beyond the time specified in the ITO/ITA, the employee must complete a certification form to cover the remainder of the leave period. The Town may also require the employee to provide confirmation of a covered family relationship to the seriously injured or ill servicemember. It is the employee's responsibility

to provide the Town with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

D. Consequences of Not Providing the Certification or Curing Deficiencies

If an employee does not submit a certification or does not cure the deficiencies in a certification, the leave is not a FMLA-qualifying leave. If the absences do not qualify as leave under the Town's other leave policies, the absences ordinarily will be treated as unexcused absences and may result in corrective action up to and including termination of employment.

DESIGNATION OF FMLA LEAVE

When the Town has enough information to determine whether the employee's requested leave qualifies as FMLA, it will provide written notice to the employee as to whether the leave will be designated and counted as FMLA leave. Where appropriate, the Town may retroactively designate leave as FMLA leave upon notice to the employee or upon agreement with the employee.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

An employee may take FMLA leave on an intermittent or a reduced schedule if medically necessary (and such medical need can best be accommodated through an intermittent or reduced leave schedule) because of the employee's or family member's serious health condition, or to care for a covered servicemember with a serious injury or illness. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis.

If an employee needs intermittent or reduced schedule leave for planned medical treatment for the employee, covered family member or covered servicemember, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Town's operations. In this situation, the Town reserves the right to transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of FMLA leave. The alternative position will have equivalent pay and benefits as the previous position but may not have equivalent duties.

The Town will account for intermittent or reduced schedule leave of less in ¼ hour (15-minute) increments. The employee's FMLA entitlement is reduced by the amount of leave taken during the applicable period. The employee is responsible for tracking his or her individual intermittent leave time taken. Failure to accurately record intermittent leave time, or recording non-FMLA absences as intermittent FMLA leave, may result in corrective action, up to and including termination from employment.

REPORTING TO THE TOWN WHILE ON LEAVE

An employee on FMLA leave or any other type of leave for medical or health reasons may be required to report on a periodic basis regarding his or her status and intention to return to work. If circumstances change and the employee needs either more or less leave, the Town requires that the employee provide the Town with reasonable notice (i.e., within two (2) business days) of the changed circumstances, where foreseeable. The Human Resource Manager will inform the employee how often the employee must report to the Town while on leave.

RELATIONSHIP BETWEEN FMLA LEAVE AND PAID LEAVE TIME

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or other type of paid time off) during FMLA leave. After the employee exhausts his or her paid leave time, the remainder of the employee's FMLA leave will be unpaid with the exception of any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits.

A. Workers' Compensation Injury: If the employee is injured on the job and the injury qualifies as a serious health condition under the FMLA, the Town requires that the time off for the injury be counted against the employee's FMLA leave entitlement. The Town and the employee may agree to have the employee's unused, accrued paid leave time (sick time and vacation or other types of paid time off) supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law where those benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving temporary disability benefits.

NOTE: If an employee receives supplemental pay from the Town during any portion of his or her FMLA leave for a workplace injury (*see* Policy No. 7.3 Workers' Compensation Leave of Absence), the employee may not use paid leave time to supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law.

B. Short Term Disability: If the employee is eligible for and is using the Town's short-term disability plan for a serious health condition, the Town requires that the time off taken under the disability plan be counted against the employee's FMLA leave entitlement. The Town and the employee may agree to have unused, accrued paid leave time (sick time and vacation or other types of paid time off) supplement the employee's short-term disability benefits where the benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving benefits under the Town's short-term disability plan and the employee is not required to apply for short-term disability benefits to take FMLA leave.

SENIORITY AND LEAVE TIME WHILE ON FMLA LEAVE

The employee will not accrue any seniority or paid leave time (sick time and vacation) while on unpaid FMLA leave. Accrual of any seniority and paid leave time will resume upon return to active employment. The amount of adjusted Vacation leave time the employee will receive will be determined by the Town Manager and consideration of length of service, performance review ratings, etc. will be taken into consideration by the Manager. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave.

BENEFITS WHILE ON FMLA LEAVE

The Town will continue to pay its portion of the employee's group health and dental insurance premiums while the employee is on FMLA leave. The employee is responsible for making arrangements with the Town's Human Resources and Finance Departments to pay the employee portion of group health and dental insurance premiums and the costs of any other elected insurance coverage in an amount equal to the amount the employee would have paid via payroll deduction, no later than the first day of the month. If FMLA leave is foreseeable, the employee may pre-pay the required premium by withholding this additional amount from his or her paycheck prior to the start of FMLA leave. If FMLA leave is taken with paid leave time (sick time and vacation) or with supplemental pay from the Town (*see* Policy No. 7.3 Workers' Compensation Leave of Absence), the premiums will be deducted from the employee's paycheck during FMLA leave as a regular payroll deduction. Failure to make timely payments will result in discontinuation of coverage.

If the employee does not return to work after his or her FMLA leave, the employee's group health plan coverage will end, and the employee will receive a separate notice that provides details about COBRA coverage.

It is the employee's responsibility during FMLA leave to add a spouse or new dependent child(ren) to the group health plan in a timely manner if such coverage is desired.

RETURN TO WORK

To return to work from a FMLA leave for his or her own serious health condition, the employee is required to provide a fitness for duty certification from the employee's health care provider on or before the day the employee returns to work. The fitness for duty certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness for duty certification should specify those medical restrictions and the expected duration of the restrictions.

The employee must pay any costs associated with the completion of the fitness for duty certification (including the costs of the applicable health care provider) and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification.

If the employee fails to provide a timely fitness for duty certification, the Town may delay the employee's restoration to employment until the completed fitness for duty certification is provided. If the employee does not produce the certification, the employee may be terminated from employment.

An employee who fails to return to work within three (3) days after the expiration of his or her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA). Any such request must be submitted in writing to the Human Resource Manager at least two (2) weeks prior to the expiration date of the employee's approved FMLA leave of absence, or as soon as reasonably practicable after determining the basis for the extension request. The effective date of an employee's voluntary resignation will be the third day following the expiration of his or her FMLA leave.

REINSTATEMENT

When the employee timely returns from FMLA leave, he or she will be restored to the position held when FMLA leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had been continuously employed during FMLA leave.

TRANSFER/PROMOTION ELIGIBILITY

An employee is not permitted to apply for a transfer and/or promotion during his or her FMLA leave unless mutually agreed by the employee, the employee's Department Head / Manager, and the Town Manager.

OUTSIDE EMPLOYMENT DURING FMLA LEAVE

An employee on FMLA leave may not work at another job during the duration of the leave when such outside employment is inconsistent with the FMLA leave approved by the Town. An employee on leave must notify his or her Department Head / Manager and the Human Resources Manager if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to corrective action.

DEFINITIONS

The Town adopts the definitions of the FMLA, as amended. This policy lists some of the commonly used definitions.

A. **"Serious health condition"** is defined as an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient Care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. "Incapacity," for purposes of the FMLA means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

2. Absence Plus Treatment: A period of incapacity of more than three consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: (a) Treatment two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider. For purposes of the FMLA, "treatment by a health care provider" means an in-person visit to a health care provider, and the initial (or only) treatment visit must take place within seven (7) days of the first day of incapacity.

3. Pregnancy: The state of carrying a developing embryo or fetus within the female body.

4. Chronic Conditions Requiring Treatments: A chronic condition which: (a) Requires periodic visits at least twice a year for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for: (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three (3) consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

B. **"Son or Daughter"** means a biological, adoptive, foster or stepchild, a legal ward, or a child of a person standing in loco parentis (guardian).

C. **"Parent"** means a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter (as defined above). This term does not include the employee's parents "in law."

D. **"Intermittent Leave"** is leave taken in separate blocks of time due to a single qualifying reason rather than for one continuous period of time and may include leave of periods from an hour or more to several weeks. A "reduced leave" schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday.

E. **"Qualifying Exigency"** includes leave for one or more of the following arising out of the fact that the spouse, son, daughter, or parent of the employee is a servicemember on covered active duty (or has been notified of an impending call or order to covered active duty):

1. Short-notice deployment (up to seven (7) calendar days).

2. Attending certain military events and related activities, such as official ceremonies or programs related to the servicemember's active duty status or to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are relative to the servicemember's active duty status;

3. Certain childcare and related school activities such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, or attending certain meetings at a school or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty or the covered family member;

4. Making or updating financial and legal arrangements to address a covered military member's absence while on active duty or call to active duty status or to act as the covered military member's representative before a federal, state or local agency for the purposes of obtaining or arranging or appealing military service benefits while the covered military member is on active duty or a call to active duty status;

5. Attending counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.

6. Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during the period of deployment.

7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

8. Any other event that the Town and the employee agree is a qualifying exigency.

F. **"Covered Active Duty"** means - (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

"Covered Servicemember" means - (i) a 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 (ii) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For additional information regarding employee rights and responsibilities under the family medical leave act (FMLA), visit WWW.WageHour.DOL.GOV.

7.2 PARENTAL LEAVE

PURPOSE

The Town of Bay Harbor Islands will provide up to six (6) weeks of paid parental leave to full time employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after the effective date of this policy.

ELIGIBILITY

In order to be eligible for paid parental leave an employee must meet the following criteria:

- Have been employed by the Town of Bay Harbor Islands for at least twelve months.
- Have worked at least 1,250 hours during the twelve-month period preceding the leave.
- Be a full-time, regular employee not covered by a collective bargaining agreement (temporary employees and interns are not eligible for this benefit).

If both parents work for the Town, the parents will only be entitled to a collective total of six (6) weeks of paid parental leave between them. If the parents desire to split the six (6) weeks of paid parental leave between themselves (one parent takes 3 weeks and the other parent takes 3 weeks), both parents must individually meet the eligibility criteria stated above. Both parents may take the leave at the same time provided it is operationally feasible.

QUALIFYING REASONS

Paid Parental Leave under the terms of this policy is available to eligible employees for one or more of the following qualifying reasons:

- The birth of child/children of the employee, or to care for the newborn child/children (within 12 weeks of birth);
- The placement of a child/children with the employee for adoption or foster care, or to care for the newly placed child/children (within 12 weeks of placement).

AMOUNT, TIME FRAME AND DURATION OF PAID PARENTAL LEAVE

- Eligible employees will receive a maximum of six weeks (or three weeks each if spouses decide to split time) of paid parental leave per birth, adoption or placement of

child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the four-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

- Paid parental leave may be taken by day or week during the first 12 weeks after the birth, adoption, or foster care intake of the child or children.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Any unused paid parental leave will be forfeited 12 weeks after the birth, adoption, or foster care intake of the child or children.
- Upon termination of the individual's employment at the Town, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

COORDINATION WITH OTHER POLICIES

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. If the amount of the FMLA available is less than the amount of paid Parental Leave to be taken, paid Parental Leave will still be granted as specified in this Policy, without regard to the existence of the individuals available FMLA. All other requirements and provisions under the FMLA will apply.
- Paid Parental Leave shall be exhausted prior to the use of Vacation Leave, Sick Leave, or Compensatory Time when such leave is requested for the purpose of a birth or adoption event.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees accrued sick, vacation or personal time. Upon exhaustion of accruals, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The Town will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave of absence.

- If a Town holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- If the employee is on paid parental leave when the Town offers administrative leave, that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

REQUEST FOR PAID PARENTAL LEAVE

- Employees seeking paid parental leave must provide their Department Director and the Human Resource Manager at least thirty (30) days advanced notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable.
- One paid Parental Leave benefit is available per employee, per birth or adoption event. The number of children involved does not increase the length of paid Parental Leave granted for that event.
- When medical emergencies are involved, notice may be given in person or by telephone, and may be given by the employee's spouse or other family member if the employee is unable to do so due to a serious health condition. Written notice cannot be required in the case of a medical emergency.
- Employees seeking paid parental leave shall complete the Parental Leave Request form, Request for FMLA form, and Certification of Health Care Provider form and submit them to the Human Resource Manager, stating the reason for the request, and the beginning and ending dates of the requested leave. The Town will make a determination of the employee's eligibility and qualification and approve or deny the request for parental leave.
- Paid Parental Leave shall begin no sooner than two (2) weeks before the anticipated delivery date or adoption and must end no later than twelve (12) weeks after the birth or adoption of a child.

- Employees on Paid Parental Leave are to comply with the Town's employee leave policies, are precluded from outside employment while on the leave and may, if necessary, be required to submit additional documentation to further substantiate the leave.

DESIGNATION NOTICE

- Once it has been determined that paid parental leave will be granted, the Human Resource Manager will notify the employee in writing within five (5) business days absent extenuating circumstance, as to whether or not the leave will be designated as paid parental leave, and provide the employee with notice detailing the specific expectations of the employer and explaining any consequences of a failure to meet these obligations.

7.3 GRANDPARENT LEAVE

An employee may take leave to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the Family and Medical Leave Act to care for a grandparent with a serious health condition. (*See* Policy No. 7.1 Family and Medical Leave of Absence)

An employee is eligible for leave under this policy if he or she is employed by the Town for at least twelve (12) months and for at least 1,250 hours of service during the twelve-month period immediately preceding the commencement of leave.

For purposes of this policy, "grandparent" means any grandparent of an employee for whom the employee has assumed primary financial responsibility.

NOTE: If the grandparent stood in loco parentis to the employee when the employee was a child (*see* Policy No. 7.1 Family and Medical Leave of Absence), the employee's leave will be governed by the Town's FMLA policy.

7.4 WORKERS' COMPENSATION LEAVE OF ABSENCE

PURPOSE

To provide an authorized leave of absence from work to eligible employees who incur a compensable work-related injury or illness, as determined by the Town's Workers' Compensation insurance carrier. This policy further applies to those claims that are conditionally compensable during the 120-day investigation period under Florida law. This policy sets forth the conditions for the integration of state-mandated Workers' Compensation benefits with a leave of absence offered by the Town. This policy does not cover absences for claims that are not accepted as compensable or claims that are denied pursuant to the 120-day investigation period under Florida law.

This policy does not preclude the Town from terminating an employee for reasons unrelated to this policy.

The Town will administer this policy in a uniform, non-discriminatory fashion in accordance with applicable laws, including but not limited to, the Americans With Disabilities Act and the Family and Medical Leave Act.

ELIGIBILITY

This policy applies to all part-time and full-time employees beginning on the first day of employment. A part-time or full-time employee who is absent from work for more than three (3) consecutive days due to a work-related injury or illness will be placed on a Workers' Compensation leave of absence, provided that the employee satisfies the requirements for this leave.

LEAVE DURATION

The length of an employee's Workers' Compensation leave of absence will be the period of time that the employee is medically unable to work or that the employee has temporary work restrictions that the Town is unable to accommodate at that time. The employee's ability to work and work restrictions shall be determined by the authorized Workers' Compensation health care provider, however the Town reserves the right to obtain an independent medical examination (IME) to verify the employee's status.

The maximum length of leave under this policy is twenty-four (24) weeks in a rolling 12-month period measured backward from the date that the employee uses any leave under this policy.

Any request for an extension of leave will be reviewed by the Town's Human Resources Manager in conjunction with the Town Manager, Assistant Town Manager and/or Department Head / Manager and in accordance with the Americans with Disabilities Act ("ADA"), as amended.

RELATIONSHIP TO THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

If the employee's work-related injury or illness qualifies as a "serious health condition" under the FMLA and the employee is eligible for FMLA leave, the employee's Workers' Compensation leave of absence will run concurrently with the employee's FMLA leave. In this circumstance, the employee's leave will be administered in accordance with the provisions of this policy and the Town's Family and Medical Leave of Absence policy (*See* Policy No. 7.1)

COMPENSATION DURING LEAVE FOR PART-TIME EMPLOYEES

A part-time employee's Workers' Compensation leave of absence is unpaid, except to the extent that the employee receives temporary disability benefits from the Town's Workers' Compensation insurance carrier in accordance to Florida Law.

COMPENSATION DURING LEAVE FOR FULL-TIME EMPLOYEES

A. Leave Is Twelve Weeks or Less. A full-time employee's Workers' Compensation leave of absence for twelve (12) weeks or less is unpaid, except to the extent that the employee receives temporary disability benefits from the Town's Workers' Compensation insurance carrier or uses accrued paid leave time as provided below.

If the employee receives temporary disability benefits and the leave qualifies for FMLA leave, the employee may elect to use his or her accrued paid leave time (sick time and vacation TO) during weeks 1 through 12 of the leave in an amount up to the amount of the employee's regular pay or salary. (*See* Policy No. 7.1 Family and Medical Leave of Absence)

If the employee does not receive temporary disability benefits during this time, the employee is required to use his or her accrued paid leave time (sick time and vacation) during the leave.

B. Leave During Weeks Thirteen to Twenty-Four. If a full-time employee's Workers' Compensation leave of absence continues for thirteen (13) to twenty-four (24) weeks and the employee receives temporary disability benefits during this time, the employee may be eligible for a supplemental pay benefit from the Town. The Town will pay the difference between the temporary disability benefit amount and the eligible employee's regular pay or salary during weeks 13 through 24 of the employee's leave. The employee may not use any accrued paid leave time (sick leave, vacation or other types of paid time off) during the time that he or she receives supplemental pay from the Town under this policy.

If the employee sustained a work-related injury or illness as a result of the employee's violation of the Town's policies or procedures or misconduct as determined by the Town Manager or did not timely report the work-related injury or illness, the employee is not eligible for the supplemental pay benefit. If the employee is not eligible for the supplemental pay benefit, the employee is required to use his or her accrued paid leave time (sick time and vacation) during the leave.

If the employee does not receive temporary disability benefits, the employee is required to use his or her accrued paid leave (sick time and vacation) during weeks 13 through 24 of the leave.

BENEFITS WHILE ON LEAVE

The Town will continue to pay its portion of the employee's group health and dental insurance premiums while the employee is on an authorized leave of absence under this policy. The employee is responsible for making arrangements with the Town's Human Resources and Finance Departments to pay the employee portion of group health and dental insurance premiums and the costs of any other elected insurance coverage in an amount equal to the amount the employee would have paid via payroll deduction, no later than the first day of the month. If the Workers' Compensation leave is taken with the employee's paid leave time (sick time and vacation) or the employee receives supplemental pay from the Town, the premiums will be deducted from the employee's paycheck during the leave as a regular payroll deduction. Failure to make timely payments will result in discontinuation of coverage.

RETURN TO WORK

An employee is required to provide a fitness-for-duty certification from a health care provider to the Human Resource Manager on or before the day the employee returns to work. The fitness for duty certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness-for-duty certification must specify those medical restrictions and the expected duration of the restrictions.

The Florida Workers' Compensation Uniform Medical Treatment/Status Reporting form (referred to as a "DWC-25 form") completed by the authorized workers' compensation health care provider satisfies the requirement of a fitness-for-duty certification under this policy, provided that the completed form addresses the employee's ability to perform the essential functions of his or her position as listed in the job description. If the completed DWC-25 form does not address the employee's ability to perform the essential functions of his or her position, the employee must submit a separate fitness-for-duty certification from a health care provider with that information. **Employees are encouraged not to leave the office of the authorized workers' compensation health care provider without receiving their completed DWC-25 form, this form must be provided to the HR Department as soon as possible.**

If the employee fails to provide a fitness-for-duty certification on or before his or her return to work, the Town may delay the employee's restoration to employment until the certification is provided to the Town. If the employee does not produce the certification within the time period specified by the Town, the employee may be terminated from employment.

SUPPLEMENTAL PAY FOR THERAPY OR MEDICAL TREATMENT SESSIONS

If a full-time employee receives medical treatments or therapy for the work-related injury or illness after his or her return to work, the employee may be eligible for a supplemental pay

benefit from the Town. The Town will pay the full-time employee at his or her regular rate of pay for up to one (1) hour per session to participate in physical, occupational, or other therapy or to attend a medical treatment prescribed by a health care provider for the employee's work-related injury or illness. This compensation will be paid for a maximum of 36 therapy or medical treatment sessions for the same injury or illness and the sessions must occur within 24 weeks from the date of the employee's injury or illness. The full-time employee must be an active employee (i.e., not on a leave of absence) on the date of the medical treatment or therapy sessions to be eligible for this supplemental pay benefit.

FAILURE TO RETURN TO WORK

An employee who fails to return to work within three (3) days after the expiration of his or her approved Workers' Compensation leave of absence will be treated as a voluntary resignation, absent a request for an extension of leave or an accommodation under the ADA. Any such request must be submitted in writing to the Human Resources Manager at least two (2) weeks prior to the expiration date of the employee's approved Workers' Compensation leave of absence, or as soon as reasonably practicable after determining the basis for the extension request. The effective date of an employee's voluntary resignation will be the third day following the expiration of his or her leave of absence under this policy.

REINSTATEMENT

If the approved Workers' Compensation leave is for twenty-four (24) weeks or less and the employee has been released to work by an authorized Workers' Compensation health care provider to perform his or her essential job functions, the Town will return the employee to the employee's former position or to the same department and classification in which the employee was working prior to the leave of absence, or a substantially equivalent position. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had been continuously employed during a Workers' Compensation leave of absence.

If the employee has reached maximum medical improvement and is released to return to work but is unable to perform the essential functions of his or her position (either with or without a reasonable accommodation), the employee may request an alternative position within his or her physical and vocational capabilities. Such a request should be submitted as far in advance of the employee's scheduled return to work date as is practicable under the facts and circumstances of the s possible. The Town will evaluate any such request in conjunction with its staffing and departmental needs and in accordance with the Town's ADA policy.

The employee will be deemed to have voluntarily resigned his or her employment if the employee: (1) does not accept the Town's job offer for his or her return to work within the time specified by the Town; or (2) does not return to work on an agreed date at the end of this leave, unless the employee is entitled to take additional time off under applicable law (e.g., FMLA) or is

authorized to take additional leave under the Town's other leave policies or in accordance with the Americans with Disabilities Act. An employee's failure to accept the Town's job offer to return to work may affect his or her impairment benefits under Florida law.

NOTE: Sworn police officers and sergeants should contact the Human Resources Manager for information concerning the duration of a leave of absence for a workplace injury and the supplemental pay benefit currently applicable to those positions.

7.5 MILITARY LEAVE



The Town will grant military leave to all eligible full-time and part-time employees who are performing or have performed military service in accordance with applicable federal and state laws. Benefits, seniority, and reinstatement will be in accordance with applicable laws. Employees seeking military leave should contact Human Resources for further details concerning notice requirements, appropriate documentation, amount of leave, benefits, and reinstatement rights.

FLORIDA NATIONAL GUARD SERVICE LEAVE

An employee who is a member of the Florida National Guard shall, upon presentation of a copy of the employee's official orders issued pursuant to Chapter 250, Florida Statutes, to the Human Resources Manager, be granted leave during periods in which the employee is ordered to active state service by the Governor of Florida. The first thirty (30) calendar days of leave for each period of active state service shall be with pay. Employees may elect to be paid their accrued vacation and sick time for any active state service time in excess of 30 calendar days.

MILITARY RESERVE AND NATIONAL GUARD TRAINING LEAVE

An employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard shall, upon presentation of a copy of the employee's official orders to the Human Resources Manager, be granted leave with pay for a maximum of 240 working hours per calendar year (January-December) during which the employee is ordered to active or inactive duty training. Employees may elect to be paid their accrued vacation and sick time for any training time in excess of 240 working hours.

ACTIVE MILITARY SERVICE LEAVE

Upon presentation of the employee's official orders to the Human Resource Manager, the Town shall grant leave with pay to an employee who is a commissioned reserve officer or reserve

enlisted personnel in the United States military or naval service or a member of the Florida National Guard and is ordered to active military service. The first thirty (30) calendar days of leave for each period of active military service shall be with pay. Employees may elect to be paid their accrued vacation and sick time for any active military service time in excess of 30 calendar days in an amount necessary to bring the employee's total salary, inclusive of his or her base military pay, to the level the employee earned at the time called to active duty.

7.6 JURY DUTY AND WITNESS LEAVE

JURY DUTY

A full-time employee who is summoned to Jury Duty by a court of competent jurisdiction shall be granted time off with pay provided the employee provides a copy of the summons to his or her supervisor at least five (5) work days prior to commencement of service as a juror. Any employee who is released from Jury Duty and has a half a day or more of regularly scheduled work time remaining, shall report to work as soon as possible. Proof of time served on Jury Duty shall be required.

WITNESS IN A LEGAL ACTION

If an employee is required to act as a witness or is deposed in a legal action at the request of the Town or where the employee has been subpoenaed to testify on behalf of the Town or concerning Town business, the employee will receive compensation at the applicable rate of pay (straight or overtime). This shall include appearances that are contiguous to their regularly scheduled shift.

Employees who are called back to work after being relieved of duty or required to appear in court in regard to official duties on their normal day off shall receive compensation in accordance with the Town's Call-Back policy.

An employee is required to notify his or her Department Head / Manager as soon as practicable after receiving a subpoena or other notice to attend any judicial proceeding involving the Town.

An employee may use his or her accrued vacation, personal leave in accordance with the Town's policies, to act as a witness at trial or deposition or to attend proceedings in connection with a personal or non-Town related legal action, or in connection with a personal matter of another employee. If the employee has previously exhausted his or her accrued vacation or personal time, the employee may apply for an unpaid leave of absence. The employee must submit documentation of the proceedings, including any notice or subpoena compelling the employee's appearance at deposition, hearing or trial.

7.7 BEREAVEMENT LEAVE

Upon approval of the Department Head / Manager, a full-time employee may, upon request, be granted up to five (5) working days of leave with pay in the unfortunate event of a death in his or her immediate family. The employee's immediate family shall be the same definition as "Relative," which means an individual who is related to the public official or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first & second cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or other members of employee's household.

The five days of bereavement leave must be taken consecutively, and the employee must attend the funeral of the deceased family member to be eligible for bereavement leave. If an employee needs time in excess of five days, he or she may request accrued vacation time, sick time, or other types of paid time off with the approval of their Department Head / Manager. The Town reserves the right to request all pertinent information including deceased relative's name, relationship of the employee to the deceased, the name and address of the funeral home, and the date of the funeral. Documentation such as a death certificate, or other documentation on the deceased) may be required for approval of the leave. The employee must notify the Human Resource Manager in writing of the need for leave as soon as possible before the leave is actually taken.

7.8 VOTING

The Town believes that it is the responsibility and duty of employees to exercise the privilege of voting in elections. Employees are encouraged to exercise their right to vote before or after their regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to three hours, during the work date to vote. Time off for voting must be reported and coded appropriately on timekeeping records. Compensation for this time off may be unpaid or the employee may utilize his/her accrued leave banks.

7.9 DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

The Town provides leave from work to employees who require time off to deal with the issue or effects of domestic or repeat violence or sexual violence, and to conform to the Miami-Dade County Domestic Leave and Reporting Ordinance and Florida Statutes § 741.313.

ELIGIBILITY

To be eligible for domestic violence leave, an employee must have been employed by the Town for at least ninety (90) days and for at least three hundred and eight (308) hours of service with the Town during the previous ninety (90) days.[1]

To be eligible for sexual violence leave, an employee must have been employed by the Town for three (3) or more months.

REASONS FOR LEAVE

A. Domestic Violence Leave. Eligible employees who are victims of domestic violence are entitled to a total of thirty (30) workdays of unpaid domestic violence leave during any twelve (12) month period for one or more of the following:

1. To obtain or receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's family or household member;

2. To obtain and receive legal assistance relating to domestic or repeat violence, including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support;

3. To attend court appearances relating to domestic or repeat violence, including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support;

4. To attend counseling or support services, including counseling or support services for dependent children;

5. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

6. To make any other arrangements necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

[1] An employee who has worked for the Town for at least 3 months but has not met the hours of service requirement under the Miami-Dade County Ordinance (i.e., 308 hours during the previous 90 days), is only eligible for 3 days of domestic violence leave under Florida law.

B. Sexual Violence Leave. Eligible employees who are victims of sexual violence are entitled to a total of 3 days of sexual violence leave for the purposes outlined in paragraphs A.1-6 above.

REQUEST FOR LEAVE

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Manager. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the particular case and in accordance with his or her department's procedures for unforeseeable absences.

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or other type of paid time off) during their leave. After the employee exhausts his or her paid leave time, the remainder of the employee's leave will be unpaid with the exception of any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits. All leaves of absence in excess of ten (10) business days or two (2) weeks must be approved by the Town Manager.

An employee may take domestic or sexual violence leave intermittently or on a reduced leave schedule of no less than half hour increments. However, if an employee requests an intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Town may require that such employee transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave.

Domestic or sexual violence leave may be taken in addition to family leave under the Town's Family and Medical Leave Act policy (*See* Policy No. 7.1) provided that the employee qualifies for FMLA leave.

CERTIFICATION AND CONFIDENTIALITY

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is

being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the aforementioned matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

EMPLOYMENT AND BENEFITS PROTECTION

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resource Manager on the status and intention of the employee to return to work.

PROHIBITION AGAINST RETALIATION

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Manager.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by

another family or household member, or any crime the underling factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines "sexual violence" to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

7.10 PERSONAL LEAVE OF ABSENCE

The Town provides an opportunity for eligible employees to request a leave of absence for personal reasons.

ELIGIBILITY

An employee is eligible for a personal leave of absence if he or she:

i. is employed full-time

ii. has been employed for at least 90 days

iii. is in good standing at the time of the leave.

The Town defines "good standing" as an employee who has not received any corrective action or other formal discipline, a performance improvement plan or unsatisfactory performance evaluation during their employment (for employees employed between 90 days and 12 months) or within the previous 12-month period (for employees employed 1 year or longer).

Part-time, temporary, and seasonal employees may be considered for a personal leave of absence and will be considered on a case by case basis. Temporary employees do not qualify for a personal leave of absence, unless they are already existing full-time Town employees.

POLICY

Eligible employees may request a personal leave of absence for reasons not covered by the Town's other leave policies. Examples of reasons for a personal leave of absence may include, but are not limited to, the following:

- Absences due to the employee's own health condition if the employee does not qualify for leave under the Town's Family and Medical Leave of Absence policy or has exceeded the time permitted by that policy.
- Absences due to the employee's work-related injury or illness if the employee has exceeded the time permitted by the Workers' Compensation Leave of Absence policy.
- Absences due to the continued serious health condition of the employee's spouse, son, daughter, parent or grandparent (beyond the time permitted by the Town's Family and Medical Leave of Absence and Grandparent Leave policies).
- Other personal reasons as approved by the Town.

Approval of a personal leave of absence is at the sole discretion of the Department Head / Manager. Any personal leave of absence, whether paid through use of vacation, sick, personal etc. or unpaid, in excess of ten (10) business days or two (2) weeks in a fiscal year must be approved by the Town Manager. In deciding whether to approve a personal leave of absence, the Town will consider the employee's request (including the reason and length of the leave) and the staffing and operational needs of the Town for the period of the requested leave.

PROCEDURE

An employee must provide the Town with at least 30 days advance written notice of his or her need for a personal leave of absence if the request for leave is based on foreseeable circumstances. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be necessary, or because the need for leave was unforeseeable, the employee must provide notice (verbal or written) as soon as practicable and in accordance with his or her department's procedures for an unforeseeable absence.

The employee's request for a personal leave of absence should be submitted to his or her Department Head / Manager. The employee should include any documentation supporting his or her leave request.

CERTIFICATION OF HEALTH CARE PROVIDER

If the employee requests leave due to a work-related injury or illness or due to the serious health condition of the employee or the employee's spouse, son, daughter, parent or grandparent, the employee must provide a completed certification of a health care provider. The certification must include a description of when, why and for how long the employee requires a leave of

absence and be in the format of the certification form provided by the Town. The certification must be completed by the treating health care provider.

The certification of health care provider must be submitted to Human Resources by the employee at the time of the request for leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. In such circumstances, the employee must submit the certification as soon as practicable

COMPENSATION DURING LEAVE

The Town requires that the employee use his or her eligible unused accrued paid leave time (sick vacation, holiday, personal, comp, admin, birthday) during a personal leave of absence. After the employee exhausts his or her eligible paid leave time, the remainder of the employee's personal leave of absence will be unpaid, unless the employee receives disability benefits under an insurance policy or through the State of Florida.

OUTSIDE EMPLOYMENT DURING LEAVE

An employee on a personal leave of absence may not work at another job during the duration of the leave if such outside employment is inconsistent with the leave of absence approved by the Town. An employee on leave must notify his or her Department Head / Manager and the Human Resources Manager if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to revocation of the employee's leave from the Town and corrective action.

RETURN TO WORK

To return from a leave for his or her own serious health condition, the employee must provide a fitness for duty certification from the treating health care provider on or before the day the employee returns to work. The certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness for duty certification should specify those medical restrictions and the expected duration of the restrictions.

If the employee fails to provide a fitness for duty certification on or before his or her return to work, the Town may delay the employee's restoration to employment until the certification is provided to the Town. If the employee does not produce the certification within the time period specified by the Town, the employee may be terminated from employment.

REINSTATEMENT

When the employee returns from a personal leave of absence within the time approved by the Town, the Town will attempt to restore the employee to the former position or to the same

department and classification in which the employee was working prior to the leave of absence, or to an equivalent position. The Town may not provide reinstatement to an employee who exceeds the amount of leave time initially approved by the Town.

If the employee is released to return to work but is unable to perform the essential functions of his or her position (either with or without a reasonable accommodation), the employee may request an alternative position within his or her physical and vocational capabilities. The Town will evaluate any such request in conjunction with its staffing and departmental needs and in accordance with the Town's ADA policy.

The employee will be deemed to have voluntarily resigned his or her employment if the employee: (1) does not accept the Town's job offer for his or her return to work within the time specified by the Town; or (2) does not return to work on an agreed date at the end of this leave, unless the employee is entitled to take additional time off under applicable law (e.g., FMLA) or is authorized to take additional leave under the Town's other leave policies or in accordance with the Americans with Disabilities Act.

7.11 ADMINISTRATIVE LEAVE

Administrative leave is a leave of absence from work with pay. The Town may place an employee on administrative leave where circumstances warrant as determined by the Town Manager (or the Town Manager's designee). If an employee has been notified of an ongoing investigation, proposed suspension, or possible termination from employment, the employee may be placed on administrative leave between the notice and the effective date of the action. Any employee placed on Administrative Leave may not engage in their job duties or conduct Town business until they are formally granted authorization by the Town Manager or the Town Manager's designee to return to work. Town-issued identification cards, equipment and devices may be held temporarily by their Department Head / Manager (or designee) or the Department of Human Resources for the duration of the administrative leave.

Administrative leave may also be granted to provide time off with pay to exempt employees who have worked in excess of their normal work schedule. Any such leave is discretionary and must be recommended by the Department Head / Manager and approved in accordance with this policy.

All administrative leave must be approved by the Town Manager (or the Town Manager's designee).

7.12 UNPAID ADMINISTRATIVE LEAVE

Unpaid administrative leave is a leave of absence from work without pay. The Town may place an employee on unpaid administrative leave if an employee has been charged with a criminal

offense (on or off the job) that affects the employee's relationship to the job, fellow workers, or the reputation of the Town.

Unpaid Administrative leave may also be utilized for employees found to be physically or mentally unfit for duty.

Employees placed on unpaid administrative leave may use accrued annual leave or compensatory time in lieu of taking unpaid leave.

7.13 COVID (WORKPLACE POLICY / EMERGENCY PAID SICK LEAVE / FMLA LEAVE EXPANSION / TRAVEL LEAVE)

All employees are required to wear a face mask in the office at all times, practice proper hygiene and follow COVID safety protocols (use provided alcohol to wipe workstations, use hand sanitizers, wash hands often, remain socially distanced). Employees are also required to comply with the "COVID Daily Symptom Checklist Log". Employees shall monitor their symptoms daily (before reporting to work) as specified on the Log's instructions . An employee who is feeling the following: cold and flu like symptoms, fever, cough, runny nose or nasal congestion, loss of taste or smell or any other cold like symptoms shall not report to work. If an employee reports to work feeling ill, they may be disciplined up to and including termination. An employee who feels ill should contact their doctor or 911 (depending on severity) and advise the office of Human Resources for further instructions before returning to the workplace. An employee who tests positive for COVID will be required to be away from the office or Town Hall facilities until further instructions from Human Resources. The time off from work due to COVID illness may be deducted from the employees PTO time (sick leave, personal, vacay, etc.). The employee shall be required to re-test for COVID at a facility of the Town's choosing before being allowed to return to work.

An employee who participates in travel by train, plane, cruise or any other type of mass transit, will be required to provide proof of a negative COVID test (by a Town approved facility) before return to the workplace. The employee shall request leave by means of the "Leave Request Form" and specify the type of travel on the form so that Human Resources may assist in coordinating COVID testing for the employee before the return to work.

Certain rights for leave are provided to employees under the Families First Coronavirus Response Act (FFRCA). This COVID leave expansion policy is expected to be in effect from 4/1/2020 – 12/31/2020).

The failure of an employee to comply with any of the above stated COVID policies may result in the employee being disciplined up to and including termination.

BENEFITS FOR ALL FULL-TIME EMPLOYEES

7.14 EMPLOYEE INSURANCE BENEFITS

The Town provides group insurance coverage for all full-time employees and their dependents. The group insurance plan consists of group health coverage, dental, vision, short-term and long-term disability, life and accidental death and dismemberment insurance coverage. Insurance benefit information and the applicable employee premiums may be obtained through the Human Resource Manager.

Coverage amounts for active employees will be as follows:

- The Town will pay 100% of Employee only monthly premium for health HMO and dental HMO coverage. The Town, if providing another PPO option for health & dental, will require 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 will pay 65% of dependent monthly premium coverage for health and dental HMO or PPO.

- The Town pays the full cost of employee only short term, long term, life and accidental death and dismemberment.

- The Town will pay life insurance in the amount that equals the employee's base annual salary.

Employees who are retiring from the Town service may be 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.

LEAVE SHARING PLAN

The Town of Bay Harbor Islands has established a Leave Sharing Plan ("LSP") to provide full-time employees an opportunity to voluntarily donate their accrued time (sick time, vacation, comp, admin personal time) to the LSP for use by employees who are suffering financial hardship due to a catastrophic illness or injury.

DEFINITIONS

Employee-Donor: The employee who donates a portion of his/her paid time of hours through the Leave Sharing Plan.

Employee-Recipient: The employee in need of sick time, subject to availability, who is authorized to receive donated hours from the Leave Sharing Plan.

Catastrophic illness or injury: A severe condition or combination of conditions affecting the mental or physical health of an employee or the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that will cause the employee to have a substantial loss of income because the employee will have exhausted all the leave time earned by the employee.

Employee's immediate family: The employee's spouse, son or daughter, or parent, as those terms are defined in the Town's Family and Medical Leave Act policy (*See* Policy No. 7.1), and any other individual related to the employee by blood, adoption or marriage and who lives in the same household as the employee.

ELIGIBILITY

Each full-time employee is eligible to participate in the Leave Sharing Plan as an Employee-Recipient, as follows:

- The employee has been employed for at least one (1) continuous year;
- The employee or the employee's immediate family member has a catastrophic illness or injury;
- The employee has used, or is expected to use, all of his or her accrued sick and vacation leave or any other type of paid leave time, in the absence of using donated leave, the employee would have at least three workdays of unpaid absences.
- The employee is not eligible for Workers' Compensation leave of absence (*See* Workers Compensation Policy); and
- The employee has not been disciplined for abuse of sick, vacation or other paid leave time for at least 12 months prior to the request.

An employee will be subject to corrective action, up to and including termination from employment, if he or she falsifies information, abuses the LSP, or was otherwise ineligible for the LSP.

GENERAL INFORMATION

An Employee-Donor may donate up to 80 hours of his or her accrued sick time or other paid leave time per year to the Town's LSP bank, provided that the Employee-Donor maintains a balance of

at least 80 hours of sick time or other paid time off for his or her personal use. An Employee-Donor is not permitted to donate sick time or other paid time off to the account of a specific Employee-Recipient. The donated leave will be transferred to an Employee-Recipient in accordance with this policy.

Donations must be made in one (1) hour increments. For every hour donated by the Employee-Donor, the Employee-Recipient will be credited with one (1) hour of sick time (non-sworn personnel) or paid time off (sworn personnel and designated Administrative Employees).

PROCEDURE

To request donated leave from the Town's LSP bank, an employee must fill out a Leave Donation Request Form with details on information regarding the illness, injury or adverse results of the major disaster or emergency to evaluate the employee's eligibility.

The employee's application should be submitted to the Human Resource Manager. The Human Resource Manager will verify the employee's eligibility under this policy and then submit the application to the LSP Committee for consideration.

Employees wishing to donate leave to the Town's LSP bank must submit a Leave Donation Form to the Human Resources Manager indicating the number of hours they are donating. Once donated time has transferred to the Town's LSP bank, the Employee-Donor may not revoke the donation.

Employee-Recipients shall receive no more than 160 hours of sick time and paid time off in total under the LSP for those with an 8-hour workday and no more than 150 hours of sick time and paid time off in total under the LSP for those with a 7.5-hour work day. If the Employee-Recipient returns to work without exhausting all of the donated leave, the residual balance of sick time or paid time off will be returned to the LSP bank.

Benefits for the Employee-Recipient will continue for the duration of the authorized leave. However, there will be no accrual of sick, vacation or other type of paid time off to the Employee-Recipient while receiving donated time under the LSP. Under no circumstances will payment to the Employee-Recipient exceed the normal payment to such employee for his or her normal work schedule.

SELECTION COMMITTEE

The LSP Committee will determine whether an applicant's request will be granted. The LSP Committee will be comprised of one representative each from the Town's Manager's Office, Human Resources Manager and Finance Department.

The LSP Committee will take into consideration the LSP requests based on the number of applications then pending and the amount of sick time and paid time off hours available in the LSP bank. The LSP Committee will consider applications in the order in which they are received by the Human Resource Manager and will approve or deny an application within a reasonable time after a request is made.

The LSP Committee's decisions regarding contributions to and withdrawals from the LSP bank are final. Distribution of the LSP hours to Employee-Recipients shall at all times be contingent upon availability of donated time in the LSP.

7.15 VOLUNTARY EDUCATION REIMBURSEMENT PROGRAM

The Town of Bay Harbor Islands encourages employees to voluntarily pursue training programs, professional conferences, undergraduate and graduate degrees or professional certifications that will improve and enhance their skills, performance, and ability to assume additional responsibilities at the Town. Accordingly, the Town will provide educational reimbursement to eligible employees who are seeking a qualifying undergraduate or graduate degree or professional certification, or who are obtaining job-related training. Reimbursements and other payments made by the Town to an eligible employee under this policy are subject to the current federal taxation requirements.

EMPLOYEE ELIGIBILITY

To be eligible, employees must be employed by the Town on a full-time basis for at least six (6) months of continuous service in an active status (not on a leave of absence) and must be in good standing at the time of course approval and remain in good standing through reimbursement request for said courses. For purposes of this policy, the Town defines "good standing" as an employee who has not received any corrective action or other formal discipline, performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.

The employee must fill out a request for approval of said courses to the Human Resource Department prior to starting courses and must provide final grades and proof of payment for courses to the Human Resource Department once courses are completed and reimbursement is desired.

UNDERGRADUATE AND GRADUATE PROGRAMS

Course Eligibility: Undergraduate and graduate courses must be taken as part of a degree program approved in advance by the Town Manager and must provide an eligible employee with skills, knowledge or competencies applicable to the employee's current position or another position at the Town. The courses must be provided by an accredited university or college.

Grade Requirements: An employee must maintain a "C" average or above to maintain eligibility in the Town's program after completion of the first semester of classes.

Tuition Reimbursement Provisions: An employee is eligible to receive reimbursement up to a maximum amount of $2,500 per fiscal year to pay for tuition. The amount of reimbursement approved by the Town will be based on the employee's grade in each course and funding is subject to annual approved budget line item, as provided in this policy.

Books, parking costs, required laboratory fees and other costs for supplies associated with the courses are eligible for reimbursement in an amount up to $500 (proof of purchase must be shown).

Reimbursement Amount: Upon the employee's completion of an approved course, the reimbursement schedule will be based on grades received by the employee as follows: *100% reimbursement for a grade of "A" or "Pass" (for Pass/Fail course only); 75% reimbursement for a grade of "B", and 50% reimbursement for a grade of "C". The Town will not provide any amount of tuition reimbursement if the employee earns a grade of "D" or "F" or receives a "Fail" or "Incomplete" mark.* **No employee shall be reimbursed for tuition or supplies/fees in excess of two thousand ($2,500) dollars in any fiscal year.**

Employees who voluntarily terminate employment or are discharged from the Town within one (1) year from the end of a course that was reimbursed shall reimburse the Town for the cost of the course.

NOTE: Reimbursement for tuition & supplies, fees etc. will be provided only for any monies paid out of pocket by the employee for tuition & supplies, fees, etc. (proof must be provided, credit card receipt, etc.). Reimbursement will not apply to any tuition or fees, supplies that was paid through grants or scholarships.

CERTIFICATION TESTING & CONFERENCES

Program Eligibility: An eligible employee may obtain reimbursement for testing needed to obtain a certification in a professional discipline applicable to the employee's current position or another position at the Town. The certification must be provided by an accredited university or college, professional association, professional training provider, or other similar institution. The employee's participation in any certification testing must be approved in advance by the Human Resource Manager and Town Manager.

This policy is shall not reimburse books, courses or any other materials or travel needed for the certification testing.

Tuition Reimbursement Provisions & amount: An employee is eligible to receive full reimbursement of up to $750 per fiscal year for certification testing; provided the employee

passes the test and provides proof of the successful score. If test is not passed the employee will not be reimbursed for the expense.

Expenses for conferences, management seminars, professional meetings and other external seminars/training that are applicable to the position the employee holds, should be discussed with the Finance Director and adequately budgeted for in advance. Such conferences, seminars and trainings are reimbursable under the individual department's budget at the Department Head / Managers discretion, with Town Manager approval.

APPROVAL PROCEDURE

Eligible employees must receive prior approval from the Town Manager in writing to participate in the Town's educational reimbursement program. To obtain approval, an eligible employee must submit a completed Education Reimbursement Program Participation form to his or her Department Head / Manager with the following documents attached: the course or program description; an agenda or schedule (with dates and times); and for training or certification programs only, the program cost and a list of the categories and costs of any related expenses.

The Department Head / Manager and the Human Resources Manager will review the employee's form and supporting documentation to determine if the employee meets the criteria for participation in the Town's Educational Reimbursement Program. If the employee is eligible to participate in the program, the Town Manager will evaluate and either grant or deny the employee's request. Notice of the Town Manager's decision shall be provided to the employee in writing.

PROGRAM TERMS

The reimbursement amounts provided to eligible employees by the Town are considered a loan for educational expenses. Accordingly, if the employee is approved to participate in the Town's educational reimbursement program, the employee is required to remain employed with the Town in a full-time capacity for a continuous 12-month period from the date of each reimbursement payment received by the employee or on the date that the employee completes the undergraduate or graduate course or the certification or training program, whichever is later.

If the employee completes the 12-month period of employment, the Town will forgive the loan for that 12-month period. However, if the employee resigns or terminates employment at any time during the 12 month employment period (for any reason other than due to a reduction in force or due to circumstances beyond the employee's control, as determined by the Town Manager), the employee shall be required to refund the Town any money paid under this program The balance of the loan not forgiven under this policy is due in full within seven (7) days of the employee's separation from employment. In appropriate circumstances, the Town and employee may agree to a monthly payment plan for repayment of the balance of the loan.

The Town also may retain and deduct the amount owed under this Policy (in whole or in part) from any monies due to the employee prior to or following his or her termination, subject to the applicable restrictions imposed by the Fair Labor Standards Act.

An eligible employee who receives reimbursement to attend a basic recruit training program for law enforcement officers is required to comply with the employment and repayment terms provided in Florida Statutes section 943.16.

NOTE: An employee who participates in the Town's educational reimbursement program is employed at will and the employee's employment may be terminated by the employee or the Town at any time, with or without cause or prior notice. This policy does not create a contractual relationship between the Town and any employee participating in the Town's educational reimbursement program and does not create a guarantee of employment for a definite period of time or for any purpose.

PAYMENT AND REIMBURSEMENT PROCEDURE

If approved to participate in the Town's educational reimbursement program, within thirty (30) calendar days of completion of the approved course(s), program or training, the employee must provide to his or her Department Head / Manager copies of all receipts for tuition and all eligible costs and fees and one of the following: certified transcript for the course term for any undergraduate and graduate courses, copy of professional certification, or a certificate of completion for a training program or conference. The employee shall also disclose and provide documents showing all financial assistance (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial assistance received by the employee used to pay tuition or other costs.

If the documents produced by the employee are satisfactory, the Department Head / Manager will proceed with reimbursement.

7.16 DESIGNATED HOLIDAYS

All full-time employees shall be paid for the following eleven (11) designated holidays ("Holiday Pay"), ***the Town Manager may at his/her discretion may approve any additional half day off holiday time***:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day

- Thanksgiving Day & the day after Thanksgiving
- Christmas Eve & Christmas Day

When one of the above holidays falls on a Saturday, the Friday immediately preceding that Saturday may be observed as the holiday if Saturday is not a regular workday of the department. If Saturday is a regular workday for the department, then Saturday will be observed as the holiday. When one of the holidays falls on a Sunday, the Monday immediately following that Sunday may be observed as the holiday if Sunday is not a regular workday of the department. If Sunday is a regular workday for the department, Sunday will be observed as the holiday. Exceptions to this rule may be necessary for departments such as the Police Department, that operate 24 hours a day, every day of the year. Other exceptions may be made by the Town Manager.

Temporary (unless already a Town Employee), seasonal or part-time employees are not eligible for Holiday Pay.

Employees must be on active pay status and/or work their regularly scheduled hours on the workdays immediately prior to and following a holiday to qualify for Holiday Pay. If an employee is on authorized leave of absence with pay when a holiday occurs, that holiday shall be paid as "Holiday Pay" and not charged to the employee's vacation or sick time, paid time off or other such leaves. Employees will not receive "holiday pay" if they are on a leave of absence without pay or on an unpaid status.

When a holiday falls on an eligible employee's day off and the employee does not work that day, the employee is credited with one hour of vacation leave for each hour in the employee's normal workday.

Hourly, non-represented employees required to work on a holiday will be paid at two times their regular rate of pay for the hours worked. Additionally, these employees will be credited with vacation leave on an hour for hour basis, not to exceed the number of hours in the employee's normal workday. If a legal holiday falls on an emergency situation, such as a hurricane, then the employee will be paid double time for all hours worked.

Exempt employees eligible for holiday leave, who are scheduled to work on the designated holiday, will be credited vacation leave on an hour for hour basis, not to exceed the number of hours in the employees normal work day.

Employees given holiday work assignments who fail to report for and perform such work for any reason other than verified illness or emergency, shall not receive pay for the un-worked holiday and may be subject to corrective action.

7.17 PERSONAL DAYS

All full-time employees receive two (2) personal days per year given January 1st. New hires if hired July-Dec will receive one (1) personal day for that calendar year. Personal days allow employees to have additional paid leave to cover absences for personal reasons, such as religious observances or parent-teacher conferences, or to supplement vacation, sick and holiday leave.

- Personal Days may only be used to cover full day absences and must be taken in the year in which given. Under no circumstances will these days be rolled over to the next year- "use it or lose it".

- Personal Days must be scheduled and approved in advance by the employee's immediate supervisor.

7.18 BIRTHDAY HOLIDAY

Effective October 1, 2019, all eligible non-represented full-time employees shall be entitled to a holiday on their birthday each year.

There is no waiting period for eligible employees to use the birthday holiday. However, eligible employees must be in pay status for a full day on the assigned workdays immediately before and immediately after the day in which the birthday holiday is observed in order to be paid for the holiday. Any amount of unpaid time will cause the employee to lose the holiday.

Authorized Use:

A. The birthday holiday should be observed on the employee's birthday. If that day is not a normal workday, then it will be observed on the next regular work day following the birthday.

B. If the employee's birthday falls on the same day as a Town holiday and the employee is not required to work, the birthday holiday will be charged, and the Town holiday will be added to vacation leave accrual.

C. In cases where the employee does not want to observe their birthday as a "holiday", that employee will be allowed to use that "birthday holiday" as a "personal" day any other day within the same calendar year.

7.19 VACATION

This policy addresses vacation time for full-time employees. Temporary, seasonal and part-time employees do receive vacation time. *Employees on any type of unpaid leave will be offered an adjusted rate of vacation days (less than the standard amount due annually) as determined by the Town Manager (length of leave, length of employment with Town, performance evaluations) will be considered with adjusting vacation time.*

ALL Full-time employees (hourly and exempt) if hired Jan-June shall receive ***"initial vacation time"***. 6 days of vacation time for use by December 31st of that calendar year; if hired from July-October shall receive 3 vacation days for use by December 31st of that calendar year; if hired in November or December shall not receive ANY vacation time for that calendar year. These "initial" vacation days DO NOT qualify for payout should employee resign or be terminated during this time frame.

VACATION TIME FOR NON-REPRESENTED FULL TIME EMPLOYEES	
Effective January 1st following date hired until 6 years of employment	**15 days per calendar year (105 hours a year for 35-hour employees / 120 hours a year for 40-hour employees)**
Effective January 1st – if greater than 6 years of employment *(example: 6 years and one-week years of service on Jan 1, then you get 20 days)*	**21 days per calendar year (147 hours a year for 35-hour employees / 168 hours a year for 40-hour employees)**
Effective January 1st - if greater than 12 years of employment *(example: 12 and one-week years of service on Jan 1, then you get 24 days)*	**24 days per calendar year (168 hours a year for 35-hour employees / 192 hours a year for 40-hour employees)**

- **Employee will only be allowed to use 10 consecutive days of vacation time in a two-month time span, unless exception is made by Town Manager. (example:10 consecutive days in summer time & 10 consecutive days in winter holiday time). Holidays falling in between your requested vacation time will not be counted towards your consecutive day max.**

- **Employee will be allowed to roll over a maximum of 8 days of vacation time each year (rollover requested from Dec 1-15) provided that the rollover amount together with the new vacation days that will be received on Jan 1 does not place the employee in a position where they have over 30**

days (210 hours for 35 hour employees / 240 hours for 40 hour employees) of total of vacation time on January 1. Rollover requests must be submitted to the HR Department.

- **Employee will be allowed to cash out up to 5 days of unused vacation time each fiscal year -35 hours for the 7 hour day (35 hr a week) employee and 40 hours for the 8 hour day (40 hr a week) employee.**
- **If terminated for cause the employee will not be paid out for any unused vacation time.**
- **If resigning January - June of calendar year the employee will be paid out for fifty percent (50%) of all unused vacation time at the employee's regular rate of pay at the resignation date. If resigning from July 1- December 31, the employee will be paid for seventy-five (75%) of all unused vacation time at the employee's regular rate of pay at the resignation date.**
- **If retiring or laid off from employment with the Town of Bay Harbor – the employee will be paid out for one hundred percent (100%) of all unused banked vacation time at the employee's regular rate of pay of retirement date EXCEPT that the vacation time issued for the calendar year date of retirement will be paid at 50% of the time due for that calendar year.**
- **Vacation requests for the following calendar year shall be submitted to your Department Director / Manager during the month of December of the previous calendar year. Any open not requested days throughout the calendar year shall be approved if operationally feasible on a first come first serve basis. However, Seniority & operational necessity will be considered when approving vacation time requests for the same dates. Directors/ Manager are required to provide HR with copies of approved requests.**

7.20 SICK TIME

This policy addresses sick time for full-time employees. Temporary, seasonal and part-time employees do receive sick time. *Employees on any type of unpaid leave will be offered an adjusted rate of sick days (less than the standard amount due annually) as determined by the Town Manager (length of leave, length of employment with Town, performance evaluations) will be considered with adjusting vacation time.*

*ALL Full-time employees (hourly and exempt) shall receive **"initial sick time"**. One day of sick time will be issued each month. If hired before the 15th of the month, sick day will be issued for that month. If hired after the 15th of the month no sick time issued for that month. These "initial" sick days DO NOT qualify for payout should employee resign or be terminated during this time frame.*

SICK TIME FOR NON-REPRESENTED FULL TIME EMPLOYEES	
Effective January 1st following date hired	**12 days per calendar year (84 hours a year for 35-hour employees / 96 hours a year for 40-hour employees)**
	- **If terminated for cause, the employee will not be paid out for any unused sick time.** - **Employee will be allowed to cash out up to 3 days of unused sick time each fiscal year -21 hours for 35 hour workweek employees & 24 hours for 40 hour workweek employees.** - **If resigning, retiring or laid off from employment, the employee will be paid 50% of their total sick leave balance up to a maximum of 90 days. (payout not used in pension calculation)**

REASONS FOR USE OF SICK TIME

A full-time employee may be approved or required to use sick time for absences from work for the following reasons:

- the employee's inability to work due to the employee's own illness, injury or other condition
- the employee's personal health care provider appointments
- the illness, injury or health care provider appointments of the employee's spouse, child, parent, or other dependent household member

An employee may be required to use accrued vacation or personal time when he or she is absent from work for the above-listed reasons and has exhausted all of his or her accrued sick time. However, sick time shall not be used as vacation under any circumstances.

Sick time shall not be used for less than half hour (1/2) increments. Department Directors/Managers are responsible for enforcement of this policy.

EMPLOYEE REQUEST TO USE SICK TIME

Sick time shall not be used unless authorized by the employee's Department Head / Manager. Approval of sick time requests is at the discretion of the Department Head / Manager, except as otherwise provided in this policy or the Town's other leave policies.

It is the employee's responsibility to notify his or her immediate supervisor of any absences as far in advance as possible of the absence, but no later than one (1) hour prior to the employee's scheduled start or end time, except in a case of an emergency. If the employee fails to provide timely notification of his/her absence, without good cause, the employee will not be permitted to use sick time for that absence and the absence will be unpaid. (For exempt employees, the absence will be unpaid if it is longer than one or more full days)

Employees are required to call in every day to report absences under this policy, unless the employee is on an authorized time of absence under the Town's FMLA or other leave policies.

Sick Leave incidents do not include Sick Leave being used in connection with a family member. Additionally, an employee's constant use and abuse of sick time may negatively affect their employment status and performance evaluation.

RETURN TO WORK

When an employee is absent from work for three (3) or more consecutive days, the employee may be required (upon request by his or her Department Head / Manager or Human Resources) to submit a written certification signed by a health care provider to substantiate the reason for absence. An employee may be required to submit a written certification from a health care provider substantiating the reason for absences of less than three days as determined by Human Resources or the Department Head / Manager / Manager.

OUTSIDE EMPLOYMENT WHILE USING SICK TIME

An employee using sick time for an absence from work may not work at another job during the duration of the absence when such outside employment is inconsistent with the reason for the employee's use of sick time. An employee must notify his or her Department Head / Manager and the Human Resource Manager if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to corrective action.

7.21 LONGEVITY PAY

Upon completion of every five years of continuous employment with the Town, –employees will receive a 5% bonus of his or her current earnings for the year immediately preceding the anniversary of employment. This is a lump sum amount not added to the employee's base rate of pay. Full time employees are eligible for longevity pay as long as they have been continuously employed (leaves of absence (FMLA etc.) do not count negatively against employee) with the Town. If you resign and then return to work with the Town a few years later, the years prior of work with the Town will not count towards years of longevity computation. Longevity pay is not pensionable.

7.22 RETIREMENT PENSION

The Town has its only Retirement Pension program. The Retirement board regulates this program. After one year of Full-time employment with the Town, general employees are required to contribute at least 2% of their salary to the Town's Retirement Plan. They may contribute a max of 10% of the annual salary. Please see Retirement Summary for detailed information.

SECTION 8: CLASSIFICATION, COMPENSATION AND PERFORMANCE MANAGEMENT

8.1 EMPLOYEE PERFORMANCE EVALUATIONS AND PROGRESSIVE PAY SYSTEM POLICY

The Town of Bay Harbor Islands has established a progressive pay system to motivate and reward employees according to their job performance and the contributions they make towards the accomplishment of Town goals and objectives. The purpose of the system is to also promote continuous improvement and quality performance through teamwork, assist in career development and advancement, identify individual training needs and to determine suitability for assignments, effectiveness in the assigned position and the ability for acquiring more responsibility. All employees should continually work together towards the mission, goals, and objectives of the Town.

Performance evaluations shall be a part of the procedure to determine various personnel actions, including, but not limited to, the following: salary increase or decreases, promotions, demotions, transfers, awards, separations or other personnel status changes.

The immediate supervisor shall complete a performance evaluation form. The supervisor shall meet with the employee to review and discuss the evaluation and shall provide the employee the opportunity to comment and ask questions. At the conclusion of the meeting, the employee shall be given the opportunity to write any comments in the space provided and to sign the form. The employee's signature signifies that the evaluation has been discussed and does not indicate that the employee agrees with the evaluation. The employee has the right to request an HR review of the rating. The rating may or may not be amended by the HR Manager if deemed necessary and just by the HR Manager or the HR Manager may leave the rating as is and if the rating score entitles the employee to a 0% or 2.5% merit, the employee will automatically receive a re-review at the 6-month mark from the date of the evaluation.

ELIGIBILITY

All employees are eligible for progressive pay based on their performance, as measured on the performance evaluations. All regular employees shall be evaluated at end of the year probationary period and annually thereafter on the employee's full-time date of hire anniversary. If an employee had more than one supervisor during a rating period, all concerned supervisors shall contribute to the evaluation. Progressive pay increases are not automatic and are based upon an employee's performance evaluations.

The availability of progressive pay increases is determined on an annual basis. If the Town Council does not approve funds for progressive pay increases as part of the annual budget, employees are not entitled to, and will not receive, a progressive pay increase for that year.

PROCEDURE

1. Employees will meet with their immediate supervisor at least once a year to develop objectives and performance standards using criteria specific to the employee's position. Objectives must relate directly to the goals of the employee's assigned department which are aligned to the Town's strategic priorities.

2. Annual employee performance evaluations are conducted at each employee's anniversary date. The anniversary date is the employee's original full time hire date or the date of the employee's reclassification, such as due to a promotion or change in position.

3. Immediate supervisors have the primary responsibility for conducting employee evaluations. Employees who performed their duties under more than one supervisor during the rating period should be evaluated by the supervisor for whom the employee worked during the majority of the rating period. The supervisor preparing the evaluation should consult any other supervisor for whom the employee worked during the rating period in order to determine the most appropriate rating for one or all categories outlined in the performance evaluation. Each supervisor should sign the evaluation form.

PERFORMANCE RATINGS

The performance evaluation will rate each employee's performance of the duties of his/her position and the objectives and performance standards developed by the employee and supervisor, as well as competency in defined categories set in the performance evaluation. The ratings of the Performance Evaluation result in a numeric total score that determines the amount of merit which will be received. The max increase allowed is a 5% Merit increase. Those scores that result in a 0% or 2% Merit increase will automatically entitle the employee to a re-review of their performance 6 months from the date of the evaluation.

8.2 PERSONNEL FILES

Individual employee personnel files shall be maintained by the Human Resource Manager in accordance with the Florida Public Records Statutes. Employees have the right to examine their personnel file in the Human Resource Department upon request and with reasonable notice. Employees have a right to inspect their personnel records during the hours of 9:00 AM and 5:00 PM Monday through Friday. This inspection must be done when the employee is off duty and at their expense, the employee may request copies of their records.

Except for routine administrative material, no paperwork will be inserted in an employee's personnel file without a copy being provided to the employee or placed in the employee's departmental mailbox. Removed documents shall be retained by the Town in a separate file and may be used for any administration or lawful purpose. The Human Resources Manager or designee shall be present during the examination.

As a courtesy, employees will be notified when the Town receives a public records request to review his or her personnel file.

8.3 IN-SERVICE TRAINING

It will be the responsibility of the Human Resources Manager under the direction of the Town Manager to foster and promote in-service training of employees. The Human Resources Manager shall develop training programs, award certificates or other forms of recognition, assist Department Head / Managers in developing programs to meet their particular needs and develop supervisory and management training programs for all departments.

8.4 RECLASSIFICATION

If a Department Head / Manager has facts which indicate that a position or positions are improperly classified, the Department Head / Manager may request the Human Resources Manager to review the classification of the position. Such requests shall be in writing. The Human Resources Manager shall conduct an analysis of the essential functions of the position and submit a written recommendation to the Town Manager which may amend the position if he/she deems necessary and just.

COMPENSATION PLAN ADMINISTRATION

Each employee shall be paid at the rates set forth in the pay plan for the classification in which he or she serves (attached).

8.5 COST OF LIVING ADJUSTMENT

Based on the availability of funds, employees may receive a salary increase effective October 1, based on a cost-of-living adjustment ("COLA"). The COLA takes into consideration changes to the Consumer Price Index, if approved by the Town Council, and the cost-of-living data and trends are a guide in making pay level adjustments.

8.6 PROMOTION

Employees promoted to a classification with a salary range higher than that of the previous classification shall be increased to the minimum in the new position's pay or salary range. If the employee's current rate of pay falls within the pay range of the classification being assumed, his or her pay rate shall be increased five percent (5%) so long as the resultant rate is still within the established range for the new position. A promotion shall establish a new anniversary date for the purpose of future performance evaluations and pay or salary reviews. Employees are eligible for a promotional opportunity after one (1) year employed in his or her current position and is in good standing with the Town. The Town defines "good standing" as an employee who has not received any corrective action or other formal discipline, a performance improvement plan or

unsatisfactory performance evaluation within the previous 12-month period. The one (1) year period may be waived at the discretion of the Town Manager should the employee be selected for a position in an Acting capacity.

8.7 TRANSFER POLICY

A transfer is a change in position to one that is in the same pay or salary range. When an employee applies to a posting for a vacant position that does not involve a promotion, the situation will be reviewed by the Department Head / Manager involved to determine whether such a transfer would be to both the employee's and the Town's best interest. The transfer shall not change an employee's rate of pay.

An employee is eligible for a transfer if he or she has been employed in his or her current position for at least one (1) year and is in good standing. The Town defines "good standing" as an employee who has not received any corrective action or other formal discipline, a performance improvement plan or unsatisfactory performance evaluation within the previous 12-month period.

8.8 DEMOTION

Upon demotion, if the employee's rate of pay in the previous class was more than the maximum rate established for the new class or position, the rate of pay shall be reduced to the maximum rate or to such intermediate step in the new pay range as may be determined by the Department Head / Manager and subject to the approval of the Town Manager. The action of demotion shall establish a new anniversary date for purpose of future salary consideration.

8.9 TEMPORARY SERVICE OUT OF RANK (TSOR)

A full-time employee who has been continuously assigned on a temporary basis to another classification for more than five (5) consecutive working days, will be temporarily transferred to that classification and may, as outlined below, have his or her pay temporarily adjusted for each continuing work day beyond the initial five (5) day period during which the temporary assignment continues as follows:

1. An employee temporarily transferred to a position classified at a higher pay grade will have their salary increased by five percent (5%) up to the maximum of the pay grade of the classification to which they are being temporarily transferred.
2. An employee temporarily transferred to a position classified at the same or lower pay grade will not have his or her pay rate adjusted because of the temporary transfer.

The duration of any temporary transfer will be of the minimum length necessary to meet the needs of the Town but shall not exceed six (6) consecutive calendar months for any one such transfer. Each such period of temporary transfer will be treated as a new event and be subject to the above guidelines.

8.10 ACTING DEPARTMENT HEAD / MANAGER

In the event of a vacancy or a leave of a Department Head / Manager position, the Town Manager may appoint an existing full-time employee to be the Acting Department Head / Manager for a maximum of two (2) six-month periods. Any employee appointed to an acting position for any designated period of time for more than five (5) consecutive working days, may receive a temporary salary increase of fifteen percent (15%) above his or her current salary for the days serving in an acting capacity.

8.11 DIRECTOR / MANAGEMENT VEHICLE ALLOWANCE

If budget allows for in each fiscal year, Director / Management Full Time employees may be granted a vehicle allowance of $250 a month. The amount of vehicle allowance received per month for each fiscal year may be adjusted upward (not to exceed $400 a month) by the Town manager if budget permits. Those employees that receive a take home vehicle will not receive a Vehicle Allowance. This is not a guaranteed benefit for Directors / Managers.

8.12 MILLEAGE REIMBURSEMENT

If an employee is not provided with a Town Vehicle or Management Vehicle Allowance and the employee is directed by their Department Head / Manager or designee to use their private vehicle for Town business (other than the employee's regular commute to and from work), it is the employee's responsibility to submit a mileage reimbursement form for each occurrence as soon as possible thereafter. The employee will be compensated at the rate established per mile by the I.R.S.

8.13 PER DIEM REIMBURSEMENT

Employees / Public Officers traveling for business purposes will be reimbursed as per the guidelines set forth below. Reimbursement shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency. The number of trips allowed is limited to appropriated funds. As part of the annual budget process each Department Director / Manager shall request funding for travel related to themselves and for any employees in their department to the Town Manager. Travel outside that approved through the annual budget process shall be approved on a case by case basis per the Town Manager if funding is available.

A ***Travel Authorization form*** must be completed and approved prior to the trip (with appropriate approvals) certain exceptions apply (see below).

1. A Travel Authorization form is **NOT** required for:

a. A Meeting of one day or less in which only, registration fees, parking fees, mileage reimbursements and/or other transportation charges are incurred. When claiming a "Travel Authorization form" exemption under this section, an expense report must be included.
b. Travel that does not require the expenditure of funds.
c. Webinars

Types of Travel & Reimbursement:
Reimbursement for travel will be in the amount of $80 per day for Class A / B travel & $20 Breakfast, $20 Lunch & $20 Dinner for Class C travel. Per diem expenses allowed are for food (no alcohol). Request for reimbursement must be submitted to the Chief Financial Officer as soon as possible or within 3 working days after return from travel. No receipts need to be provided for per diem.

Class A travel–Continuous travel of 24 hours (4 quarters of 6 hours each) or more away from official headquarters.
Class B travel–Continuous travel of less than 24 hours (4 quarters of 6 hours each) which involves overnight absence from official headquarters.
Class C travel–Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

Other Expenses:

Travel through commercial airline must be reasonably priced at the lowest airfare reasonably possible. Cancellations to airfare shall be reimbursed to the employee only for serious personal or work-related problems. Documentation must be in writing and proof of payment required.

Personal Vehicles used for travel outside of the tri-county area (even if car allowance is received) will be reimbursed for additional travel mileage expenses as allowed by the IRS; furthermore, gas expenses may be reimbursed, and proof of payment or extra mileage amount is required.

If using a town vehicle to travel for work purposes outside the tri-county area, gas expenses will be the only reimbursable expense. Rental cars are allowed in lieu of the use of personal cars only when the rental option is less expensive when compared to other types of transportation. Proof of rental payment is required.

Miscellaneous Expenses:

Miscellaneous expenses, including checked baggage, airport parking, taxi fares, hotel parking, sundries etc., may be claimed if circumstances indicate they are necessary for the traveler and approved by the employee's department director. An expense report must be included with reimbursement request & receipts must be provided.

1) The following expenses will be reimbursed (receipts need to be provided):

   a. Laundry fees after seven (7) consecutive nights
   b. Internet connection fees incurred to conduct Town business
   c. Hotel parking including valet if it is the only means to park a Town authorized rental or personal vehicle
   d. Up to one checked bag per travel when traveling one (1) to seven (7) days. For those traveling eight (8) or more days, two (2) checked bags may be allowed after Department Director/ Manager approval
   e. For travelers carrying work related materials, including overweight bags, the cost for those checked bags will be reimbursed; however, the need must be specified on the Travel Authorization form and checked bags receipts must be submitted with the reimbursement requests
   f. Meals offered by some airlines that requires payment.
   g. Bridge, road, tunnel, tolls and other fees. Original receipts are required.
   h. Fax, and telephone – for Town business
   i. Gratuities will be allowed but are not to exceed 15% for meals and taxis. Original receipts are required

2) The following expenses will **NOT** be reimbursed:

   j. Alcoholic beverages
   k. Personal phone calls
   l. Parking, moving and/or traffic violations
   m. Movie rentals
   n. Florida Sales tax when it is the result of the traveler's failing to provide a Florida Sales tax exemption certificate
   o. Unauthorized claims – those incurred without prior approval and/or documentation
   p. Airline add-on fees (e.g. extra legroom fees, priority boarding fees, etc.). Exceptions are allowed with the Department Director / Manager's approval

SECTION 9: LEAVING THE TOWN

9.1 RESIGNATIONS

If an employee decides to voluntarily resign, he or she is requested to provide the Town with at least two weeks prior written notice to his/her Department Head / Manager or Human Resources. If circumstances warrant, the Town may elect to shorten employee's notice period.

9.2 LAY OFF

Any employee may be laid off from employment with the Town due to reasons which include, but are not limited to, shortage of work or funds, the elimination of a position or organizational changes. If a layoff is expected, the Town will attempt to communicate information about an impending layoff as soon as possible. If an employee is laid off from employment, the employee will receive separation pay equal to two weeks' pay/salary. Payout for any other unused time will be consistent with Town policy.

9.3 TERMINATION FROM EMPLOYMENT

If a supervisor, Department Head / Manager recommends an employee for termination from employment, the employee can request to meet with the Town Manager prior to the final decision being made concerning the employee's employment. An employee may be suspended or placed on administrative leave pending the Town Manager's review of the termination recommendation. The Town Manager makes the final decision regarding employee terminations from employment.

9.4 EXIT INTERVIEWS

The purpose of the exit interview is to provide management with information that will help identify potential risks and help keep the Town of Bay Harbor Islands a pleasant and efficient place to work. Each employee who resigns from the Town shall be asked to complete an exit interview with the Human Resource Manager at or before the time he or she receives the final paycheck and returns all Town property, including identification and keys.

9.5 RETURN OF TOWN'S PROPERTY

Employees separating from the Town for any reason shall, prior to separation, return all Town-owned property and equipment in his or her possession. The cost of replacing or repairing any items lost or damaged while in the possession of the employee shall be deducted from any pay and benefits held by the Town, as permitted by applicable law.

EMPLOYEE RESOURCES

Frequently used services for employees and their families

Equal Employment Opportunity Commission
www.eeoc.gov
1-800-669-4000

Office of Personnel Management
www.opm.gov
202-606-1800

Social Security Administration
www.ssa.gov
1-800-772-1213

Government Benefits: Healthcare, Housing, Financial Assistance, and Social Security
www.benefits.gov
1-800-333-4636

Miami-Dade County Community Action and Human Services
www.miamidade.gov
311 or 305-468-5900

The United States Department of Justice
www.justice.gov
202-353-1555

Miami-Dade County Commission on Ethics
www.ethics.miamidade.gov
305-579-2594

SECTION 10: ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current Town of Bay Harbor Islands Policies & Procedures Manual. I have read and understand the material covered. I have had the opportunity to ask questions about the policies in this Manual, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Town Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the Handbook. I understand that The Town of Bay Harbor Islands reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the Handbook nor its contents are an express or implied contract regarding my employment.

I further understand that, unless as set forth by collective bargaining agreement addressing terms and conditions of Town Employment, all employees of the Town, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the Town at any time, with or without cause, and with or without notice. I have also been informed and understand that, other than as negotiated by the Town Manager and as approved by the Town Council, no officer, agent, representative, or employee of the Town has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the Town of Bay Harbor shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

_____ _____

Signature Date

_____

Employee Name: Printed

_____ _____

Town of Bay Harbor Islands Human Resources Signature Date

_____

Town of Bay Harbor Islands Human Resources Printed Name

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 2.

ITEM: Consideration and **Approval** of new appointment and re-appointment to the Design Review Board for the Term 2021-2023. Enclosed is a list of Board Members who are seeking re-appointment and one (1) new request for appointment.

DESCRIPTION:

The Office of the Town Clerk advertised the Design Review Board vacancies and re-appointments in the Town's Newsletter.

The following three (3) Board Members are seeking re-appointment:

* Jerome Gavcovich
* Wesley Kean
* Oscar Sklar

Matt Barnard has expressed interest in becoming a new member of the Board.

The following members currently serve on the Board for the 2020-2022 Term.

* Chair Steven Hurwitz
* Janet Adler
* Alan Bebchik

Sec. 5-23.01 of the Town Code - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.
(a) Members. The town council will resign as members of the planning and zoning board. Therefore, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).

(b) Staggered board. The planning and zoning board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the planning and zoning board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms as set forth in subsection (a), above.

(c) Appointment to the planning and zoning board. Each town council member shall submit one

or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.

Enclosed are the requests for re-appointments from the three (3) Board Members and a new request for appointment from Mr. Barnard.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk

ATTACHMENTS

1.	10.13.2020_PZB Appointments Item

Sec. 5-23.01. - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

(a) *Members.* The town council will resign as members of the planning and zoning board. Thereafter, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).

(b) *Staggered board.* The planning and zoning board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the planning and zoning board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms as set forth in subsection (a), above.

(c) *Appointment to the planning and zoning board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.

(d) *Vacancies.* Should a planning and zoning board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the Planning and Zoning Board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).

(e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any planning and zoning board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled planning and zoning board meetings or misses five meetings in any 12-month period may be removed from the planning and zoning board.

(f) *Meetings.* The regularly scheduled planning and zoning board meeting shall occur in the evening on the first Tuesday and third Tuesday of every month or as needed.

(g) *Officers.* One member shall be elected by the planning and zoning board as chairperson. One member shall be elected by the planning and zoning board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the planning and zoning board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all planning and zoning meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the planning and zoning board to the town council. The town shall provide a secretary for the planning and zoning board and the town clerk shall be the custodian of all records, books, and journals of the planning and zoning board.

(h) *Quorum.* Four present members shall constitute a quorum.

(i) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the planning and zoning board in performance of its duties.

(Ord. No. 840, § 1, 7-14-08; Ord. No. 1022, § 1(Exh. A), 8-13-18)

Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.

(a) The planning and zoning board shall examine, approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:

(1) The plan for the proposed structure or project is in conformity with good taste, good design and in general, contributes to the image of the town as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

(2) The proposed structure or project is not, in its exterior design and appearance, of inferior qualities such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed structure is in conformity with standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

(4) The proposed structure or project is in harmony with other actual and proposed developments in the general area, considering the following additional criteria:

a. Site layout, orientation, location of structures and relationship to one another and to open spaces in topography.

b. Harmonious relationship with existing and proposed adjoining developments, avoiding both excessive repetition, but allowing similarity of style, if warranted.

c. Maximum height, area, setbacks and overall masks as well as parts of any structure (buildings, walls, screens, towers or signs) and effective concealment of all mechanical equipment.

d. Building design, materials, and colors to be sympathetic with surroundings.

e. Harmony of materials, colors, and composition of low sides of a structure which are visible simultaneously.

f. Consistency of composition and treatment.

g. Location and type of planting with due regard for climatic conditions, preservation of specimen and landmark plantings upon a site, and proper irrigation to insure maintenance of all plant materials.

h. Design and appropriateness of signs, as well as interior and exterior lighting.

i. Graphics, as understood in architectural design.

(b) If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the planning and zoning board shall detail in its findings the criterion or criteria that are not met. The action taken by the board shall be reduced to writing, signed by the chairman, and a copy thereof made available to the applicant upon request. Any action taken by the planning and zoning board may be appealed to the town council, whose decision on appeal shall be final.

(c) Subsequent to planning and zoning board approval, if the proposed structure or project is not constructed in accordance with the plan proposed and approved by the planning and zoning board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed $250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be revoked and no further occupancy shall be permitted until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board. Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in the amount of $250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board.

(Ord. No. 363, §§ 1, 2, 2-11-80; Ord. No. 687, § 1, 8-13-01; Ord. No. 767, 4-11-05)

TOWN OF BAY HARBOR ISLADS

PLANNING & ZONING BOARD

REQUEST FOR RE-APPOINTMENT

Jerome Gavcovich

Name of the Board Member

■ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

□ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

Signature

JEROME N. GAVCOVICH, R.A.
1251 97 Street, Bay Harbor Islands, Florida 33154 Telephone: (305) 318-0670

PROFESSIONAL LICENSES

Architect, State of Florida, 1998

EDUCATION

UNIVERSITY OF MIAMI
SCHOOL OF BUSINESS ADMINISTRATION, Coral Gables, Florida
MASTER OF BUSINESS ADMINISTRATION, December 1989

UNIVERSITY OF MIAMI
SCHOOL OF ARCHITECTURE, Coral Gables, Florida
BACHELOR OF ARCHITECTURE, May 1988

EMPLOYMENT EXPERIENCE

1/2003 – present

ARCHITECT / PRINCIPAL
JEROME GAVCOVICH, ARCHITECT, Bay Harbor Islands, Florida

- Provide full scope of architectural services for multiple projects and project types, including hi-rise commercial, hi-rise multifamily residential, low-rise multi-family residential, single family residential, office tenant buildout, and residential tenant buildout
- Architectural Consultant to the Firm of Kobi Karp Architecture & Interior Design for multiple projects and project types

6/1991 – 6/2004

PROJECT ARCHITECT / PROJECTS COORDINATOR
RAUL A. SUAREZ-DEL CAMPO, ARCHITECT, Miami, Florida
RSC MANAGEMENT, INC., Miami, Florida

- Coordinate and manage all levels of architectural and construction management projects, including institutional, commercial, and residential
- Coordination of Interior Design and space planning efforts related to several of the architectural projects.
- Performed field inspections and prepared reports of residential properties for Bank for construction loan requisitions and loan approval.
- Aided in development of and implemented an approved disaster relief program/model for several national Church based organizations and federal and local agencies, for Hurricane Andrew in 1992, Great Flood of the Midwest in 1993, Northridge Earthquake in Los Angles of 1994, Central Pennsylvania Floods of 1995, and Upper Midwest Floods (Red River) of 1997.

8/1992 – 11/1997

FINANCE MANAGER
NATIONAL FIRST FINANCIAL CORP., Miami Beach, Florida

- Managed accounts and prepared reports of accounts for accounts receivable financing firm.

2/1990 – 5/1991

ARCHITECT IN TRAINING
SMITH & SMITH DESIGN CORP., North Miami, Florida
- Coordinate all aspects of residential architectural projects. Prepare complete sets of working drawings, including architectural, structural, and electrical plans.

5/1986 – 8/1988
5/1985 – 8/1985

JUNIOR DRAFTSMAN
ROBERT BLEEMER AND ASSOCIATES, INTERIOR DESIGNERS AND PLANNERS, Miami, Florida
- Coordinated projects through completion, including client and supplier relations, design development, working drawings, field inspections, and research.

3/1988 – 6/1988

DRAFTSMAN
TOMAS L. LOPEZ-GOTTARDI, ARCHITECT, Coral Gables, Florida
- Assisted in the preparation of working drawings and obtained building permits for the Ziff Residence in Miami, Florida

PROFESSIONAL ASSOCIATIONS / VOLUNTEER ACTIVITIES

10/2008 – present

MEMBER OF PLANNING & ZONING BOARD
BAY HARBOR ISLANDS, FLORIDA

6/2007 – 9/2008

MEMBER OF DESIGN REVIEW COMMITTEE
BAY HARBOR ISLANDS, FLORIDA

TOWN OF BAY HARBOR ISLADS

PLANNING & ZONING BOARD

REQUEST FOR RE-APPOINTMENT

WESLEY KEAN

Name of the Board Member

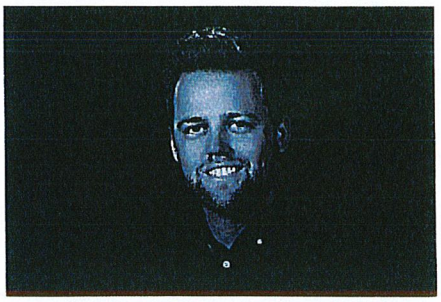
☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

8.16.21

Signature

KoDA



Wesley Kean (*Principal*) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University

KoDA

Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: $6.500.000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: $1.200.000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.

KoDA

Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

KoDA

Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: $15.600.000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes (*with KZ Architecture*)

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: $7.500.000

KoDA

Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina (*with STA Architectural Group*)

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: $50.000.000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House (*with Shulman + Associates*)

Miami Beach, Florida 2011

Construction Cost: $28.000.000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels (*with Shulman + Associates*)

Miami Beach, Florida 2011

Construction Cost: $19.000.000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel (*with Shulman + Associates*)

Miami Beach, Florida 2011

Construction Cost: $1.500.000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.

KoDA

The Avalon Hotel (*with Shulman + Associates*)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (*with Shulman + Associates*)

Miami Beach, Florida 2010

Construction Cost: $15.600.000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant *H&M.*

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010
Project Team: Wesley Kean

"Dawntown" Seaplane Terminal Competition, Miami FL, 2011
Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_dawntown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012
Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powersschram.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016

TOWN OF BAY HARBOR ISLADS

PLANNING & ZONING BOARD

REQUEST FOR RE-APPOINTMENT

Oscar Sklar
Name of the Board Member

☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

Oscar Sklar

Signature

Oscar Sklar, AIA
Architect, General Contractor, Real Estate Developer

Education:	**Pratt University** **Brooklyn, NY** **Bachelor of Architecture**	
Registration:	**Florida, New York, Washington, D.C.** **N.C.A.R.B.**	
Professional Experience:	**Sklarchitecture**	**2001 to Present**
	Gambach - Sklar Architects	**1990 - 2000**
	Sklar Arkitekts, Inc.	**1972 - 1990**
	William Dorsky & Associates	**1970 - 1972**
	Isaac Sklar & Associates	**1969 - 1970**
	Philip R. Braden & Associates	**1967 - 1969**
	Morris Lapidus & Associates	**1965 - 1967**
Schools:	**A-1 Ethel Koger Beckham Elementary School** **Kendale Lakes Elementary School Renovations** **Royal Green Elementary School Renovations** **South Dade Senior High School Renovations** **Lehrman Day School Early Childhood Elementary School** **Hebrew Academy Campus**	
Religious Institutions:	**Cuban Hebrew Congregation of Miami**	
Community Service:	**Member – Design & Review Committee –Bay Harbor, Fl.** **Vice President, Bay Harbor Development Association** **Board of Directors-Pasternak Montessori School- Miami Beach, Fl.** **Member of the Boar of Directors, Downtown Miami Partnership** **Member, Planning Board, Surfside, Florida** **Board of Directors, Cuban Hebrew Congregation of Miami** **Board of Education, Temple Emanu-El** **Member, Board of Realtors, Miami Beach, Florida** **Member, Convention Center Advisory Board, Miami Beach, Fl.** **Member, American Institute of Architects, Government Affairs** **Member, Greater Miami & The Beaches Hotel Association**	
Residential:	**Several Privates Residences**	

Furniture Showrooms: Casa Bella Showroom, Miami, Florida
Casa Bella Showroom, New York, New York

Single Family Residences: Over 100 Builder Spec Homes
Several Private Custom Homes, Bay Harbor, Bal Harbour, Surfside, Keystone Point and South Beach, Florida.

Apartment Buildings And Condominiums:
The Terraces, Miami Beach, Florida
Surfside Palms Condominium, Surfside, Florida
Ocean 91 Condominium, Surfside, Florida
Marbella Condominium, Surfside, Florida
Bella Venetia Towers, Miami Beach, Florida
Byron Bay Condominium, Miami Beach, Florida
Byron Park Condominium, Miami Beach, Florida
Abbott Gardens Condominium, Miami Beach, Florida
Bay Harbor 101 Apartments, Bay Harbor, Florida
Champlain Tower East Condominium, Surfside, Florida
Harding Court Condominium, Miami Beach, Florida
Byron 76 Condominium, Miami Beach, Florida
Ocean 73rd Lofts, Miami Beach, Florida

Townhouses:
Lagomar Townhouses, Dade County, Florida
Hollywood Townhouses, Hollywood, Florida
Kotler Townhouses, Bay Harbor, Florida
ECCO- Bay Harbor Islands, Florida

Banks:

Capital Bank (Now Regions Bank)
Downtown Miami, Florida
Corporate Headquarters Interiors
Fort Lauderdale, Florida
Main Branch, North Bay Village, Florida
Executive Office, North Bay Village, Fl.
41st Street Branch, Miami Beach, Florida
Kendall, Florida
Oakland Park, Florida
Adams Morgan Branch, Washington, D.C.

Union Federal Bank (Now Miami Savings Bank)
Downtown Miami, Main Offices
Executive Offices, Miami, Florida
S.W. 8th Street, Miami, Florida
Washington Avenue, Miami Beach, Fl.

Executive Offices:	**Savitt Consultants, Bay Harbor, Florida** **Dr. Rauch, Perodontics Offices, Bay Harbor, Florida** **Dr. Velasco, Dermatologist Offices, Bay Harbor, Florida** **Dr. Scheib, Dermatologist Offices, Bay Harbor, Florida** **Dr. Eisner & Baumel, Neurologist Offices, Bay Harbor Fl.**
Office Buildings:	**Lincoln Center Mall, Miami Beach, Florida** **Harbor Plaza, Bay Harbor, Florida** **Mc Crory's – Retail Building** **Carrion Building, Jewelry Center, Miami, Florida** **Capital Plaza I & II - Kendall Dr. Kendall, Fl.** **Capital Plaza – Oakland Park, Fl.** **KC Property – Bay Harbor Islands, Fl.** **1080-1090 Kane Concourse, Bay Harbor Islands, Fl.** **Concourse Terrace I & II, Bay Harbor Islands, Fl.**

SKLARchitecture, 2310 Hollywood Blvd., Hollywood, Fl. 33020 – Tel (954) 925-9292 Fax (954) 925-6292

2021 – 2023

NEW INTERESTED RESIDENTS' INFORMATION

From: Alba Chang
To: Yvonne Hamilton
Subject: FW: resume and letter
Date: Thursday, September 9, 2021 2:12:12 PM
Attachments: Matt Barnard resume 2021.pdf
Matt Barnard Bay Harbor cover letter 2021.pdf

PZB appointment.

Alba L. Chang, CMC
Town Clerk

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Ph. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands-fl.gov
Website: www.bayharborislands-fl.gov

From: Matthew Barnard <Matthew.Barnard@msmc.com>
Sent: Thursday, September 9, 2021 1:35 PM
To: Alba Chang <achang@bayharborislands-fl.gov>
Subject: Fwd: resume and letter

Clerk Chang,
I've attached my resume and letter of interest to support my desire to join the Planning Board. Please let me know if you need anything further. Thank you.

Matt Barnard

Sent from my iPhone

Begin forwarded message:

From: Matthew Barnard <Matthew.Barnard@msmc.com>
Date: September 9, 2021 at 11:10:12 AM EDT
To: mbarnard.arch@gmail.com
Subject: resume and letter

Matt Barnard, RA
AVP of Planning & Construction
Mount Sinai Medical Center
4300 Alton Road

Miami Beach, Florida 33140
Office 305-674-3965
Fax 305-674-2526
Matthew.Barnard@msmc.com<mailto:Matthew.Barnard@msmc.com>

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Total Control Panel Login

To: achang@bayharborislands-fl.gov	Message Score: 1	High (60): Pass
From: prvs=48860c3a25=matthew.barnard@msmc.com	My Spam Blocking Level: High	Medium (75): Pass
		Low (90): Pass
	Block this sender	
	Block msmc.com	

This message was delivered because the content filter score did not exceed your filter level.

9/9/21

To: Alba L. Chang

I recently became aware, via the town newsletter, of the opportunity to participate in the Planning and zoning Board. I have been a resident of the town for more than a year and greatly interested in being able to participate in and give back to the community. My professional career has been focused on architecture and construction with involvement in architectural design, planning and construction management overseeing building hardening, flood mitigation and resiliency, most notably oversight of a 3,100 linear foot seawall completed in 2021. I would be happy to provide additional information or references as needed, so please feel free to contact me with any questions. I look forward to joining the team.

Sincerely,

Matt Barnard
954-873-6064
Mbarnard.arch@gmail.com

9720 W. Bay Harbor Drive unit 8
Bay Harbor Island, FL 33154

(954)-873-6064
mbarnard.arch@gmail.com

Matt Barnard, R.A., LEED AP

Objective

To approach Planning and Construction management with the same discipline, thoughtfulness and detail oriented methodology characteristic of architectural design. My desire is to work in an environment that allows me to merge both practices; focusing the execution of a project on the anticipation and prevention of obstacles and delivering those solutions with informed and collaborative leadership.

Work Experience

Associate Vice President of Planning & Construction
Mt. Sinai Medical Center (MSMC)
2014 - Present
Miami Beach, FL

In my tenure with MSMC I have created and grown a Design Department which works hand-in-hand with Planning to ensure projects are executed in the best interest of the organization. With the success of this project approach, the organization saw the value in consolidating the Construction, Planning and Design Departments under a single leader. I now oversee the full process from the initial Capital request to completion of construction. Projects are now vetted and executed with a seamless handoff that ensures all critical information is captured and reflected in the final product. In my tenure as AVP, since 2019, I've personally provided $2M+ of cost avoidance or direct savings to the organization through contract negotiations, planning initiatives and design assessments. Currently managing (2) departments consisting of (15) direct reports, including (2) Director, (2) planners, (9) project managers and (1) AA. The departments are dedicated to Capital Planning, Facility Planning, Design and Construction management for the organization with an overall program value in excess of $500M over the next (3) years.

Responsibilities:

- Capital Planning – oversee the creation and tracking of the Capital Budget for the organization. Requires regular meetings with senior leadership to validate and vet budget requests. Coordination between Facility Planning and Construction to ensure all requests properly reflect the overall cost/ scope.
- Master Planning & Strategic Planning – oversee the facility Master Plan published in 2015 to ensure conformance and continuity. This effort is paired with the overall Strategic Plan for both campus and community wide growth of the organization comprised of over 2 million built square feet on the main campus as well as (10) Physician Practice satellites and (2) 63 thousand square foot FSEDs.
- Satellite Planning – regularly collaborate with Property Management and Senior Leadership to review third party demographic and market growth data against available real estate to determine the Strategic Growth Plan. Conduct walk through of prospective property to determine what program

can be accommodated and generate the initial design, budget and schedule.

- Design – oversee plan review, QA/QC, standards implementation and stewardship, Public Art Committee and Life Safety Plans for AHJ conformance. Through this effort I have provided an excess of $4.5M in cost avoidance or direct savings by reducing outside consultant engagement for design/ code reference efforts, reviewing documents to reduce errors and omissions and propose alternate project approaches that reduced or eliminated scope and better aligned with the Master and Strategic Plans.
- Construction Management – oversee all construction activities for the whole of the organization. Projects include significant renovations in occupied healthcare settings, major civil improvements from resilience to new infrastructure, mechanical and electrical infrastructure upgrades and greenfield projects. Project are executed simultaneously between the main campus and 9 satellite locations.

Notable Projects:

- Facility Planning:
  - Proposed an updated space plan that takes advantage of post-COVID work from home opportunities and repurposes those underutilized spaces into revenue-generating space with minimal upfront investment. Slated to produce $1M+ in cost avoidance and scope reduction for forthcoming Capital projects. Value of Positive revenue generation TBD based on the final service line designated for each location.
  - Proposed an alternate approach to Physician Practice project design and execution within the main campus MOB that eliminated the individual practice need, suite-by-suite approach to a full floor plate approach. These new "centers of excellence" provide opportunity to co-locate like services, thus creating a single destination point for patient convenience and greater cross-referral opportunities. In addition, the plans were designed to allow for full scheduling flexibility by providing easy connection throughout the floor between the universal exam rooms so one practice can flex into any of the 32 rooms based on their daily volume while sharing centralized imaging and procedure rooms. This format eliminated construction in reaction to unforeseen staffing fluctuations and simplifies wayfinding for the full building. The concept was then paired with the current lease roll to determine which floors would be converted each year to provide a final Master and Capital plan for the building.
- Design:
  - Currently overseeing the design of a 180,000 square foot Cancer Center with dedicated CEP and 800 car parking garage with an estimated construction value of $100M
  - Implemented Revit into the organization and requested the creation of a campus-wide model allowing for broader metrics and analytics

of the built environment, tracking of department square foot allocations, Medicare reimbursable tracking and ease of space planning. This was done completely in-house saving the organization both consultant fees and annual licensing fees for traditional asset tracking/ space planning software ~$200k.

- Construction:
  - Currently overseeing the construction of a 3,100 linear ft seawall along Biscayne Bay in collaboration with the US Army Corps of Engineers valued at $10M (ongoing)
  - Oversaw the construction of a $286M Surgical Bed tower and Emergency Center consisting of (12) ORs, (48) ED bays and (154) patient rooms with over 343,000SF of built space on an occupied campus. Completed Q2 2019
  - Oversaw the design, on behalf of the owner, of a $50M freestanding Emergency Department and medical office building (63,000SF). Completed Q3 2018.

Additional project experience:

- (3) MRI suites
- (20) bay infusion suite
- (2) ISO 7 Pharmacies
- Central Energy Plant Expansion
- (2) Behavioral Health Suites
- (4) Central sterile departments
- Loading Dock/ mobile MRI
- Tank Farm Relocation
- (4) Cath Labs
- Multiple civil/ underground improvements

Gresham, Smith and Partners
2008 - 2014
Project Coordinator
Ft. Lauderdale FL

Overall coordination of projects from inception to final close out, with specific focus on Healthcare design and construction administration. Responsibilities included AHCA coordination and review, client relations, marketing, development of proposals (both 2D and 3D layouts), architectural drafting/design, site visits, code research, analysis and interpretation.

Technical Skill Set

Licensed Architect & USGBC LEED Accredited Professional
Proficient with Microsoft Project and full office suite, Bluebeam, Revit, AutoCAD, Maya, Sketchup, Photoshop, E-builder, Procore and Plangrid. Cursory knowledge of Rhino, 3DsMax and Adobe Illustrator

Education

2012- August 2014 Florida International University
Masters of Architecture
Miami, FL

University of Florida
2004-2007
Bachelors of Architecture
Gainesville, FL

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 3.

ITEM: Consideration and **Approval** of the following Meeting Minutes:
a. Public Hearing - November 10, 2021
b. Regular Council Meeting - November 10, 2021
c. Special Council Meeting - November 30, 2021

DESCRIPTION:

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk

ATTACHMENTS

1.	11.10.2021 Public Hearing
2.	11.10.2021 Regular Council Meeting
3.	11.30.2021 Special Council Meeting

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A HYBRID PUBLIC HEARING

A Public Hearing of the Town Council was held on Wednesday, November 10th, 2021, at 6:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua D. Fuller

Vice Mayor Elizabeth Tricoche	Council Member Stephanie Bruder
Council Member Molly Diallo	Council Member Jordan Leonard
Council Member Isaac Salver	Council Member Robert Yaffe

1. **Public Hearing** for the purpose of hearing public comments with respect to an appeal filed by 1060 Kane Concourse Inc., 1048 LLC, 1050 LLC and D&F LLC regarding an April 14, 2021, Brownfield Area Designation at 1000 Kane Concourse, Bay Harbor Islands, Florida.

Town Attorney Geller outlined the process to designate the property at 1000 Kane Concourse as a Brownfield, with the first Public Hearing held on March 10th and the second Public Hearing on April 14. He explained that three zoom meetings were scheduled for April 14th: 1) Organizational Meeting; 2) Public Hearing on the second reading for the Brownfield designation; 3) Regular Council Meeting. There were no problems with the first and second meetings. The Brownfield designation Public Hearing was held; public comments were taken; and the Council voted to approve the Resolution. At the third meeting, the Regular Town Council Meeting, it was discovered, in one of several formats of notification, that the zoom information for this April 14th Regular Council Meeting had an error, and the public relying on this form of notification could not access this particular meeting. Accordingly, the Council cancelled and rescheduled the Regular Council Meeting to April 20th; and in an abundance of caution, the items from the Organizational Meeting and the Public Hearing regarding the Brownfield designation were put to a ratification vote. The Public Hearing on the Brownfield Designation was held before the ratification vote was taken; the hearing was opened to the public for comments; at least one person spoke; the Council commented; the vote was taken, and the Brownfield Designation was ratified.

Town Attorney Geller added that after approval of the designation by the Town Council, a letter was received from the Appellant, Frances Neuhut, and a number of corporations, appealing the decision to designate the property as a Brownfield. The landowner questioned whether the request was proper to be considered an appeal because it did not include the word “appeal” and he declined to not treat it as an appeal. The landowner also argued the substance and merits of the appeal. The thrust of the first argument was that it did not say appeal; it did not use some particular language. Their substantive argument was that the designation complied with the Statute that governs the designation; the necessary steps and findings were taken; and the letter did not set out an actual substantive basis saying that the Statute was not complied with.

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The Town Attorney suggested the Council consider the request as an appeal; hear the matter, hear from counsels for the landowner and the Appellant and from the public, including the Appellant.

Town Attorney Geller advised the Council that the evidence presented to them tonight should be the basis for their decision. He stated that in reviewing the information submitted in writing, it appeared as though the complaint had to do with the fact that the landowner purchased the land from someone, which is not an act of the Town; that they received certain approvals, which was proper for the Town to judge those applications by the same standards as any other applications, regardless of the applicant; as it would have been discriminatory to deny applications for land use approval, because the owner is a religious institution. Other complaints were about losing tax revenue, which was not accurate; and about ongoing issues with the property owner. He stated that it did not appear there was a substantive basis in the appeal that the Brownfield designation Statute was not complied with. He suggested the Council proceed to hear from the Appellant, the landowner, the public, with their own questions; and to vote after hearing all the evidence.

Town Attorney Geller swore in individuals who testified before the Town Council. And he advised the Council of the Quasi-Judicial proceeding's requirement to disclose exparte communication regarding the matter. No member of the Town Council disclosed having had exparte communication on the matter.

Kerry Ezrol, Esq., Goren, Cherof, Doody & Ezrol, P.A., 3099 E. Commercial Blvd., #200, Fort Lauderdale, FL 33308, representing 1060 Kane Concourse, stated that he had reviewed all the information pertaining to the Brownfield Designation; and his arguments will vary from some of Appellant's points raised in her appeal, which are personal to her, and would not be part of his arguments. He stated that Mrs. Neuhut filed an appeal via email on May 11th and raised certain arguments, including procedural due process; and his arguments will pertain to those procedural due process issues. He clarified that he was only representing 1060 Kane Concourse. He stated that the March 10, 2021, Council Meeting Agenda provided that members of the public were entitled to three minutes to speak; and they were only provided to speak for two minutes. He noted that Mrs. Neuhut was permitted to speak 30-40 seconds before the clock started and beyond the deadline. However, she was given two minutes to speak on the clock, which was an issue.

Council Member Bruder questioned the issue being raised by Mr. Ezrol, when Mrs. Neuhut was afforded the opportunity to speak for more than the required maximum three minutes allotted by the agenda.

Mr. Ezrol agreed Mrs. Neuhut was provided with more than three minutes to address the Council at the March 10th hearing, but he felt there was an issue with the fact that the agenda outlined three minutes and the public was allowed to speak for only two minutes. He stated that the April 14th Council Meeting Agenda outlined three minutes to speak, and Mrs. Neuhut was permitted to speak for two minutes; and it seemed as though only Mrs. Neuhut was sworn in, which seemed to be an issue for a Quasi-Judicial proceeding.

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Mr. Ezrol further stated that he was not going to argue the merits of the designation of the Brownfield determination based upon the application of the property owner or based upon the recommendation of the Town's Planning consultant, Miller Planning. He stated that the fact that the witnesses, including Mr. Miller and the property owner's attorney, who according to Town Attorney Geller, did not offer testimony and were not sworn in; that evidence was not admitted and doesn't exist as part of the record, and it was not authenticated. He stated that when the Council is sitting as a trier of fact, making factual determination in the quasi-judicial proceeding, there should be evidence. He also expressed concern or objection that lay persons do not know the rules of procedures governing the conduct for quasi-judicial procedures, as none were found in the Town Code or in the list of Resolutions; which he felt was a due process issue. Additionally, the posted agenda for all meetings indicated the matter presented in the application was quasi-judicial; however, the advertised notice in the newspaper and the sign posted notice for the March 10th meeting did not indicate the matter was going to be quasi-judicial.

Mayor Fuller asked if anyone at the meeting had objected to the matter not being listed as quasi-judicial and stated there was a problem. Mr. Ezrol said no.

Mr. Ezrol further argued that Mrs. Neuhut tried to advise the Council that the zoom feature was not working; and that coupled with the notice deficiencies argued, caused confusion with Mrs. Neuhut and 1060 Kane Concourse. And it was also considered confusion, because the Council acted on April 20th to ratify all the items that occurred at the Organizational Meeting and the matters on April 14th. He questioned why the Council would ratify a matter that they properly considered. He stated that there was enough in the record of procedural process technical issues with the proceeding, and he asked that the Council sustain the appeal and start the process over with the two hearings that were required by Statute.

Council Member Salver asked Mr. Ezrol to summarize the appeal argument. Mr. Ezrol stated that there were technical deficiencies with the amount of time allotted to his client, especially on the second hearing; inconsistency with the posted agenda notice; technical deficiencies with the advertised notice, which did not indicate the matters were going to be quasi-judicial; and confusion created by the Council in ratifying matters that were taken at the April 14th meeting.

Council Member Salver asked Mr. Ezrol if he knew who the manager of 1060 Kane Concourse was. Mr. Ezrol said he knew Mrs. Neuhut is the authorized representative.

Council Member Salver spoke of 1060 Kane Concourse establishment in 1995, of the numerous times Mrs. Neuhut had been to Town Hall conversing with the Town Clerk; her familiarity with Town Hall, Town Council Meeting procedures and quasi-judicial hearings; and him witnessing Mrs. Neuhut's attendance at Council Meetings over the past 24 years while serving on the Appellate Board and as a Council Member. He stated that if the argument was that Mrs. Neuhut was confused about any procedural matters, she is a person who ask questions, inquires, and obtains documents. Therefore, she couldn't make such an argument.

Mr. Ezrol stated that based upon the documents that he had reviewed that Mrs. Neuhut wrote and delivered to the Town, he thought that she tried to communicate that to the Town and was complaining about how this process occurred for this application.

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Council Member Leonard asked Mr. Ezrol what the argument would be; what would change if the Council agreed with his argument and redid the process with the two public hearings.

Mr. Ezrol responded that he assumed the Resolution would not change, but the technical deficiencies that he identified, presumably would not occur; and therefore, the procedural due process claim that had been asserted would be remedied.

Council Member Leonard asked Mr. Ezrol if he had reviewed other meetings than those related to the appeal. Mr. Ezrol said no.

Council Member Leonard spoke of Mrs. Neuhut's ongoing discussions every month at Town Council Meetings, on not only matters pertaining to the agenda items; but on many occasions where her discussions had resulted, during public comments, about this specific property and this specific item under agenda items that were not germane to the topic. Additionally, she has had many discussions over the course of 2021 speaking about this item. Therefore, she has had some opportunities to address the matter, other than these times.

Mr. Ezrol stated that he was talking about a situation where somebody was given a right to speak during a quasi-judicial proceeding on a specific matter, which was a little different.

Council Member Yaffe clarified that the March 10th and the April 14th Public Hearings went forward without any technical difficulties, and there was no objection to the process during those meetings.

Town Attorney Geller concurred with Council Member Yaffe's comments; and explained that the zoom codes for the Organizational Meeting and the Public Hearing on the Brownfield Designation were proper. And he clarified that only after the two meetings had adjourned, and the Council had moved to the Regular Council Meeting, it was discovered that some people had the wrong zoom code and couldn't log onto the meeting, which is why the meeting was postponed.

Council Member Bruder wanted to know what the issue was and where was the lack of due process, since the hearing for the Brownfield designation was procedurally fine; zoom worked the public was able to participate; Mrs. Neuhut was able to speak on the matter; and the zoom information was only deficient for the Regular Council Meeting, which was stopped. She reiterated that the miscalculations were not specific to the Brownfield designation Public Hearing.

Mr. Ezrol stated that he could not show where that problem was, especially since Mrs. Neuhut did speak at the hearing. He stated that the lack of due process came from the deficiencies in the notice and the entire process at the April 14th meeting.

Mayor Fuller asked Mr. Ezrol about the legal prejudice, since he had conceded to the fact that Mrs. Neuhut was able to speak for longer than the two minutes and for three minutes, and more likely than not, nothing would be different if the process were started over.

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Mr. Ezrol stated that the legal prejudice was with the technical deficiencies in the public notice.

Council Member Yaffe stated that the information written in Mrs. Neuhut's appeal petition had nothing to do with the merits of the Brownfield designation; there wasn't any issue that it did not meet the statutory requirements for designation. He commented that Mrs. Neuhut seemed to have issues with the property owner with what has been constructed on the property, but not with respect to the designation itself. Therefore, going back to two public hearings, the Council would probably hear more arguments that the property is not good, why there is no tax base, and losing property taxes; which has nothing to do with designation of the property as a Brownfield.

Council Member Salver asked if there was a prescribed amount of time the Council had to afford someone to speak during public hearings.

Mr. Ezrol answered no. He said, according to the Statute, a reasonable amount of time must be given.

Town Attorney Geller clarified Mr. Ezrol's argument that three minutes were allotted for the public to speak; therefore, three minutes had to be given. Except that the three minutes were given; and even if it was said Mrs. Neuhut had two minutes, three minutes were given.

There was a brief discussion about the agenda outlining a maximum of three minutes for the public to address the Town Council.

Mr. Ezrol stated that Mrs. Neuhut spoke for two minutes at the April 14th Public Hearing.

Town Attorney Geller stated that doesn't necessarily make Mr. Ezrol's argument correct, because the Chair does retain the right to keep the meeting moving to adjust the flow of speaking; and the time can be adjusted based upon the number of people who wish to speak, notwithstanding the information printed on the agenda. Mr. Geller opined that the fact that someone had not gotten the full amount of time does not constitute a due process violation.

Council Member Bruder asked if it was considered due process when someone addressed the Council and go off the topic they wrote to speak about and is cut off.

Mr. Ezrol stated that if it was a due process item, he as a member of the public, would want the three minutes. But the Council has a right to maintain control on a regular agenda item. He stated that he thought two minutes to speak was unreasonable, in light of the fact that only one person spoke.

At this time Mayor Fuller announced that the Regular Council Meeting will commence immediately after the Public Hearing.

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Michael Goldstein, Goldstein Environmental Law Firm, 2100 Ponce De Leon Boulevard, Coral Gables, FL, was present on behalf of, Appellee, CBS Realty Holding, LCC- 1000 Kane Concourse (Brownfield Designation). Mr. Goldstein stated that there were several Appellants of the action that the Council took on March 10th, April 14th, and April 20th. He stated that there was representation on behalf of a single Appellant, 1060 Kane Concourse, and not 1048 LLC, DNF LLC, or the individual Appellant. He requested to incorporate by reference and to reaffirm all arguments they made: the technical arguments with respect to the appeal and the substantive arguments set forth in their July 12, 2021 correspondence to the Town Clerk. He hoped for the Town Council to dismiss the appeal outright as being legally insufficient or to dismiss it on its merits.

Mr. Goldstein argued to the technical issues as to whether the appeal was properly made, properly sustained, or properly amended. He stated that, on its face, the appeal that was originally filed by Mrs. Neuhut in an email does not constitute an appeal; because it did not use the word appeal or any similar terms in the subject line or in the body of email; nor did it request a rehearing or any similar action that could reasonably be characterized as a petition to the Town Council to revisit any action. He argued that the Neuhut email failed to request, petition, or ask for any form of relief of the three public hearings on the matter. He stated that the Statute requires two hearings and there were three. And the way the alleged appeal was filed spoke perspectively to actions that the Council should take; even though the matter at issue had already been heard. Additionally, the initial alleged appeal was filed via email on May 11th, well after the three hearings before the Town Council-March 10th, April 14th, and April 20th. Accordingly, the original email filed on May 11th could not be characterized as an appeal because it was entirely perspective; as it stated that the Town Council was seeking to establish a resolution; and it requested that the Town Council abide by the self- imposed due process criteria. He argued that appeals are logically of actions previously taken; not of actions that will occur in the future. He added that because the email filed on May 11th did not claim that procedural due process was not provided and otherwise complained of, cite to any particular action the Council took or failed to take at any of the three public hearings; but spoke entirely to actions the Council will or may take in the future, it appeared that the concerns expressed in that email were meant to be submitted prior to one or to all the required public hearings on the item.

Mayor Fuller pointed out that as far as Mr. Goldstein's argument on the technicality that the word "appeal" was not used in the request, the correction was later made in an email from the Appellant to the Town Clerk.

Mr. Goldstein further argued that with respect to the substance of the process procedural claims raised by the attorney for the Appellant, the Appellant who is either a manager or a registered agent for all the corporate entities that purports to be Appellants, appeared at each of the three hearings.

There was no confusion as to the opportunity to present testimony, and testimony was provided at all three hearings by Mrs. Neuhut, who is an Appellant in her individual capacity and as a manager or a registered agent of the other corporate entities.

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He stated that the underlying Brownfield Designation Statute does not require any minimum amount of time for public testimony. It speaks to providing an opportunity for public comments, which is what the Council did at each of the three public hearings. Also, there is nothing in the Statute that requires use of the words "quasi-judicial hearing" in any of the notification forms. And the town went beyond the statutory notification requirements by providing actual notice and written notice to property owners within a certain distance of the property to be designated. Furthermore, the applicant received both constructive notice and actual notice; and appeared at all three meetings.

As to the due process issues, Mr. Goldstein argued that they felt there were no substantive due process issues, no procedural due process issues; no confusion about when the hearing was held, and what could be said at a hearing; because Mrs. Neuhut appeared at all three meetings. With respect to the substance of the dedication, as the applicant's attorney conceded on the record, there was no objection to the showing that was made with respect to the designation criteria. The applicant prepared a designation request, supported it with competent substantial evidence; and submitted with its application. The application was reviewed, approved, presented by staff and the Town Council unanimously approved the designation without raising any issues as to the five statutory criteria. Therefore, they believed there were no procedural due process issues; substantive due process issues; or issues with respect to the substance of the showing made meriting the approval of the designation request.

Mayor Fuller asked how Mrs. Neuhut identified herself on the record at the April 14th meeting, when she claimed to not have given the full three minutes. It was noted Mrs. Neuhut identified herself as Frances Neuhut, 1060 Kane Concourse.

PUBLIC COMMENT

Dr. Dennis Neuhut, 1060 Kane Concourse LLC, came forward to address the Council and spoke about a link between an automobile service center and contaminations; questioned how a property that was not paying taxes contributes to the economic development in the Brownfield; water from the site entering the storm drain; and such unanswered questions resulting in appeal being filed, as they felt there should be another public hearing. He also spoke about technical difficulties in general being experienced with zoom.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and asked if April 14th quasi-judicial hearing on the Brownfield matter was cancelled; and spoke about her reporting technical difficulties with the zoom equipment at that hearing to the Council; the duration of the meeting from 6:15 p.m. to 6:25 p.m. with her as the only one to be recorded during public participation, as other people couldn't log on; questioned signing of Resolution No. 2224 when recording equipment was broken; Council Regular Meeting on April 20th should have been a Quasi-judicial Public Hearing, especially with issues that came up regarding Church by the Sea dumping and cementing the municipal storm water and sewer drains and Police Incident Reports 21-272oF and 21-12537 between April and March; questioned why the procedural due process hearing was not rescheduled before voting to approve Resolution 2224 with the issues mentioned about Church by the Sea; and her rights as a citizen. She suggested rescheduling the second Quasi-Judicial Public Hearing for public comments, discussion, and possible action.

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Former Mayor Linda Zilber, 1231 95th Street, attended via zoom and reminded the Council about the weather conditions and technical difficulties that occurred during the April 14th Council Meeting.

Council Member Salver opposed and commented on the Town's appeal process with a request to the Council to address its own decision that had successfully been passed in public three times. Town Attorney Geller responded and stated that a resident of the Town thought there was a mistake, and his decision was for the Council Members to hear the substance of the appeal and rule on it; rather than rule on a technical ground.

Council Member Bruder stated that if the process were to be done over, the vote would probably be the same. However, she believed if there was a technical error, it needed to be recognized and be fixed.

Town Attorney Geller advised the Council that having heard everything; giving two minutes to speak instead of three, because the agenda says a maximum; and the fact that the appeal did not contain the words "appeal" or "quasi-judicial", in the end due process means notice was provided and an opportunity was given to be heard. People had to be told what will be discussed and be given an opportunity to speak and the Council make a considered decision, which was done. He stated that there was no violation of the Statute governing designating Brownfields; there was no allegation that the Statute was not fully complied with; there were three public hearings when there could have been two; the Appellant was heard; the Statute was followed; and no harm was done based on any of the hyper-technical arguments. He stated that substantial justice was done, and it would serve no purpose to redo the hearings; especially where the complaints did not attack the actual designation of Brownfield. And he recommended the Town Council deny the appeal.

Council Member Salver asked Mr. Hecht about the status of the project; as far as the shell of the building.

Jeffrey Hect, Project Manager, Church by the Sea, 1045 95th Street, stated that they were getting close to topping off the shell of the building by the end of the year. And they anticipated receiving the Temporary Certificate of Occupancy by February/March 2023.

Council Member Salver asked Mr. Hecht how the matter of soil and other inconsistencies inside the ground were handled.

Mr. Hecht stated that the issues were handled with the oversight of all government authorities that had to be involved. He explained that when they purchased the property, they were told, in the sale agreement, that three buried tanks had been properly taken out of service and were filled with concrete. However, when excavation of the site commenced, a fourth tank filled with product was located. The project stopped, and FDEP and DERM were contacted to oversee removal of the tank. And the site is now considered to be in compliance with all governmental laws.

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Council Member Salver asked about the impact of the Brownfield designation at this point.

Mr. Hecht explained that when the designation is received and when the Brownfield Site Rehabilitation Agreement is signed by the Mayor of Miami-Dade County, they would then have the opportunity for all expenses that occurred in that year going forward to apply for tax credits. He stated that if the matter were to linger on for another year and the Brownfield site rehabilitation was voided because of this process, they would suffer severe financial harm.

2. **Discussion** and **possible action** with respect to the appeal filed by 1060 Kane Concourse Inc., 1048 LLC, 1050 LLC and D&F LLC regarding the Town Council approval of a Brownfield Area Designation for the property located at 1000 Kane Concourse.

PUBLIC COMMENT

Former Mayor Linda Zilber, 1231 – 95th Street, inquired of the Town Attorney as to the size of tax-free properties allowed in the town.

Town Attorney Geller responded that the designation of a Brownfield was not related to whether property is tax free.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about problems experienced in applying for the appeal and with the April 14th public hearing process, and of evidence of pollution and contamination on the site.

Council Member Salver asked Mrs. Neuhut if she ever had ever appealed a decision of the Town Council.

Mrs. Neuhut stated that she had appealed a decision on a garage that she felt was built too small.

Council Member Leonard disclosed that Mr. Goren, of Goren, Cherof, Doody & Ezrol, P.A, represents the South Florida Regional Planning Council of which he is an appointed member.

PUBLIC COMMENT CLOSED

ACTION: Council Member Leonard made a motion to deny the appeal. Council Member Yaffe seconded the motion, and it passed 6-1 with Council Member Bruder opposing.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 11:30 p.m.

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MAYOR

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ATTEST

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TOWN CLERK

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

A Hybrid Meeting of the Town Council was held on Wednesday, November 10th, 2021, at 7:06 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua D. Fuller
Vice Mayor Elizabeth Tricoche — Council Member Molly Diallo
Council Member Jordon Leonard — Council Member Isaac Salver
Council Member Robert Yaffe

Council Member Stephanie Bruder was absent.

SPECIAL PRESENTATION:

There was no special presentation.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

None.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Item #14 was deferred to the next Council Meeting.
- Veterans Day Ceremony on November 11th from 12:00 Noon to 2:00 P.M.
- Concerts scheduled for December 5th and 12th and Snow Day November 19th.
- Working on obtaining grant funding from infrastructure funds for repair of four bridges.
- Actively working with the Sophie. Representative present to give update.
- Request from resident Heidi Lieb to keep clear lights around trees on Kane Concourse from November 1st to March 31st, like Surfside and Miami Beach.

  There was no objection from the Council to have the lights remain on. However, Mayor Fuller requested the Town Manager check to ensure there were no contractual issues.

- Paving of parking lot at Town Hall Monday and Tuesday; repair of broken sidewalks around Town Hall the following week.

- Town Hall renovations expected to be completed by December 8th.

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

Council Member Salver reported he attended the November 4th Florida League of Cities Legislative Conference in Orlando, where 2022 Legislative priorities were discussed: Communications Services Tax reform, Economic Development incentives, Transportation funding for municipalities tree protection, Local Business Tax preservation, Cyber Security, and Affordable Housing. He further described the following two bills, which the League is working to stop: Senate Bill 280, which seeks to amend the legal standard and process for assessing the validity of municipality ordinances and imposes new substantive requirements on municipalities for adopting and enforcing ordinances; and Senate Bill 620 regarding businesses' damages against a county or municipality based on impacts of the businesses of an ordinance or Charter provisions; and provides for procedures for submittal and resolution of claims, which appeared to be modeled after the business damages process used in eminent domain.

Council Member Diallo reported she attended the Miami-Dade County League of Cities Dinner and the Town's Halloween event; she announced World Kindness Day on Saturday; and thanked the veterans of the community for their service.

Council Member Salver announced the availability of tickets for turkeys for Thanksgiving, for people in need, from Miami-Dade County League of Cities.

Vice Mayor Tricoche encouraged residents who need help to reach out to the Town for assistance.

Mayor Fuller thanked the Police Department for the successful Surf/Bay/Bal Harbor event.

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.*

Tim Telesco, General Contractor, 86 N.E. 109th Street, Miami Shores, FL 33161, came forward to address the Council and reported that he had been retained by the Sophie to assist with the Building Permit process for their project. He informed the Council that fees were being paid; the application was resubmitted to Miami-Dade County; county fees had been paid or were in the process of being paid; and impact fees were being negotiated. He added that comments by the Building Department were addressed, and the issuance of a Building Permit was imminent within the next 30 days.

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Vice Mayor Tricoche inquired about the fees that are owed to the Town. Town Manager Lasday mentioned that those fees would have to be paid and liens filed for violations, would have to be cleared.

Building Official Mike Mesa reported on the progress made with the project in the last couple weeks with curing of some of the violations. He noted that the Building Permit was required prior to settling the fines; fines for cleaning the property had stopped and those for obtaining the Building Permit were still accruing; most of the comments from the Building Department had been addressed; and Miami-Dade County's approval was pending.

Council Member Yaffe asked if the matter had to be heard by the Special Master. Mr. Mesa stated that the matter was heard before the Special Master and an order was issued. Council Member Yaffe mentioned that the matter could go back to the Special Master to mitigate the fines. Mr. Mesa stated that they would not be able to move forward with any of the issues, until the Building Permit was obtained.

Vice Mayor Tricoche requested that the developer appear before the Council within 30 days to provide an update. She also asked if any curative measures were taken for the affected neighbors, with devalued units and having to live in an unsafe neighborhood.

Mr. Telesco stated that the property had been cleaned; the fence was repaired; landscaping was being addressed; and rat traps were set. He said that he had no knowledge of a frog infestation but would follow up on the matter.

It was the consensus of the Council for Mr. Telesco to provide an update to the Town Manager and appear at the January 2022 Council Meeting, as well.

Eric Mintz, 10000 West Bay Harbor Drive, came forward to address the Council and urged them to remain vigilant on the Sophie matter.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward to address the Council and thanked the Police Department for the Veterans Day event; spoke of her visit to the Ethics Commission; requirement of W-2 from Council Members for the Town Health Insurance; her push for Council Members' term limits; and asked the Town Council to be nice to the employees.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke of visits to the Ethics Commission regarding her four complaints against the Town's mayor; issues with Church by the Sea, and removal of Ordinance 23-5A-1.

Mayor Fuller spoke about Mrs. Neuhut' s baseless complaints and her abuse to the Council Members with personal attacks. He asked that she be respectful to Council Members and to employees, who serve the community.

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Vincent Martino, 1040 93rd Street, attended via zoom. He thanked the Council for acting on the Sophie matter. He asked about the timeline for reconstructing the building.

Council Member Salver inquired about the Foundation Permit. Discussion ensued regarding expiration of the Foundation Permit in 2018; the developer renewing the Building Permit for the entire building, with submittal of plans for the next phase of the project; a report required to ensure the foundation can support the proposed structure; Miami-Dade County's pending approval for fully construction of the building; no mechanism for timeline to construct the building as the Florida Building Code extends permits for 180 days, with each approved inspection; and that the matter could be taken to the Unsafe Structures Board.

Linda Zilber, former Mayor, 1231 95th Street, attended via zoom, and offered to share previous designs for a parking garage behind Town Hall. She spoke in opposition to comments she said were made by Council Member Salver about only five people objecting to the Health Insurance for Council Members; and she requested information on the number of tax-free properties allowed in the Town.

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 October 13, 2021 Regular Council Meeting
2. **Consideration** and **Approval** of the Regular Council Meeting dates for the 2022 Calendar Year.
3. **Consideration** and **approval** for issuance of a Request for Proposals (RFP) to procure twenty-six (26)Dell laptops for the Police Department to replace out of life cycle equipment.
4. **Consideration** and **approval** of a Mutual Aid Agreement between the City of North Miami Police Department and the Town of Bay Harbor Islands Police Department.
5. **Consideration** and **approval** of a proposal from AXON Technologies for the procurement of Police Officers Body Worn Cameras (BWC) equipment, technology, and Taser Bundle in the amount of $236,199.98 for a 60-month term, pursuant to Section 2-1.2(a)(8) of the Town Code for servicecontracts, which are only available from a sole source of supply.

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

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ORDINANCES ON SECOND READING:

6. **Consideration** and **approval** of an ordinance on second reading requested by Council Member Yaffe and co-sponsored by Council Members Salver and Leonard amending Chapter 24 of the Town Code, establishing registration requirements for condominiums, and requiring the delivery of engineering reports; which reflect building conditions, including structural and life safety components.

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 24-18 ESTABLISHING REGISTRATION REQUIREMENTS FOR CONDOMINIUM, MULTI-FAMILY HOMEOWNERS AND COOPERATIVE ASSOCIATIONS WITHIN THE TOWN;" BY CREATING SECTION 24-19 TO REQUIRE THE DELIVERY TO THE TOWN BUILDING ENGINEERING REPORTS, WHICH REFLECT BUILDING CONDITIONS, INCLUDING STRUCTURAL AND LIFE SAFETY COMPONENTS; PROVIDING FOR PENALTIES; 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.

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

7. **Consideration** and **Approval** of an ordinance on second reading approving Budget Amendment No. 3 for the Fiscal Year 2020/2021 Budget.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT:

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and objected to the passage of the ordinance; asked where in the budget amendment was the increase to the Council's budget for the health insurance; questioned the reason for the budget amendment; and asked if taxpayers were paying for water repairs.

Vice Mayor Tricoche and Mayor Fuller responded to Mrs. Neuhut's questions about the water increase.

DRAFT

ACTION: Council Member Yaffe made a motion to approve the ordinance on first reading. Council Member Salver seconded the motion, and it passed on a unanimous vote.

8. **Consideration** and **Approval** of an ordinance on second reading to increase the monthly charges for water service to $5.00 per one thousand gallons and to increase the minimum monthly service charges for each water meter to $23.25.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO $5.00 PERONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO $23.25; PROVIDING FORSEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Tricoche made a motion to approve the ordinance on first reading. Council Member Yaffe seconded the motion, and it passed on a unanimous poll vote.

9. **Consideration** and **Approval** of an ordinance on second reading amending Section 20-9 of the TownCode increasing the monthly base and flow charges for sewer service.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWNCODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the ordinance on second reading. Council Member Diallo seconded the motion, and it passed on a unanimous poll vote.

ORDINANCES ON FIRST READING:

10. **Consideration** and **Approval** of an ordinance on first reading amending Sections 5-20 - 5-25 of Article2 of the Town Code entitled Planning, Design and Zoning Board Approval.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE PLANNING AND ZONING BOARD; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING SECTIONS 5-20 – 5-25 OF ARTICLE 2 ENTITLED PLANNING, DESIGN AND ZONINGBOARD APPROVAL;

DRAFT

PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and wanted to know who would be held accountable for incorrect elevations and underground garages that flood, which were approved by the Planning & Zoning Board.

PUBLIC COMMENT CLOSED

Council Member Salver pointed out that the Planning & Zoning Board's functions do not include zoning.

Council Member Yaffe stated that items are not submitted to the Planning & Zoning Board unless they meet the requirements of the Town Code. He thought the modification would have removed "Zoning" from the title, so it would be the Design Review Board or Planning & Design Board, based on the Board's functions.

Town Planner Michael Miller explained the Town's planning and zoning process, which is done by his firm. He clarified that the Planning & Zoning Board does not handle zoning issues.

Vice Mayor Tricoche concurred with the name "Planning & Design Board".

Council Member Salver stated that the Board does not address planning either.

Council Member Yaffe asked if it would offend the related Statute to call it "Design Review Board".

Town Attorney Geller advised the Town Council of issues with adopting the name change after the effective date to circumvent the new law and that it may be improper for the Town to create a Design Review Board, which it never had. However, there would be a secondary argument to say that the title of the Board was wrong since their duties have always included design issues. And while it doesn't offend the Statute, there are related issues.

Council Member Yaffe asked if it would be beneficial for the title to be "Design and Zoning Board".

Council Member Salver preferred the name "Design Review Board".

DRAFT

Council Member Leonard reminded the Council that a "Design Review Board, previously existed.

Town Manager Maria Lasday informed the Council that the Town Attorney had requested a change regarding the number of Board meetings per month.

Council Member Yaffe felt it was a good idea to have meetings once per month, and for the Chair to request additional meetings, when necessary.

Town Attorney Geller stated that there should be a second meeting, if necessary; but not automatic meetings twice per month.

Mayor Fuller suggested that the second meeting be called by two members of the Board or by the Chair.

Town Manager Lasday advised of two pending matters for hearing before the Planning & Zoning Board Meeting scheduled for November 16th.

Town Attorney Geller suggested the next Planning & Zoning Board meeting be held the first week of January and that the Town Council consider holding a Special Meeting prior, to finalize the ordinance to give some directions to the Planning & Zoning Board; with the issuing being whether the Council wished for the Board to continue doing all the design elements on single-family and two-family homes as is currently done, which the new law attempts to say the Town should not regulate, with one of the exceptions of having a Design Review Board. He advised that continuing to regulate single-family and two-family homes with all the design standards poses a substantial risk of someone challenging the matter in court saying that the Town did not have a Design Review Board, when the new law took effect; or that it was not being done within the purview of what the new law allows, which is a policy matter. Mr. Geller further informed the Council he was working with the Town Manager and with the Town Planner to update language in the Code to make it more objective, making it less likely for someone to file suit. He further advised that it was more likely that suit could be brought, although it may not happen, if the Council made that policy choice.

However, it would be impossible to be sued if they did what the new law states and did not look for a way around it.

Council Member Salver stated that the Planning & Zoning Board has acted as a Design Review Board for many years. And he spoke of the importance of the Board and suggested that the name be changed, and the Board continued with the same functions.

Mayor Fuller concurred and stated that there would be an ability to appeal to the Town Council before any potential litigation.

The Town Clerk will poll the Council for a meeting the first week of December.

DRAFT

PUBLIC COMMENT

Former Mayor Linda Zilber, 1231 95th Street, explained that the Planning & Zoning Board's functions were originally conducted by the Town Council and was changed when they wanted more qualified individuals to be on the Board. She offered to assist with bringing back the Decorating Committee, if it were the wish of the Town Council.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the ordinance on first reading to change the name of the Planning & Zoning Board to "Design Review Board" and for the Chair or two (2) members of the Board to call additional meetings, when necessary. Council Member Diallo seconded the motion, and it passed on a unanimous poll vote.

DEFERRED ITEMS:

11. **Discussion** requested by Council Member Leonard and co-sponsored by Vice Mayor Tricoche regarding the use of American Rescue Plan funds to include in part tutoring services.

Vice Mayor Tricoche initiated discussion on using ARP funds for an educational remedial program and assistance for Bay Harbor Island students, at the community Center. Town Manager Lasday explained that ARP funds are geared towards technology, broadband, and infrastructure projects, and since monies were budgeted for some of those items, funding will be available in the budget to spend up to $50,000 for the tutoring program. The Town Manager will work on a plan for the tutoring program for Bay Harbor Island residents only, which will include test preparation, to commence in January 2022 for one year, including the Summer. The program will be advertised and be revisited, depending on the need for the service.

Council Member Salver asked about the status of the Children's Trust application process that required some infrastructure and building changes; wanted to know if funding would be received from the Trust; and if ARP funds could be utilized to make the required changes.

Assistant Town Manager Jenice Rosado stated the Town was working closely with a grant writer, but she was not certain of the needed modifications for the Community Center, which did not appear to be too much.

PUBLIC COMMENT

Former Mayor Linda Zilber, 1231 95th Street, stated that the Parks & Recreation Committee had been discussing other programs at the Community Center and would like for the tutoring program to be addressed by that Committee. She recommended counseling for children be provided, as well.

PUBLIC COMMENT CLOSED

DRAFT

12. **Discussion** requested by Vice Mayor Tricoche to direct staff to research and create a Town wide Climate Action Plan to help decrease and minimize greenhouse gas emissions to meet Miami-Dade County's goal to become net zero for emissions by 2050.

Vice Mayor Tricoche spoke of her request for staff to work on a plan with the goal of having the Town become net zero for emissions, by creating conscientiousness and inclusion in decision making, with use of alternate sources of energy like using solar, transitioning to electric vehicles, etc.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and commented that FPL was doing a terrible job; new buildings were not participating in the program; asked if the matter had to do with Ygrene, that offers loans; who was paying for these things; and if the matter pertained to people or just to government.

Vice Mayor Tricoche explained that the program pertains to the Town government in doing what can be done to become net zero for emissions; by making changes within budgetary confinement and through use of grants.

Council Member Salver opposed the idea to create a Climate Action Plan when Miami-Dade County already has a plan. He suggested the Town adopts a Resolution in support of the County-wide net zero plan and work towards procuring fuel efficient vehicles, rather than staff conducting a study.

Council Member Jordan suggested the County Office of Resiliency be invited to assess the Town and make recommendations.

Former Mayor Linda Zilber, 1231 95th Street, recalled former Miami-Dade County Mayor Carlos Jimenez saying, back then, the Town was doing everything right as far as emissions control.

PUBLIC COMMENT CLOSED

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

DISCUSSION ITEMS:

13. **Discussion** and possible action requested by Mayor Fuller to allocate $1,000 to Camillus House, a non-profit organization, in recognition of their humanitarian efforts in rendering aid to Bay Harbor Islands' families, whose homes were declared as "Unsafe Structures".

Mayor Fuller suggested a donation be made to Camillus House as a token of thanks for how well they responded, when the Town experienced problems with moving people from the unsafe structure buildings.

DRAFT

Council Member Salver suggested that the donation be made to the Homeless Trust with a recommendation to direct the monies to Camillus House in recognition of their hard work that was done when structures were declared unsafe, and persons were displaced.

It was the consensus of the Town Council to donate $1,000 to Miami-Dade County Homeless Trust for Camillus House.

~~14. **Discussion** requested by Council Member Bruder regarding future plans for Block 11 Parking and the feasibility of building a Municipal Parking Garage behind Town Hall.~~

15. **Discussion** requested by Council Member Leonard regarding the possibility of amending the Town Code to permit graphics, artwork, and advertisement directly related to the project under construction on temporary construction fences for aesthetic enhancement.

Council Member Leonard suggested that artwork or a rendering of proposed buildings in the town be allowed on temporary construction fences, which would be more aesthetically pleasing than just the green fence.

PUBLIC COMMENT

Former Mayor Linda Zilber, 1231 95th Street, offered to work with staff to create some acceptable designs.

Council Member Salver suggested that options be provided.

Vice Mayor Tricoche suggested using something that would promote the Town, with the potential project.

Mayor Fuller preferred a rendering of what the building would look like.

Town Manager Lasday reminded the Council that the Town Code does not require the fencing to be green. She would provide information to the Town Council of what other municipalities are using instead of the green fencing.

It was the consensus of the Council for the Town Manager to research what other municipalities are doing for temporary construction fences.

PUBLIC COMMENT CLOSED

16. **Discussion** requested by Vice Mayor Tricoche regarding the Town's regulations for Short Term rentals on the East Island.

Vice Mayor Tricoche recommended that a licensing process be created to require a license for Short Term Vacation Rentals with escalating compliance protocol, up to and including revocation of the license for failure to comply with the licensing terms.

DRAFT

Town Attorney Geller explained that similar cities have that kind of regiment, which is more than the Town's requirement for registration and a Business Tax Receipt. He stated that, while they cannot be outlawed, there would be more authority over the Short-Term Vacation Rentals, if licensing and requirements to meet the minimum standards that the State allows were required. He noted that Miami Shores and Miami Springs both used the licensing requitement. And the Florida League of Cities was working on some enhancement that could also be incorporated into the Town's ordinance. He will work with the Town Manager, the Town Planner, and the Building Official to amend the existing ordinance, to incorporate some of the elements from the other municipalities, for discussion at the January 2022 Council Meeting.

Council Member Salver asked if inspections, similar to those required for hotels, were required for the issuance of a Business Tax Receipt for Short Term Vacation Rentals.

Town Clerk Chang stated that the Building Official conducts inspections; Miami-Dade County inspects for life safety; and there are also inspections by the State.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 8:45 p.m.

_____

MAYOR

ATTEST

_____

TOWN CLERK

DRAFT

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

A Hybrid Meeting of the Town Council was held on Tuesday, November 30th, 2021, at 6:09 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 Stephanie Bruder
Council Member Molly Diallo	Council Member Jordan Leonard
Council Member Isaac Salver	Council Member Robert Yaffe

1. **Consideration** and **Approval** of an ordinance on second reading amending Sections 5-20 - 5-25 of Article II of the Town Code entitled Planning, Design and Zoning Board Approval to change the title ofsaid article to Design Review Board Approval.

> **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO THE PLANNING AND ZONING BOARD; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTILE II, SECTIONS 5-20 – 5-25 ENTITLED PLANNING & ZONING BOARD APPROVAL TO CHANGE THE TITLE OF SAID ARTICLE II TO DESIGN REVIEW BOARD APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Bruder suggested the mayor, or two members of the Town Council be allowed to call additional meetings of the Design Review Board, as well; to avoid people having to wait a month for a meeting.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and commented on House Bill 401 regulations.

Linda Zilber, 1231 95th Street, attended via zoom and spoke about the Council previously handling Planning & Zoning and of a Design Review Board existing in the past.

PUBLIC COMMENTS CLOSED

DRAFT

Discussion ensued regarding amendments to the proposed ordinance pertaining to calling additional meetings of the Design Review Board; for the Chair or two members of the Board, and for the mayor and two members of the Town Council to call these additional meetings; and to remove "approval" from the name of the Board.

ACTION: Council Member Bruder made a motion to approve the proposed ordinance as amended for the Chairperson or at least two members of the board, or for the mayor or at least two members of the Town Council to request additional meetings of the Design Review Board; and to remove "approval" from the Board's name. Council Member Salver seconded the motion, and it passed by a unanimous poll vote.

Other Items

Council Member Leonard proposed a new ordinance to address construction of more sustainable buildings in the town with the possibility of reduced parking requirements as an incentive to resolve the issue of the town not allowing underground parking. He thought the matter could be addressed at a Special Meeting in December. The Council continued discussion on the matter. Vice Mayor Tricoche opposed the reduction of parking spaces, especially with parking being an issue in the town. Additionally, she indicated she was not available for a meeting in December. Town Attorney Geller advised the Board that no action on the matter was to be taken at this time, and he suggested a workshop in December to further discuss the matter. Mayor Fuller also was not in favor of parking being reduced; but would support larger buildings providing extra parking for fulltime workers; and felt the item could be addressed in January, instead. Council Member Bruder opposed underground parking. Council Member Yaffe mentioned he would not be available for a meeting in December.

There was consensus by the Town Council to add a discussion item on the matter to the January 2022 Town Council Meeting Regular Meeting Agenda.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 6:35 p.m.

_____

MAYOR

ATTEST

DRAFT

_____

TOWN CLERK

DRAFT

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 4.

ITEM: Consideration and **Approval** of a resolution authorizing the Town to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a unified plan for the allocation and use of opioid litigation settlement proceeds. Enclosed is a copy of the Proposed Resolution, Interlocal Agreement and other supporting documents.

DESCRIPTION:
The proposed resolution would authorize the Town to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding ("MOU") and formal agreements implementing a unified plan for the allocation and use of opioid litigation settlement proceeds. The claims are against several opioid manufacturers and distributors to recover damages associated with opioid abuse in the County caused by their wrongful conduct.

The MOU sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds, and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date. The County must enter into the necessary agreements with the Municipalities by February 1, 2022.

Enclosed is a copy of the proposed resolution and other supporting documents.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Resolution - Opioid Litigation

2.	Attachment D - MDC Interlocal Agreement Governing Use of Regional Funds 11.29.21 v.2 (2) (1) (3)
3.	Exhibit A to Attachment D Interlocal Agreement (1) (1) (2)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN OF BAY HARBOR ISLANDS TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE SETTLEMENT OF THE OPIOID LITIGATION; SETTING AN EFFECTIVE DATE.

WHEREAS, the State of Florida and the cities and counties therein, including the Town of Bay Harbor Islands, have suffered harm because of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action in Pasco County, Florida, and several Florida cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the Town of Bay Harbor Islands is not a litigating participant in that action and other than through its participation with the State is foreclosed from any opportunity to recover for any losses suffered; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreement implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the Town of Bay Harbor Islands, and every other Florida city and county.

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

Section 1. Recitals. The foregoing facts and recitations contained in the preamble to this Resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2. The Town finds that participation in the Florida Plan would be in the best interest of the Town and its citizens in that such a plan ensures that almost all the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

Section 3. The Town hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A".

Section 4. The Mayor and the Town Clerk as attesting witness are hereby authorized to execute the Florida Plan in substantially the form contained in Exhibit "A", any formal agreement implementing a unified plan for the allocation and use of opioid settlement proceeds and all other necessary and customary documents in furtherance thereof on behalf of the Town.

Section 5. The Town Clerk is hereby directed to furnish a certified copy of this resolution to the State Attorney General Ashley Moody, C/O John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

Section 6. This Resolution shall become effective upon adoption.

Passed and adopted this 12th day of January 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
TOWN ATTORNEY

OPIOID SETTLEMENT
INTERLOCAL AGREEMENT GOVERNING USE OF
MIAMI-DADE COUNTY REGIONAL FUNDING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida ("County") and _____, a municipal corporation of the State of Florida located within the geographic boundaries of Miami-Dade County, Florida ("City").

RECITALS

WHEREAS, during the 2010s, failures in the manufacture and distribution reporting systems for opioids, such as noncompliance with the Controlled Substances Act as well as the over-prescribing of opioids, resulted in opioid abuse, misuse, overdoses, addictions, and deaths throughout municipalities, counties, and states across the nation and contributed to the public health emergency and crisis commonly referred to as the opioid epidemic; and

WHEREAS, the opioid epidemic was also driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, additionally, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, the State of Florida and Miami-Dade County as well as many of the municipalities therein were directly and detrimentally impacted by the opioid epidemic; and

WHEREAS, among other things, during the referenced timeframe, Florida ranked fourth in the nation for total health care costs attributed to opioid abuse and had the 11th highest drug overdose mortality rate in the nation with the number of drug overdose deaths in the state doubling from 1999 to 2014; and

WHEREAS, in addition, according to the 2015 annual report by the Florida Department of Law Enforcement, in the first half of 2015, heroin deaths jumped 100 percent in Miami-Dade County compared to the same period from the previous year, and deaths linked to fentanyl rose by 310 percent; and

WHEREAS, in response to such grim statistics and the crippling impact the opioid epidemic was having on Miami-Dade County, on January 24, 2017, the Miami-Dade Board of County Commissioners ("Board of County Commissioners") approved Resolution No. R-198-17, and created the Miami-Dade Opioid Addiction Task Force ("Task Force"); and

WHEREAS, the Task Force was charged with developing a comprehensive opioid addiction action plan to halt the opioid epidemic in Miami-Dade County, and make

recommendations to (1) reduce opioid overdoses, (2) prevent opioid misuse and addiction, (3) increase the number of persons seeking treatment, and (4) support persons in Miami-Dade County who are recovering from addiction; and

WHEREAS, at the July 6, 2017 Board of County Commissioners' meeting, the Task Force presented its Final Report, which included 26 recommendations and on April 26, 2019, the Task Force issued its 2019 Implementation Plan, which: (1) includes 25 recommendations—two of its recommendations were merged—from the Final Report; (2) provides the current status of such recommendations, i.e., In Progress, Ongoing and Complete; and (3) recognizes that the end of the opioid epidemic does not end with conclusion of the Task Force and provides that when the Task Force sunset on April 30, 2019, its work would transition to the Miami-Dade County Addiction Services Board; and

WHEREAS, the opioid epidemic necessitated the County and City to expend funding to address matters directly related to the public health crisis, including but not limited to educational materials or safety materials; and

WHEREAS, the opioid epidemic has not waned in the County or City; and

WHEREAS, the City continues to suffer the financial strain caused by the opioid epidemic; and

WHEREAS, likewise, the County endures the fiscal toll of the opioid epidemic while it continues to offer programing and services countywide to combat and mitigate the harmful effects of same in the community; and

WHEREAS, due to the opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retail pharmacies to seek redress for the great harm caused by the opioid epidemic; and

WHEREAS, said litigating governmental entities include Miami-Dade County and nearly a quarter of the municipalities located therein; and

WHEREAS, the lawsuits filed by the litigating governmental entities and the County were consolidated with thousands of other lawsuits filed by state, tribal and local governmental entities in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid MDL"); and

WHEREAS, although negotiations regarding potential settlements of claims raised against some Opioid MDL defendants are ongoing, other defendants have tentatively reached settlement agreements; and

WHEREAS, specifically, on behalf of the State of Florida and its local governments, the Florida Attorney General ("Attorney General") has tentatively reached two multi-year settlement agreements among various parties including: (1) McKesson Corporation, Cardinal Health, Inc.,

and AmerisourceBergen Corporation; and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (collectively, the "Settlement Agreements"); and

WHEREAS, pertinent negotiated terms of the Settlement Agreements include: (1) the settlement funds will be distributed to the State of Florida over an 18-year period as part of a global settlement, irrespective of whether the local government filed suit; (2) local governments must enter into the Florida Opioid Allocation and Statewide Response Agreement (the "Allocation Agreement"), attached hereto as Exhibit A, with the Attorney General to receive settlement monies; (3) the Allocation Agreement divides settlement monies into three funds, i.e., City/County Fund, Regional Fund, and State Fund; and

WHEREAS, the Allocation Agreement provides for the manner of distribution into each fund and purposes for which the monies may be used; and

WHEREAS, the Allocation Agreement requires that the County be deemed a "Qualified County" to be eligible to manage monies from the Regional Fund; and

WHEREAS, specifically, pursuant to the Allocation Agreement, a Qualified County is a county "that has a Population of at least 300,000 individuals and: (a) has an opioid task force or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population)" related to the expenditure of funds; and

WHEREAS, the parties recognize that local control over the Regional Fund is in the best interest of all persons within the geographic boundaries of Miami-Dade County and ensures that Regional Fund monies are available and used to address opioid-related matters within Miami-Dade County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional Fund monies pursuant to the Allocation Agreement,

NOW, **THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1. DEFINITIONS

A. Unless otherwise defined herein, all defined terms in the Allocation Agreement are incorporated herein and shall have the same meanings therein.

B. "Miami-Dade County Regional Funding" shall mean the amount of the Regional Fund distributed and paid to Miami-Dade County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, as long as the following conditions precedent have been satisfied:

A. Miami-Dade County being determined by the State of Florida to qualify as a "Qualified County" to receive and disburse Regional Fund monies under the Allocation Agreement;

B. Execution of this Agreement by the County and the City as required by the Allocation Agreement to enable Miami-Dade County to become a Qualified County and directly receive and disburse Miami-Dade County Regional Funding to the City;

C. Execution of all documents necessary to effectuate the Allocation Agreement in its final form; and

D. Filing of this Agreement with the Miami-Dade County Clerk of the Courts as provided in section 163.01(11), Florida Statutes.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder, commence upon the satisfaction of all conditions precedent identified in Section 2 above, run concurrently with the Allocation Agreement, and will continue until one (1) year after the expenditure of all Miami-Dade County Regional Funding, unless otherwise terminated in accordance with the provisions of the Allocation Agreement. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will survive the termination or expiration of this Agreement.

Section 5. MIAMI-DADE COUNTY REGIONAL FUNDING

A. Miami-Dade County Regional Funding must be used in accordance with the requirements of the Allocation Agreement.

B. Miami-Dade County Regional Funding may be used to enhance current programs or develop new programs. However, Miami-Dade County Regional Funding is not intended to supplant current funding sources or general funds.

C. Administrative Costs - The County is responsible for administering Miami-Dade County Regional Funding remitted pursuant to the Allocation Agreement and, County staff shall provide all support services including, but not limited to legal services, as

well as contract management, program monitoring, and reporting required by the Allocation Agreement. Accordingly, the County and City agree that the County is entitled to the maximum allowable administrative fee pursuant to the Allocation Agreement. The administrative fee will be deducted annually from Miami-Dade County Regional Funding, and the remaining funds will be spent as provided in the Allocation Agreement and distributed as provided herein.

D. The City shall receive no more than its pro rata share of Miami-Dade County Regional Funding, based on the Negotiation Class Metrics provided for in the Allocation Agreement.

E. Pursuant to the Allocation Agreement, the City and County may pool, commingle, or otherwise transfer, their shares of funds, in whole or part, to another county or municipality by written agreement.

F. The County shall disburse the City's pro rata share of Miami-Dade County Regional Funding no later than 60 days from its receipt of such funding from the State.

G. The City is encouraged to disburse a portion of its pro rata share of Miami-Dade County Regional Funding to Jackson Health System for the purposes provided for in the Allocation Agreement.

Section 6. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that the City receives Miami-Dade County Regional Funding directly from the County, the City must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Allocation Agreement. Failure to comply with this provision may disqualify the City from further direct receipt of Miami-Dade County Regional Funding. This remedy is not exclusive. The County has all rights at law and in equity arising from the City's non-compliance with or breach of this Agreement. In addition, the City shall:

i. Prior to May 31st of each year, provide information to the County about how it intends to expend its allocated portion of Miami-Dade County Regional Funding in the upcoming year;

ii. Report expenditures of its allocated portion of Miami-Dade County Regional Funding to the County no later than July 31st for the prior fiscal year of July 1 – June 30 annually; and

iii. comply with the administrative requirements of the Allocation Agreement, including but not limited to, recordkeeping, reporting, monitoring, evaluation, and auditing.

Section 7. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer, or employee creates any obligation to: (a) appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed; nor (b) appropriate or make monies available for the purposes of this Agreement other than from Miami-Dade County Regional Funding. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from available Miami-Dade County Regional Funding annually which are designated for regional use pursuant to the terms of the Allocation Agreement. No liability shall be incurred by the County beyond the funds budgeted and available for the purpose of the Agreement from Miami-Dade County Regional Funding. If funds are not received by the County from the Regional Fund for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the City in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the then current fiscal year without penalty to the County.

Section 8. INDEMNIFICATION

Subject to the limitations of section 768.28, Florida Statutes, as it may be amended, the City shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Additionally, the City shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by City or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

The City understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Office of the Inspector General. The attention of the City is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General ("IG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1 percent of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City from IG, the City shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a City of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the City, its subcontractors, and their respective officers, agents, and employees. The City shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the City, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the City, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the City or third parties.

Section 10. NOTICES

All notices or communication under this Agreement shall be in writing and deemed received if delivered by certified or electronic mail to the persons identified below:

In the case of notice or communication to CITY:

TO BE ADDED BY THE CITY

In the case of notice or communication to MIAMI-DADE COUNTY:

MIAMI-DADE COUNTY
Attn: Daniel T. Wall, Assistant Director
Miami-Dade County Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Daniel.Wall@miamidade.gov

With a copy to:

MIAMI-DADE COUNTY
Attn: County Attorney,
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
gbk@miamidade.gov

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address or contact person, written notice of such new address or contact person shall be promptly sent to the other party.

Section 11. SEVERABILITY

If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 12. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of both parties. Applicable amendments to the Allocation Agreement are deemed incorporated into this Agreement.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

Section 14. TOTALITY OF AGREEMENT / SEVERABILITY OF PROVISIONS

This Agreement with its recitals on the first page of the Agreement, signatures on the last page and exhibit as referenced below contain all the terms and conditions agreed upon by the parties:

Exhibit A: Florida Opioid Allocation and Statewide Response Agreement

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

Countersigned:

_____
Mayor-Commissioner

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

ATTEST:

_____
CLERK

CITY OF , FLORIDA

By: _____
City Manager

Attest:

_____
City Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Mayor's Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating -** Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements-** DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

_____ 11/15/2021
By: _____DATED
Its: _____

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 5.

ITEM: Consideration and **Approval** of Hazen and Sawyer's (Hazen) engineering services proposal for the amount of $41,740 to provide assistance to the Town in addressing the Cycle 3, Phase 1 Sanitary Sewer Evaluation Survey (SSES) requirements of the Miami-Dade County Department of Regulatory and Economic Resources (DERM) due on November 12, 2022.

DESCRIPTION:
Every 10 years all municipalities within the County shall submit to DERM, a Phase 1 Sanitary Sewer Evaluation Survey to demonstrate compliance with the Miami Dade County Code Chapter 24-42.2 Amendments deriving from the Miami Dade Water and Sewer Department Consent Decree with the United States Environmental Protection Agency. The following submittal deadline is in November 12, 2022.

The work to be performed by Hazen and required by the County includes a Smoke Test of the whole sanitary sewer system. The smoke test will help in determining the locations in the system that have defects such as cracks, leaks or faulty pipe connections. The work also includes flow monitoring of some locations in the system and the inspection of the sanitary sewer manholes to determine if there is infiltration entering the system.

The engineering services proposal for the amount of $41,740 is included in the attachments. This work will be performed through out 2022, during low and high rainy season as required by DERM.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
This is a budgeted item that was included as part of the 21-22 Adopted Budget (Sewer Fund). $37,000 are allocated for Mandated Smoke Testing of Sewer System on 402.5350.400031.000. In addition, $8,000 are allocated to the Mandated SSES Annual Report.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Mandated Smoke Testing of Sewer System	01/12/2022	$37,000	402.5350.400031.000		$37,000
Mandated SSES annual report: Hazen & Sawyer	01/12/2022	$4,740	402.5350.400031.000		$8,000

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

ATTACHMENTS

1.	Cycle 3 SSES Bay Harbor Islands - Proposal

Hazen and Sawyer
4000 Hollywood Boulevard, 750N • Hollywood, FL 33021

December 2, 2021

José Custodio, PE
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Cycle 3 SSES Assistance

Dear Mr. Custodio:

Hazen and Sawyer (Hazen) is pleased to provide this engineering services proposal to assist the Town of Bay Harbor Islands in addressing the Cycle 3, Phase 1 Sanitary Sewer Evaluation Survey (SSES) requirements due November 12, 2022 to the Miami-Dade County Department of Regulatory and Economic Resources, Environmental Resource Management (RER-DERM). These regulatory compliance requirements are pursuant to the Miami-Dade County Code Chapter 24-42.2 Amendments deriving from the Miami-Dade Water and Sewer Department Consent Decree with the United States Environmental Protection Agency. A scope of work and fee estimate are attached for your approval.

The proposed budget to collect the necessary data is $41,740. Budget-related assumptions are noted in Attachment B and briefly summarized herein.

- Task budgets are lump sum and arrived at using estimated quantities. For Tasks 6 through 10, only the amount corresponding to quantities actually used will be billed. For example, while a Task 8 budget of $3,800 is proposed based on an estimated need for two nights of night flow isolation, if only one night is performed then only $1,900 will be billed for Task 8.
- Task 1 (Collect wastewater flow data) assumes measurement of wastewater flow using the Town's SCADA system or via temporary installation of meters. Should temporary meters be required, subcontractor charges will also apply. Wastewater flow monitoring at three locations is required by RER-DERM.
- Task 3 (Conduct smoke testing) assumes that smoke testing will be done by a subcontractor. Smoke testing of 100 percent of the system is required by RER-DERM.
- Task 4 (Conduct manhole inspection) assumes that any inspection will be done by others, and subcontractor charges will apply should the Town elect to subcontract this work. Manhole inspection is not required by RER-DERM but may be needed to find sources of infiltration in any basins exceeding 5,000 gallons per day-inch-mile (gpdim).
- Tasks 8, 9, and 10 are not required by RER-DERM but may be needed to find sources of infiltration in any basins exceeding 5,000 gpdim.
- Task 11 (Phase 1 Report) is required by RER-DERM; however, this item will be budgeted and performed using the next fiscal year (2022-2023) budget.

Hazen

We are grateful for the opportunity to assist the Town in this assignment and prepared to initiate work upon receipt of authorization. Should you have any questions or wish to discuss this project, please call us at your earliest convenience.

Very truly yours,
HAZEN AND SAWYER, P.C.



Ethan Heijn
Senior Associate

c. Chris Kish

Hazen

ATTACHMENT A – SCOPE OF SERVICES
SANITARY SEWER EVALUATION SURVEY CYCLE 3 ASSISTANCE

PROJECT BACKGROUND

The Miami Dade County Code (MDCC) mandates that Volume Sewer Customers (VSCs) of the Miami-Dade Water and Sewer Department (MDWASD) perform a variety of activities related to collection system assessment, rehabilitation, and management. One such requirement concerns the completion of a Sanitary Sewer Evaluation Survey (SSES), followed by sewer rehabilitation and post-rehabilitation flow monitoring to assess compliance with the 5,000 gallon per day inch mile (gpdim) standard for infiltration and inflow (I-I) specified in the MDCC. The SSES requirements apply on a recurring ten-year cycle. The first and second cycles were completed in November 2006 and November 2016 respectively, and all MDWASD VSCs are now in the third SSES cycle. VSCs are required to complete the third cycle of SSES work in accordance with the schedule shown below.

SSES Requirements and Schedule

24-42.2(1), Dade County Code Requirement	Deadline for Cycle 3
Sanitary Sewer Evaluation Survey – Phase 1 VSCs must perform a system survey and flow measurement to identify basins above 5,000 gpdim. VSCs must prepare a final **Rehabilitation Plan** identifying specific repairs to reduce I-I. For Cycle 3 of the SSES, DERM is requiring smoke testing of 100 percent of the gravity system to locate sources of inflow.	11-12-22
Sanitary Sewer Evaluation Survey – Phase 2 VSCs must complete the **Rehabilitation Plan** and conduct post-rehabilitation flow measurement to demonstrate compliance with 5,000 gpdim criterion. DERM requires final measurements between June 1st and November 30th of any given year.	11-12-26

As a VSC of MDWASD, the Town of Bay Harbor Islands (OWNER) is subject to the SSES requirements outlined above. The following table summarizes the primary SSES activities for both Phase 1 and Phase 2 and associated level of effort.

Required SSES Activities and Level of Effort

Activity No.	SSES Phase	Activity Description	Level of Effort
1	Phase 1	Flow monitoring and basin prioritization. Salinity monitoring is also required for coastal basins.	All basins for which flow data more recent than 11/12/12 is not available.
2	Phase 1	Smoke testing.	All basins.
3	Phase 1	Investigation at OWNER's discretion including night flow isolation, closed-circuit television inspection, and/or manhole inspection.	Basins exceeding 5,000 gpdim (from Activity 1).
4	Phase 1	Phase 1 report with rehabilitation plan.	Basins exceeding 5,000 gpdim (from Activity 1) and basins with smoke testing defects (from Activity 2).
5	Phase 2	Rehabilitation/repair work.	Priority repairs in Phase 1 report rehabilitation plan (from Activity 4).

Required SSES Activities and Level of Effort

Activity No.	SSES Phase	Activity Description	Level of Effort
6	Phase 2	Post-rehabilitation flow monitoring.	Basins exceeding 5,000 gpdim (from Activity 1) following completion of rehabilitation/repair work (from Activity 5).
7	Phase 2	Phase 2 report with post-rehabilitation flow monitoring results.	Basins exceeding 5,000 gpdim (from Activity 1) following completion of rehabilitation/repair work (from Activity 5).

Notes:

1. While the above-listed deliverables are DERM requirements, it should be noted that the Owner will ultimately be required to perform whatever repairs are needed to (a) correct the smoke testing defects and (b) reduce night flow in each basin to below 5,000 gpdim. Accordingly, it is not necessary to perform all of the listed tasks in a strictly sequential fashion. The Owner should perform priority repairs as soon as they are identified, and post-rehabilitation flow monitoring can be conducted between June 1st and November 30th of any given year to document compliance.

It is noted that the Miami-Dade Department of Regulatory and Economic Resources, Environmental Resources Management (RER-DERM) has initiated revisions to the Cycle 3 SSES guidelines. At this time, RER-DERM has not yet released a final version of the revised guidelines.

SCOPE OF SERVICES

Hazen and Sawyer (HAZEN) will provide engineering services to assist the OWNER with SSES compliance consisting of the tasks listed below. In an effort to minimize the total cost of the work, HAZEN has developed a collaborative approach that relies on the performance of some subtasks by OWNER personnel as specified herein.

Task 1. Collect wastewater flow data

Task 2. Collect wastewater salinity data

Task 3. Conduct smoke testing (by others)

Task 4. Conduct manhole inspection (discretionary by others)

Task 5. Analyze wastewater flow and salinity data and prioritize basins

Task 6. Analyze smoke testing data and develop repair recommendations

Task 7. Analyze manhole inspection data and develop repair recommendations (discretionary allowance)

Task 8. Perform night flow isolation and provide video inspection recommendations (discretionary allowance)

Task 9. Review mainline inspection video and develop repair recommendations

Task 10. Review lateral inspection video and develop repair recommendations (discretionary allowance)

Task 11. Assist in Phase 1 Report development including system-level characterization for wastewater versus potable water usage, rainfall, tidal influence, and groundwater

elevation; basin-level prioritization; and rehabilitation plan based on findings from manhole inspection, smoke testing, and video inspection (to be budgeted and performed in Fiscal Year 2022-2023)

Each task is further described in sequence below.

Task 1 – Collect wastewater flow data

Subtasks by HAZEN

- Obtain wastewater flow data from subcontractor and OWNER records.

Subtasks by OWNER

- Measure wet well fill volumes when requested by HAZEN.
- Provide access throughout the project to engineering and operations staff for field visit accompaniment when required and interviews to help supplement existing data and document existing conditions.

Task 2 – Collect wastewater salinity data

Subtasks by HAZEN

- Collect wastewater samples and submit to a subcontracted laboratory for chloride analysis via EPA Method 300.

Subtasks by OWNER

- Provide access throughout the project to engineering and operations staff for field visit accompaniment when required and interviews to help supplement existing data and document existing conditions.

Task 3 – Conduct smoke testing (by others)

Subtasks by HAZEN

- Provide a specification for the smoke product to be used. Coordinate with the OWNER concerning communications to residents.
- Place door hangers in advance of the smoke testing to advise residents, in English and Spanish, of the tests.
- Provide adequate notification to the fire department and police department of the anticipated smoke testing schedule.
- Ensure that operators who participate in the smoke testing are trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- Smoke test gravity sewer mains using a high volume blower, along with smoke canisters or liquid smoke to generate the smoke. Smoke will be non-toxic, odorless, and non-staining.
- Document each case of smoke coming out of the ground, catch basins, pipes and other sources during the test and record the following information:
    - Date and personnel.
    - Street address.
    - GPS coordinates of the smoke source.

- Area and type of surface drained by the leak.
- Designation as to whether defect is located on public (utility) property or private (customer) property, pursuant to guidance to be provided by the OWNER.
- Description of the defect to facilitate follow-up location and repair.
- Digital photograph of smoke coming out of the ground, catch basins, pipes and other sources during the test. To the extent possible, photographs will show the maximum amount of smoke from the leak, the exact source of smoke, and the location of the smoke with reference to some recognizable topographic feature such as a building.

- Provide a Technical Memorandum including smoke inspection forms and the following additional information:
  - A location map showing the location of each smoke source with respect to streets and avenues. The location map shall be of a scale suitable to allow the OWNER and/or its contractors to find the approximate location of the smoke source.
  - A photograph showing the exact location of the smoke source along with the date, address, GPS coordinates, description of the smoke source, and indication as to whether the smoke source is on private or public property.
  - A summary table for each basin including, for each smoke source, the street address, longitude and latitude, description, public/private designation, and page number of associated photo in report. This summary table shall also be provided in electronic format (Microsoft Excel).

Subtasks by OWNER

- Appoint one contact person, and one backup person, for coordination of activities and for specific assistance as may be required to HAZEN including:
  - Identify areas to be tested and provide a sewer atlas showing manhole numbers.
  - Notify and coordinate with local police and fire departments.
  - Communicate with traffic authorities.
  - Assist with providing access to the work site and all right-of-ways with sufficient area for the placement of personnel and equipment.
  - Locate and expose any manhole.
  - Relieve system surcharging, if required, in advance of smoke testing activities.
  - Discuss and provide direction concerning electronic data delivery format.

Task 4 – Conduct manhole inspection (by others)

Subtasks by HAZEN

- Determine the physical condition of manholes, and use information obtained during the physical survey, to estimate rehabilitation costs and select rehabilitation methods.
- Identify problem areas, such as buried manholes, and help verify the sewer maps.
- Inspect each manhole with the use of a strong artificial light or reflected sunlight and record the following data:
  - Manhole designation.
  - Manhole size and opening.

- Number and size of holes, if any, in manhole covers.
- Cover defects enabling inflow into the system.
- Susceptibility to ponding (submergence of the cover during wet weather).
- Sketch of invert showing direction of flow.
- Construction materials and conditions of cover, frame, chimney, corbel, wall, steps, bench and channel.
- Quantification of visible sources of infiltration.
- Special problems and conditions, such as surcharges.
- Type and quantity of debris in the manhole.
- Incoming and outgoing sewer lines connected to the manhole.

- Safety procedures will be strictly followed during the manhole inspection phase. Traffic will be rerouted by means of traffic cones when manholes are located in the street. After manhole covers are removed, gas detectors will be used to determine the presence of hydrogen sulfide (H2S) and methane (CH4) gases, if required for manhole entry. Photographs will be taken to document the manhole physical conditions.

Subtasks by OWNER

- Appoint one contact person, and one backup person, for coordination of activities and for specific assistance as may be required to HAZEN including:
  - Identify areas to be tested and provide a sewer atlas showing manhole numbers.
  - Notify and coordinate with local police and traffic authorities.
  - Assist with providing access to the work site and all right-of-ways with sufficient area for the placement of personnel and equipment.
  - Locate and expose any manhole.
  - Relieve system surcharging, if required, in advance of inspection activities.
  - Discuss and provide direction concerning electronic data delivery format.

Task 5 – Analyze wastewater flow and salinity data and prioritize basins

Subtasks by HAZEN

- Analyze wastewater flow data with a focus on the so-called “night flow” time period between 1:00 AM and 5:00 AM when actual wastewater flow is minimal and the majority of flow is infiltration. RER-DERM requires that post-rehabilitation flow monitoring data be collected between June 1 and November 30. Tabulate and present data in units of gpdim.
- Review salinity results from Task 2 and characterize the extent of tidal influence suggested by the data.

Subtasks by OWNER

- Respond to information requests by CONSULTANT as required.
- Assist in collection of data for potable water usage if required for analysis of post-rehabilitation wastewater flow.

Task 6 – Analyze smoke testing data and develop repair recommendations

Subtasks by HAZEN

- Process, evaluate, and electronically store the results of the smoke testing; confirm preliminary repair recommendations; and record recommendations and a preliminary repair cost estimate for use in the SSES Phase 1 Report.

Subtasks by OWNER

- Respond to information requests by CONSULTANT as required.

Task 7 – Analyze manhole inspection data and develop repair recommendations

Subtasks by HAZEN

- Process, evaluate, and electronically store the results of the manhole inspections; confirm preliminary repair recommendations; and record recommendations and a preliminary repair cost estimate for use in the SSES Phase 1 Report.

Subtasks by OWNER

- Respond to information requests by CONSULTANT as required.

Task 8 – Perform night flow isolation and provide video inspection recommendations

Subtasks by HAZEN

- Analyze the system and select locations for night flow isolation.
- Access the manholes during the night flow period and document observations regarding sources and estimated rates of flow.
- Provide a brief summary report upon completion with findings and recommendations for follow-up video inspection and/or repair actions as warranted.

Subtasks by OWNER

- Accompany HAZEN in field. Perform lift station pump-downs and/or shutdowns, and locate and open manholes, as requested by HAZEN.

Task 9 – Review mainline inspection video and develop repair recommendations

Subtasks by HAZEN

- Analyze inspection video and reports provided by a specialty sewer inspection contractor or by OWNER forces.
- Record and document the nature and location of pipe conditions that may require intervention and/or correction, including:
    - Offset or separated joints
    - Protruding or damaged service connections
    - Roots or solids accumulations
    - Cracked or broken pipe
    - Other defects that may permit groundwater infiltration or compromise structural or operational integrity.
- Develop infiltration estimates, repair recommendations, and estimated costs as warranted.

- Develop a list of assets to be repaired based on review of videotapes and reports.
- Identify “suspect” laterals to be inspected at a later time using specialized equipment. (During inspection of the mains the camera will stop and pan the laterals to look for steady, clear flow indicative of infiltration. Actual television inspection internal to the laterals will not be performed at this time. Based on the results of this inspection of the mains, a more informed decision can be made concerning the need for a focused lateral inspection program.)

Subtasks by OWNER

- None.

Task 10 – Review lateral inspection video and develop repair recommendations

Subtasks by HAZEN

- Analyze inspection video and reports provided by a specialty sewer inspection contractor or by OWNER forces.
- Record and document the nature and location of pipe conditions that may require intervention and/or correction, including:
    - Offset or separated joints
    - Roots or solids accumulations
    - Cracked or broken pipe
    - Other defects that may permit groundwater infiltration or compromise structural or operational integrity.
- Develop infiltration estimates, repair recommendations, and estimated costs as warranted.
- Develop a list of assets to be repaired based on review of videotapes and reports.

Subtasks by OWNER

- None.

Task 11 – Phase 1 Report development

Subtasks by HAZEN

Conduct system-level characterization for wastewater versus potable water usage, rainfall, tidal influence, and groundwater elevation:

- Collect one year of potable water and wastewater monthly flow volumes from OWNER.
- Collect one year of rainfall data from a selected SFWMD station representing the OWNER service area.
- Collect one year of groundwater elevation data from a selected USGS station representing the OWNER service area.
- Collect one year of tidal data from a selected NOAA station representing the OWNER service area.
- Analyze collected data to illustrate relationships, if observable, between groundwater elevation, rainfall, tidal fluctuations and potable water usage on metered wastewater values.
- Present basin-level prioritization based on wastewater flow and salinity analysis.
- Organize field inspection data using an electronic database system. Process, evaluate, and electronically store the results of smoke testing, manhole inspection, video inspection, and/or other inspection activities as applicable. Estimate flow rates associated with I/I sources, confirm preliminary

repair recommendations and record recommendations and a preliminary repair cost estimate in the database.

- Prioritize the recommended rehabilitation work based on cost-effectiveness and other factors. Rehabilitation of a collection system main line, manhole or service line is typically termed "cost-effective" when the cost of rehabilitation to remove a given amount of extraneous flow is less than the cost of continuing to transport, treat, and dispose of that same amount of extraneous flow. The cost analysis involves the following steps.
    - Estimate the cost of rehabilitation of each main line, manhole, or service line defect.
    - Calculate the approximate cost to transport, treat, and dispose of the extraneous flow associated with that defect.
    - Compare the costs developed in the previous two steps and determine the “payback period” of the repair (the number of years to recover the repair cost).
    - Other factors are considered in addition to cost-effectiveness. Factors such as structural condition, public nuisance, health hazards, system hydraulics, and operation and maintenance demand may become the determining factor as to whether a given repair is assigned a higher priority for rehabilitation.
- Use the database to generate rehabilitation summary sheets that identify each defect and provide the following associated information:
    - Collection basin number.
    - Upstream and downstream manhole number.
    - Pipe length, diameter, depth and material.
    - Defect description, I/I quantification, repair method, estimated repair cost, and estimated payback period.
- Sort and organize the rehabilitation summary sheets by drainage area, repair category, and payback period. Rehabilitation summary sheets will be used to develop contractor task assignments to be awarded in the rehabilitation program under a subsequent phase of work.
- Develop a report to document the Phase 1 work in accordance with RER-DERM’s most recent guidelines. The report will document the tasks performed, provide a summary of findings along with rehabilitation recommendations and costs for the elimination of excessive I/I sources, identify I/I sources, provide estimates of associated rates, and recommend appropriate repair technologies with projected costs.
- Provide three copies of draft report for review by OWNER.
- Meet with OWNER to review draft report.
- Provide three bound copies and one electronic copy (PDF format) of the final report.
- Attend a meeting with RER-DERM, if requested by OWNER, to discuss the report findings and possible follow-up tasks.

<u>Subtasks by OWNER</u>

- None.

Attachment B - Tasks, Quantities, and Preliminary Program Schedule

	Tasks	Unit	Unit Cost	Number of Units	Total	Comments	2021							2022											2023	2024	2025	2026	Notes
							JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC					
1	Collect wastewater flow data	Each basin	$207	3	$621	Receive existing SCADA data or meter data. Additional subcontractor charges will apply.													X	X										
2	Collect wastewater salinity data (where applicable)	Each basin	$605	3	$1,815														X	X										
3	Conduct smoke testing	Linear foot	$0.41	43,250	$17,733	By others.									X	X														
4	Conduct manhole inspection	Each manhole	$139	0	$0	Discretionary. Assume by others.														X	X									
5	Analyze wastewater flow and salinity data and prioritize basins	Each basin	$747	3	$2,241															X										
6	Analyze smoke testing data and develop repair recommendations	Linear foot	$0.14	43,250	$6,081	Applies to review of smoke testing data produced by others. Not applicable if Task 3 done by Hazen.										X	X	X												
7	Analyze manhole inspection data and develop repair recommendations	Each manhole	$25	50	$1,272	Applies to review of manhole inspection data produced by others. Not applicable if Task 4 done by Hazen.															X	X	X							
8	Perform night flow isolation and provide video inspection recommendations	Each night	$1,900	2	$3,800	Discretionary allowance.														X										
9	Review mainline inspection video and develop repair recommendations	Linear foot	$0.69	7,500	$5,140	Discretionary allowance.														X	X	X								
10	Review lateral inspection video and develop repair recommendations	Each lateral	$122	25	$3,038	Discretionary allowance.															X	X	X							
11	Assist in Phase 1 Report development	Each report	$19,645	0	$0	Develop report for all basins per DERM requirements. (To be performed in FY 2022-2023.)																X	X	X						
	TOTAL				**$41,740**																									

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292
+1 9414085091
dion@ussiusa.com

Estimate

ADDRESS
Hazen and Sawyer
Attn: Ethan Heijn
4000 Hollywood Blvd
Suite 750N North Tower
Hollywood, FL 33021

SHIP TO
Hazen and Sawyer
Attn: Ethan Heijn
4000 Hollywood Blvd
Suite 750N North Tower
Hollywood, FL 33021

ESTIMATE # 1694
DATE 07/15/2021
EXPIRATION DATE 08/16/2021

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (Bay Harbor Islands)	43,250	0.41	17,732.50

Bay Harbor Islands

TOTAL **$17,732.50**

Contract through Hazen And Sawyer

Accepted By

Accepted Date

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 6.

ITEM: Consideration and **Approval** to issue a Request for Qualifications (RFQ) to get an Engineering Design Consulting Firm for the planning evaluation, preparation of Concept Design and Design Criteria Package and serve as Owner's Rep for the Broad Causeway Drawbridge Replacement Project. Enclosed is a copy of the proposed Request for Qualifications Packet.

DESCRIPTION:
The purpose of the Request for Qualifications is to seek an Engineering Design Consultant to prepare a Project Development and Environment (PD&E) Study, Concept Designs and Design Criteria Package for the replacement of the existing Broad Causeway Bridge. The existing bridge was built in 1951, and is not in compliance with modern day requirements.

Although repairs and improvements have been done in the past to this bridge, being the most recent the bridge improvements project in 2014, there are some hazardous conditions that were not possible to incorporate. The width of the existing sidewalks is 3 feet, which is the minimum for ADA requirements, but there are no passing zones every 200 feet. The recommended width for the sidewalks should be 6 feet. In addition, the shared lane for bicycles and vehicles represent a safety hazard given the width of the existing lanes (10 feet). It is recommended to have wider lanes (12 feet minimum) and dedicated bike lane outside of the vehicles lane.

It is required the Consultant that each concept design proposed, shall consider and provide the continuation of traffic while the new bridge is being built.

The funding for construction is expected to be by Grants, therefore typical grant requirements are been added to the RFQ (LAP certification knowledge, PD&E Study, CBE Requirements, etc).

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
Although there is no fiscal impact at the moment with the issuance of this RFQ, this is a budgeted item for this fiscal year. The FY21-22 Budget includes $500,000 for the Design of Causeway Bridge.

BUDGET IMPACT:

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

ATTACHMENTS

1.	RFQ_Concept Design Bridge_113021

TOWN OF
BAY HARBOR ISLANDS

Project No. – BC – XXX

BROAD CAUSEWAY DRAWBRIDGE (#875101) - SR-922 REPLACEMENT CONCEPT DESIGN

Request for Qualifications

January XX, 2022

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BROAD CAUSEWAY DRAWBRIDGE REPLACEMENT – CONCEPT DESIGN
TOWN OF BAY HARBOR ISLANDS
BC - xxx

INVITATION TO BID

Issue Date: January 24, 2022

All interested parties are hereby notified that the Town of Bay Harbor Islands (the "Town") is accepting sealed bids for the Project "**BROAD CAUSEWAY DRAWBRIDGE REPLACEMENT (#875101) – SR-922 – CONCEPT DESIGN - RFQ" Project, No. BC-XXX**.

Work under this Project includes but is not limited to engineering services in the planning, conceptual design including design criteria package preparation, grant application and processing support, cost estimating, owner's representative, in complete and strict accordance with specifications in the Request for Qualifications.

Proposers must demonstrate experience in FDOT Project, PD&E Studies, Bridge Design, LAP Projects, Owner's Representative services, and must demonstrate a level of expertise, technical knowledge, innovation and overall capacity to provide the engineering services.

A mandatory **Pre-Bid Conference** will be held on **February 11, 2022, 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. BC-XXX
BROAD CAUSEWAY DRAWBRIDGE REPLACEMENT – CONCEPT DESIGN - RFQ

All bids must be submitted in sealed envelopes to the Town Clerk on or before March 8, 2022, 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

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 February 25, 2022, 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. BC – XXX
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
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 March 1, 2022.**

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 **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:

4.2.1 Consultant's Qualification Statement;
4.2.2 Non-Collusion Affidavit
4.2.3 Any Addenda;
4.2.4 Copy of Licenses
4.2.5 Corporate/Company Resolution, or Partnership Resolution, evidencing authorization to Submit Bid; and
4.2.6 Evidence of Insurability.

4.3 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 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.

4.4 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.

4.5 **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 Broad Causeway Drawbridge Replacement – Concept Design" Project No. BC-XXX, and the Bidder's name and address.**

4.6 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.

4.7 The Bidder shall be registered as a vendor with the Town's Building Department following the Notice of Award by the Town.

5.0 QUALIFICATIONS OF BIDDERS

5.1 Each Bidder shall complete the 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 Form and all items listed in Section 4.2 will constitute grounds for rejection of the Bid as non-responsive.

5.2 The Bidders may be disqualified, and their Bids rejected for any of the following reasons:
5.2.1 The bid is not responsive, and/or responded with errors and omissions.
5.2.2 Reason to believe that collusion exists among Bidders.
5.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
5.2.4 The Bidder's uncompleted work load which in the judgment of the Town may cause detrimental impact on prompt completion of this Project.
5.2.5 The Bidder is or has been involved in any litigation against the Town.
5.2.6 The Bidder has defaulted on any previous contract or is in arrears on any existing contract on any public or private matters.
5.2.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
5.2.8 The Bidder's previous work with the Town has resulted in claims from third parties and or subconsultants.

5.3 The Town reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award.

5.4 It shall be a requirement of this Bid that there are no related party transactions between the Bidder and any employee, agent or consultant 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 consultant, 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.

5.5 PUBLIC ENTITY CRIMES ACT -In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant/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 consultant/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 Consultant/Contractor shall result in rejection of the Bid, termination of the contract, and may cause Consultant/Contractor debarment.

6.0 MODIFICATION AND WITHDRAWAL OF BID

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

7.0 OPENING OF BIDS

7.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid.

7.2 The Bidder agrees to maintain all terms of the Bids available for 120 days from the date and time of bid opening.

8.0 CONTRACT TIME AND PERFORMANCE

8.1 The Work to be performed under the Contract Documents shall be commenced upon issuance of a Notice to Proceed by the Town. As part of their proposal, Bidder shall submit a preliminary schedule of deliverables.

8.2 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 Consultant/Contractor is

expected to provide the necessary manpower and management to meet the time schedule as established.

9.0 LIQUIDATED DAMAGES

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

10.0 GOVERNING LAWS AND REGULATIONS

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

11.0 INSURANCE/EVIDENCE OF INSURABILITY

11.1 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.

11.2 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.

12.0 SUBCONSULTANT LIST

12.1 The Bidder shall submit a list of names and addresses of the subconsultants and major material suppliers proposed for the principal portions of the Work and shall include such information on the Qualifications Statement.

12.2 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.

12.3 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.

13.0 LICENSES, PERMITS AND FEES

13.1 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 Consultant/Contractor shall be responsible for filing and obtaining all permits for the Work. The Consultat/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

13.2 The Bidder shall provide a copy of following license:
Firm - A State of Florida Professional Engineer License
Project Manager and Subs – State of Florida Professional Engineer Licenses

13.3 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.

14.0 CONE OF SILENCE

14.1 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.

14.2 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.

15.0 CONFLICT OF INTEREST

15.1 The Consultant shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require contracts to inert in each of their subcontractors, the following provisions.

"No member, officer or employee of the firm 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."

16.0 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:

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 Once the bid protest is resolved, the Town will proceed with the bid award, except as exempted in 2, above.

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 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 make copies available to any person upon request.

BROAD CAUSEWAY DRAWBRIDGE REPLACEMENT (#875101) – SR-922
CONCEPT DESIGN – REQUEST FOR QUALIFICATIONS
TOWN OF BAY HARBOR ISLANDS
BC - XXX

SCOPE OF WORK

1. EXISTING CONDITIONS

The Town of Bay Harbor Islands (TOWN) owns, operates and maintains four (4) bridges along SR-922 within the Town Limits. These bridges are: a) the West Relief Bridge (#875105) connecting the Town with the City of North Miami, built in 2006, b) Middle Bridge (#875102) connecting the Town's East and West Islands, built in 1958 c) East Relief Bridge (#875103) connecting the Town with Surfside and Bal Harbour, built in 1963 ***d) Intracoastal Broad Causeway Drawbridge (#875101), built in 1951.***

The Broad Causeway Drawbridge is a movable-bascule bridge with a structural length of approximately 1,630 feet. The existing roadway width (curb to curb) is approximately 40 feet (2 lanes on each direction) with a 3 feet sidewalk on each side. The outside lane on each direction is a shared line with bicycles. The Bridge went through an extensive repairs project in year 2014, extending its useful life. Drawing plans of the repairs previously done can be found in **Exhibit C.**

The Average Daily Traffic for this bridge in 2015 was 21,216 with a Future Average Daily Traffic of 22,440 in 2037. The bridge was last inspected by FDOT inspectors in January 2020 and a recent inspection started in January 2022 (every 24 months). The Condition Rating and Evaluation from 2020 for some components of the bridge are shown in the Table below;

Attribute	Value
Bridge Railings (36A)	0 – Does not meet currently acceptable standards
Transitions (36B)	1 – Meets currently acceptable standards
Approach Guardrail (36C)	1 – Meets currently acceptable standards
Bridge Guardrail Ends (36D)	0 – Does not meet currently acceptable standards
Deck Condition Rating (58)	5 – Fair Condition
Superstructure Condition Rating (59)	5 – Fair Condition
Substructure Condition (60)	7 – Good Condition
Channel Protection Condition (61)	7 – Channel remediation is in satisfactory condition
Culvert Condition (62)	N – Not a culvert
Structural Evaluation Appraisal (67)	5 – Better Than Minimum Adequacy
Deck Geometry Appraisal (68)	2 – Intolerable; High Priority Replacement
Underclearance Appraisal Vertical Horizontal (69)	N – N/A
Waterway Adequacy Appraisal (71)	7 – Better Than Present Minimum Criteria
Approach Alignment Appraisal (72)	4 – Minimum Tolerable
Scour Critical Bridges Code (113)	5 – Foundations Stable

Some of the issues the Town is experiencing with the existing bridge are;

Maintenance Issues (Bascule) – For the past years, the Town has been experiencing an increase in maintenance costs related to the operation of the Bascule Bridge. These costs will keep increasing as the mechanical components of the bridge keep aging. In addition to the mechanical component's maintenance, there are also structural repairs that are always needed to the deck grating welds.

Operation of the bridge openings during peak hours is another concern from other neighboring municipalities, since it creates traffic backups within their limits.

Power Generation – The existing emergency power generator is undersized to operate both bascule wings at the same time during power outages. When there is a power outage the TOWN only has the capacity to lift only one bascule wing, when compared to normal operation of both wings at the same time.

Traffic Lane Width – The existing width of the traffic lanes in the bridge is approximately 9.5 - 10 feet. Both approaches to the bridge (Causeway Island to the West and Kane Concourse to the East) are 12 feet wide. These narrow lanes are a safety hazard specifically in the approaches (horizontal and vertical curves). These lanes shall be minimum 12 feet wide.

Existing Sidewalks - Although in compliance with the minimum ADA sidewalk width of 36 inches (3 feet), the existing sidewalk does not have the recommended passing spaces every 200 feet for sidewalks that are less than 60 inches (5 feet) wide. In addition, there are no guardrails dividing the sidewalk from the roadway. In the past, the TOWN has evaluated the installation of guardrails but the installation of these could cause a problem with the minimum sidewalk width, and safety hazards with pedestrian traffic.

Bicycles – Currently since there is no additional space to add buffered bike lanes, bicyclists are sharing the outside traffic lane with vehicle users, creating a safety hazard for both. In peak hours of traffic this hazard condition increases.

In addition, the grate openings near the bascule side of the bridge also affects bike travel. Several bike accidents have been reported on this portion of the bridge because of this situation.

2. SCOPE OF WORK

The Town has issued this Request for Qualifications (RFQ) to solicit Qualifications packages from Consulting Firms for the planning, conceptual design including Design Criteria, grants application and processing, owner's representative for the Broad Causeway Drawbridge Replacement Project.

The Work shall include, but not limited to the following;

a. Evaluation of the existing conditions and data provided by the Town, County, State and any other agency who might have involvement in the Project.

b. Preparation of a Project Development and Environment (PD&E) Study in compliance with the FDOT Requirements. Consultant shall demonstrate experience on this type of studies.
c. Preparation of different Concept Designs for the new bridge. The Town is very interested in a fixed type bridge (not movable components). The clearance height under the bridge shall be coordinated with regulatory agencies (US Coast Guard, among others). Consultant shall consider in their concept design the continuity of traffic flow during the replacement project.
d. Consultant shall be responsible to prepare a Design Criteria Package (Including 30% design plans) for the selected Design-Build Project following FDOT requirements.
e. Selected Consultant shall be able to coordinate and meet with all regulatory agencies involved in the Project including but not limited to the Town, County, FDOT, US Coast Guard, USACE, FDEP, etc.
f. Selected Consultant shall coordinate, attend and conduct Public Meetings and meetings with Town staff and Elected Officials.
g. Provide assistance to the Town in the procurement of Federal, State and Local Grants for the funding of the Project.
h. Provide assistance to the Town in the procurement of permits required for the Project.
i. Consultant shall serve as the Owner's Representative for the duration of the Design-Build Project.

The Consultant shall provide a complete and through approach to conduct and deliver the project. The Qualifications package shall demonstrate a complete understanding of the Project and the Town objectives as well as include how the Consultant intends to address the issues discussed above.

EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS

1. A Committee has been established to review and evaluate all qualifications submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the Town in making this preliminary finding of qualifications of the respondents are the experience of the firm and the staff, qualifications of the project manager, project understanding and approach, DBE distribution and adherence to the RFQ requirements.

2. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements will disqualify a submittal.

3. The Town reserves the right to reject any and all submittals and to waive irregularities in the procedures. The Town further reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the Town to do so.

4. The Selection process will be conducted in two (2) phases: (1) Competitive Selection – ranking of the most qualified; (2) Competitive Negotiations – Negotiations of Contract with Top ranked firm; as provided by Section 287.055, Florida Statutes. **The Town may request, accept and consider proposal for the compensation to be paid under the proposed contract only during the competitive negotiations phase, NOT during the competitive selection phase.**

A. **Phase I – Competitive Selection Ranking.** The evaluation factors used for determining the Qualifications for rankings include:

Criteria	Points
Qualification and Experience of the Firm and Subconsultants	35
Qualifications of the Project Manager	25
Project Understanding and Approach	30
DBE	5
Adherence to instructions of Request for Proposals	5
TOTAL OF 100 POSSIBLE POINTS	**100 Points**

The Committee may require public presentations by firms regarding their qualifications, approach to the project or work, and ability to furnish the required services. All final rankings shall be subject to the Town Council Approval.

B. **Phase II – Competitive Negotiations.** Following ranking of the most qualified firm, the Town may negotiate a contract with the most qualified firm for the proposed services with the procedures of Section 287.055 (5), Florida Statutes, including the procedures authorizing negotiations with successively ranked firm if negotiations with

the highest ranked firm fails. All Contracts shall be subject to approval by the Town Council.

5. RFQ TIMETABLE AND EVALUATION/SELECTION PROCESS

Activity	Date
RFQ Available to Public	01/24/2022
Pre-Bid Meeting	02/11/2022
Deadline for Receipt of Questions	02/25/2022
Proposal Submission Deadline	03/08/2022

Copies of this RFQ 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 solicitation. Such Proposers are solely responsible for those risks.

6. 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.

To facilitate review and evaluation, the SOQ Document prepared in response to this RFQ shall provide the following information in the **order shown.**

A. Checklist Form:

1. Respondents shall fully complete and sign the Submittal Form as provided.

B. Cover Letter:

1. Cover Letter on company letter head signed by person authorized to submit the proposal. Letter must include contact person with their telephone number, e-mail address and mailing address. The type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of the company shall also be included in the Cover Letter.

C. Qualifications and Experience of the Firm and Sub-consultants:

1. Respondents shall indicate the firm's experience in providing the proposed services specifically for the Florida Department of Transportation (FDOT). Provide

descriptions of similar projects successfully developed by the firm within the last five (5) years, identifying the similarities to this project. Respondents shall include the name of the project, dates, specific services provided by the firm, construction cost, and contact person of the Project Owner. Respondents shall provide licenses for the firm and subconsultants and any other pertinent information shall be submitted. The respondents shall describe the firm's ability to manage and provide the services requested in this RFQ. Provide an organization chart showing all individuals, including their titles, to be assigned to this project, including from the subconsultant's side. Respondent shall identify the staff person 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.

D. Project Manager's Qualifications:

1. Respondents shall identify the Project Manager who will be responsible for the quality and timeliness of the PD&E Study, concept design work, coordinate and conduct meetings with the Town (Elected Officials, Staff, and residents), FDOT and regulatory agencies, and ensuring that the adequate personnel and other resources are available for the proposed project. The Project Manager shall have experience working with FDOT Projects.
2. Respondents shall provide a summary of the education, experience and qualifications pertaining to the management of all phases of the proposed project. Project Manager shall be a registered Professional Engineer in the State of Florida. License registration shall be submitted as part of the SOQ document.

E. Project Understanding and Approach:

1. Respondent shall provide a description of the Firm's Understanding of the Requirements of the RFQ.
2. The description shall clearly identify the Firm's Understanding of the Project Requirements and include:
    a. Demonstration of experience and knowledge of the scope of work required.
    b. Project Approach.
    c. Understanding FDOT's Requirements for Bridge Replacement Projects.
    d. Provide a written narrative demonstrating knowledge, methodology, policies, and procedures to accomplish the proposed project as outlined in the Scope of Work.
    e. Provide approach for Public Outreach and Maintenance of Traffic.
    f. Demonstrate knowledge and approach to obtaining Grant Funding for the construction of the project.
    g. Identify the significant features and potential issues that may be encountered and possible steps to eliminate or minimize those issues.

h. Provide Preliminary Schedule for Concept Design completion from NTP to 30% Design Completion.
i. Describe the Firm's procedures for scope change and control, and cost control and quality control. This should include a description of the Firm's Control measures regarding any proposed sub-consultant work related to the proposed project.
j. Provide approach for Owner's representative services once the future Design-Build Project starts.

F. Disadvantage Business Enterprise (DBE) Status:

1. Firms shall identify whether they are or not a DBE Firm. If a DBE Firm, please provide proper certification information. This information pertains to both the Prime Consultant and sub-consultants. Provide in a Table Format (Task Name, Company, % of work, and Total) how the work will be distributed. Some Agencies for Grants purposes require a certain percentage of the work to be performed by DBE Firms.

G. Bid Forms:

1. Completely Executed Bid Forms.

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:

Broad Causeway Drawbridge (#875101) – SR922 Replacement – Concept Design RFQ, Project No. BC-XXX, 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 Engineering Services, with the Town to perform all Work and any Additional Services as specified or indicated in the Bidding Documents 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 Engineering Services, 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).

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, together with 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 Engineering Firm and has completed similar projects within the last five years. This information has been provided on the Consultant'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.

7.01 The following documents are attached to and made a condition of this Bid:

A. Consultant's Qualifications Statement, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
B. Non-Collusion Affidavit
C. Copy of State of Florida's License;
D. 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.: _____

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 _____.

CONSULTANT'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:

_____
_____

5. Number of employees assigned to this Project:

_____
_____

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

_____

7. Provide Firm's License, and expiration date:

_____
_____
_____

8. How many years has your organization been in business as an Engineering Firm? 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. _____

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 subconsultants and 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 subconsultants(s) may not be amended after award of the contract without the prior 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. State the name of your proposed Project Manager and give details of his or her qualifications and experience in managing similar work.

_____
_____
_____
_____
_____
_____

17. 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.)

_____
_____
_____
_____
_____
_____

17.1 The correct name of the Bidder is:

_____
_____
_____

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

_____
_____
_____

17.3. 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 Subconsultants (s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have work on 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 _____

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

CONSULTANT:

_____
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

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)

5. The response to the attached Invitation to Bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 202__.

_____

NOTARY PUBLIC
My Commission Expires:

BROAD CAUSEWAY DRAWBRIDGE (#875101) – SR922 REPLACEMENT
CONCEPT DESIGN – REQUEST FOR QUALIFICATIONS
TOWN OF BAY HARBOR ISLAND
BC-XXX

ADDENDUM NO. 1

Issued:* _____ *(Date)

Project: Broad Causeway Drawbridge (#875101) – SR922 Replacement Concept Design

Project No. BC - ___

Notice to All Bidders:

ADDENDA TO BE PLACED HERE

Issued By: _____
Name

PROOF OF RECEIPT

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

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ___ day of _____ 20__, by and between:

TOWN OF BAY HARBOR ISLANDS, a Florida municipality, (hereinafter referred to as "TOWN")

and

_____., a _____ _____ (hereinafter [State] if not Florida add - authorized to do business in the State of Florida. [Entity type] referred to as "CONSULTANT").

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida at its meeting of _____, 20__ authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of _____, RFQ No._____ (the "Agreement") ;and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated _____, 20__ and any duly authorized and executed Amendments to Agreement.

1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay identified amounts to the Contractor for services performed by the Contractor at the Project.

1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the TOWN authorizing a revision of this agreement between the TOWN and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

1.4 TOWN: The Town of Bay Harbor Islands, a Florida municipality.

1.5 TOWN MANAGER: The Town Manager of the Town of Bay Harbor Islands, Florida.

1.6 COUNCIL: The Town Council of the Town of Bay Harbor Islands, Florida, which is the governing body of the TOWN government.

1.7 CONSTRUCTION COST: The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.

1.8 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.10 CONSULTANT: _____, the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the Town of Bay Harbor Islands, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.12 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.

1.13 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

1.14 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.15 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.16 OMISSION: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer

in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.

1.18 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

1.19 PRELIMINARY PLANS: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.20 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN's discretion.

1.21 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

1.22 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the TOWN and the CONSULTANT.

1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure

that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: _____ as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

5.1 The Project will be divided into "Tasks."

5.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

5.3 Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

5.3.1 Providing additional copies of reports, contract drawings and documents; and

5.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.

5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

5.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Council approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1 The initial term of this Agreement shall be for ___ (__) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for _____(__) successive one (__) year terms under the same terms, conditions, and compensation as set forth herein.

6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

6.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the

Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

6.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

6.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work

hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent

of TOWN's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

7.4.3 Payments are made by TOWN to CONSULTANT using a Checks.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

8.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the parties for amounts in the aggregate under $20,000 per project. In the event of a dispute in an amount over $20,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Miami Dade County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN, and shall make a recommendation for any award based on TOWN's Purchasing Ordinance.

9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost

Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

9.3 The CONSULTANT shall provide the TOWN with a list of recommended, prospective proposers.

9.4 The CONSULTANT shall attend all pre-proposal conferences.

9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.

9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

9.7 The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

9.8 The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the TOWN which would not be incurred without the Error.

9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the TOWN which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for Errors and Omissions.

9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost,

the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

9.8.4 To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the TOWN.

9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under $20,000 per project. In the event of a dispute in an amount over $20,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Miami Dade County, Florida.

ARTICLE 10
TOWN'S RESPONSIBILITIES

10.1 TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

10.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

10.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

10.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, plans, studies, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, plans, studies, spreadsheets, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not, and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN’s request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.1 It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services

rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2 This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.2.5 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the TOWN of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the

Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

CONSULTANT shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN, all public records in possession of the CONSULTANT upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation,

or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

Historically, the TOWN has been able to achieve great participation levels by MBE/WBE firms in TOWN projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the TOWN maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the TOWN prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

_____
_____
_____
_____
(or attach as an exhibit if more appropriate)

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF TOWN

11.9.1 CONSULTANT shall defend, counsel being subject to TOWN's approval, and indemnify and hold harmless TOWN, and TOWN's officers and employees from any and all claims, liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, any award of attorneys' fees and any award of litigation costs, in connection with or arising directly or indirectly out of any act or omission by the CONSULTANT or by any officer, employee, agent, invitee, subcontractor, or subconsultant of the CONSULTANT. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and TOWN attorney, any sums due the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Agreement have

been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.9.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.9.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.10 LIMITATION OF TOWN'S LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN'S liability for any cause of action arising out of this Agreement, so that the TOWN'S liability for any breach never exceeds the sum of $100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of $100.00 less the amount of all funds actually paid by the TOWN to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the TOWN shall not be liable to the CONSULTANT for damages in an amount in excess of $100.00, which amount shall be reduced by the amount actually paid by the TOWN to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN'S liability as set forth in Section 768.28, Florida Statutes, or to extend the TOWN'S liability beyond the limits established in said Section 768.28; and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the TOWN under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

A. The Commercial General Liability insurance policy shall name the Town of Bay Harbor Islands, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the

insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The CONSULTANT shall provide the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Bay Harbor Islands, Public Works Director, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

COMMERCIAL GENERAL LIABILITY

A. Limits of Liability:

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required:

Town of Bay Harbor Islands included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors

AUTOMOBILE BUSINESS

A. Limits of Liability:

Bodily Injury and Property Damage Liability	
Combined Single Limit	$2,000,000
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	

B. Endorsements Required:
Waiver of Subrogation

WORKERS' COMPENSATION

Limits of Liability: Statutory-State of Florida

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit
Each Occurrence $1,000,000
General Aggregate Limit $2,000,000
Deductible not to exceed 10%
Must be in effect for at least five (5) years after Project completion

11.11.3 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Town's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.

B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF TOWN AND CONSULTANT

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all

communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless

TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Miami Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. . BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Telephone: (305)455-7275

With a copy to: Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Telephone: (305)455-7275

Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Telephone: (305)455-7275

CONSULTANT: _____
_____
_____

11.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

11.31 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any

deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Miami Dade County, the Town of Bay Harbor Islands, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.33 SCRUTINIZED COMPANIES

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The TOWN may terminate this Contract at the TOWN's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida

By _____
MARIA LASDAY, Town Manager

(CORPORATE SEAL)

ATTEST:

_____
ALBA CHANG
Town Clerk

CONSULTANT

WITNESSES:

_____

_____
(Witness print name)

_____

_____
(Witness print name)

_____

By_____
Name: _____
Title: _____

ATTEST:

By_____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____day of _____, 20__, by _____ as _____, of _____. They are ☐ personally known to me or ☐ have produced _____ as identification.

(SEAL)

_____
Notary Public, State of
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:

_____
Commission Number

EXHIBIT “A”

SCOPE OF SERVICES

The CONSULTANT shall perform the following professional services related to a contract for _____ consultant services and shall include, but not be limited to, the following services as authorized by individual Task Orders for individual projects.

EXHIBIT “B”

HOURLY BILLING RATES FOR TASK ORDERS

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 CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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).

EJCDC No. 1910-8 (1996 Edition)

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National Society of Professional Engineers
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 of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property

monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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 i accordance with paragraph 13.07; and

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

5.05 *OWNER's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementar Conditions, OWNER shall purchase and maintain propert insurance upon the Work at the Site in the amount of the ful replacement cost thereof (subject to such deductible amount as may be provided in the Supplementary Conditions o required by Laws and Regulations). This insurance shall:

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

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

3. include expenses incurred in the repair o replacement of any insured property (including but no 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 m furnish or utilize a substitute means, method, techniq sequence, or procedure of construction approved by ENG NEER. CONTRACTOR shall submit sufficient informati to allow ENGINEER, in ENGINEER's sole discretion, determine that the substitute proposed is equivalent to th expressly called for by the Contract Documents. The proc dure for review by ENGINEER will be similar to th provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowe a reasonable time within which to evaluate each proposal submittal made pursuant to paragraphs 6.05.A and 6.05.E ENGINEER will be the sole judge of acceptability. N "or-equal" or substitute will be ordered, installed or utilize until ENGINEER's review is complete, which will b evidenced by either a Change Order for a substitute or a approved Shop Drawing for an "or equal." ENGINEER wi advise CONTRACTOR in writing of any negativ determination.

D. *Special Guarantee:* OWNER may require CON TRACTOR to furnish at CONTRACTOR's expense a specia performance guarantee or other surety with respect to an substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER wil 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.E 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 at law.

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

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

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

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

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work

Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

B. CONTRACTOR shall also submit 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, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be

considered administrative costs covered by the CONTRACTOR's fee.

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

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

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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

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

11.02 *Cash Allowances*

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

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

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

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

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

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

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

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

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

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 responsibili-

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.

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.

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

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.

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 multifamility 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.

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.

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 indeminify, 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

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

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.

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 Line or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, CONTRACTOR shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the CONTRACTOR or by any Potential Lienor in connection with any Work for which OWNER has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the TOWN, CONTRACTOR must furnish the Partial Waiver upon Progress Payment Statutory Waiver and Final Release

from each Potential Lienor, in the form prescribed by TOWN, together with a Contractor's Affidavit and Partial Release, in the form prescribed by the TOWN. Further as a condition precedent to the receipt of the final payment, the CONTRACTOR shall provide TOWN with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by TOWN, together with a Contractor's Affidavit and Final Release. Each Release given to the TOWN shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work performed through the date of the Release. For any Potential Lienor who has served a Notice to Owner and/or Notice to Contractor, but who has not provided labor, services or materials during the period of time covered by an Application for Payment, the CONTRACTOR shall provide a Zero Dollar Release in the form prescribed by TOWN. CONTRACTOR shall comply with all requirements of Florida Statutes, Chapter 713. CONTRACTOR agrees to indemnify, defend and hold the OWNER harmless from and against any and all liens or other claims whatsoever filed against the TOWN or the TOWN's property by any Potential Lienor for 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.

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 entirely.

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 entirely.

Delete paragraph 15.03.A.4 in its entirely.

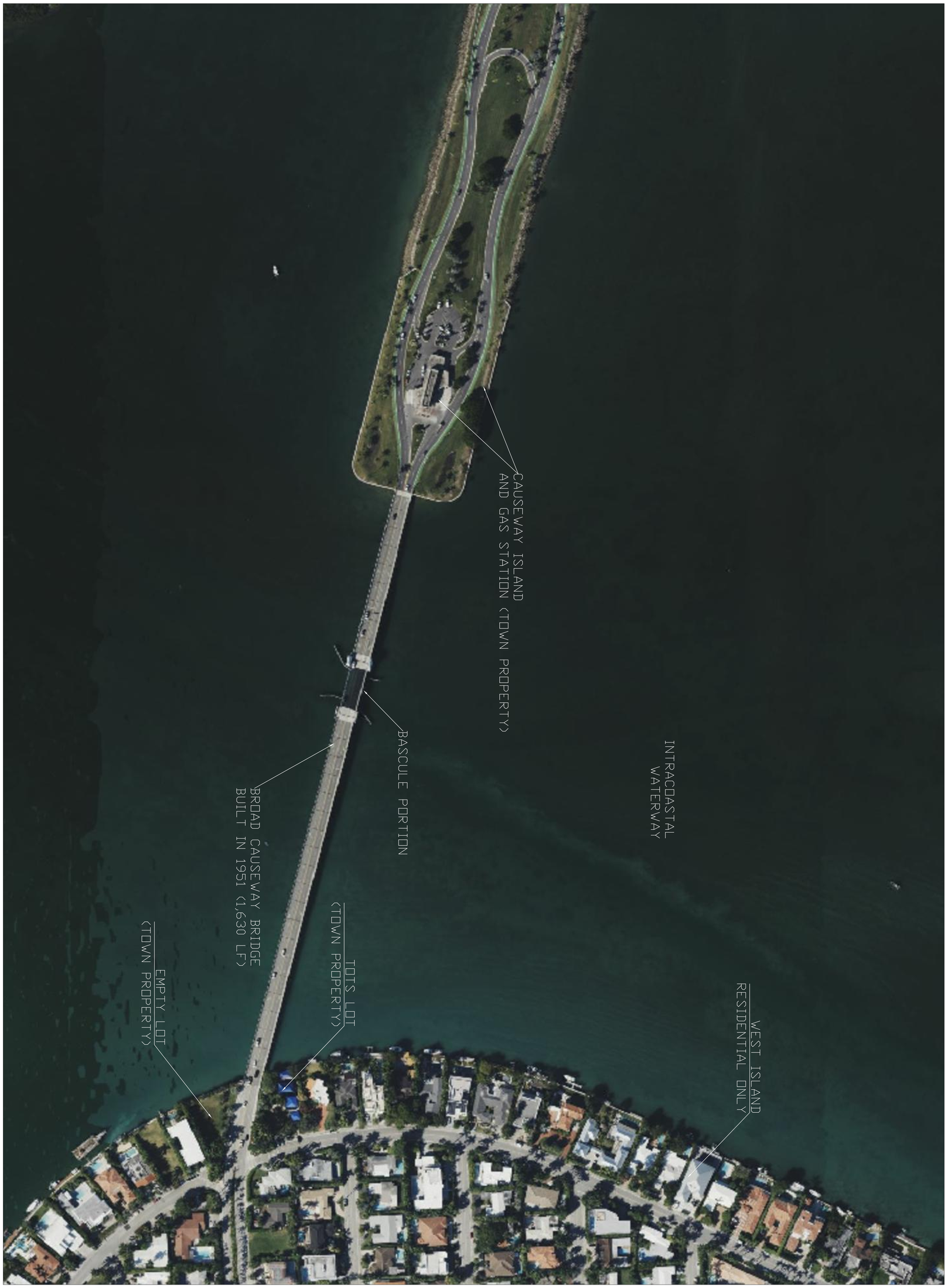
SC-15.04

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

EXHIBIT A

AERIAL VIEW

C:\USERS\JCUSTODIO\DESKTOP\NEW BRIDGE\DRAWING2_RECOVER.DWG



AERIAL MAP

SHEET NO. C01 OF 01

CAD FILE: BHI-XXX-XX

DRAWING FILE NO.

PROJECT # BC-XXX
BROAD CAUSEWAY INTRACOASTAL
DRAWBRIDGE REPLACEMENT PROJECT
AERIAL VIEW
SR-922, BAY HARBOR ISLANDS, FLORIDA

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

TOWN OF BAY HARBOR ISLANDS
PUBLIC WORKS DEPARTMENT
ENGINEERING
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

DRAWN BY:	DATE: 11/12/2021
DESIGNED BY:	SCALE: NTS
CHECKED BY:	
FIELD BOOK:	

ENGINEER:

REG. No:
DATE: #DATE

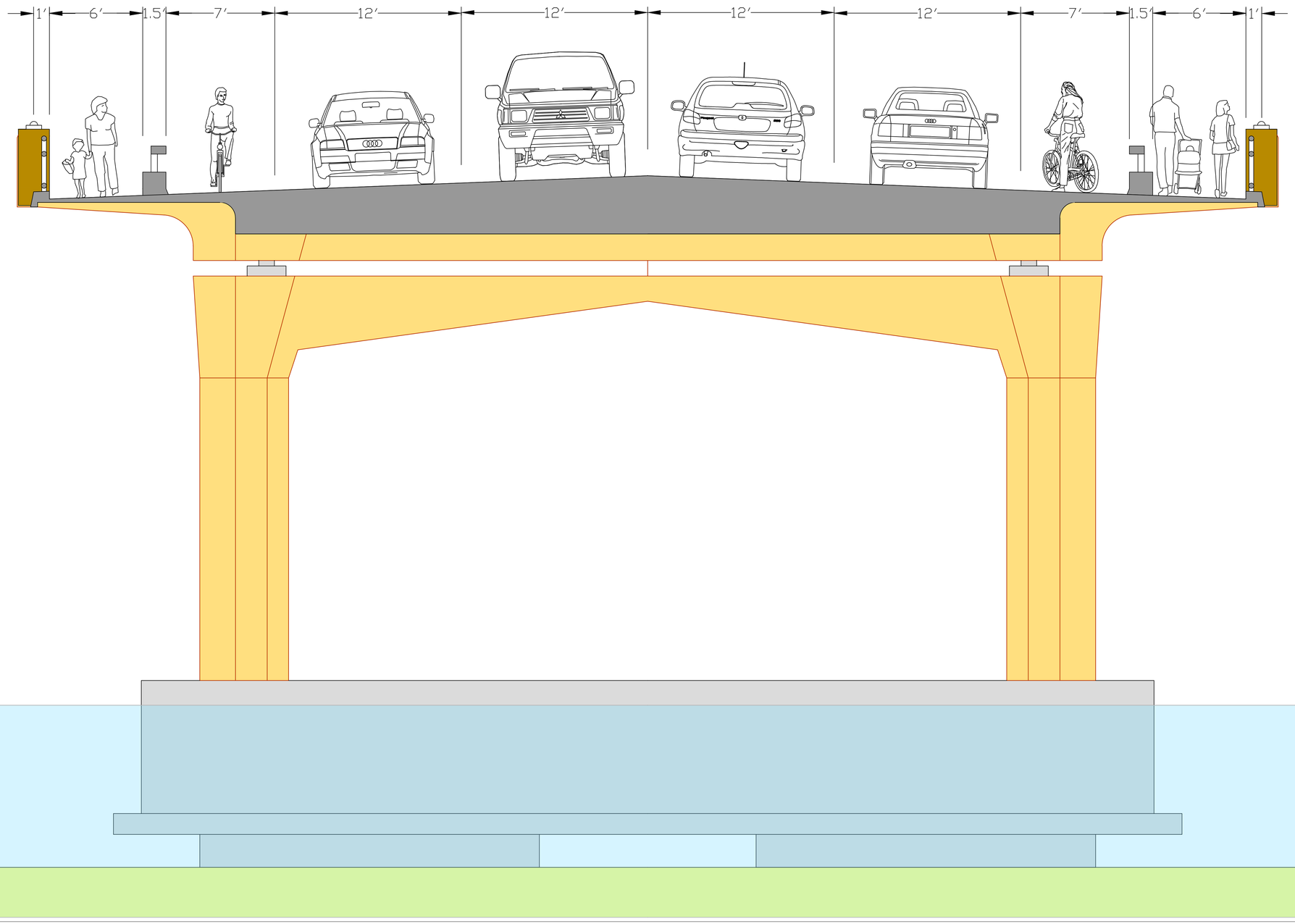
TEL:
FAX: #Fax

EXHIBIT B

TOWN'S PROPOSED CROSS-SECTION

SR–922 (BROAD CAUSEWAY DRAWBRIDGE) OVER THE INTRACOASTAL WATERWAY

PROPOSED TYPICAL SECTION



CONCEPTUAL

C:\USERS\JCUSTODIO\DESKTOP\NEW BRIDGE\DRAWING2.DWG

ENGINEER:
REG. No:
DATE: #DATE
TEL:
FAX: #Fax

DRAWN BY:
DESIGNED BY:
CHECKED BY:
DATE: 11/12/2021
SCALE: NTS
FIELD BOOK:

TOWN OF BAY HARBOR ISLANDS
PUBLIC WORKS DEPARTMENT
ENGINEERING
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

REVISIONS

NO.	DATE	BY	CK'D	DESCRIPTION

PROJECT # BHI-XXX
BROAD CAUSEWAY INTRACOASTAL
DRAWBRIDGE REPLACEMENT PROJECT
PROPOSED TYPICAL SECTION
SR-922, BAY HARBOR ISLANDS, FLORIDA

SHEET NO. C01
OF 01
TOTAL: 01
CAD FILE: BHI–XXX–XX
DRAWING FILE NO.

EXHIBIT C

PLANS OF PREVIOUS LARGE REPAIR PROJECT PERFORMED IN THE BRIDGE

COMPONENTS OF CONTRACT PLANS SET

STRUCTURES PLANS

INDEX OF STRUCTURE PLANS

SHEET NO.	SHEET DESCRIPTION

SEE SHEET NO. B-2 FOR PLAN INDEX

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, 2014 DESIGN STANDARDS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2014 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:
http://www.dot.state.fl.us/rddesign/

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE:
http://www.dot.state.fl.us/specificationsoffice/

REVISIONS

⚠1 Sheets B-3, B1-3, B1-44, B1-46, B1-68 (Revised 7/19/14)

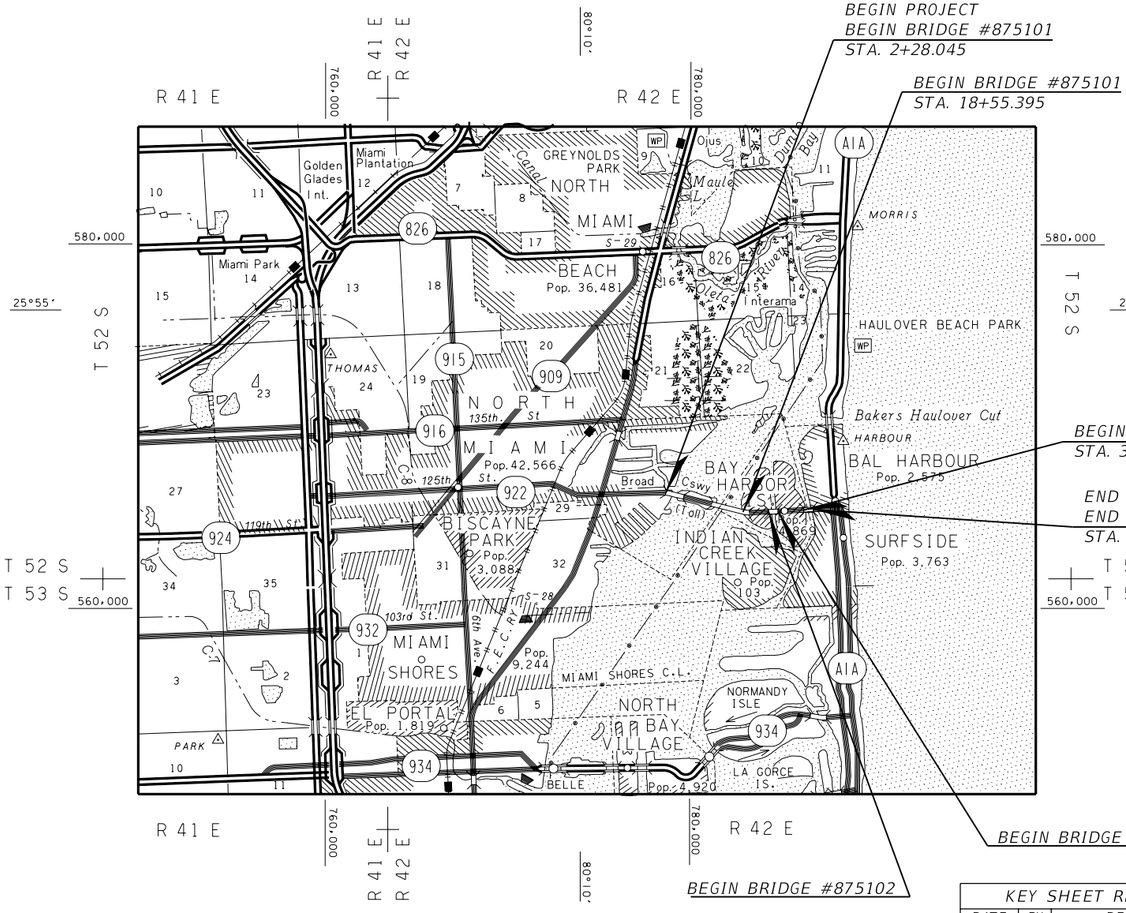
⚠2 Sheets B-3 Thru B-15, B1-1, B1-2, B1-3, B1-7, B1-12, B1-16 Thru B1-45, B1-47, B1-49, B1-67, B1-68, B1-69, B1-71, B1-72, B1-77, B1-79, B1-92, B1-94, B1-108, B1-110, B2-1, B3-1, B3-3 (Revised 10/7/14)

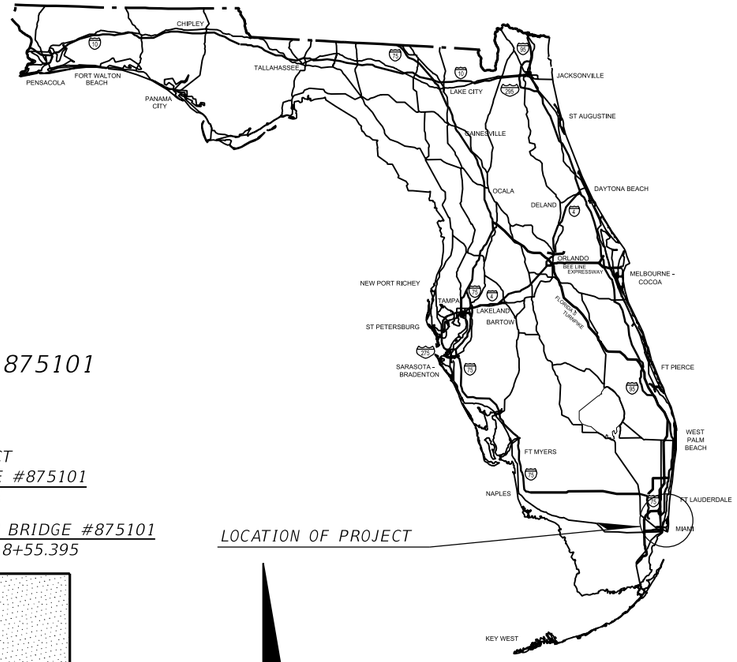
TOWN OF BAY HARBOR ISLANDS

CONTRACT PLANS

PROJECT ID BC142
MIAMI-DADE COUNTY
STATE ROAD NO. 922

BROAD CAUSEWAY OVER INTRACOASTAL WATERWAY BRIDGE NO. 875101
NE 96th ST OVER BAY HARBOR WATERWAY BRIDGE NO. 875102
KANE CONCOURSE OVER INDIAN CREEK BRIDGE NO. 875103





STRUCTURE SHOP DRAWINGS
TO BE SUBMITTED TO:
STEVE HEDGE
HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PKWY.
SUITE 544
SUNRISE, FL 33323

PLANS PREPARED BY:

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PKWY.
SUITE 544
SUNRISE, FL 33323
VENDOR NO. VF-131-842-518-001
CERTIFICATE OF AUTHORIZATION
NO. 29741

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

LENGTH OF PROJECT

	LINEAR FT.	MILES
ROADWAY	N/A	N/A
BRIDGES	2141.68	0.41
NET LENGTH OF PROJ.	2141.68	0.41
EXCEPTIONS	N/A	N/A
GROSS LENGTH OF PROJ.	2141.68	0.41

BAY HARBOR PROJECT MANAGER: RANDY DANIELS, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

STRUCTURE PLANS
ENGINEER OF RECORD: Timothy J. Noles

P.E. NO.: 49891

FISCAL YEAR	SHEET NO.
14	B-1

INDEX OF SHEETS

SHEET NO.	DWG. NO.	SHEET DESCRIPTION
		GENERAL DRAWINGS
B-1	G-1	BRIDGE KEY SHEET
B-2	G-2	INDEX OF SHEETS
B-3	G-3	SUMMARY OF PAY ITEMS
B-4	G-4	GENERAL NOTES (1 OF 2)
B-5	G-5	GENERAL NOTES (2 OF 2)
B-6	G-6	ENVIRONMENTAL NOTES (1 OF 2)
B-7	G-7	ENVIRONMENTAL NOTES (2 OF 2)
B-8	G-8	TRAFFIC CONTROL GENERAL NOTES AND TYPICAL SECTION
B-9	G-9	TRAFFIC CONTROL DECK OVER COUNTERWEIGHT SECTION
B-10	G-10	TRAFFIC CONTROL PLANS (1 OF 3)
B-11	G-11	TRAFFIC CONTROL PLANS (2 OF 3)
B-12	G-12	TRAFFIC CONTROL PLANS (3 OF 3)
B-13	G-13	SPALL REPAIR DETAILS (1 OF 2)
B-14	G-14	SPALL REPAIR DETAILS (2 OF 2)
B-15	G-15	EXPANSION JOINT REPAIR DETAILS
		BRIDGE NO. 875101
		SUBSTRUCTURE REPAIR DRAWINGS
B1-1	A-1	GENERAL PLAN AND ELEVATION (1 OF 2)
B1-2	A-2	GENERAL PLAN AND ELEVATION (2 OF 2)
B1-3	A-3	APPROACH SPAN TYPICAL SECTIONS
B1-4	A-4	BRIDGE GUARDRAIL PLAN AND ELEVATION
B1-5	A-5	CONCRETE BARRIER TRANSITION DETAILS
B1-6	A-6	TRAFFIC SIGNAL AND TRAFFIC GATES SUPPORT DETAILS
B1-7	A-7	CATHODIC PROTECTION SYSTEM PLAN
B1-8	A-8	PIER CATHODIC PROTECTION SYSTEM
B1-9	A-9	CATHODIC PROTECTION CIRCUIT DIAGRAM
B1-10	A-10	PIER CATHODIC PROTECTION SYSTEM ELECTRICAL DETAILS
B1-11	A-11	PIER CATHODIC PROTECTION DETAILS
B1-12	A-12	COLUMN REPAIR DETAILS
B1-13	A-13	COLUMN REPAIR BAR LIST
B1-14	A-14	CONCRETE REPAIR SCHEDULE (1 OF 2)
B1-15	A-15	CONCRETE REPAIR SCHEDULE (2 OF 2)
B1-16	A-16	BENT 2 REPAIR LOCATIONS
B1-17	A-17	BENT 3 REPAIR LOCATIONS
B1-18	A-18	BENT 4 REPAIR LOCATIONS
B1-19	A-19	BENT 5 REPAIR LOCATIONS
B1-20	A-20	BENT 6 REPAIR LOCATIONS
B1-21	A-21	BENT 7 REPAIR LOCATIONS
B1-22	A-22	BENT 8 REPAIR LOCATIONS
B1-23	A-23	BENT 9 REPAIR LOCATIONS
B1-24	A-24	BENT 12 REPAIR LOCATIONS
B1-25	A-25	BENT 13 REPAIR LOCATIONS
B1-26	A-26	BENT 14 REPAIR LOCATIONS
B1-27	A-27	BENT 15 REPAIR LOCATIONS
B1-28	A-28	BENT 16 REPAIR LOCATIONS
B1-29	A-29	BENT 17 REPAIR LOCATIONS
B1-30	A-30	BENT 18 REPAIR LOCATIONS
B1-31	A-31	BENT 19 REPAIR LOCATIONS
B1-32	A-32	BENT 20 REPAIR LOCATIONS
B1-33	A-33	BENT 21 REPAIR LOCATIONS
B1-34	A-34	BENT 22 REPAIR LOCATIONS
B1-35	A-35	BENT 23 REPAIR LOCATIONS
B1-36	A-36	BENT 24 REPAIR LOCATIONS
B1-37	A-37	BENT 25 REPAIR LOCATIONS
B1-38	A-38	BENT 26 REPAIR LOCATIONS
B1-39	A-39	BENT 27 REPAIR LOCATIONS
B1-40	A-40	BENT 28 REPAIR LOCATIONS
B1-41	A-41	BENT 29 REPAIR LOCATIONS
B1-42	A-42	BENT 30 REPAIR LOCATIONS

SHEET NO.	DWG. NO.	SHEET DESCRIPTION
		FENDER SYSTEM DRAWINGS
B1-43	A-43	NEW FENDER SYSTEM LAYOUT
B1-44	A-44	FENDER SYSTEM ELEVATION
B1-45	A-45	FENDER SYSTEM DETAILS (1 OF 2)
B1-46	A-46	FENDER SYSTEM DETAILS (2 OF 2)
B1-47	A-47	FENDER ACCESS PLATFORM
B1-48	A-48	FENDER SYSTEM BILL OF MATERIALS
		APPROACH SPAN DRAWINGS
B1-49	A-49	APPROACH SPAN REPAIR DETAILS
		BASCULE SPAN SUPERSTRUCTURE DRAWINGS
B1-50	BL-1	BASCULE SPAN PLAN AND ELEVATION
B1-51	BL-2	BASCULE SPAN FRAMING PLAN (1 OF 2)
B1-52	BL-3	BASCULE SPAN FRAMING PLAN (2 OF 2)
B1-53	BL-4	BASCULE SPAN CONSTRUCTION SEQUENCE
B1-54	BL-5	BASCULE SPAN TYPICAL SECTION
B1-55	BL-6	BASCULE SPAN FLOORBEAM 1
B1-56	BL-7	BASCULE SPAN FLOORBEAM 4
B1-57	BL-8	BASCULE SPAN REAR GUIDE BRACKET
B1-58	BL-9	BASCULE SPAN LOCK BAR ACCESS PLATFORM
B1-59	BL-10	BASCULE SPAN REPAIR DETAILS
B1-60	BL-11	BASCULE SPAN NEW DECK PLAN
B1-61	BL-12	BASCULE SPAN DECK DETAILS (1 OF 3)
B1-62	BL-13	BASCULE SPAN DECK DETAILS (2 OF 3)
B1-63	BL-14	BASCULE SPAN DECK DETAILS (3 OF 3)
B1-64	BL-15	BASCULE SPAN DECK OVER COUNTERWEIGHT
B1-65	BL-16	BASCULE SPAN BALANCE (1 OF 2)
B1-66	BL-17	BASCULE SPAN BALANCE (2 OF 2)
		CONTROL HOUSE DRAWINGS
B1-67	TH-1	CONTROL HOUSE EXISTING ELEVATIONS
B1-68	TH-2	CONTROL HOUSE NEW ELEVATIONS
B1-69	TH-3	CONTROL HOUSE FLOOR PLAN AT CONTROL LEVEL
B1-70	TH-4	CONTROL HOUSE ROOF FRAMING PLAN
B1-71	TH-5	CONTROL HOUSE NEW SECTIONS
B1-72	TH-6	CONTROL HOUSE DETAILS
B1-73	TH-7	GENERATOR HOUSE EXISTING ELEVATIONS
B1-74	TH-8	GENERATOR HOUSE NEW ELEVATIONS
B1-75	TH-9	GENERATOR HOUSE FLOOR PLAN AT ROADWAY LEVEL
B1-76	TH-10	GENERATOR HOUSE ROOF FRAMING PLAN
B1-77	TH-11	CONTROL HOUSE AND GENERATOR HOUSE DETAILS
B1-78	TH-12	UTILITY PLATFORM DETAILS (1 OF 2)
B1-79	TH-13	UTILITY PLATFORM DETAILS (2 OF 2)
		MECHANICAL SYSTEM DRAWINGS
B1-80	BM-1	MACHINERY SYSTEM WORK PLAN
B1-81	BM-2	SPAN DRIVE MACHINERY REPAIRS
B1-82	BM-3	SPAN DRIVE MACHINERY REPAIR DETAILS (1 OF 2)
B1-83	BM-4	SPAN DRIVE MACHINERY REPAIR DETAILS (2 OF 2)
B1-84	BM-5	TRUNNION ASSEMBLY REPAIRS
B1-85	BM-6	LIVE LOAD SHOE ASSEMBLY REPAIRS
B1-86	BM-7	NEW SPAN LOCK MACHINERY PLAN AND ELEVATION
B1-87	BM-8	SPAN LOCK DETAILS (1 OF 5)
B1-88	BM-9	SPAN LOCK DETAILS (2 OF 5)
B1-89	BM-10	SPAN LOCK DETAILS (3 OF 5)
B1-90	BM-11	SPAN LOCK DETAILS (4 OF 5)
B1-91	BM-12	SPAN LOCK DETAILS (5 OF 5)

SHEET NO.	DWG. NO.	SHEET DESCRIPTION
		ELECTRICAL SYSTEM DRAWINGS
B1-92	BE-1	GENERAL ELECTRICAL PLAN
B1-93	BE-2	ELECTRICAL SYMBOLS AND ABBREVIATIONS
B1-94	BE-3	GENERAL ELECTRICAL NOTES AND SCOPE OF ELECTRICAL WORK
B1-95	BE-4	SINGLE LINE DIAGRAM (1 OF 2)
B1-96	BE-5	SINGLE LINE DIAGRAM (2 OF 2)
B1-97	BE-6	CONTROL PANEL LAYOUT
B1-98	BE-7	CONTROL SCHEMATICS (1 OF 3)
B1-99	BE-8	CONTROL SCHEMATICS (2 OF 3)
B1-100	BE-9	CONTROL SCHEMATICS (3 OF 3)
B1-101	BE-10	CONTROL ROOM ELECTRICAL LAYOUT
B1-102	BE-11	ELECTRICAL MACHINERY LAYOUT
B1-103	BE-12	TRAFFIC CONTROL
B1-104	BE-13	SUBMARINE CONDUIT DETAILS (1 OF 2)
B1-105	BE-14	SUBMARINE CONDUIT DETAILS (2 OF 2)
B1-106	BE-15	DECORATIVE ROADWAY LIGHTING FIXTURE SCHEDULE
B1-107	BE-16	DECORATIVE ROADWAY LIGHTING DETAILS
B1-108	BE-17	CONDUIT AND CONDUCTOR SCHEMATIC
B1-109	BE-18	CONDUIT AND CONDUCTOR SCHEDULE (1 OF 2)
B1-110	BE-19	CONDUIT AND CONDUCTOR SCHEDULE (2 OF 2)
B1-111	BE-20	NAVIGATION LIGHTING
B1-112	BE-21	LIGHTNING PROTECTION SYSTEM
		BRIDGE NO. 875102
B2-1		GENERAL PLAN AND ELEVATION
B2-2		BRIDGE TYPICAL SECTION
B2-3		CONCRETE REPAIR SCHEDULE
B2-4		BENT 2 REPAIR LOCATIONS
B2-5		BENT 3 REPAIR LOCATIONS
B2-6		BENT 4 REPAIR LOCATIONS
B2-7		BENT 5 REPAIR LOCATIONS
		BRIDGE NO. 875103
B3-1		GENERAL PLAN AND ELEVATION
B3-2		BRIDGE TYPICAL SECTION
B3-3		CATHODIC PROTECTION PILE JACKET DETAILS
B3-4		CONCRETE REPAIR SCHEDULE
B3-5		BEGIN BENT 1 REPAIR LOCATIONS
B3-6		BENT 2 REPAIR LOCATIONS
B3-7		BENT 3 REPAIR LOCATIONS
B3-8		BENT 4 REPAIR LOCATIONS
B3-9		BENT 5 REPAIR LOCATIONS
B3-10		BENT 6 REPAIR LOCATIONS
B3-11		BENT 7 REPAIR LOCATIONS
B3-12		BENT 8 REPAIR LOCATIONS
BX1-BX60		EXISTING BRIDGE PLANS BRIDGE NO 875101
BX61-BX64		EXISTING BRIDGE PLANS BRIDGE NO 875102
BX65		EXISTING BRIDGE PLANS BRIDGE NO 875103

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

DRAWN BY:	CHECKED BY:	DESIGNED BY:	CHECKED BY:
TB 5-14	SH 5-14	SH 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: INDEX OF SHEETS

REF. DWG. NO. G-2

PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION

SHEET NO. B-2

875101			
PAY ITEM NO.	PAY ITEM NAME	UNIT	QUANTITY
	TRAFFIC CONTROL		
101 -1	MOBILIZATION	LS	1
102 -1	MAINTENANCE OF TRAFFIC	LS	1
102 -60	WORK ZONE SIGN	ED	6,250
102 -71 - 14	BARRIER WALL, TEMPORARY, F & I, TYPE K	LF	850
102 -71 - 24	BARRIER WALL, TEMPORARY, RELOCATE, TYPE K	LF	1,310
102 -74 - 1	TEMPORARY BARRICADE, TYPE I, II, DI, VP, DRUM	ED	63,350
102 -74 - 2	BARRICADE, TEMPORARY, TYPE III, 6'	ED	2,200
102 -76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	1,100
102 -77	HIGH INTENSITY FLASHING LIGHT, TEMPORARY, TYPE B	ED	1,100
102 -79	LIGHTS,BARRIER WALL MOUNT,TEMP,TYPE C,STEADY BURN	ED	7,900
102 -89 - 7	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	6
102 -99	PORTABLE CHANGEABLE MESSAGE SIGN - TEMPORARY	ED	1,150
710 -11 - 111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	LF	16,327
710 -11 - 211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF	18,041
711 -16 - 111	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	LF	5,442
711 -16 - 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP	GM	1.42
711 -16 - 211	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	LF	6,014
	STRUCTURAL		
104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	LF	5760.00
110 - 3	REMOVAL OF EXISTING STRUCTURE	LS/SF	7218.00
110 - 71 - 1	BRIDGE FENDER SYSTEM, REMOVAL & DISPOSAL-REHAB	LF	360.00
400 - 4 - 4	CLASS IV CONCRETE (SUPERSTRUCTURE)	CY	45
400 - 4 - 5	CLASS IV CONCRETE (SUBSTRUCTURE)	CY	186
400 - 60 - 1	CATHODIC PROTECTION ELECTRICAL WORK (AC SOURCE)	LS	1
400 - 60 - 3	CATHODIC PROTECTION ELECTRICAL WORK (CONDUIT, WIRING, AND ACCESSORIES)	LS	1
400 - 60 - 4	CATHODIC PROTECTION ELECTRICAL WORK (EQUIPMENT & INSTRUMENTATION)	LS	1
400 - 140 - 3	NEOPRENE PAD REPLACEMENT, INSTALL	EA	8
400 - 142 - 3	CATHODIC PROTECTION SYSTEM, ZINC ALUMINUM SPRAY	SF	11,624
400 - 142 - 7	CATHODIC PROTECTION SYSTEM	SF	6,152
400 - 143	CLEANING AND COATING CONCRETE SURFACES, CLASS 5	SF	13,524
401 - 70 - 3	RESTORE SPALLED AREAS	CF	467
415 - 1 -4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	9,088
415 - 1- 5	REINFORCING STEEL (SUBSTRUCTURE)	LB	15,180
455 - 34 - 2	PRESTRESSED CONCRETE PILING, 14" SQ.	LF	8,833
455- 76	WRAP PILE CLUSTERS	EA	74
458- 1 - 21	BRIDGE DECK EXPANSION	LF	360
460 - 1 - 5	STRUCTURAL STEEL, (REHAB) BASCULE LEAF	LB	11,264
460 - 1 - 15	STRUCTURAL STEEL, MISCELLANEOUS	LB	4364
460 - 6 - 2	LADDERS AND PLATFORMS (REHAB)	LB	4,994
460 - 70 - 2	ALUMINUM BULLET RAILINGS, DOUBLE RAIL (PEDESTRIAN RAILING)	LF	3,065
470 - 1	TREATED TIMBER, STRUCTURAL	MB	13
471 - 1 - 1	FENDER SYSTEM, PLASTIC MARINE LUMBER (REINFORCEMENT)	MB	8
504 - 1 - 1	STEEL ROADWAY FLOOR (5" OPEN)	SF	4,632
504 - 1 - 2	STEEL ROADWAY FLOOR (3" ARMORED)	SF	1,205
512 - 1 - 1	MOVABLE BRIDGE - CONTROL HOUSE	LS/LS	1
536 - 1 - 1	GAUDRAIL, THRIE BEAM	LF	200
536 - 8	GUARDRAIL - BRIDGE ANCHORAGE ASSEMBLY, F&I	EA	2
561 - 1	COATING EXISTING STRUCTURAL STEEL	LS/TN	1,326
	MECHANICAL		
465 - 2 - 105	MOVABLE BRIDGE MACHINERY - REHAB, SPEED REDUCER AND GEAR TRAIN, RECONDITION	LS	1
465 - 2 - 401	MOVABLE BRIDGE MACHINERY - REHAB, SPAN LOCKS, FURNISH AND INSTALL	AS	2
465 - 2 - 408	MOVABLE BRIDGE MACHINERY - REHAB, TRUNNION ASSEMBLY, RECONDITION	EA	4
465 - 2 - 404	MOVABLE BRIDGE MACHINERY - REHAB, LIVE LOAD SHOES, RECONDITION	LS	1
465 - 3 - 17	MOVABLE BRIDGE MACHINERY - RECONDITION CURVED RACK	EA	2
465 - 3 - 50	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BALANCE BLOCKS	EA	1,908
465 - 20	MOVABLE BRIDGE COUNTERWEIGHT, ADJUST	EA	2
465 - 21	MOVABLE BRIDGE - PREVENTIVE MAINTENANCE	LS	1
465 - 71 - 3	MOVABLE BRIDGE - FUNCTIONAL CHECKOUT	LS	1

875101			
PAY ITEM NO.	PAY ITEM NAME	UNIT	QUANTITY
	ELECTRICAL		
508 - 2 - 1	MOVABLE BRIDGE GATE, F&I	AS	4
508 - 3- 1	MOVABLE BRIDGE SIGNAL, F&I	AS	2
508 - 4	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, REHABILITATION	LS	1
508 - 73- 1	SUBMARINE CABLE ASSEMBLY, F&I	LS	1
508 - 76- 1	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, F&I	LS	1
508 - 76- 4	MOVABLE BRIDGE - REHAB, SPAN MOTORS & CONTROLLERS, REMOVE	LS	1
508 - 77- 5	MOVABLE BRIDGE - REHAB, PROGRAMMABLE LOGIC CONTROLLER PROGRAMMING	EA	1
508 - 78- 1	MOVABLE BRIDGE - REHAB, LIMIT SWITCHES & TRANSDUCERS, F&I	LS	1
508 - 80- 1	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, F&I	EA	4
508 - 80- 4	MOVABLE BRIDGE - REHAB, BRAKE SYSTEM, REMOVE	EA	4
508 - 82- 4	MOVABLE BRIDGE - REHAB, CONTROL PANEL - MOTOR CONTROLLER, RECONDITION	EA	1
715 - 515- 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, F&I, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	EA	17
715 - 525- 200	LIGHT POLE COMPLETE - SPECIAL DESIGN, FURNISH, BRIDGE MOUNT - GALVANIZED STEEL (NEW ASSEMBLY)	EA	3

875102			
PAY ITEM NO.	PAY ITEM NAME	UNIT	QUANTITY
	STRUCTURAL		
104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	LF	660
401 - 70 - 3	RESTORE SPALLED AREAS	CF	131

875103			
PAY ITEM NO.	PAY ITEM NAME	UNIT	QUANTITY
	STRUCTURAL		
104 - 11 - A	FLOATING TURBIDITY BARRIER (STANDARD)	LF	1188
457 - 2 - 121	CATHODIC PROTECTION INTEGRAL PILE JACKET, NON-STRUCTURAL, 16.1-30", GALVANIC SYSTEM	LF	305
401 - 70 - 3	RESTORE SPALLED AREAS	CF	28.00
510 - 1 - 4	NAVIGATION LIGHTS - FIXED BRIDGE, REPAIR/REHAB	EA	1.00

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/14/14	SWH	1 Pay Item No. 512-2-19 revised to Pay Item No. 512-2-419.			
10-07-14	SWH	2 Remove Pay Items, Qty. Revised Move Pay Item 508-1-4			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SUMMARY OF PAY ITEMS

REF. DWG. NO. G-3

PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION

SHEET NO. B-3

1. DESIGN SPECIFICATIONS:
FDOT Structures Manual (January 2014) and all subsequent structures design bulletins. (2)
American Association of State Highway and Transportation Officials (AASHTO). LRFD Bridge Design Specifications (Fifth Edition) and all subsequent Interims. AASHTO LRFD Movable Highway Bridge Design Specifications 2nd Edition with 2008, 2010, 2011 and 2012 Interims Revisions.
FDOT Plans Preparation Manual – January 1, 2014. (2)

2. CONSTRUCTION SPECIFICATIONS:
Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014 Edition and supplements thereto. (2)

3. VERTICAL DATUM:
B.M. Datum is based on the National Geodetic Vertical Datum of 1929 (NGVD).

4. ENVIRONMENT:

Bridge No.	Superstructure	Substructure
875101	Extremely Agressive	Concrete: Extremely Aggresive Steel: Extremely Aggresive
875102	Extremely Agressive	Concrete: Extremely Aggresive
875103	Extremely Agressive	Concrete: Extremely Aggresive

5. DESIGN LOADINGS:
DEAD LOADS: the following unit loads are used in calculating dead loads:
Structural steel – 490 pcf
Reinforced concrete – 150 pcf
Unreinforced concrete – 145 pcf

6. LIVE LOADS:
HL-93, as per AASHTO LRFD Bridge Design Specifications.
Impact: Percentage of live load as per AASHTO LRFD Bridge Design Specifications. (The floorbeams at the movable span centerline joint are proportioned for full live load plus twice the normal impact as per AASHTO LRFD Movable Highway Bridge Design Specifications.)
Dead Load of elements subject to movement increased 20% to allow for impact or vibratory effect – not combined with live load as per AASHTO LRFD Movable Highway Bridge Design Specifications.

7. MATERIALS:

A. Concrete:
All concrete shall be in accordance with Section 346 of the FDOT Standard Specifications.

Concrete Class	Min. 28 Day Strength (ksi)	Location
IV	f'c = 5.5 (2)	Substructure Repair
IV (Lightweight)	f'c = 5.5	Deck over Counterweight

B. Concrete Cover:
1. CIP Superstructure = 2" for Superstructure

CIP Substructure = 3" for Pier Column Repair

2. Concrete covers shown in the Plans do not include placement and fabrication tolerances unless shown as "minimum cover". See FDOT Standard Specifications for allowable tolerances.

C. Lightweight Concrete (Deck over Counterweight):

Lightweight Concrete mix		
– theoretical yield (1cy of concrete)	116 pcf	
Cement	281 lb	slump 2" to 4"
Coarse aggregate	1300 lb	air content 1% to 6%
Fine aggregate	53 lb	w/c ratio 0.39
Water	275 lb	
Fly ash	243 lb	

D. Applied Finish Coating:
Apply Class 5 Finish Coating to concrete surfaces with their respective Federal Standard 595 Specification, submit a color palette to the Engineer for selection.

Reinforcing Steel:
All reinforcing steel shall be ASTM A615, Grade 60.

8. STRUCTURAL STEEL:
All structural steel shall be in accordance with ASTM A709, Grade 50, except that stiffeners and internal and external cross frames may be Grade 36 unless otherwise shown. All Structural Tubing shall be ASTM A500, Grade B. S.S. denotes stainless steel. All stainless steel shall be ASTM A276 type 316, unless otherwise noted.

CHARPY V-NOTCH:
All ASTM A709 structural steel as designated on the plans shall receive Charpy V-Notch testing in accordance with ASTM A709.
a. Redundant members, as designated on the plans, shall be tested in accordance with ASTM A709 Table 9.
b. Non-redundant members, as designated on the plans, shall be tested in accordance with ASTM A709 Table 10.
All other structural steel that are main load carrying components subject to tensile stresses shall meet the Charpy V-Notch test requirements specified in Section 962 of the FDOT Standard Specifications.

STEEL FABRICATION:
Fabrication shall be performed in accordance with the current applicable edition of the AASHTO/AWS D1.5 Bridge Welding Code. Fabricators of structural steel shall have the AISC Quality Certification for Major Steel Bridges (CBR) and AISC Fracture Critical Members endorsement. Direction of finished rolling of members shall be parallel to the direction of primary stresses.

All shop splices in flanges or web plates shall be made prior to welding flange plates. All splices shall be indicated on the drawings. Shop assemblies are required in accordance with Specification 460.

All ends of girders, floorbeams, brackets, end diaphragms and pier diaphragms shall be vertical after dead load is applied. All intermediate stiffeners, intermediate crossframes and field splices shall be normal to grade.

WELDING:
Welding details and operations shall be in accordance with the AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code. Welding procedures shall be submitted and approved prior to welding on the project. Welds requiring non-destructive testing shall be radiographically inspected, except where the geometry of the region of the weld will not permit satisfactory information to be secured for verification of the weld quality. When such geometrical conditions exist, other inspection procedures or combinations of procedures such as Ultrasonic Inspection, Dye Penetrant Inspection and/or Magnetic Particle Inspection shall be used. Non-destructive Testing shall be performed as required by AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code.

Stiffeners and connection plates shall be located six (6) inches (minimum) from the flange or web splices. The spacing of intermediate stiffeners shall be determined by detailing requirements but within the maximum spacing shown. Shop web splices shall be located a minimum of six (6) inches from the flange splices unless otherwise noted.

All groove welds shall be Complete Penetration (CP). Joint detail is optional with the fabricator, subject to AWS requirements. Where backing bar strips are to be left in place, they shall be continuous for the full length of the weld. All joints in the backing bars shall be made with complete penetration butt welds and inspected by the ultrasonic method prior to assembly with plates. Backing bar shall meet all material and toughness requirements of structural steel to which it is attached.

No field welding is permitted unless shown in the plans. Field welding to any structural steel for the purpose of attaching erection hardware or for anchoring conduits/boxes for box lighting shall be formally submitted to the Engineer for approval. Shear connector installation is governed by OSHA Steel Erection Rule.

9. FIELD CONNECTIONS: (2)
Structural steel connections shall use ASTM A325 Type 1 high strength mechanically galvanized bolts as per ASTM B695 Class 50. All nuts and washer(s) shall be hot dipped galvanized per F2329, unless otherwise noted. Threads shall be excluded from the shear plane for plate thickness of ¾" or greater adjacent to the nut. Clean and paint all bolt heads, washers and nuts after final tightening. Bolt heads shall be on the exterior/exposed face of the girders.

New anchor bolt assemblies shall be stainless steel ASTM A276 Type 316, unless otherwise noted. Adhesive anchor bolts and concrete dowels shall meet FDOT Specifications Section 416 and 937.

10. PLAN DIMENSIONS:
All dimensions in these plans are measured in feet either horizontally or vertically unless otherwise noted. Field verify all Plan Dimensions prior to fabrication.

All public land corners and monuments within the limits of construction are to be protected by the Contractor as follows: corners and monuments in conflict with the work and in danger of being damaged destroyed or covered shall be properly referenced by a registered-land surveyor in accordance with the minimum technical standards of the Florida Board of Professional Land Surveyors prior to beginning work at that site. The Contractor shall retain the land surveyor to reference, and restore upon completion of the work, all such corners and monuments and shall furnish to the Engineer a signed and sealed copy of the land surveyor's reference drawing.

All N.G.V.D. bench mark monuments within the limits of construction shall be protected and referenced by the Contractor in the same way as public land corners except that the land surveyors shall not be required to restore the N.G.V.D. bench mark upon completion of the work. The Contractor shall promptly transmit all displaced or damaged N.G.V.D. discs to the District Location Surveyor, who shall notify the geodetic information center.

11. FIELD VERIFICATION AND CONDITIONS:
Observations, previous contract plans and shop drawings are intended for information and estimating purposes only. Prior to beginning construction, field verify all dimensions and conditions required to perform the repair. Failure to field verify dimensions will not be justification for claims.

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	(2) Revise Notes			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: GENERAL NOTES (1 OF 2)
REF. DWG. NO. G-4
PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION
SHEET NO. B-4

12. *UTILITIES:*
There are utilities that should not affect the work performed under this contract. The following companies may have facilities within the limits of this project:

Comcast Cable	*Leonard Maxwell*	*(954) 447-8405*
Florida Power & Light	*Tracy Stern*	*(800) 868-9554*
Atlantic Communications	*David McBride*	*(305) 861-8069*
Miami Dade Water Sewer	*Sergio Garcia*	*(786) 268-5320*
TECO Peoples Gas - Souh Florida	*Yvonne Goldman*	*(954) 453-0824*
ATT / Distribution	*Steve Massie*	*(305) 222-8745*

13. *NOISE ORDINANCE:*
Contractor shall comply with local noise ordinances.

14. *INSPECTION:*
The Contractor shall provide safe access for the Engineer at all times to inspect all aspects of the project. This includes but is not limited to scaffolding, inspection boat, safety boat, manlifts and other equipment required to provide safe access for the Engineer to perform all necessary inspections.

15. *MANATEES:*
Refer to Environmental Notes on following sheets.

16. *PAINTING NOTES:*
The existing bridge has tested positive for lead paint. The Contractor shall conform to all federal, state and local regulations as appropiate when working with the existing bridge component coated with lead based paint. The Contractor shall provide evidence to the Town Bay Harbor Islands Administrator at the time of award that the Contractor or Subcontractor performing painting, rehabilitation, or demolition work on bridge components coated with lead based paint is currently OP2, Category "A" certified by the Steel Structure Painting Council. See Sections 110 & 560 of the FDOT Standard Specifications.

Clean and paint all structural steel (except sidewalk brackets on Bascule Span) and machinery components as directed in accordance with Section 561 of the FDOT Standard Specifications.

Structural steel on sidewalk brackets does not require cleaning and painting. Touch up and repair coating system as per Specification Section 561-9.

The finish color of the superstructure paint and house roof shall match the bascule span railing. The Contractor shall submit a paint palette to the Engineer for final color selection prior to start of Work.

ESPECIAL EVENTS:
17. *"Special Events" will be handled in the same manner as holidays and in accordance with Subarticle 8-6.4 of the Specifications. "Special Events" is defined as a festival, fair, run, race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity that could be negatively impacted as a result of the Work. The Contractor shall be responsible for obtaining information concerning any "Special Events" that occur during the life of the contract. "Special Events" include, but are not limited to, the Town of Bay Harbor Islands Annual 5K/8K Run and Walk.*

EXISTING BRIDGE PLANS:
18. *For additional details of the bridge see existing bridge plans. Portions of the existing bridge plans are included herein.*

19. *PAY ITEM NOTES:*
Pay Item No. 465-2-401, Movable Bridge - Recondition Speed Reducer and Gear Train, includes cost of materials, labor, and disposal fees required to clean and paint all machinery, replace fastener bolt and anchor bolt nuts on bearings and supports, clean and re-grease all open gear sets, draining the East leaf reducer oil and cleaning the gears, replacing reducer shaft and drain seals, cleaning and painting of reducer boxes, and providing new supports and mounting bolts for the new span motor, motor brake and machinery brake.

Pay Item No. 465-2-404, Movable Bridge - Recondition Trunnion Assembly, includes cost of materials, labor, and disposal fees required to replace trunnion hub and eccentric turned bolts and replace deteriorating anchor bolt nuts.

Pay Item No. 465-2-410, Movable Bridge - Recondition Curved Rack, includes cost of materials, labor, and disposal fees required to replace deteriorated rack bolts.

Pay Item No. 465-2-105, Movable Bridge - Furnish and Install Span Lock, includes cost of materials, labor, and disposal fees required to remove the existing span lock machineries and linkages, remove existing Tail Lock linkages, install a temporary span lock system during construction and to install new span lock bars, guides, receivers, and hydraulic machinery.

Pay Item No. 465-2-508, Movable Bridge - Adjust/Modify Live Load Shoes, includes cost of materials, labor, and disposal fees required to re-shim live load shoe at bascule pier and pour new epoxy grout pad.

Pay Item No. 508-2-1, Movable Bridge Gate - Furnish and install new traffic gates as shown in the Contract Documents. Furnish and install bridge mounted conduit and wire as needed.

Pay Item No. 508-3-1, Movable Bridge Signal - Furnish and install bridge traffic signals as shown in the Contract Documents. Furnish and install bridge mounted conduit and wire as needed.

Pay Item No. 508-4, Movable Bridge Electrical Equipment, Rehabilitation - Item includes all electrical labor and materials not specifically included under other pay items, including miscellaneous repairs noted on the Plans. Furnish and install navigation lighting, conduit, & wire on fenders and span. Furnish and install lighting and receptacles in the Control House as shown in the Contract Documents. Furnish and install new safety disconnects for the span motors and brakes. Furnish and install new conduit and wire as shown in the Contract Documents. Modify the control system as needed to accommodate the new span lock HPU pumps. Furnish and install a lightning protection system as shown in the Contract Documents. Perform all other work shown on the electrical plans, described in T508, and as needed for a complete and functional electrical system. 2

Pay Item No. 508-73-1, Submarine Cable Assembly - Furnish and install a new submarine conduit assembly including conduit, supports, and enclosures. Cost includes trenching and environmental measures as needed.

Pay Item No. 508-76-1, Movable Bridge - Rehab, Span Motors and Controllers - Furnish and install new span motors. Cost includes interfacing with the existing drives and adjusting the drives and overload protectors as needed to operate the new motors.

Pay Item No. 508-76-4, Movable Bridge - Rehab, Span Motors and Controllers, Remove - Remove and dispose of the existing span motors.

PAY ITEM NOTES CONTINUED:
Pay Item No. 508-77-5, Movable Bridge - Rehab, Programmable Logic Controller Programming - Modify the PLC program as needed to accommodate the new span lock HPU pumps.

Pay Item No. 508-78-1, Movable Bridge - Rehab, Limit Switches & Transducers, Furnish and install new span position limit switches, including supports and targets as needed.

Pay Item No. 508-80-1, Movable Bridge - Rehab, Brake System, Furnish and install new brakes as shown in the Contract Documents. Furnish and install adapters as needed to mount the new brakes on the existing supports.

Pay Item No. 508-80-4, Movable Bridge - Rehab, Brake System, Remove the existing brakes.

Pay Item No. 508-82-4, Movable Bridge - Rehab, Control Panel - Motor Controller, Recondition - Remove the existing switchboard enclosures. Furnish and install new NEMA 4X stainless steel cabinets. Relocate the existing motor controls to the new enclosures. Furnish and install new circuit breakers, starters, etc. as shown in the Contract Documents.

Pay Item No. 715-515-200, Light Pole Complete Special Design, Furnish and install new parapet mounted luminaire face plates and lenses as shown in the Contract Documents.

Pay Item No. 715-525-200, Special Design Bridge Mount, Furnish spare parapet mounted luminaire face plate, lens, and hardware assemblies.

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	*SWH*	2 *Revise Notes*			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	*MIAMI-DADE*	*BC142*

SHEET TITLE: *GENERAL NOTES (2 OF 2)*
REF. DWG. NO. *G-5*
PROJECT NAME: *BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION*
SHEET NO. *B-5*

1. *ENVIRONMENTAL NOTES:*
The Contractor shall not bring any hazardous materials onto the project. Should the Contractor require such for performing the contracted work, the Contractor shall request, in writing, written permission from the Project Engineer. The Contractor shall also provide the District Hazardous Material Coordinator with a copy of the material safety data sheet (MSDS) for each hazardous material proposed for use, and provide a description of the specific manner in which the material will be used. Because state law does not treat petroleum products that are properly containerized as hazardous materials, such products do not require an MSDS submittal. All bulk petroleum products stored on site shall require proper storage which includes secondary containment.

If suspect contaminated or hazardous material is found on the project, or encountered during construction, immediately notify the District Contamination Impact Coordinator (DCIC).

2. *NAVIGATION RESTRICTIONS AND HAZARDS:*
For the purpose of this project, "vessel" is defined as any craft designed to float or navigate on water, including but not limited to: sailboats, powerboats, rowboats, boats, ships, skiffs, barges, houseboats, personal water craft, and inflatable boats.

Potential navigational hazards to vessels, traveling throughout the project area, shall be minimized by the use of day shapes and lights, as required under federal law. All United State Coast Guard (USCG) requirements for navigation and vessel safety must be strictly adhered to. All structures that are potentially hazardous to navigation of vessels throughout the area must be lighted and clearly visible at night. The Contractor should coordinate with the USCG to address any potential navigational concerns that may arise, as a result of the proposed construction activities.

For the security of the navigation channel, all construction equipment must be marked in accordance with USCG, "Navigation–Rules (CG–169)". Construction vessels shall be removed from the channel when not engaged in construction activities. The Contractor shall contact the USCG Sector Miami Office a minimum of thirty (30) days prior to the beginning of construction.

The Contractor shall ensure that all vessels associated with the construction shall operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging, and shall maintain a minimum of one (1) foot of water between the vessel bottom and submerged aquatic resources.

The Contractor must submit to the USCG Sector Miami Office, a plan for evacuating the channel in the event of a hurricane.

The Contractor shall ensure that there are no impacts to sea grass, hard corals, or soft corals. As a result of construction operations; such as, but not limited to, propeller scouring, and vessel or barge anchoring, grounding or spudding. The Contractor shall be held liable for any of the unauthorized impacts. For any impacts caused by the proposed construction activities Permitting, Environmental and Regulatory (PER) shall require, at a minimum, restoration and mitigation.

At no time during construction will the waterway be closed to navigation including any work that would potentially reduce the horizontal and/or vertical clearance of the waterways without prior notification and approval from the USCG Sector Miami Office. All construction equipment must be marked in accordance with the U.S. Coast Guard "Navigation Rules (CG–169)" and be well removed from the channel when not engaged in construction activities. A copy of the Contractor's plan, schedule, and sequence of operations shall be submitted to the USCG Seventh Bridge Branch Office, Mike Lieberum at (305) 415–6744 and the construction resident Engineer for approval 30 days prior to starting.

to schedule the placement of barges or floating equipment in the waterway and any channel closures required for this construction. Floating barriers and equipment need to be used with caution. There are seagrass and manatees present in the vicinity of the project that must not be disturbed.

3. *DRAWBRIDGE OPERATIONS FOR EMERGENCY VESSELS:*
When the Contractor receives notice, or a proper signal as provided in USCG 117.15, the Contractor shall take all reasonable measures to have the draw opened (regardless of the planned opening of the drawbridge) for passage of the following vessels, provided this opening does not conflict with local emergency management procedures which have been approved by the cognizant Coast Guard Captain:

1) Federal, state, and local government vessels used for public safety;
2) Vessels in distress where a delay would endanger life or property;
3) Commercial vessels engaged in rescue or emergency salvage operations; and
4) Vessels seeking shelter from severe weather.
[CGD 91–016, 58 FR 20, Jan. 4, 1993 as amended at 71 FR 70308, Dec. 4, 2006]

4. *CONTROL OF CONSTRUCTION DEBRIS:*
Comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 104 "Prevention, Control, and Abatement of Erosion and Water Pollution". Comply as well to State, Federal, and Local Laws, Statutes and Ordinances. The Contractor shall provide means to prevent any material from falling or entering the waterway.

The Contractor shall take all necessary precautions to prevent debris associated with the proposed repairs from falling into the surrounding waters or adjacent wetlands. Any debris that falls into the water and/or adjacent wetlands shall be removed immediately. All debris associated with the proposed construction shall be disposed of in accordance with all federal, state and local regulations.

The Control House floor tiles and machinery brakes contain Asbestos Materials (ACM). The Contractor shall dispose of these elements in accordance with all federal, state and local regulations.

The Contractor shall provide safe access for the Project Administrator at all times to inspect all aspects of the project. This includes (but is not limited) to scaffolding, inspection boat, safety boats, man lifts, and other equipment required to provide safe access for the engineer to perform all necessary site inspections.

The Contractor shall submit to the Town of Bay Harbor Island Administrator the containment system plan, prior to beginning work. A system which prevents debris, generated during surface preparation or the removal of spalls or paint, from entering into the marine environment, and which facilitates the controlled collection of the debris for disposal, shall be provided. The containment system shall include cover panels, screens, tarpaulins, scaffolds, barges, floating devices and shrouds used to enclose the entire work area. Containment systems may also employ the use of ground covers or water booms.

All material disposal shall be the responsibility of the Contractor in accordance with the RDBS, Volume II. Waste Material shall be disposed of offsite by the Contractor, no spoil area is available within the project right of way. All spoil material shall be removed and disposed of according to state and local regulations. the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or hazardous waste into or on any land or water, shall be prohibited. No solid waste or hazardous waste, or any constituent thereof, may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

Construction waste and debris shall be properly disposed of at a "disposal facility", defined as a licensed facility where hazardous and non–hazardous waste is intentionally placed, and in which the waste will remain after closure.

The Contractor shall report immediately to the Town of Bay Harbor Island Project Administrator any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of hazardous material or waste into or on any land, water, or airspace.

For existing structural steel and steel railing coated with a lead based paint, provide to the project administrator for approval, a copy of the "Contractor lead in construction compliance program" from the firm or subconsultant actually removing, handling, and disposing of these steel members before any members are disturbed.

Vacuum power tool clean any coated steel member to bare metal as defined by SSPC–SP10 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

Provide air supplied respirators in accordance with 29 CFR 1926.62 and CFR 1910.134.

5. *CONTROL OF TURBIDITY:*
Turbidity controls (such as, but not limited to, turbidity curtains) shall be implemented whenever activities with potential to produce turbidity are scheduled in the project work zone to ensure compliance with the water quality standards stipulated in Section 24–42(3), of the code of Miami–Dade County and the State water quality standards set forth in Rule 62–302, Florida Administrative Code (FAC). Turbidity controls shall be employed and maintained in the most effective manner possible, to prevent turbidity from extending beyond the work area.

The project site is located within an aquatic preserve. The turbidity standard is zero Nephelometric Turbidity Units (NTUS) above backround levels, unless a variance is requested and received for a temporary mixing zone. A 50–ft wide mixing zone adjacent to the subaqueous pipeline replacement corridor in compliance with Rule 62–4.244, FAC. Turbidity levels shall be monitored by the Contractor, at a minimum, four hours apart whenever work is being conducted in, on, over or around the water, beginning one hour after the commencement of work. If the turbidity levels exceed the above standard, all construction shall stop and additional turbidity controls shall be implemented. Work shall not resume until the Contractor has implemented adequate turbidity control methods and has received authorization from PER and the SFWMD to recommence work. At PER's discretion, turbidity samples may be required and shall be collected in accordance with Section 24–44.2(3), of the code of Miami–Dade County, or as specified by PER, and the results sent directly to the PER.

Turbidity barriers shall be utilized by the Contractor for better control of the work area and effective containment of loose sediment and other contaminants.

When possible turbidity barrier anchors shall be secured to a rigid structure, such as the bridge, an anchored barge, or temporary I–beam driven vertically into the channel bottom. Separate payment for such anchor points will not be made. Payment for all components associated with control of turbidity, as described in this section, shall be included in the cost of the lump sum price for mobilization.

Turbidity barriers – the location, amount and type of anchors (with or without mooring buoys) shall be determined at the time of installation, so as not to exceed the maximum deflection as noted in the permit.

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revise Notes			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: *ENVIRONMENTAL NOTES (1 OF 2)*
REF. DWG. NO.: *G-6*
PROJECT NAME: *BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION*
SHEET NO.: *B-6*

Turbidity barriers shall be made of a material in which manatees cannot become entangled. Barriers shall be properly secured, and shall be regularly monitored to avoid manatee entrapment. Curtains shall not block manatee entry to or exit from essential habitat. The Contractor shall be responsible to continuously monitor and maintain the turbidity barriers during the duration of the construction contract.

6. *AIR QUALITY AND SAFETY:*
Ambient air quality compliance is required at all times on the project site. Regarding visible emissions, comply with 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards (NAAQA) and the Clean Air Acts of 1977 and 1990. Assess the visible emission by EPA Method 22, timing of emissions as defined by 40 CFR 60 Appendix A, Standards of Performance for New Stationary Sources. During abrasive blasting, do not allow visible emissions from containment to exceed random cumulative duration of more than one percent of the workday (SSPC Guide 6, Level 1 Emissions). During pressurized water cleaning, do not allow visible emissions from containment to exceed random cumulative duration of more than ten percent of the workday (SSPC Guide 6, Level 3 Emissions).

Occupational safety and health requirements shall be employed at all times. In addition to hazards associated with the paint surface preparation operations, particular attention shall be paid to additional project hazards that include, but are not limited to, work over water and work requiring traffic control. The Contractor shall comply with all OSHA requirements.

Identification of the items in these Environmental Notes, which are of specific interest to the Town of Bay Harbor Island, in no way relieves the Contractor of the responsibility to comply with all regulatory requirements. it shall not be construed that PERA, FDEP, EPA, OSHA, or Federal, state and local regulators are only interested in the items identified here-in.

7. *FEDERAL AND STATE LIST OF PROTECTED SPECIES:*
The following federally and state listed animal species could inhabit or migrate through the construction area:

The Contractor shall comply with all federal and state requirements regarding endangered and threatened species and state listed species of special concern. Should these species be encountered, the Contractor shall contact the Town of Bay Harbor Island Engineer Randy Daniel (305) 866-6241 within 24 hours of each encounter.

Federal and state list of protected species:

Common Name	*Scientific Name*
Southern bald eagle	*Haliaeetus leucocephalus*
Atlantic loggerhead	*Caretta caretta caretta*
Atlantic green turtle	*Chelonia mydas mydas*
Leatherback turtle	*Dermochelys coriacea*
Atlantic hawksbill	*Eretmochelys imbricate imbricata*
Atlantic ridley turtle	*Lepidochelys kempi*
West indian manatee	*Trichechus manatus*
Reddish egret	*Egretta rufescens*
Piping plover	*Charadrius meoldus*
Roseate spoonbill	*Ajaia ajaja*
Arctic peregrine falcon	*Falco pergrinus tundrus*
Little blue heron	*Egretta caerula*
Snowy egret	*Egretta thula*
Tricolored heron	*Egretta tricolor*
Brown pelican	*Pelecanus occidentalis*
Least tern	*Sterna antillarum*
Common snook	*Centropomus undecimalis*
American oystercatcher	*Haemotopus palliatus*
American crocodile	*Crocodylus acutus*
Smalltooth sawfish	*Pristis pectinata*
White ibis	*Eudocimus albus*
Mangrove rivulus	*Rivulus marmoratus*

△2

8. *STAGING:*
The Contractor shall not stage or operate equipment within the drip line of trees. The Contractor shall review environmental requirements of any proposed staging areas with the Town Engineer, Randy Daniel, at least seventy-two (72) hours prior to use. No staging or any other activities for this project will be allowed within Bay Harbor Islands, Surfside Park or North Bayshore Park without written approval from the Town at least seventy-two (72) hours prior to use. Any material to be stockpiled for periods greater than 24 hours shall be protected by appropriate erosion control devices.

9. *PROTECTION OF MANATEES:*
The following plan is designed to comply with the criteria set forth in Rule 379.2431(2)(d), Florida Statutes, Sections 4.2.3.2 and 4.2.7 of the SFWMD Basis of Review as well as the provisions set forth in the Miami-Dade County Manatee Protection Plan (DERM Technical Report 95-5). Work associated with this project will take place in navigable waters where manatees may be present. the Contractor shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collision with manatees. All vessels associated with the project must operate at "no wake/idle speed" at all times while in water where the draft of the vessel provides less than a four (4) foot clearance from the bottom. Additionally, all vessels will follow routes of deep water whenever possible.

The Contractor shall take the following measures to protect manatees during the performance of the proposed construction activities:

a) All construction personnel shall be notified in writing of the possible presence of manatees in the areas and the precautions that should be taken during the construction period. Copies of these written notifications shall be sent to PER.

b) A no-wake policy shall be enforced in the waters adjacent to the property. The property owner(s) shall evict those vessels that repeatedly violate this speed restriction.

c) All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The applicant and contractor will be held jointly responsible for any manatee harmed, harassed, or killed as a result of the construction activities.

d) Prior to commencement of construction each vessel involved in the construction shall display in a prominent location, visible to the operator, an 8½" x 11" temporary placard reading, "Manatee Habitat/Idle Speed in Construction Area". in the absence of a vessel, the placard will be located prominently adjacent to the issued Construction permit. A second temporary 8½" x 11" placard reading, "Warning Manatee Area" will be posted in a location prominently visible to water related construction crews. Temporary notices will be removed by the applicant upon completion of construction.

e) A 3 ft by 4 ft manatee sign (see manatee sign) shall be posted at the four corners of the construction zone, visible to water construction crews. The signs, shall be furnished, installed, and maintained, by the Contractor firm. All lettering shall be block letters, with a minimum height of 2". At no additional cost to the Town.

f) All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water adjacent to the project where the draft of the vessel proves less than four feet of clearance from the bottom. All vessels will follow routes of deep water whenever possible.

g) All in-water construction activities shall cease upon the sighting of a manatee(s) within fifty (50) feet of the project area. Construction activities will not resume until the manatee(s) has departed the project area.

h) Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-888-404-fwcc) and to the US Fish and Wildlife Service, Vero Beach Office, (561) 562-3903, and to PER (305) 372-6575.

i) The Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period.

j) Following project completion, a report summarizing the above incidents and sightings shall be submitted to the Florida Department of Environmental Protection (FDEP), Marine Research Institute Office of Protected Species Research, 100 eighth avenue, Southeast, St. Petersburg, Florida 33701-5095, to the US Fish & Wildlife Service, 3100 University Blvd., Jacksonville, Florida 32216, and to PER within sixty (60) days of project completion.

At least one individual from the Construction firm shall be designated as a manatee observer when in-water work is being performed. That person shall have experience in manatee observation, and be equipped with polarized sunglasses to aid in observation. The manatee observer must be on site during all in-water construction activities and shall advise personnel to cease operation upon sighting a manatee within fifty (50) feet of any in-water construction activity. Movement of a work barge, other associated vessels, or any in-water work shall not be performed after sunset, when manatee visibility is reduced.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work all in-water activities must

SHUT DOWN

Report any collision or injury to:

1-888-404-FWCC (1-888-404-3922)

Florida Fish and Wildlife Conservation Commission

MANATEE SIGN

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	△2 Added Staging Notes			

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SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Cerificate of Authorization #29741

DRAWN BY: TB 5-14
CHECKED BY: SH 5-14
DESIGNED BY: SH 5-14
CHECKED BY: TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: ENVIRONMENTAL NOTES (2 OF 2)
REF. DWG. NO. G-7
PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION
SHEET NO. B-7

TRAFFIC CONTROL PLAN PHASES TERMINOLOGY & DESCRIPTION:

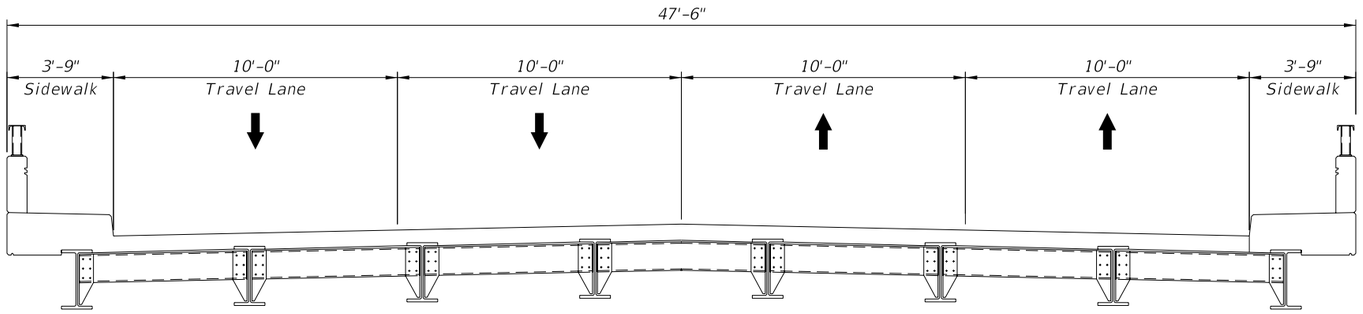
Phasing Numbering is for Purposes of Identification only and does not imply or require that T.C.P. Phases are to be Performed in Numerical Order.

PHASE 1 & PHASE 3 – Closure of lanes in one direction (Eastbound or Westbound) and a diversion is provided by utilizing one lane of the opposing traffic lanes.

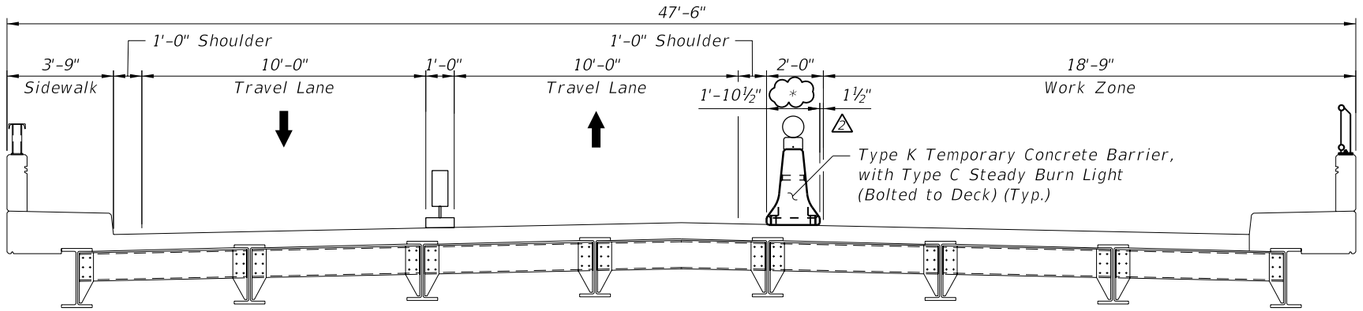
PHASE 2 – Closure of center lanes leaving exterior lanes open to traffic.

TRAFFIC CONTROL PLAN GENERAL NOTES:

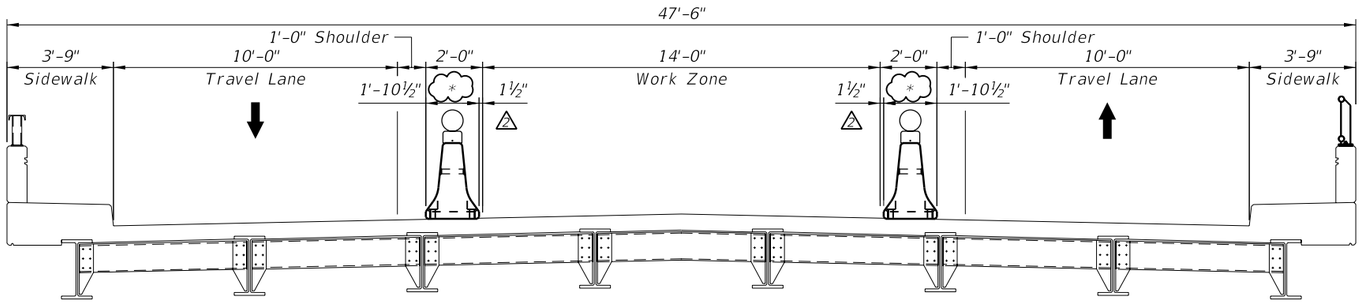
1. Traffic controls shall be in accordance with the Project Plans, the current edition of the FDOT Design Standards (600 Series), the Standard Specification for Road and Bridge Construction, and the Manual on Uniform Traffic Control Devices (2009 edition) as minimum criteria.
2. In the event of a hurricane or other evacuation need, the Contractor, when notified by the Engineer, shall coordinate the securing of all loose material, open closed lanes and ramps, remove obstructions to drainage and water flow, and any other measure required by the Engineer.
3. Pedestrians shall be prohibited from passing through the established Work Zone. The sidewalk on the opposite side of the Work Zone shall be maintained open for Pedestrians at all times during construction. See FDOT Standard Index No. 660.
4. Posted Speed of 30 MPH shall remain within the project limits.
5. Contractor shall notify the Town of Bay Harbor Police 24 hours in advance of any lane closing of a duration greater than one hour and at the beginning and ending of each phase.
6. Contractor shall maintain bridge traffic as indicated on Phase 1, 2 and 3. Total bridge closures shall be permitted between the time of 10:00 PM to 5:00 AM for no more than three (3) consecutive days. Contractor shall provide a written request for a total bridge closure to the Town of Bay Harbor at least 30 calendar days prior to closure.
7. Contractor shall provide detour alternatives (MOT Plans) to EOR for approval. Plans shall be signed and sealed by a Florida Professional Engineer. Off duty officers are required and will be provided by the Town.
8. Contractor shall maintain traffic gates to ensure their effective use. Relocate existing traffic gates & bridge signals not in use (closed WB or EB lanes) or Contractor shall provide temporary gates as required to maintain on-going and off-going operation.
9. Any Temporary Lane Separator placed on Bascule Span must allow for operation of the span. Bolt or wire to attach separator to Bascule Span grating.
10. Contractor shall provide a complete temporary Steel barrier assembly on bascule span per the following requirements:
    a. Design the barrier assembly in accordance with the 17th Edition (including interims) of the AASHTO Standard Specifications for Highway Bridges.
    b. Submit shop drawings to the Engineer of record for approval. Five sets of design drawings and three sets of design calculations (signed and sealed by a Florida Professional Engineer) are required for submittal.
    c. Barrier assembly shall not to weigh more than an average of 31 lb/ft.
    d. The barrier assembly to become the property of the Contractor at the end of the project.
    e. Taper barrier ends back away from traffic as shown in plan.
    f. The Contractor is responsible to balance the additional weight on the span resulting from the temporary steel barrier.
11. Contractor shall remove existing conflicting stripes per each Traffic Control Phase. Cost of removing conflicting stripes is included in Maintenance of Traffic Pay Item No. 102-1.
12. Existing pavement markings are to be restored upon completion of each phase to extent necessary so not to interfere with the pavement markings required in subsequent phase(s). The Contractor shall use temporary removable striping in transition areas, on concrete bridge decks, and whenever pavement markings have to be changed frequently, unless instructed otherwise by the Engineer. All pavement markings shall be restored to existing conditions upon completion of construction.
13. Cost of removal of Work Zone Pavement Markings (including paint, removable tape and markers), regardless of method, to be included in the related pavement marking/markers pay items. Cost of removal of pavement markings and markers, existing prior to construction, to be included in Maintenance of Traffic, LS.
14. At the discretion of the Engineer, if a lane closure caused extended congestion or delay, the Contractor shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.
15. The traffic and travel ways shall not be altered by the Contractor to create a work zone until all labor and materials are available for the construction in that area.
16. The Contractor shall not propose an alternative Traffic Control Plan that reduces the number of travel lanes shown on the contract Traffic Control Plans.
17. Two Construction Information Signs are required for this project. Cost of the signs is included in the Pay Item 102-1 – Maintenance of Traffic.
18. Temporary lane transitions, shifts, and crossovers shall have solid lane and edge lines for the length of the transition, shift or crossover. In addition, solid lane and edge lines shall extend 100 ft. on tangent beyond each end of the transition, shift or crossover. Exception shall be through intersections where 2-4 ft. skip lines will be placed.



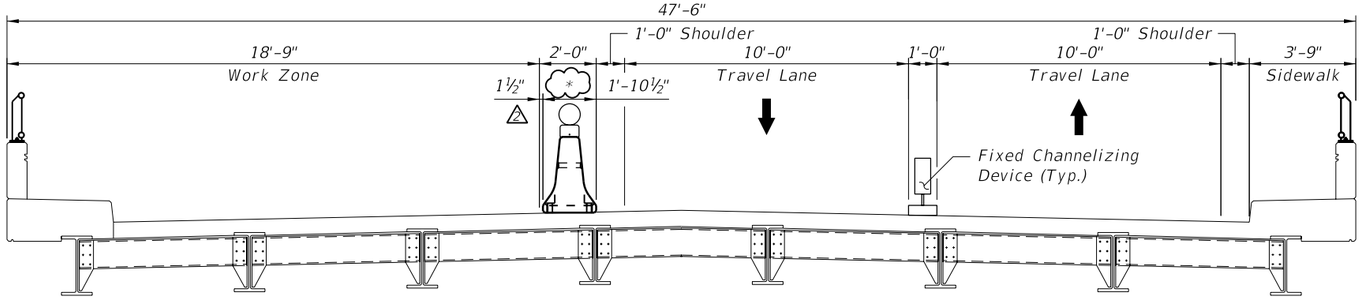
TYPICAL SECTION



TRAFFIC CONTROL PHASE 1 (EASTBOUND CLOSURE)



TRAFFIC CONTROL PHASE 2 (CENTER LANES CLOSURE)



TRAFFIC CONTROL PHASE 3 (WESTBOUND CLOSURE)

2 * Refer to Traffic Control Plans, Phases 1 through 3, for limits of temporary barrier wall.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revise TCP General Notes			

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TOWN OF BAY HARBOR ISLANDS

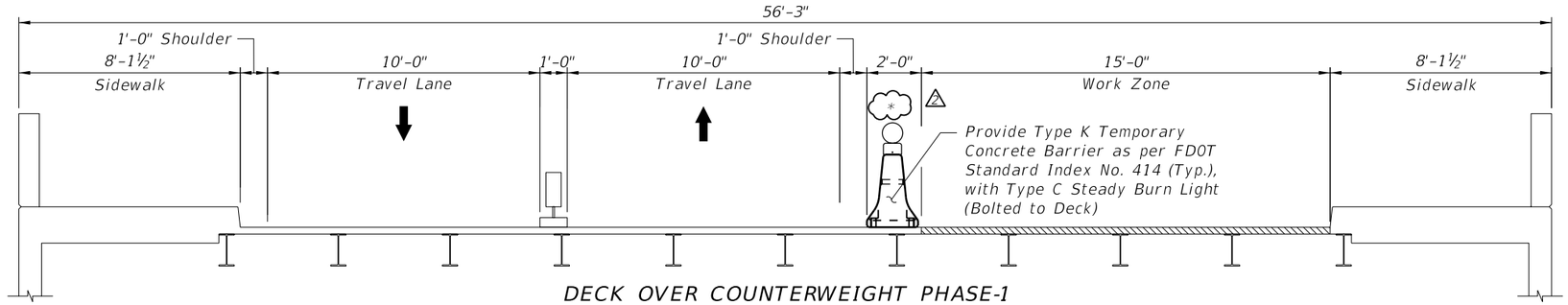
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: TRAFFIC CONTROL GENERAL NOTES AND TYPICAL SECTION

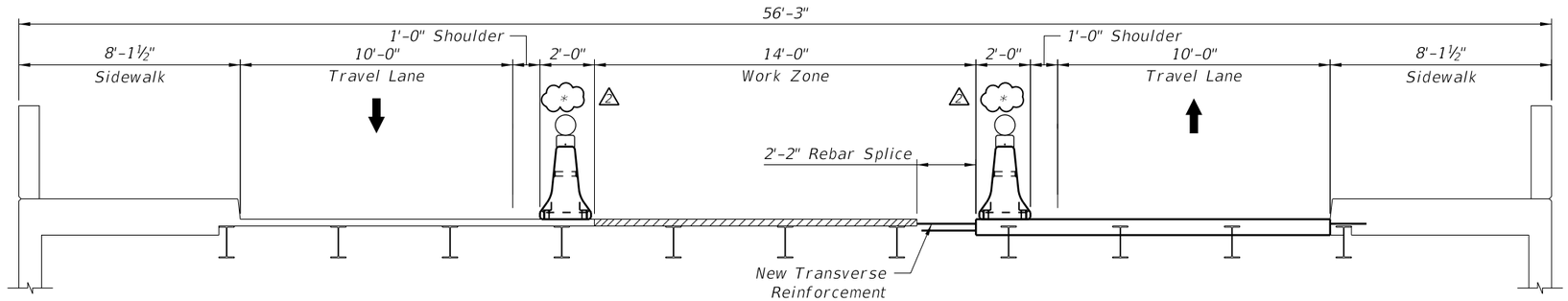
REF. DWG. NO. G-8

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

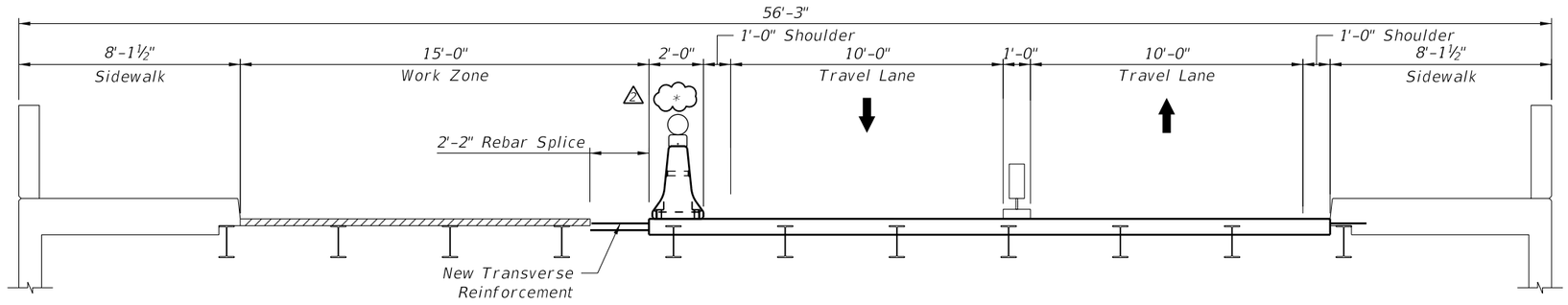
SHEET NO. B-8



DECK OVER COUNTERWEIGHT PHASE-1



DECK OVER COUNTERWEIGHT PHASE-2



DECK OVER COUNTERWEIGHT PHASE-3

2 * Refer to Traffic Control Plans, Phases 1 through 3, for limits of temporary barrier wall.

LEGEND

Remove

NOTES:

1. See Dwg. No. BL-15 for reinforcement details.
2. Coordinate Rebar splicing with TCP Phasing.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Add Traffic Control Plan Note			

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TOWN OF BAY HARBOR ISLANDS

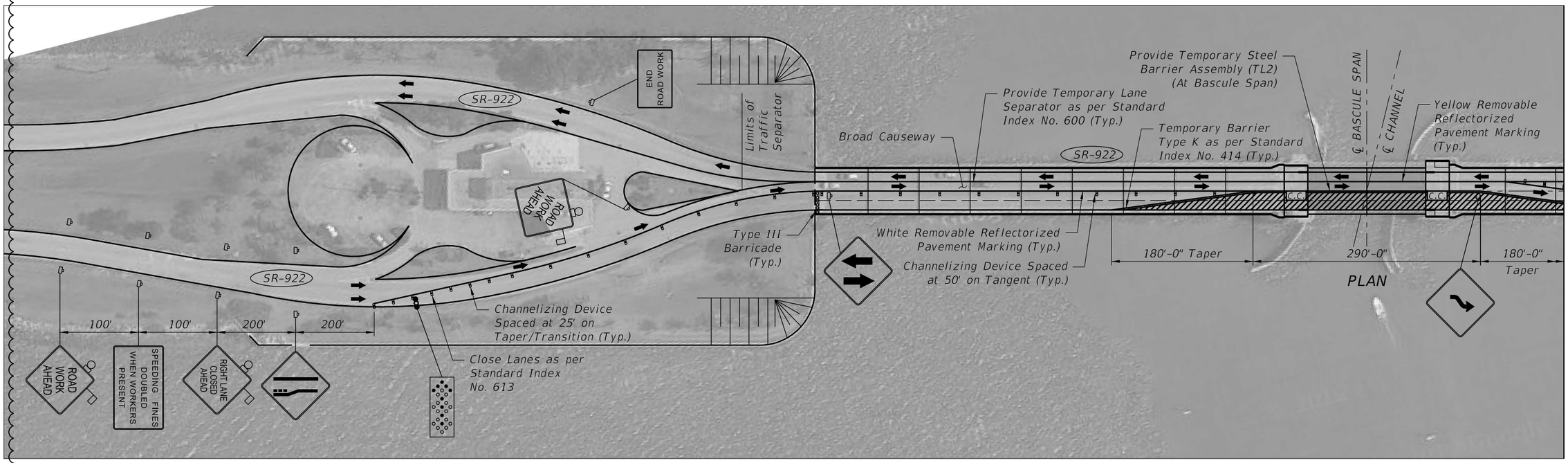
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922	MIAMI-DADE	BC142

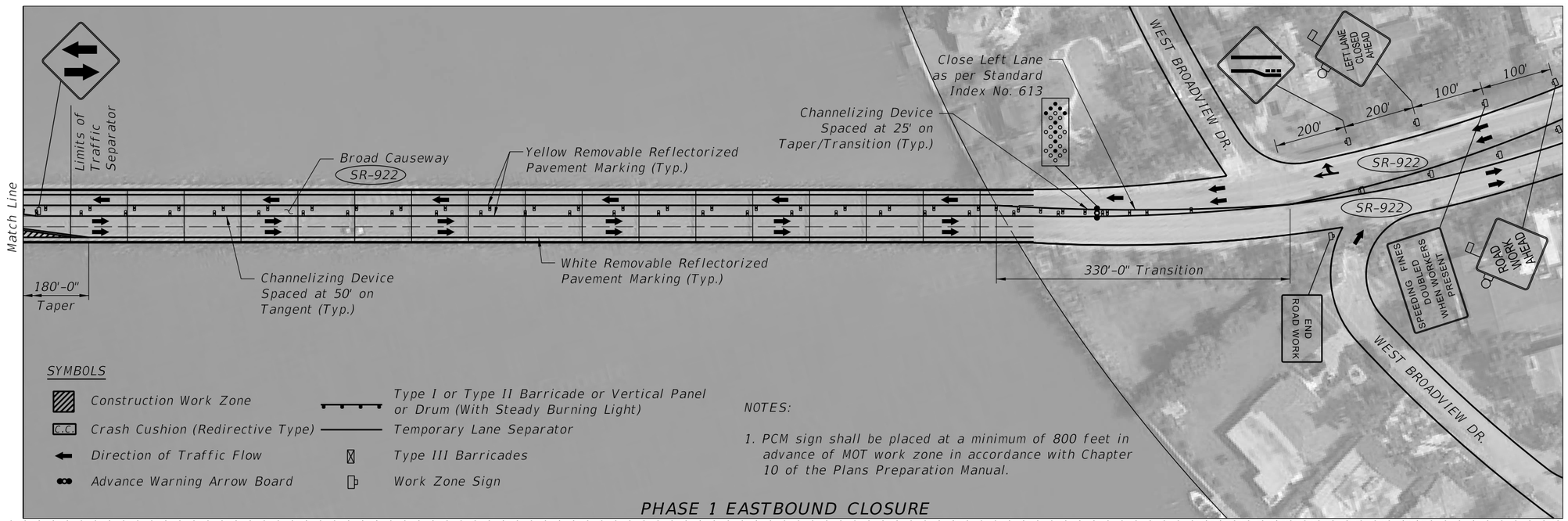
SHEET TITLE: TRAFFIC CONTROL DECK OVER COUNTERWEIGHT SECTION

REF. DWG. NO. G-9

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B-9





PHASE 1 EASTBOUND CLOSURE

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

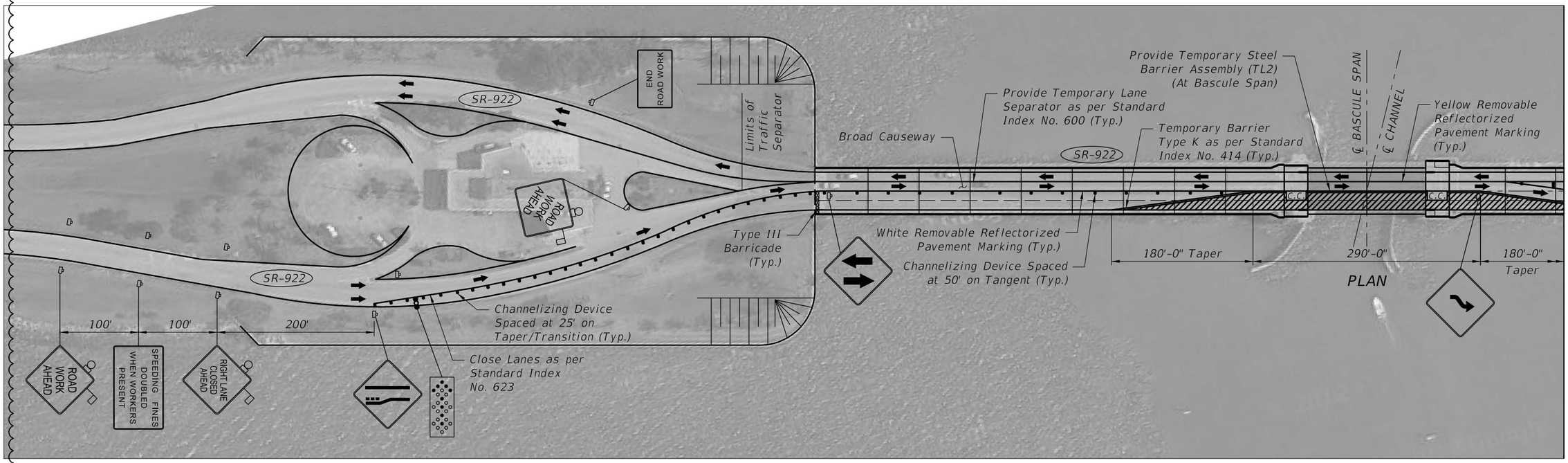
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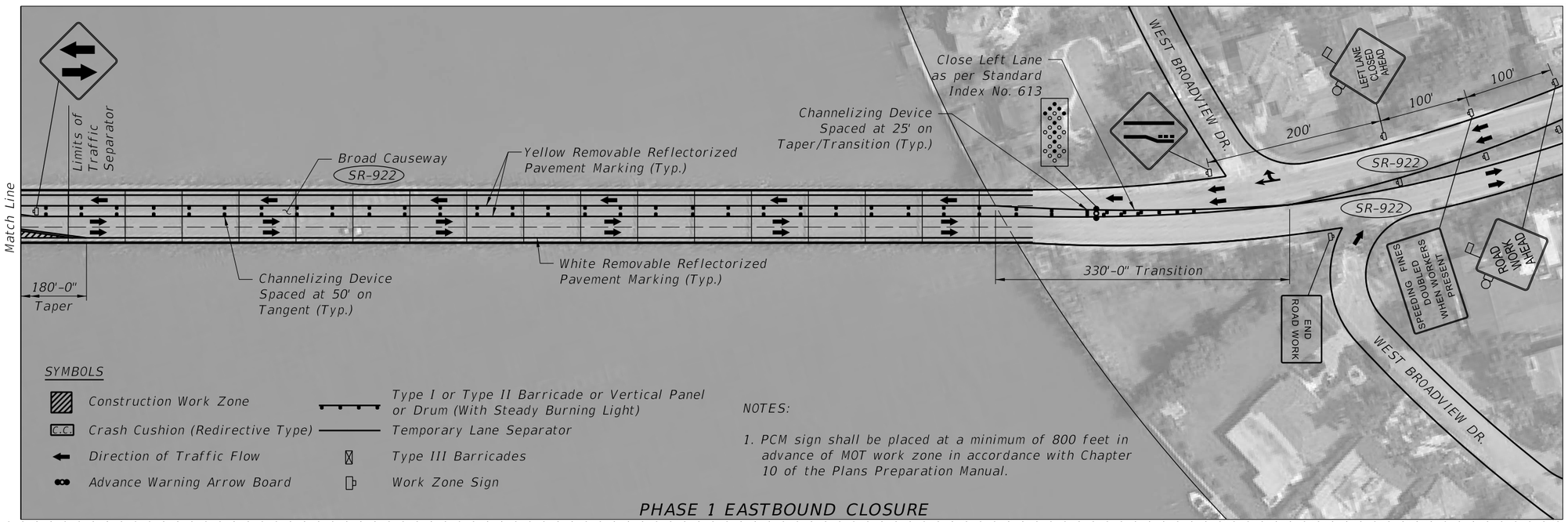
REF. DWG. NO.: G-10

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B-10

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SYMBOLS

- Construction Work Zone
- C.C. Crash Cushion (Redirective Type)
- Direction of Traffic Flow
- Advance Warning Arrow Board
- Type I or Type II Barricade or Vertical Panel or Drum (With Steady Burning Light)
- Temporary Lane Separator
- Type III Barricades
- Work Zone Sign

NOTES:

1. PCM sign shall be placed at a minimum of 800 feet in advance of MOT work zone in accordance with Chapter 10 of the Plans Preparation Manual.

PHASE 1 EASTBOUND CLOSURE

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

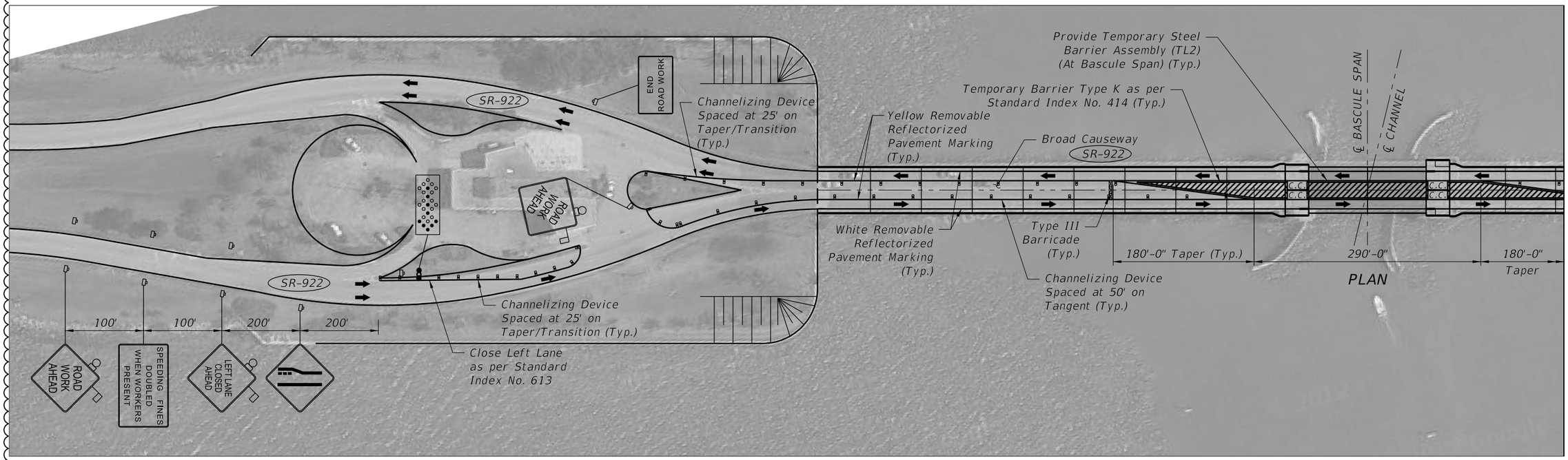
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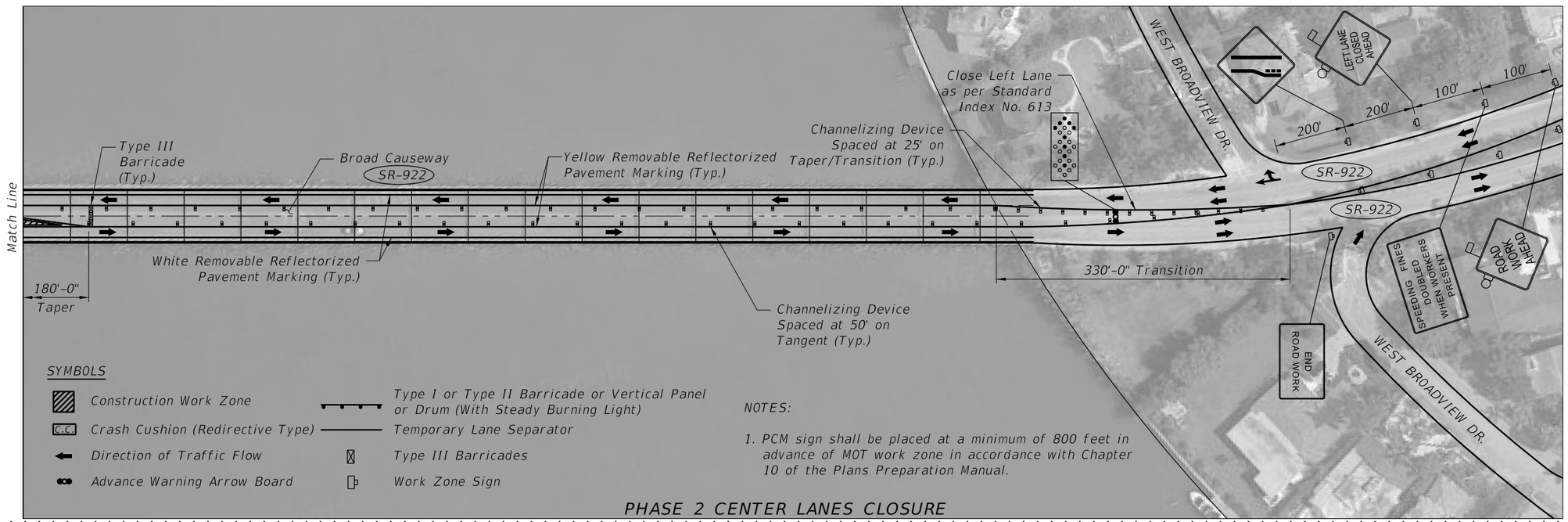
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B-10

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SYMBOLS

- Construction Work Zone
- C.C. Crash Cushion (Redirective Type)
- Direction of Traffic Flow
- Advance Warning Arrow Board
- Type I or Type II Barricade or Vertical Panel or Drum (With Steady Burning Light)
- Temporary Lane Separator
- Type III Barricades
- Work Zone Sign

NOTES:

1. PCM sign shall be placed at a minimum of 800 feet in advance of MOT work zone in accordance with Chapter 10 of the Plans Preparation Manual.

PHASE 2 CENTER LANES CLOSURE

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

HARDESTY & HANOVER, LLC
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CHECKED BY: CG 5-14	
DESIGNED BY: CG 5-14	
CHECKED BY: JA 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

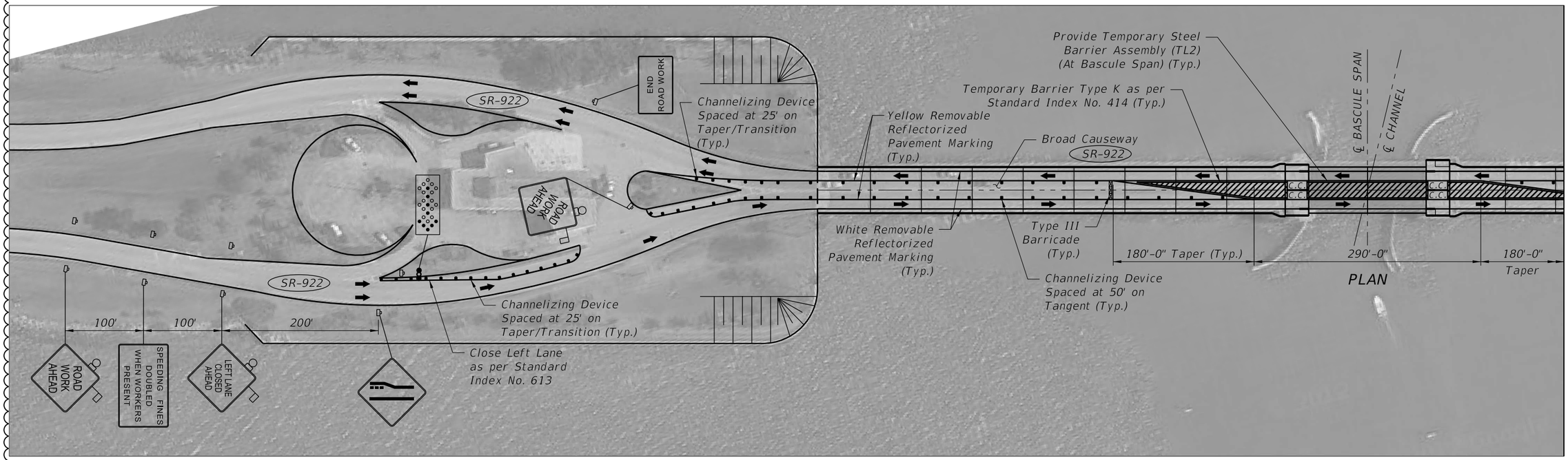
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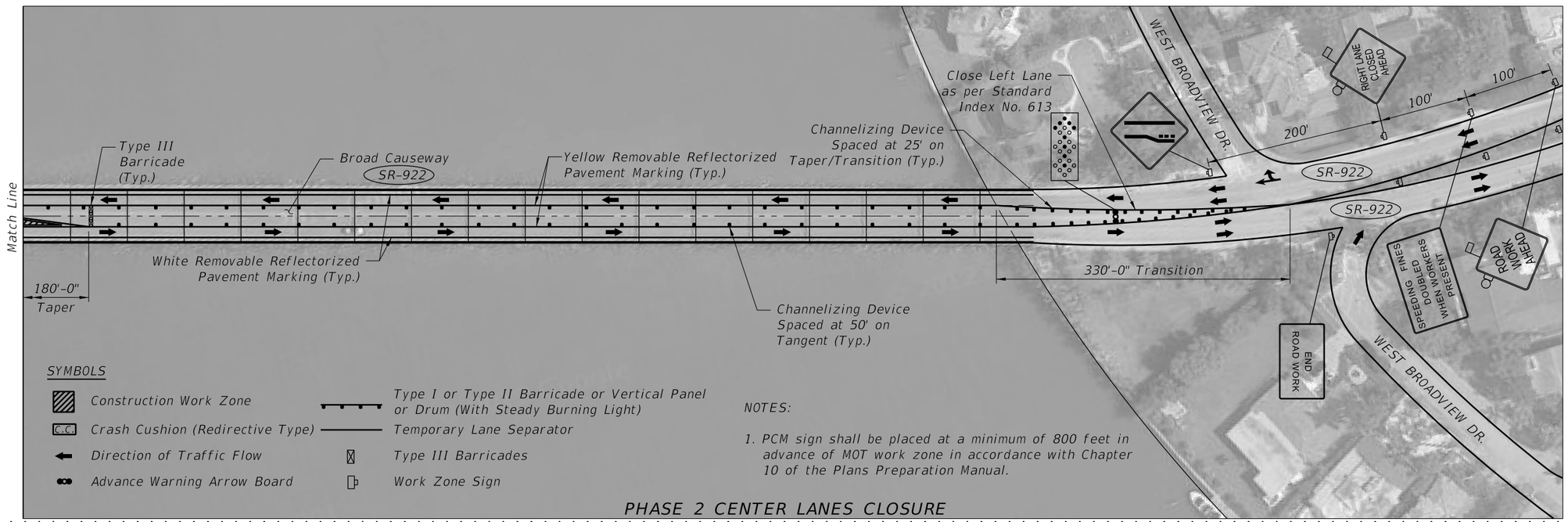
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B-11

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PHASE 2 CENTER LANES CLOSURE

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

HARDESTY & HANOVER, LLC
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DESIGNED BY: CG 5-14	
CHECKED BY: JA 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

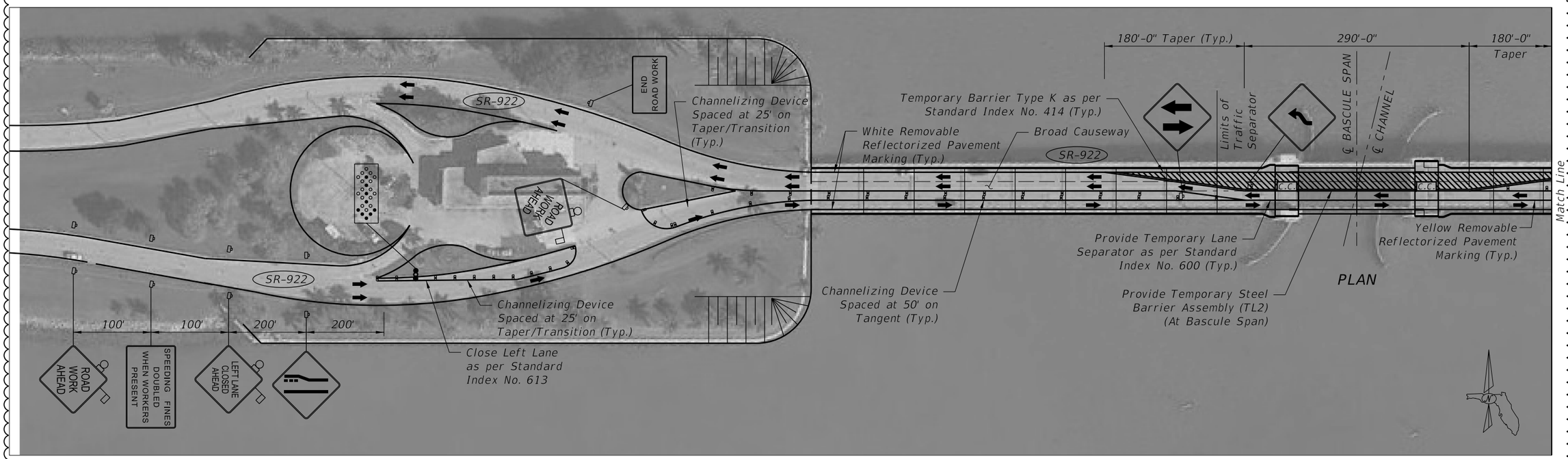
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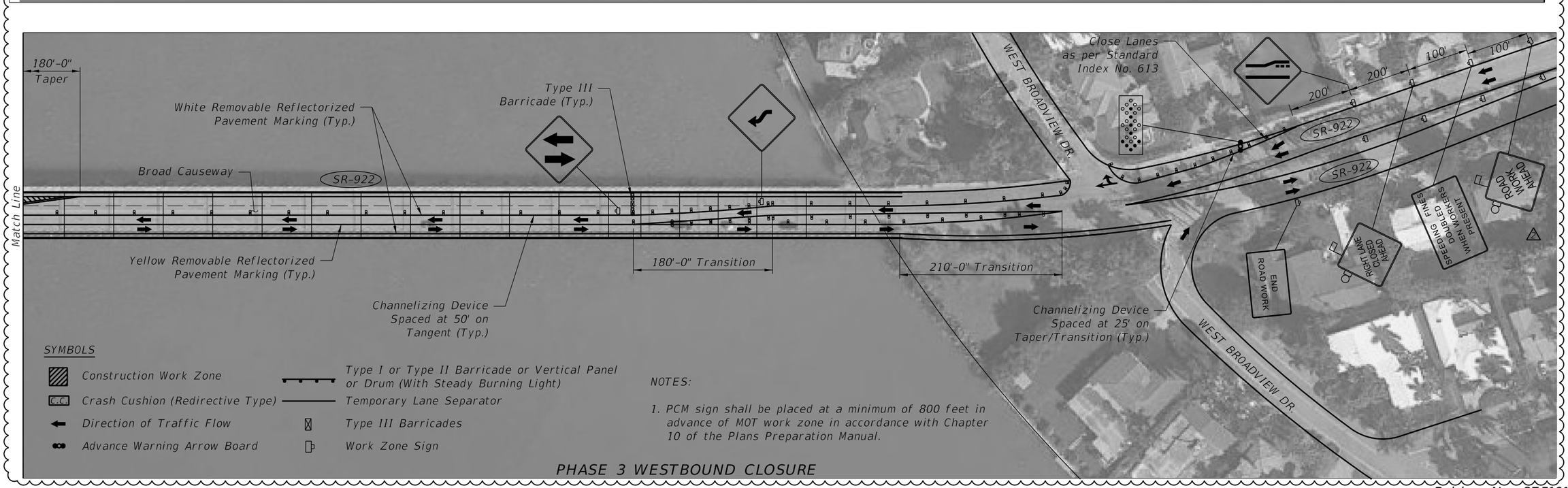
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SHEET NO. B-11

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PHASE 3 WESTBOUND CLOSURE

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

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Johan Aranda, P.E. #69800
Certificate of Authorization #29741

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KS 5-14	CG 5-14	CG 5-14	JA 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

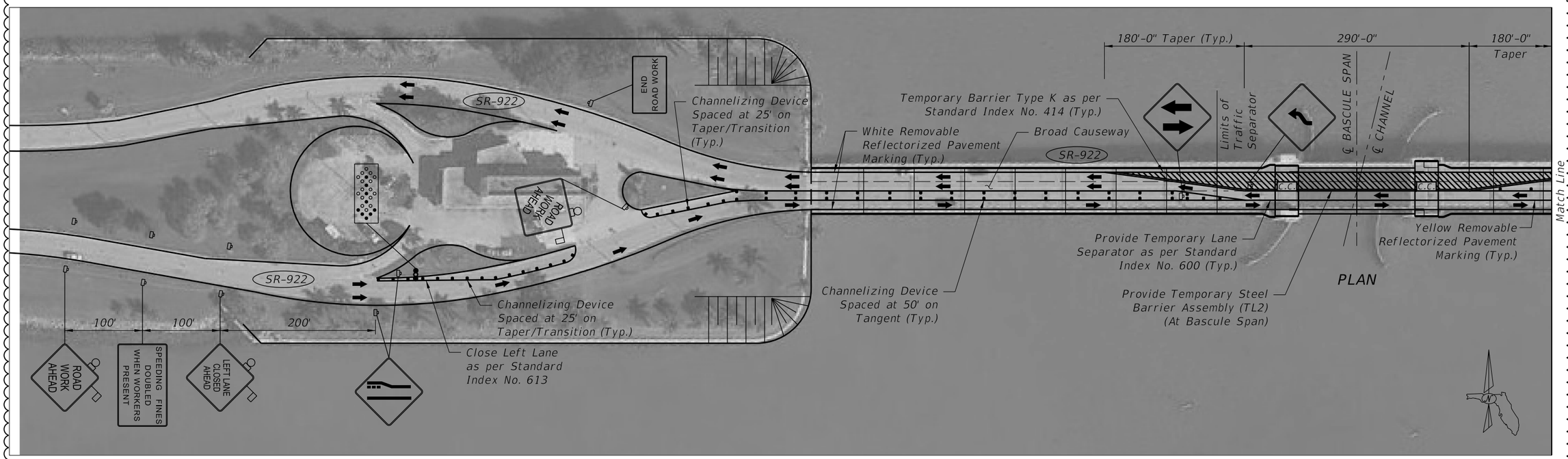
SHEET TITLE: TRAFFIC CONTROL PLANS (3 OF 3)

REF. DWG. NO. G-12

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B-12

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PHASE 3 WESTBOUND CLOSURE

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised			

HARDESTY & HANOVER, LLC
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

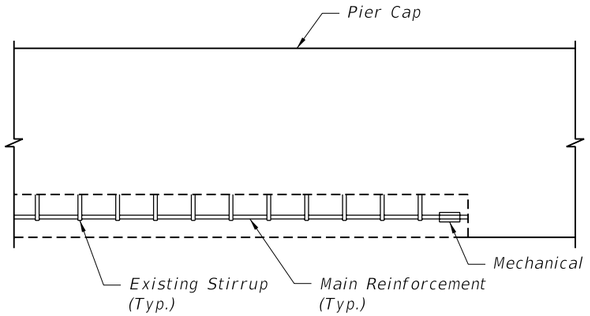
SHEET TITLE: TRAFFIC CONTROL PLANS (3 OF 3)

REF. DWG. NO. G-12

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B-12

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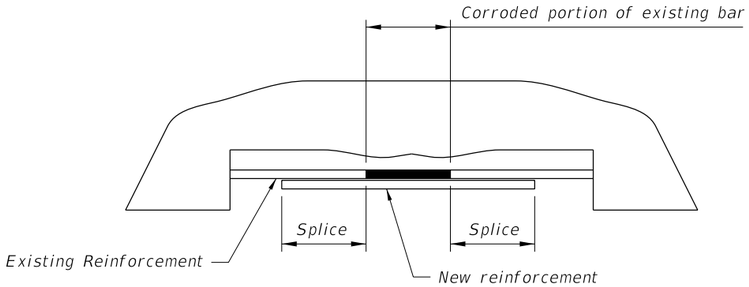


MECHANICAL COUPLER DETAIL

MECHANICAL COUPLER DETAIL NOTES:

1. As an alternative to splicing or doweling, the Contractor may use Mechanical Couplers to prevent excess removal of sound concrete, etc.
2. Provide Mechanical Couplers in order to maintain continuity of reinforcing steel.
3. The mechanical couplers used as splice alternative shall be from the FDOT QPL list.
4. After installing Mechanical Couplers, use Spall Repair Detail–2 on Dwg. No. G–14. △2

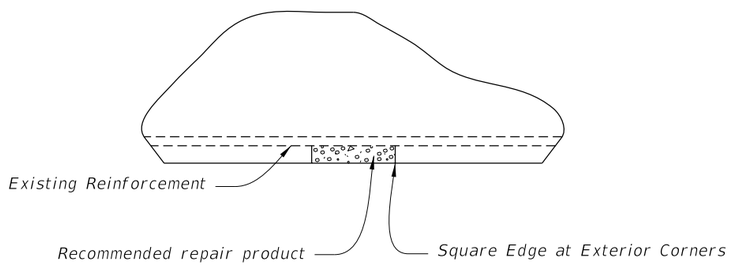
△2



SPLICE DETAIL

SPLICE NOTES:

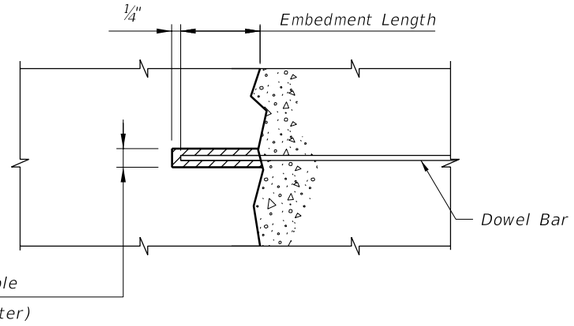
1. This detail is applicable when the existing reinforcement exhibits 80% reduction in its cross sectional area due to corrosion. △2
2. Splices shall be staggered.
3. After splicing, use spall Repair Detail–2 (Dwg. No. G–14) for spall repair.
4. As an alternative to splicing, reference the Mechanical Coupler Detail.



SPALL REPAIR DETAIL-1

SPALL REPAIR DETAIL 1 NOTES:

1. Chip to sound concrete.
2. If more than half of perimeter of reinforcing bar is exposed or bond around bar is broken use Spall Repair Detail 2.
3. Thoroughly clean reinforcing steel and concrete surfaces by hand grind and / or brush clean followed by blowing with compressed air.
4. Prime the surface to be repaired with recommended product, using stiff brushes to work into surface.
5. While priming material is tacky, fill voids with recommended product to original neat lines.



DOWEL DETAIL

DOWEL NOTES:

1. Dowels shall be utilized at locations where splicing may result in the removal of excess sound concrete, etc.
2. Before drilling, locate all existing bars next to proposed holes. Prevent any damage to existing reinforcement.
3. Drilled hole diameter shall be ⅛" plus bar diameter.
4. Holes for dowel bars shall be thoroughly cleaned prior to placing epoxy resin & dowels.
5. The adhesive anchor system used shall be class IV as listed in FDOT Qualified Products List (QPL)
6. Support dowels in position until epoxy is set.
7. The embedment dowel lingth and size of drilled holes shall be determined by adhesive manufacturer requirements.

△2

BAR SPLICE TABLE	
BAR SIZE	LAP LENGTH
4	1'-9"
5	2'-2"
6	2'-7"

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	△2 Revise Notes, Add Table, Remove Detail			

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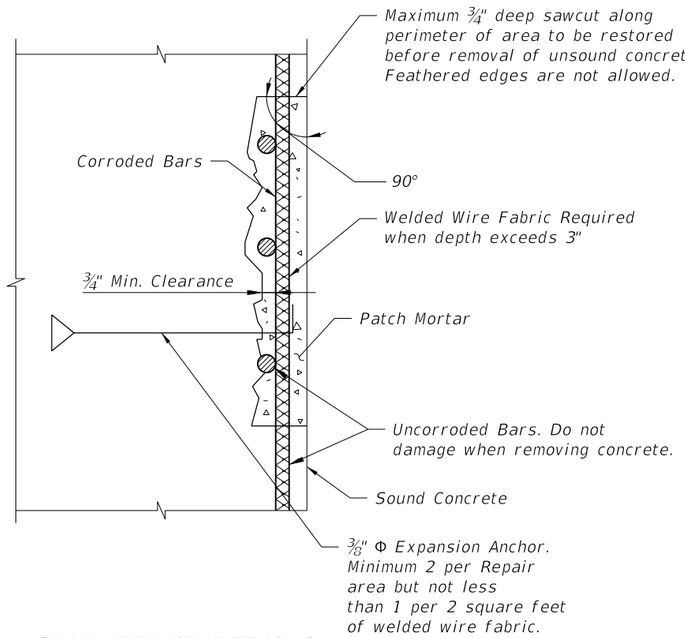
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SPALL REPAIR DETAILS (1 OF 2)

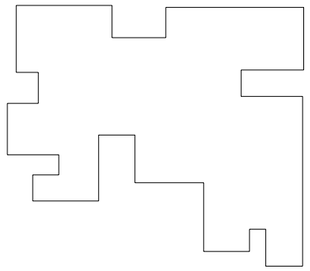
REF. DWG. NO.: G-13

PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION

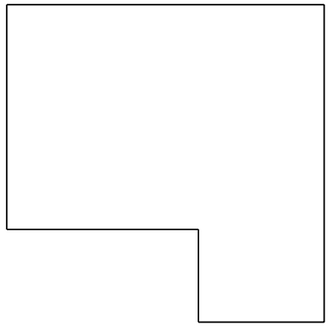
SHEET NO.: B-13



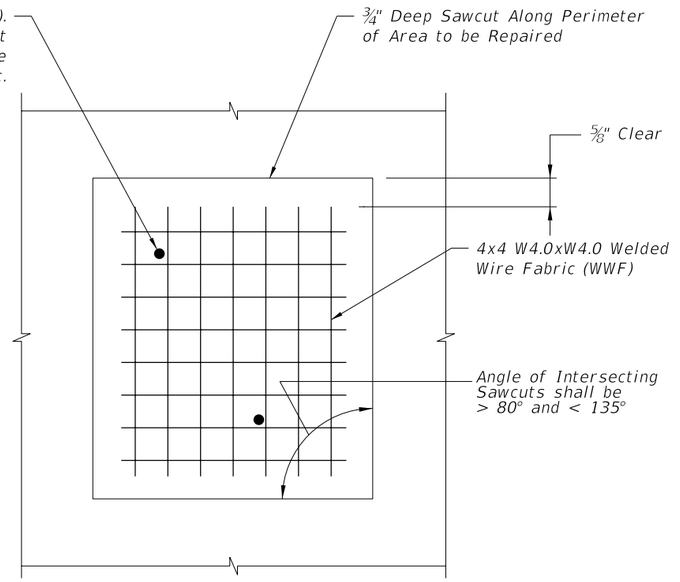
SPALL REPAIR DETAIL-2



BOUNDARY OF LOOSE / DELAMINATED CONCRETE



RECOMENDED LAYOUT



WELDED WIRE FABRIC DETAIL

(Exposed Existing Reinforcing Steel Not Shown for Clarity)

SPALL REPAIR DETAIL–2 NOTES:

1. The Contractor shall inspect, sound test, and mark the perimeter of the concrete areas to be repaired. Submit proposed repair areas to the Engineer for approval.
2. Saw cut along the perimeter of concrete to be restored. (See Detail–2, this sheet). Remove all unsound concrete to the satisfaction of the Engineer. The reinforcing steel shall be completely exposed with enough clearance behind the bar to assure full encasement and bond with the new concrete repair material. Provide ¾" to 1" clearance between exposed reinforcing and surrounding concrete. Supplement any existing reinforcing steel found to have 50% or more loss of area by splicing a new bar of equal size over affected section (see Splice Detail, Dwg. No. G–13).
3. Keep repair configuration as simple as possible, preferably with squared corners as shown in Detail 2, this sheet.
4. Unsound concrete shall be removed using hand–held equipment only. Pneumatic hammers heavier than 15 pounds class (nominal) (30 pounds maximum) shall not be used.
5. Exercise special care when removing unsound concrete to avoid damaging existing reinforcing steel, embedded anchorages or break the bond between the steel and sound concrete to remain.
6. When unsound material has been removed but corrosion on the existing reinforcing steel extends into the sound concrete, concrete shall be removed to 1" beyond the end of the area of corrosion, where the bar is free of corrosion and is well bonded to solid concrete.
7. If non–corroded reinforcing steel is exposed during concrete removal, care shall be taken to not damage the bar's bond to solid concrete. If bond between bar and concrete is broken, the concrete shall be removed to provide clearance as detailed in Note 3.
8. Any existing reinforcing steel damaged by the Contractor's actions in the process of removing unsound concrete or cleaning reinforcing steel shall be repaired to the satisfaction of the Engineer at the Contractor's expense.
9. All existing reinforcing steel to remain shall be media blasted prior to application of the patch material to SSPC SP10.
10. The concrete surface prior to applying repair material shall be cleaned by media blasting to remove loose particles, dirt, tar, oil and dust.
11. The placement of forms and pouring shall be completed as soon as practical after surface cleaning (72 hours max.).
12. When depth of concrete removal exceeds 3" install galvanized welded wire fabric and expansion anchors as shown in the Concrete Spall Repair Detail–1 this sheet.
13. Repair concrete spall areas using Polymer Modified–Portland–Cement Mortar. Material shall be selected from the Florida Department of Transportation's Qualified Products List and submitted to the Engineer for approval. Match repair service to surrounding concrete surfaces.
14. For spalls in which formwork is not needed, the repair material can be placed by hand and troweled to match the original section. Defects in the base concrete such as broken pieces, voids, honeycomb, corrosion, etc. must be removed. Notes 3 thru 13 above shall also apply to these areas.
15. The Contractor shall stop work immediately and notify the Engineer prior to preceding with the work when:
    - –Substructure repair requires more than six (6) inches of concrete depth removal.
    - –Repair area extends more than twelve (12) inches in any direction beyond the repair area initially identified.
16. Details are applicable to all orientations: Horizontal (including overhead) and Vertical.

SPECIAL NOTES FOR WELDED WIRE FABRIC:

1. Field bend WWF to conform with any changes in the concrete surface configuration.
2. Tie each expansion anchor bolt to welded wire fabric with galvanized wire.
3. Expansion anchor bolts and WWF installation shall be approved by the Engineer prior to placement of repair mortar.

△2

Bridge Nos. 875101, 875102, 875103

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	△2 Revise Notes			

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Timothy J. Noles, P.E. #49891
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CHECKED BY: TN 5-14
DESIGNED BY: SH 5-14
CHECKED BY: TN 5-14

TOWN OF BAY HARBOR ISLANDS

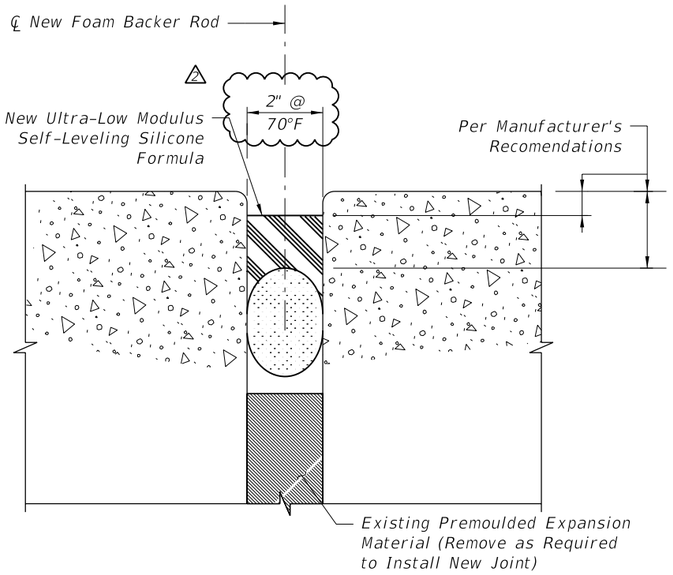
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SPALL REPAIR DETAILS (2 OF 2)

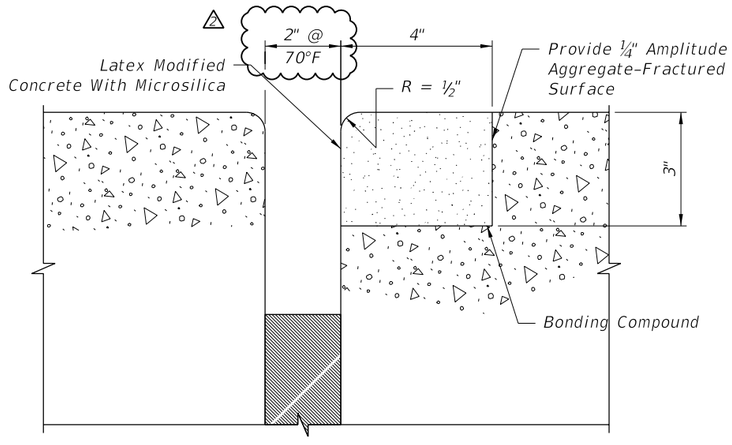
REF. DWG. NO. G-14

PROJECT NAME: BROAD CAUSEWAY BASCULE, NE 96TH ST, AND KANE CONCOURSE BRIDGES REHABILITATION

SHEET NO. B-14



EXPANSION JOINT REPAIR DETAIL



TYPICAL NOSING DAMAGE REPAIR

EXPANSION JOINTS REPAIR LOCATIONS

DEFICIENCY TYPE	LOCATION
Elastomer Failure	Pier 12
Elastomer Failure	Pier 13
Elastomer Failure	Pier 16
Elastomer Failure	Pier 18
Elastomer Failure	Pier 21
Elastomer Failure	Pier 22
Nosing Failure	Pier 24
Elastomer Failure	Pier 25
Elastomer Failure	Pier 26

EXPANSION JOINT REPAIR NOTES

2 1. Replace the existing joints and or nosing at the piers listed in the Expansion Joint Repair Location Table per Standard Specification 458 with new expansion joint seals as shown in the "Expansion Joint Repair Detail" / "Typical Nosing Joint "Damage Repair" shown on this Drawing.

2. Repair quantities may differ at time of construction. Additional repairs may be directed by Engineer.

3. Clean concrete surfaces and patch any spalls as needed to restore roadway concrete surface near the joint and vertical surfaces of the joint gap. All cost for the work being done is to be included in Pay Item No. 458-1-21, Bridge Deck Expansion Joint.

4. The installation shall be as such to provide a continuous water seal across the entire bridge. Where practical, seal shall extend vertically upward at the barrier located at the edge of the bridge for at least 6" above roadway level, so as to seal against water.

5. Poured joint with backer rod expansion joint system shall be in accordance with Specifications Section 932 and Standard Index No. 21110.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Added Dim., Revised Note			

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TOWN OF BAY HARBOR ISLANDS

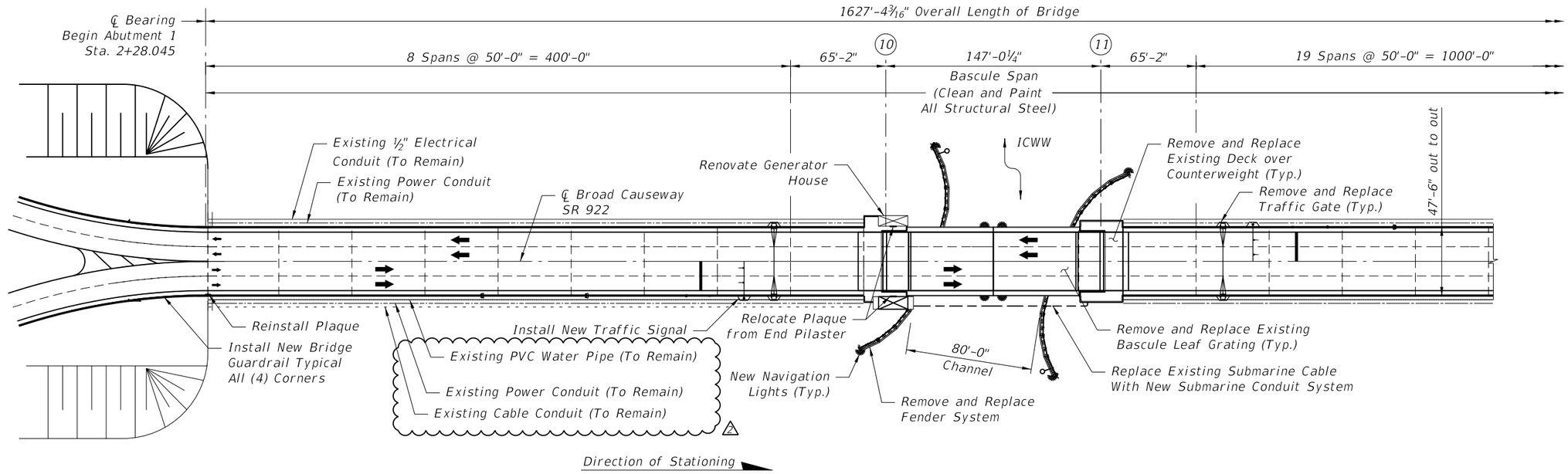
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: EXPANSION JOINT REPAIR DETAILS

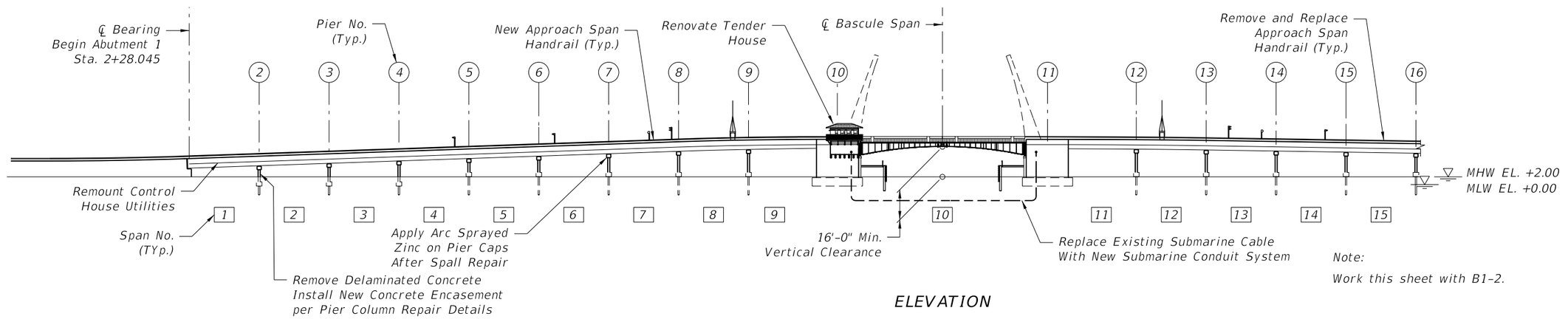
REF. DWG. NO.: G-15

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B-15



PLAN



ELEVATION

Note:

Work this sheet with B1-2.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revise Callouts			

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TOWN OF BAY HARBOR ISLANDS

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922	MIAMI-DADE	BC142

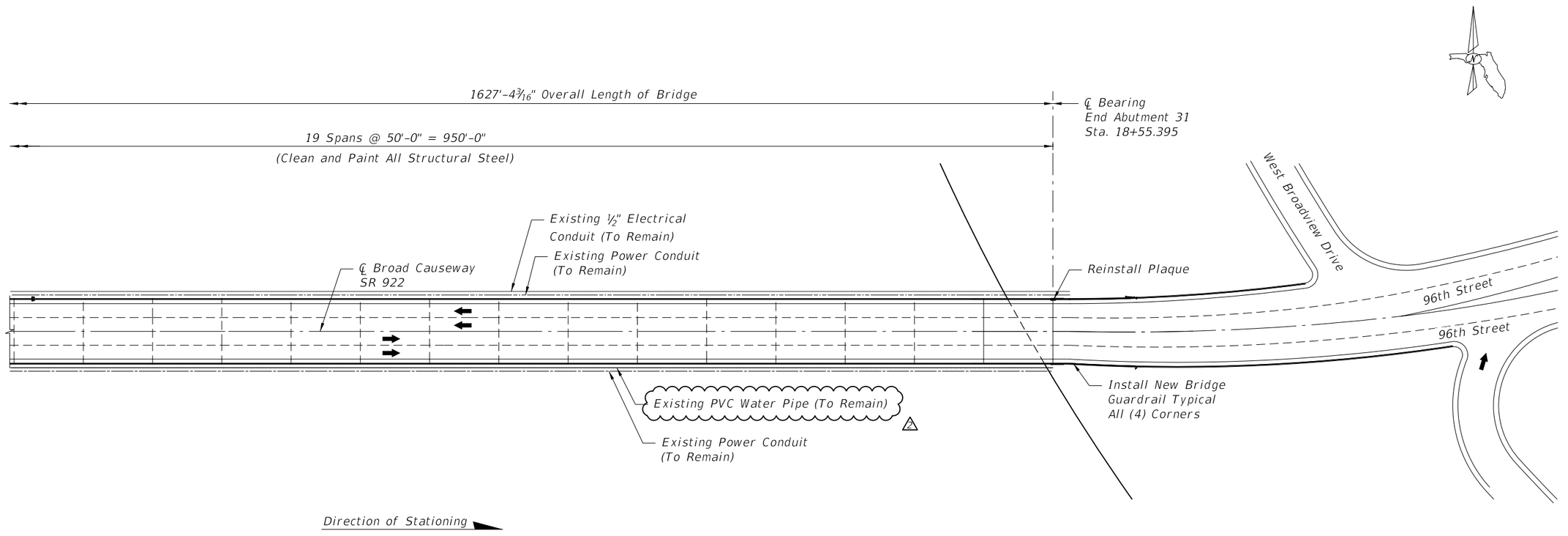
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REF. DWG. NO.: A-1

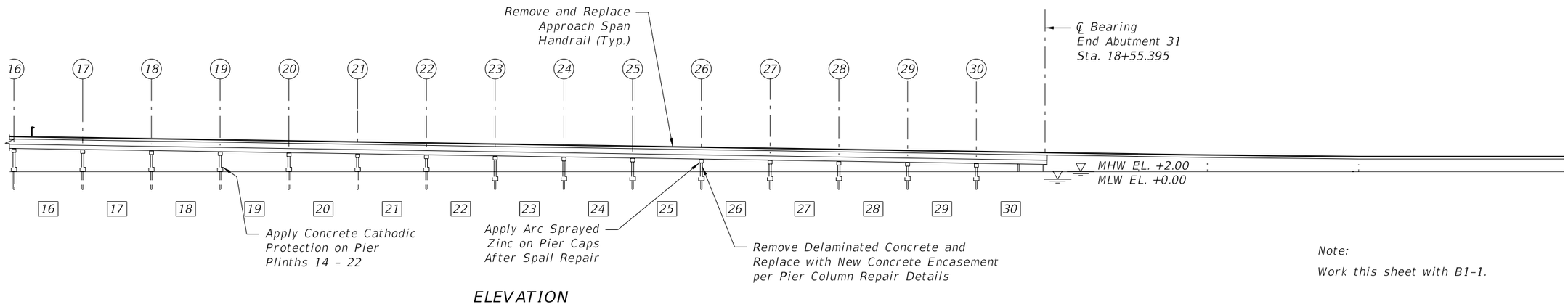
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SHEET NO.: B1-1

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PLAN



ELEVATION

Note:

Work this sheet with B1-1.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revise Callouts			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

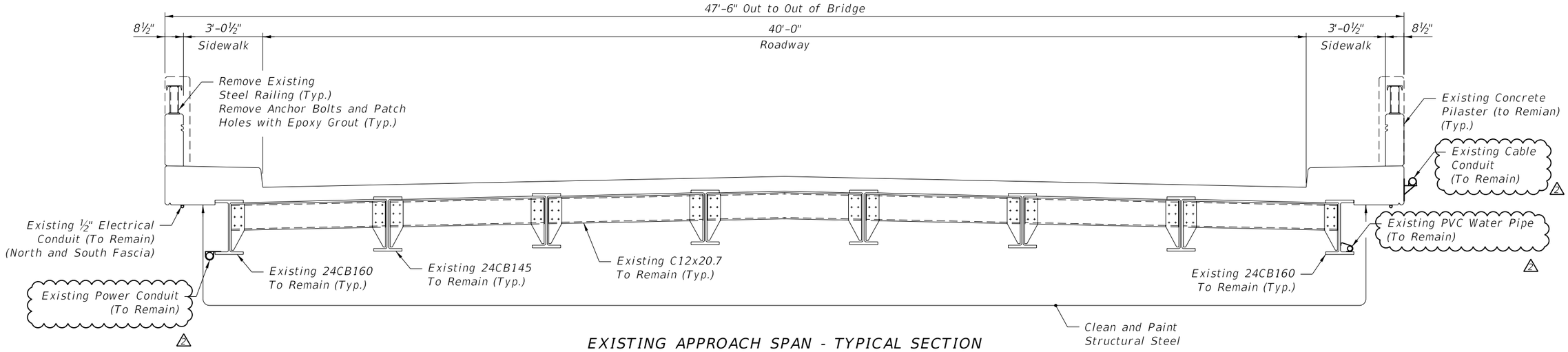
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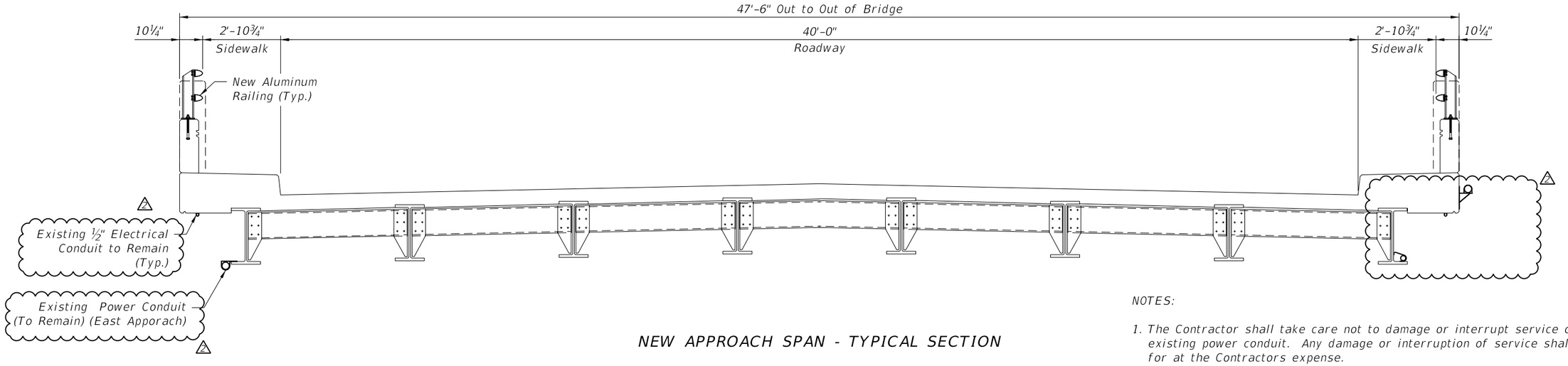
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-2

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EXISTING APPROACH SPAN - TYPICAL SECTION



NEW APPROACH SPAN - TYPICAL SECTION

NOTES:

1. The Contractor shall take care not to damage or interrupt service of the existing power conduit. Any damage or interruption of service shall be paid for at the Contractors expense.
2. Pay for work to clean and paint existing steel under Pay Item No. 561-1, Coating Existing Structural Steel.
3. Pay for work to remove existing steel railing under Pay Item No. 110-3, Removal of Existing Structure.
4. Pay for work to furnish and install new aluminum railing under Pay Item No. 460-70-2, Aluminum Bullet Railing, Double Rail (Pedestrian Railing).

1

2

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/9/14	SWH	1 Pay Item No. 512-2-419 revised to Pay Item No. 460-70-2.			
10-07-14	SWH	2 Revise Callouts			

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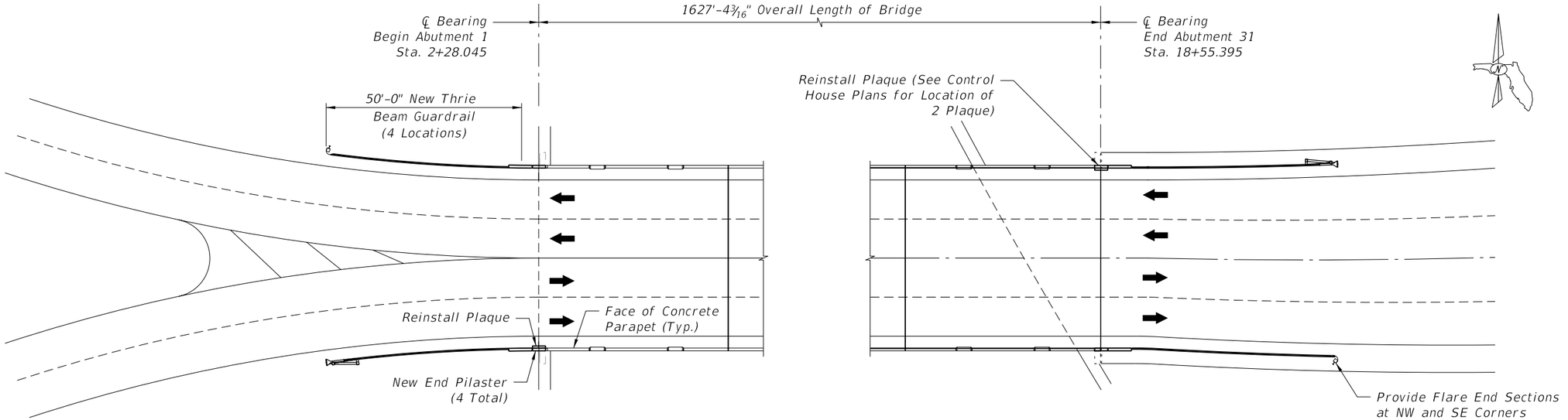
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REF. DWG. NO. A-3

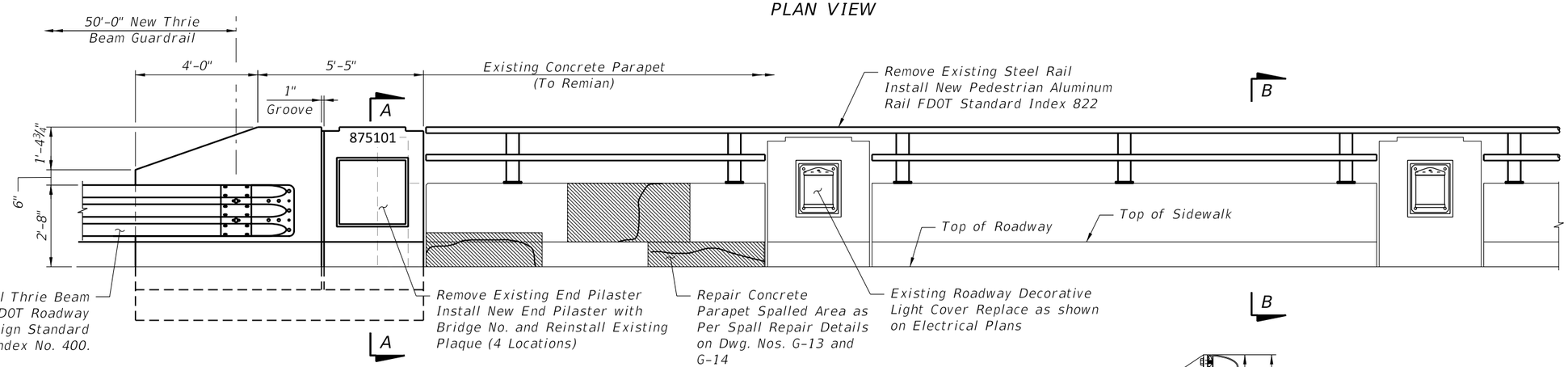
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SHEET NO. B1-3

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PLAN VIEW



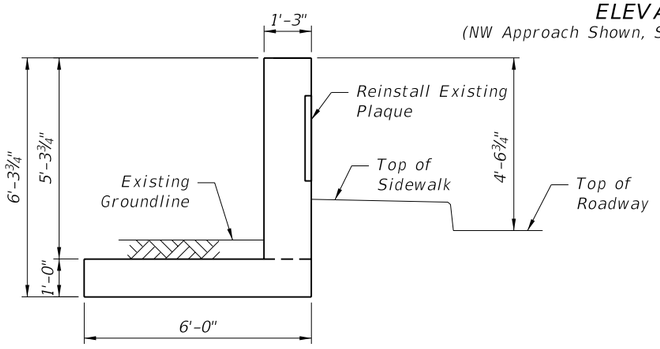
ELEVATION
(NW Approach Shown, SW, NE and SE Similar)

NOTES:

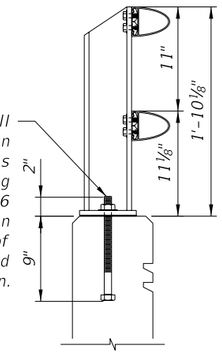
1. Pay for work to furnish and install new concrete transition, new concrete pilaster and relocate existing bridge plaque under Pay Item No. 400-4-4, Class IV Concrete (Superstructure).
2. See Dwg. No. A-5 for Concrete Barrier Transition Details.
3. Pay for work to furnish and install new thrie beam guardrail under Pay Item No. 536-1-1, Guardrail-Roadway.
4. Pay for work to furnish and install new End Anchorage Assembly under Pay Item No. 536-8, Guardrail-Bridge Anchorage Assembly, Furnish & Install.
5. Pay for work to restore delaminated concrete under Pay Item No. 401-70-3, Restore Spalled Areas.

Legend:

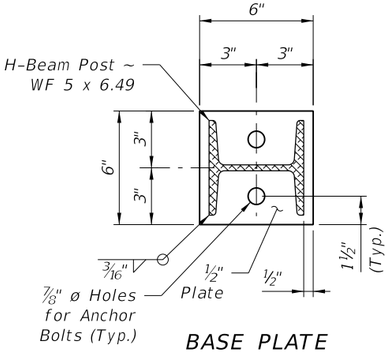
Repair Area



SECTION A-A



SECTION B-B



BASE PLATE DETAIL
Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
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SH 5-14	TN 5-14	SH 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
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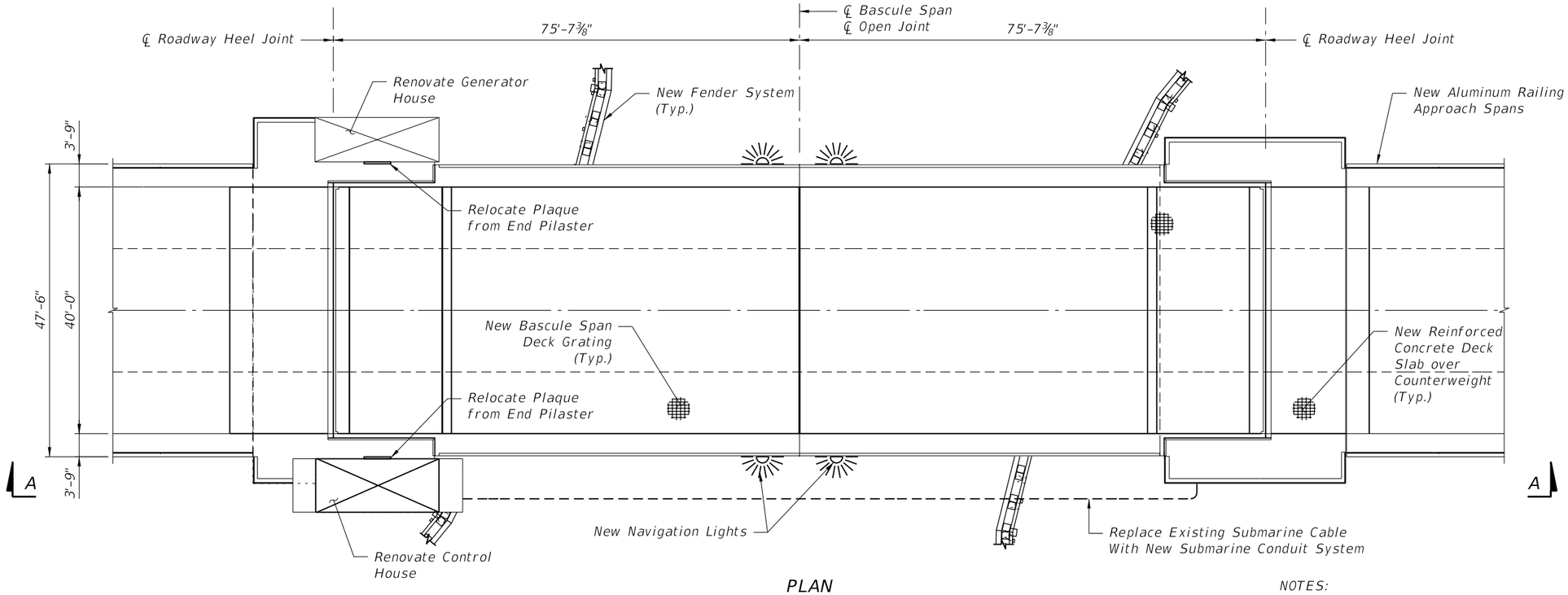
SHEET TITLE: BRIDGE GUARDRAIL PLAN AND ELEVATION

REF. DWG. NO.: A-4

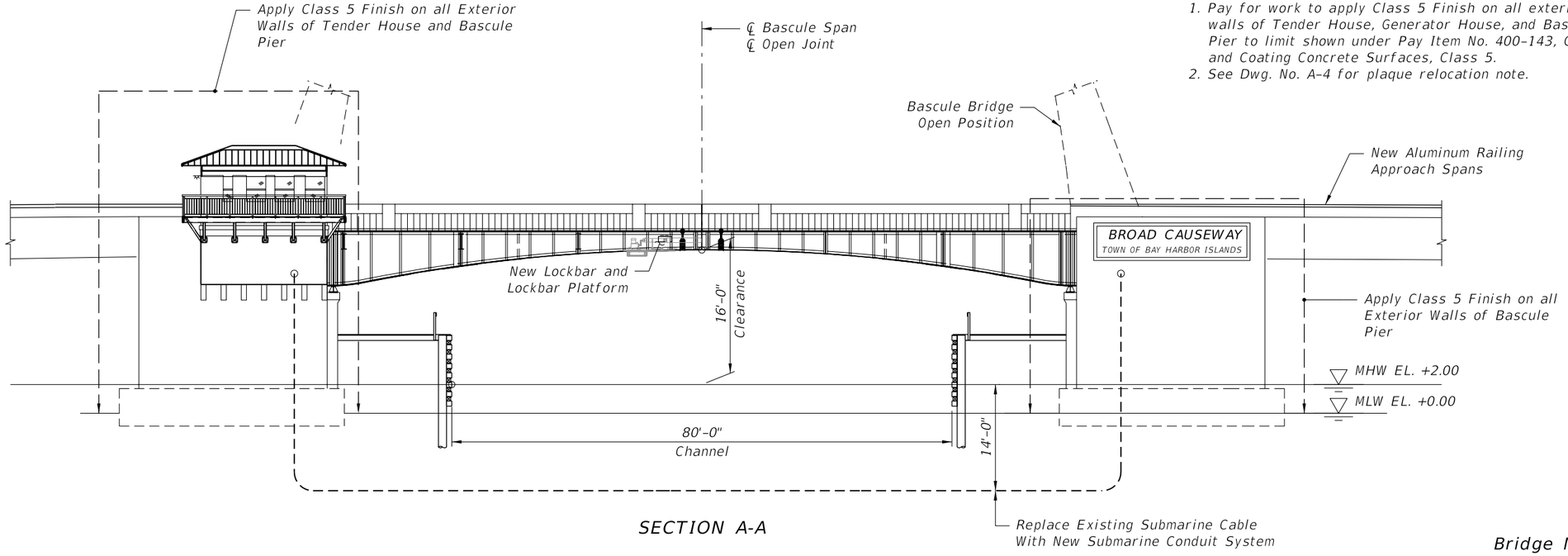
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-4

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PLAN



SECTION A-A

NOTES:

1. Pay for work to apply Class 5 Finish on all exterior walls of Tender House, Generator House, and Bascule Pier to limit shown under Pay Item No. 400-143, Cleaning and Coating Concrete Surfaces, Class 5.
2. See Dwg. No. A-4 for plaque relocation note.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

DRAWN BY: SH 5-14	
CHECKED BY: TN 5-14	
DESIGNED BY: SH 5-14	
CHECKED BY: TN 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN PLAN AND ELEVATION

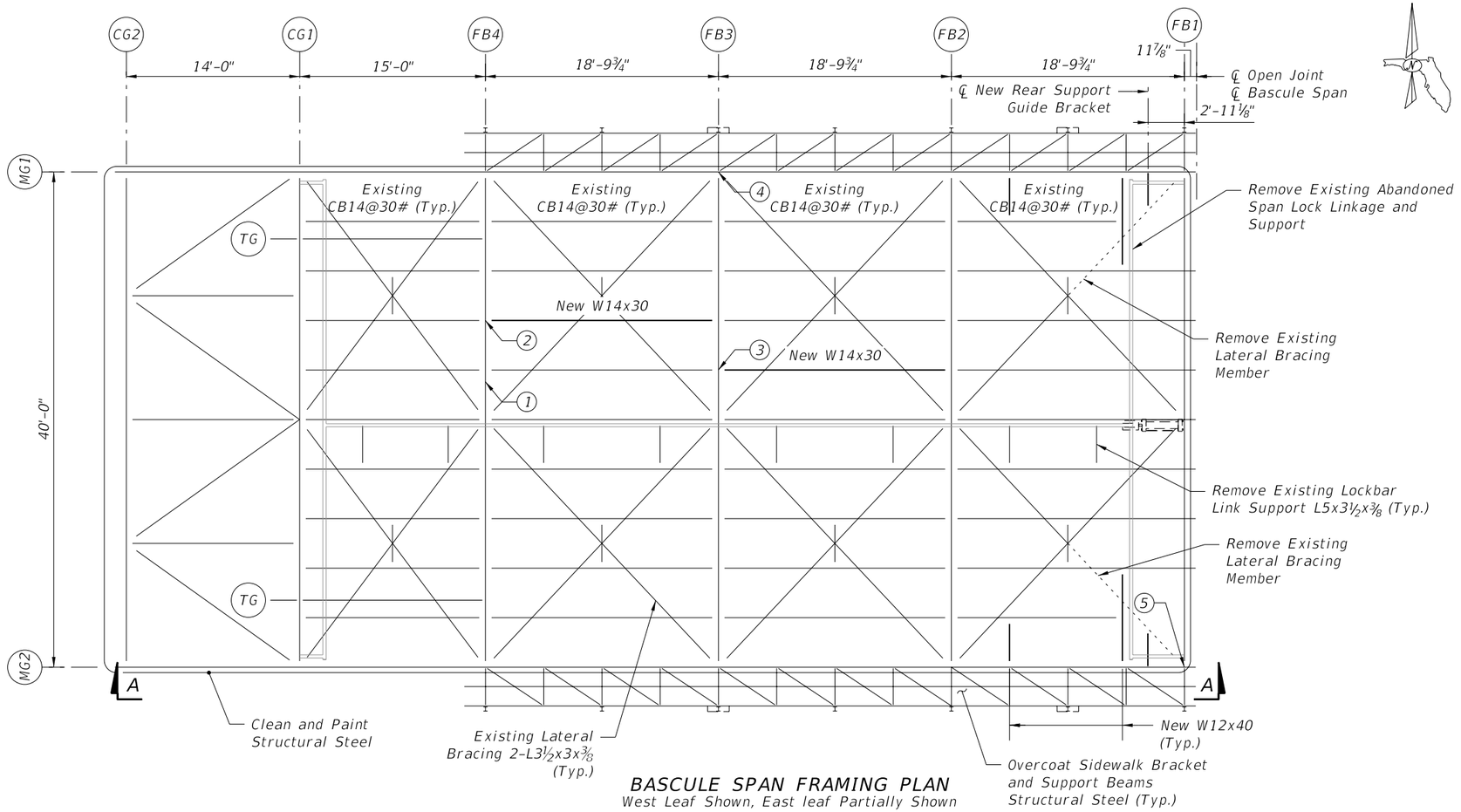
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

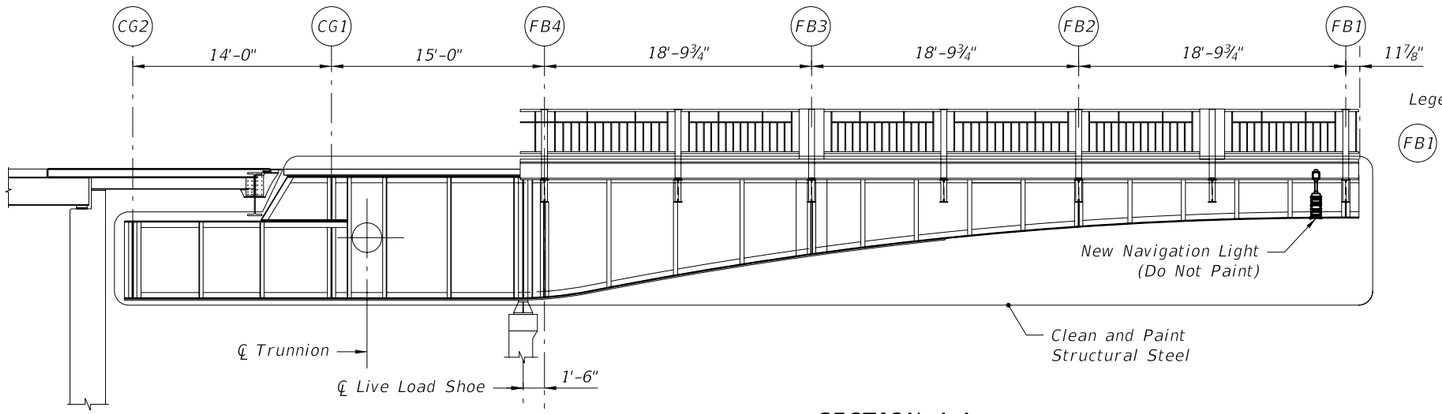
SHEET NO.: B1-50

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DEFICIENCY NO.	DESCRIPTION OF DEFICIENCY
1	Severe corrosion with section loss along floorbeam 4 bottom flange
2	Severe corrosion and section loss at bottom of stringer web.
3	Severe corrosion and section loss along stringer web.
4	Long crack at end of mid-span lateral gusset plate.
5	Corrosion with missing rivets along connection adjacent to floorbeam.
6	Main Girder exterior vertical stiffener bent over a 6 inch long area.
7	Outside face of top flange connection missing rivets.
8	Vertical crack along stringer web extending to bottom flange cope.
9	Rivet connections between stringers along floorbeam have section loss.
* See Sheet No. BL-10 for Repair Details	



BASCULE SPAN FRAMING PLAN
West Leaf Shown, East leaf Partially Shown



SECTION A-A

NOTES:
1. Do not paint new roadway grating.
2. Do not paint existing aluminum planks.
3. Pay for work to clean and paint existing steel under Pay Item No. 561-1, Coating Existing Structural Steel.
4. Pay for work to install new structural steel under Pay Item No. 460-1-5, Structural Steel - Rehabilitation (Bascule Leaf).

Legend of Existing Members:

- FB1 - FB3: CB 36@150#
- FB4: 1 Web Plate 103"x½" 4-L6x4x½
- CG1: 1 Web Plate 102"x7/16" 4-L6x6x⅝
- CG2: 1 Web Plate 64½"x⅜" 4-L6x6x⅝
- TG: 1 Web Plate 103"x½" 4-L6x4x½

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

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BG 5-14	SH 5-14	SH 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

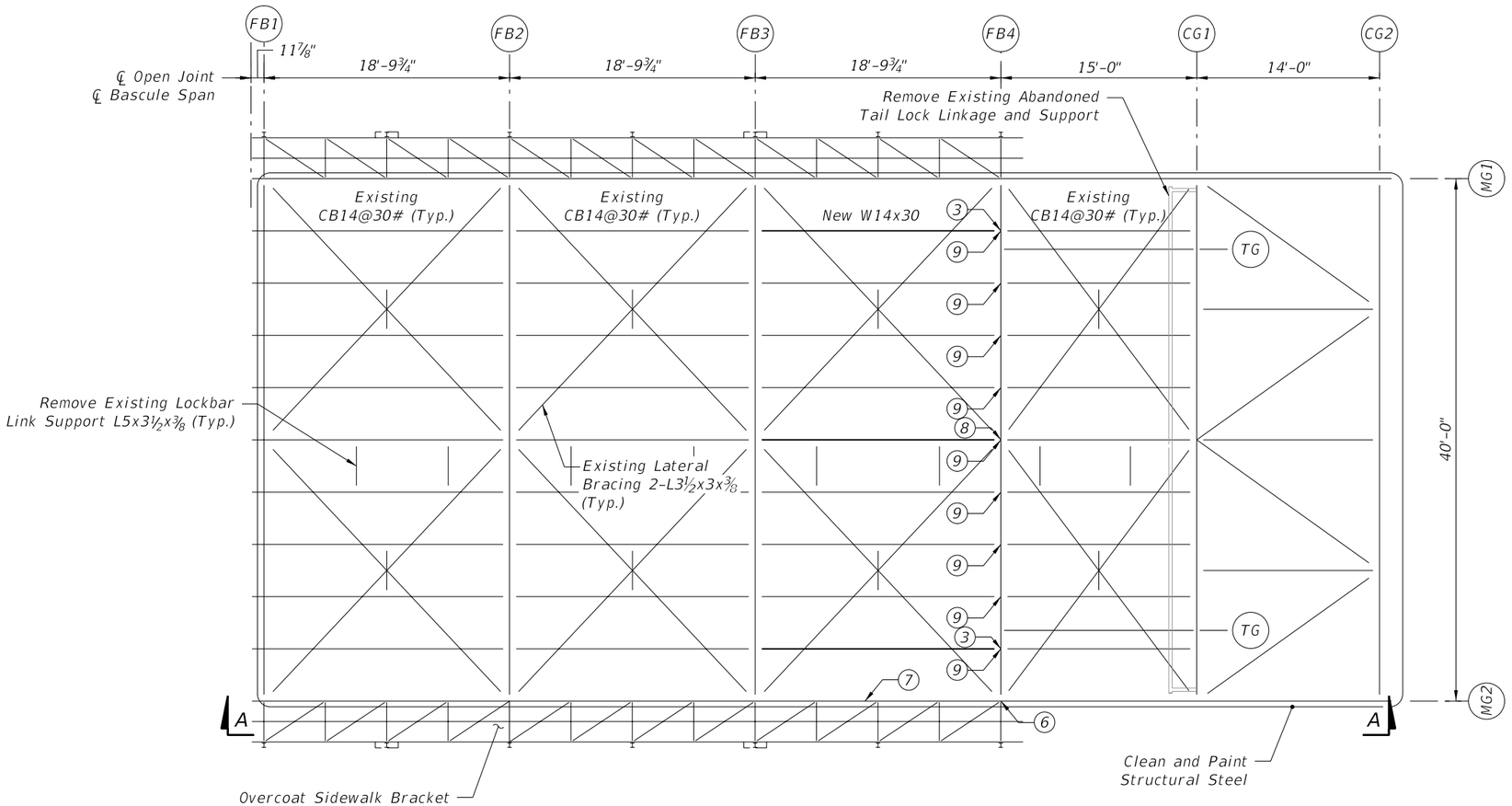
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN FRAMING PLAN (1 OF 2)

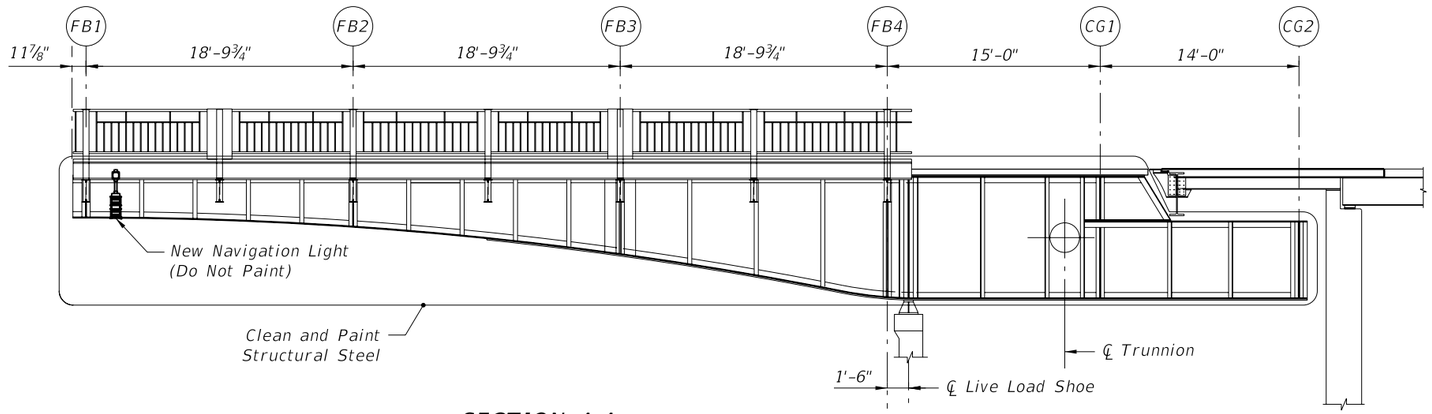
REF. DWG. NO.: BL-2

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-51



BASCULE SPAN FRAMING PLAN
East Leaf Shown, West leaf Partially Shown



SECTION A-A

NOTES:
1. See Dwg. No. BL-2 for Deficiency Table.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

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BG 5-14	SH 5-14	SH 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN FRAMING PLAN (2 OF 2)

REF. DWG. NO. BL-3

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-52

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SPAN LOCK REPLACEMENT CONSTRUCTION SEQUENCING NOTES:

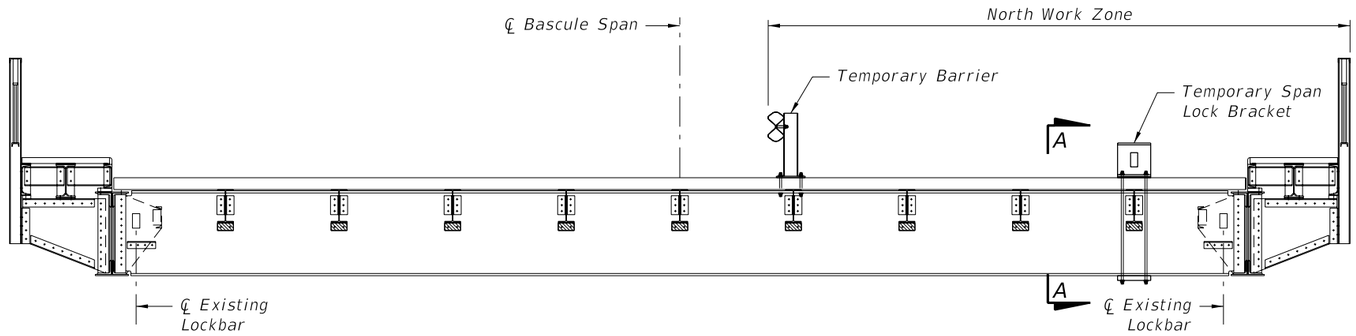
1. During Phase 1 lane closures, install temporary span lock system within north work zone.
2. Furnish and install north span lock system.
3. During Phase 3 lane closures relocate temporary span lock system within south work zone.
4. Furnish and install south span lock system.

TEMPORARY SUPPORT SYSTEM NOTES:

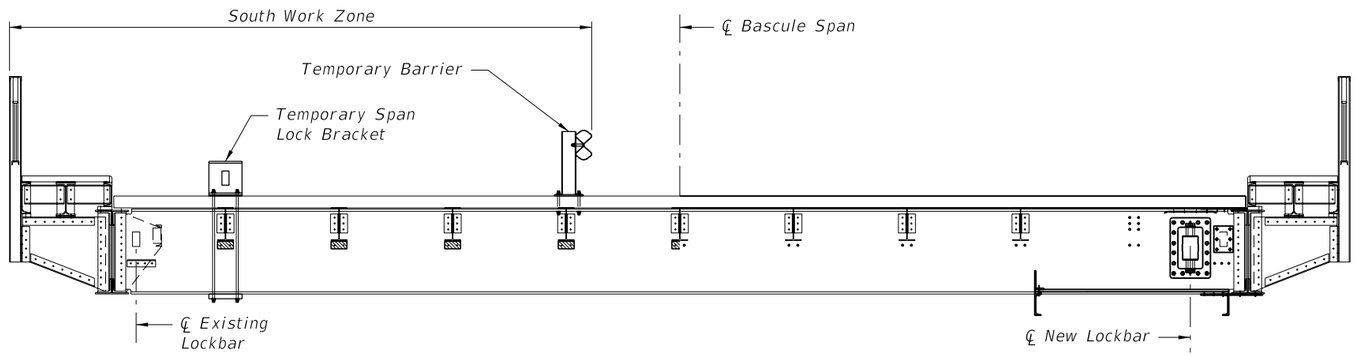
1. Utilize the temporary span lock during span lock rehabilitation.
2. Temporary span lock shall be removable or retractable to allow for bridge openings.
3. The Contractor shall hire a Specialty Engineer qualified in accordance with FAC14-75, Movable Span Bridge Design 4.4 to develop shop drawings and calcuations for the temporary span lock system to be submitted to the Engineer for approval.
4. Pay for work to furnish and install Temporary Lock Bar under Pay Item No. 465-2-105, Movable Bridge Span Lock Assembly.

NOTES:

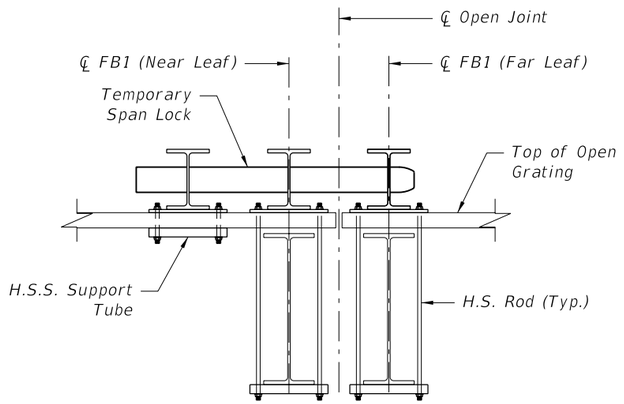
1. Work these drawings with Traffic Control Plans.
2. Day bridge openings are scheduled for every ½ hour between 7:45 am and 6:15 pm. Night bridge openings are per request.



PHASE 1 WORK AREA FACING WEST



PHASE 3 WORK AREA FACING WEST



SECTION A-A

(Temporary Span Lock Elevation)

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

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DESIGNED BY: SH 5-14	
CHECKED BY: TN 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

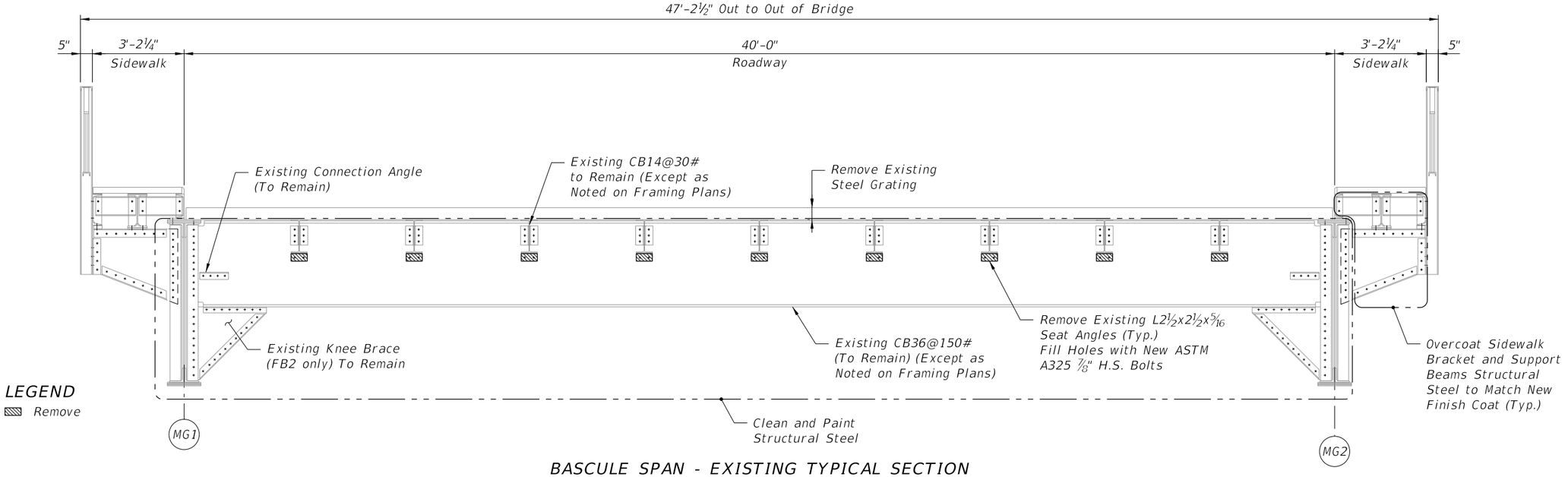
SHEET TITLE: BASCULE SPAN CONSTRUCTION SEQUENCE

REF. DWG. NO.: BL-4

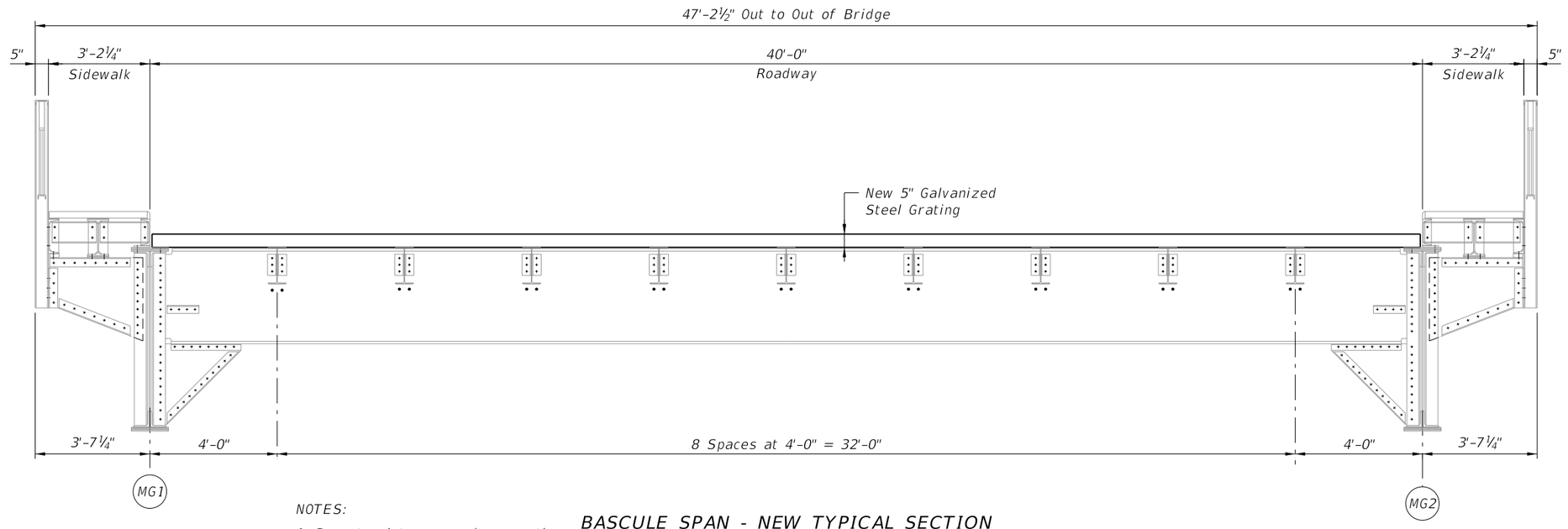
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-53

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BASCULE SPAN - EXISTING TYPICAL SECTION



BASCULE SPAN - NEW TYPICAL SECTION

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

NOTES:

1. Do not paint new roadway grating.
2. Do not paint existing aluminum planks.
3. See Dwg. No. BL-2 for Bascule Leaf Pay Item Notes.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Cerificate of Authorization #29741

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DESIGNED BY:	SH 5-14
CHECKED BY:	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

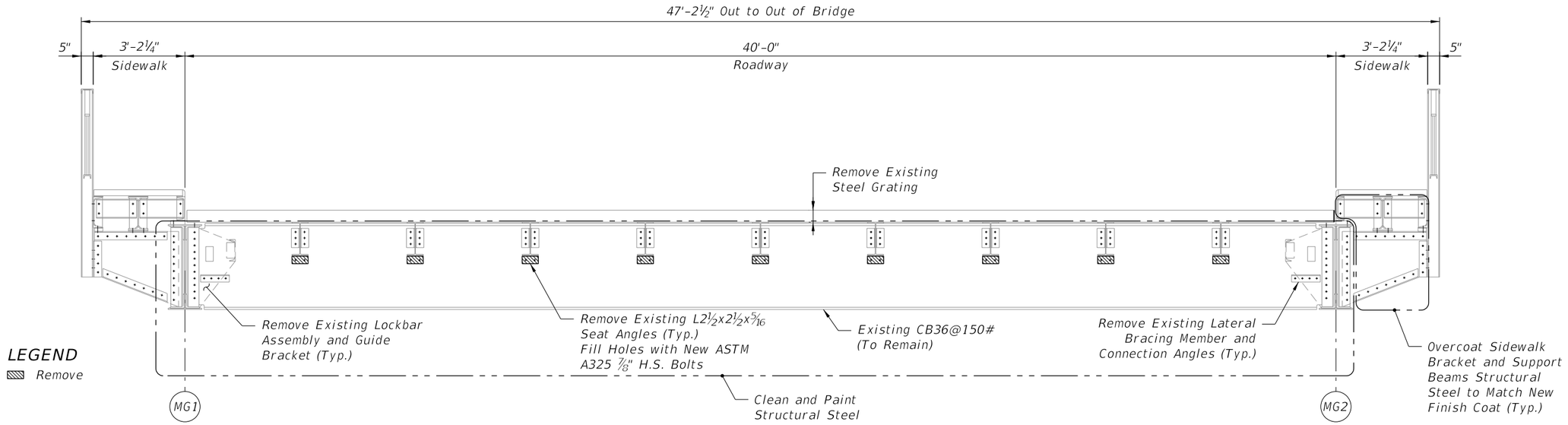
SHEET TITLE: BASCULE SPAN TYPICAL SECTION

REF. DWG. NO.: BL-5

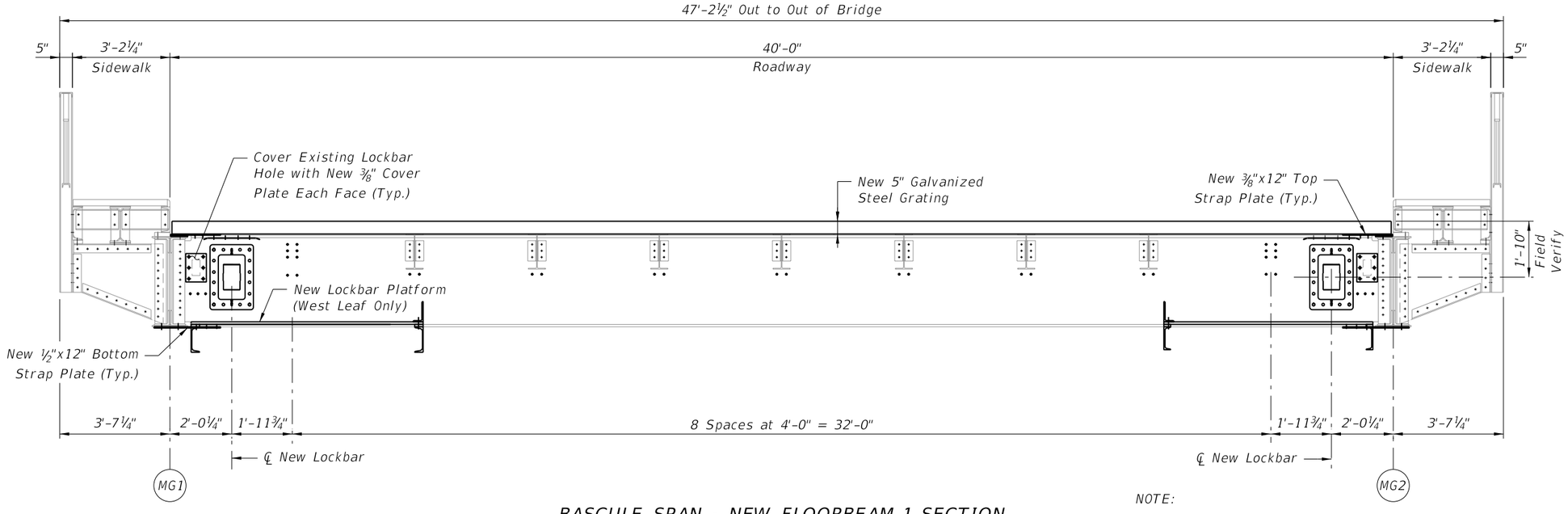
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-54

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BASCULE SPAN - EXISTING FLOORBEAM 1 SECTION



BASCULE SPAN - NEW FLOORBEAM 1 SECTION

(West Leaf shown, East Leaf similar)

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

NOTE:

1. See Dwg. No. BL-2 for Bascule Leaf Pay Item Notes.
2. See Dwg. No. BL-9 for New Lockbar Platform Details.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Cerificate of Authorization #29741

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SH 5-14	TN 5-14	SH 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

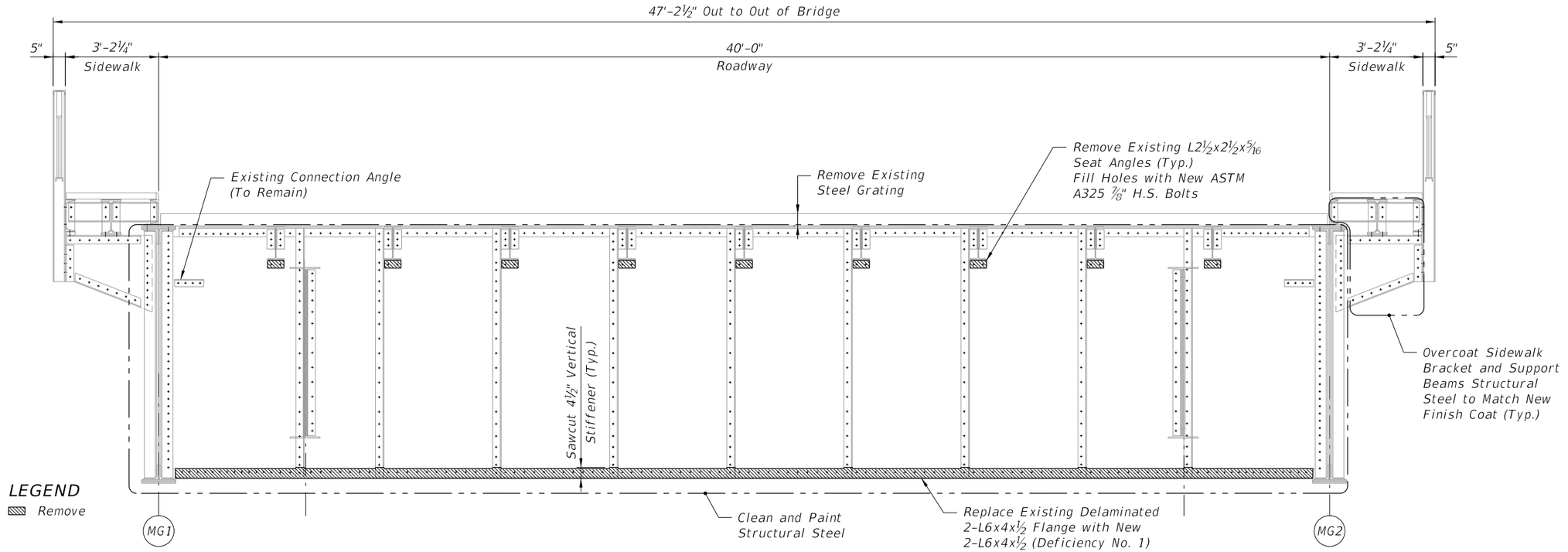
SHEET TITLE: BASCULE SPAN FLOORBEAM 1

REF. DWG. NO.: BL-6

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

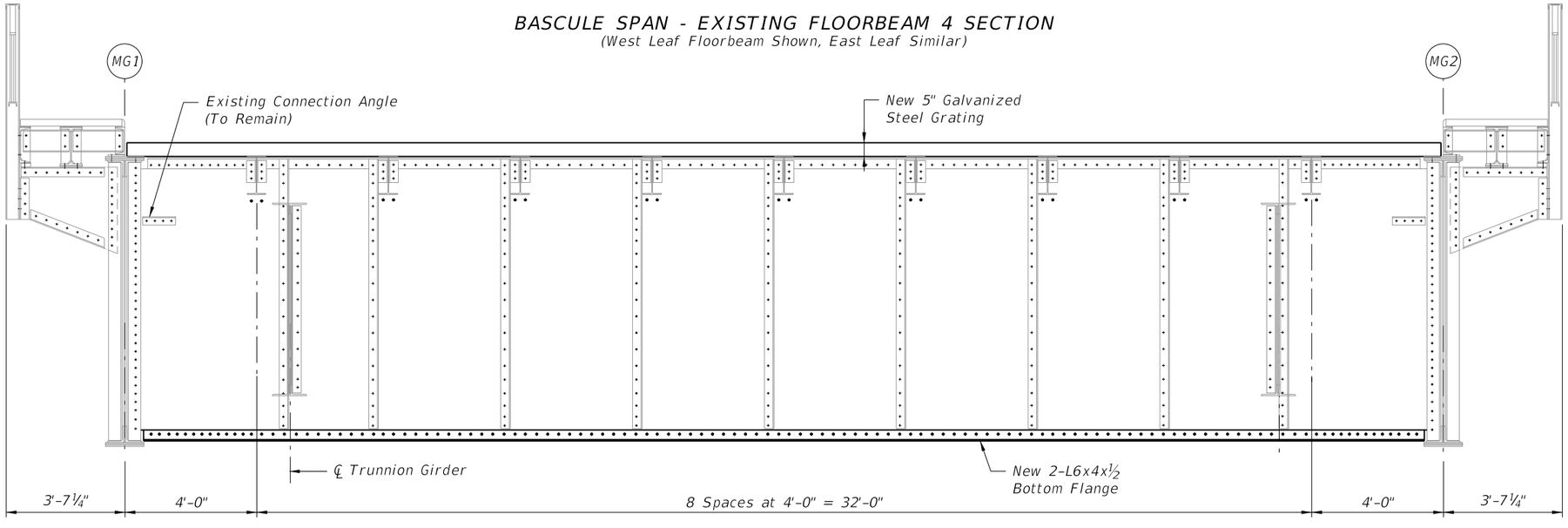
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BASCULE SPAN - EXISTING FLOORBEAM 4 SECTION

(West Leaf Floorbeam Shown, East Leaf Similar)



BASCULE SPAN - NEW FLOORBEAM 4 SECTION

(West Leaf Floorbeam Shown, East Leaf Similar)

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

NOTE:

1. See Dwg. No. BL-2 for Bascule Leaf Pay Item Notes.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
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BG 5-14	SH 5-14	BG 5-14	SH 5-14

TOWN OF BAY HARBOR ISLANDS

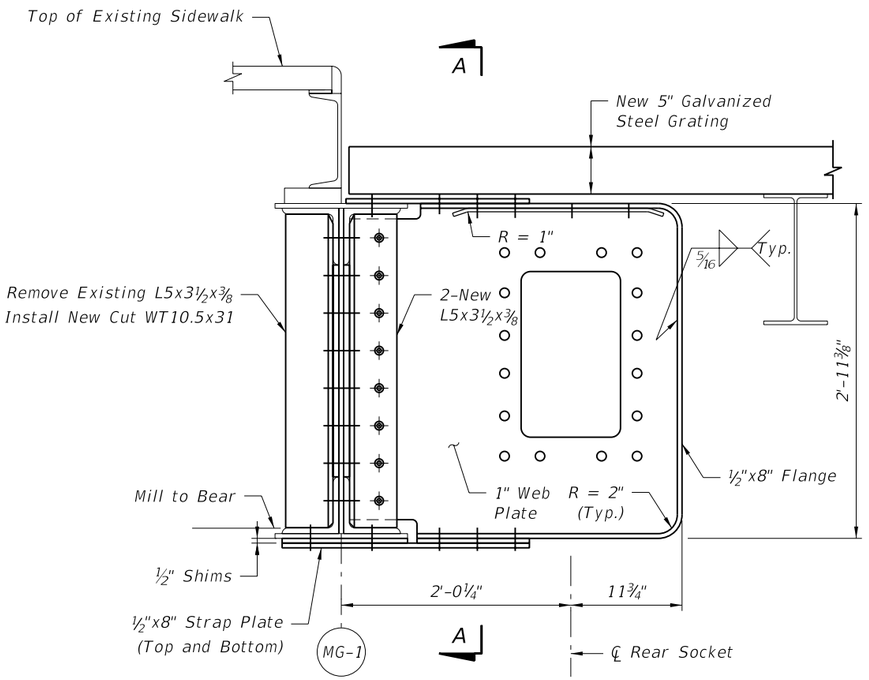
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN FLOORBEAM 4

REF. DWG. NO.: BL-7

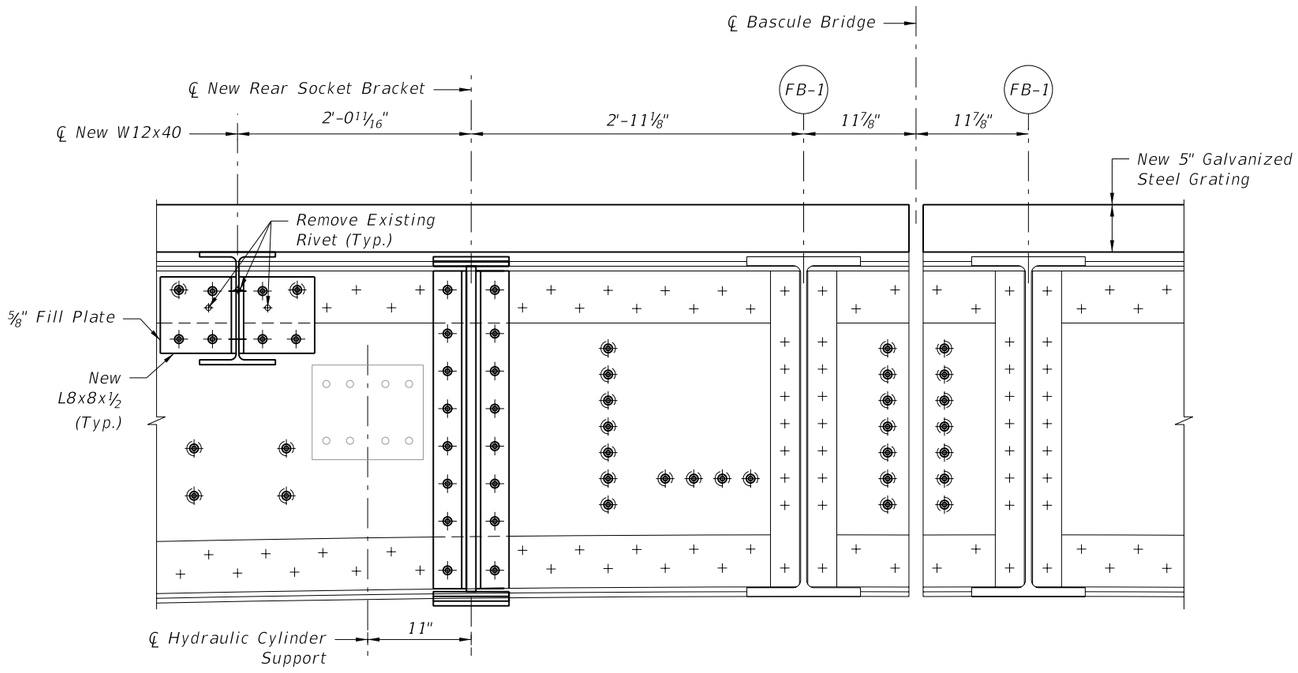
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-56



REAR SOCKET GUIDE BRACKET

(North Bracket shown, South Bracket opposite hand)



SECTION A-A

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

NOTES:

1. See Dwg. No. BL-2 for Bascule Leaf Notes.
2. Refer to Machinery Plans for Rear Socket Guide Detail.
3. Fill existing holes with new ⅞" Dia. ASTM A325 bolts.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
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SUNRISE, FLORIDA 33323
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TOWN OF BAY HARBOR ISLANDS

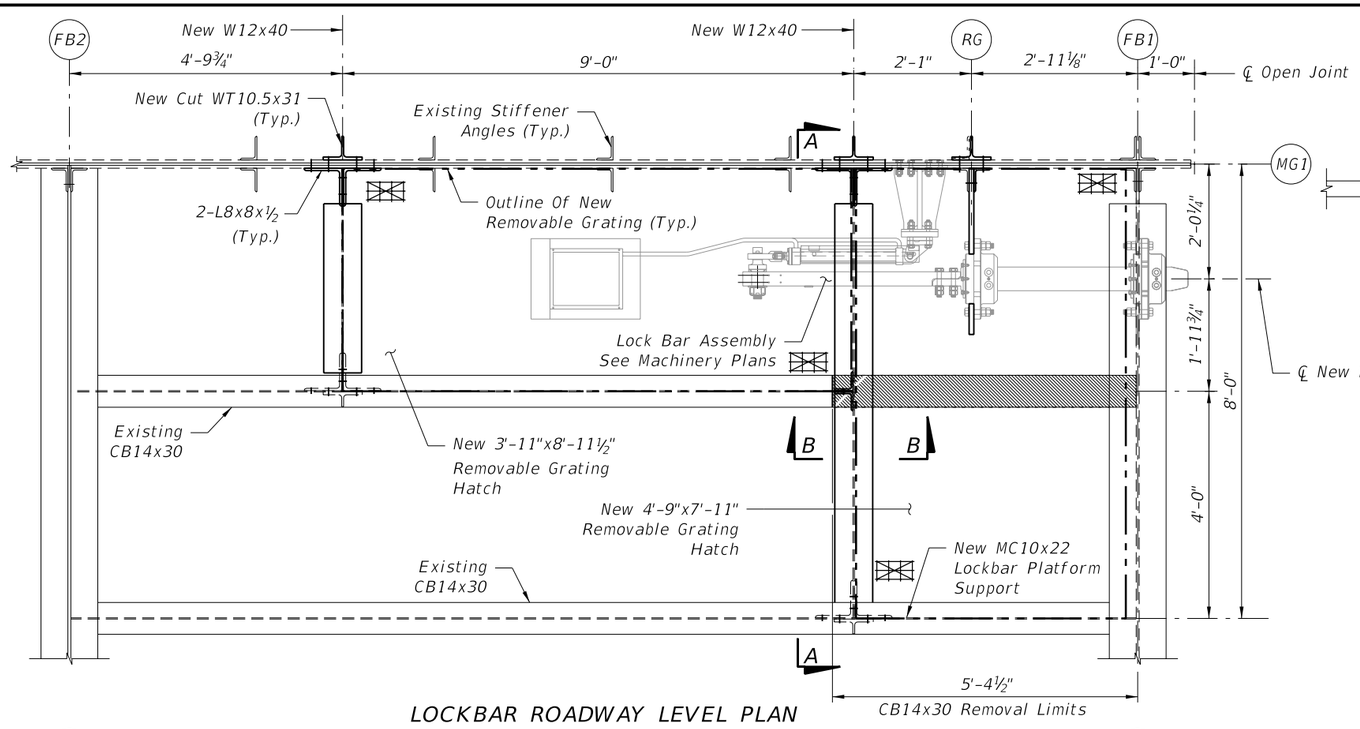
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN REAR GUIDE BRACKET

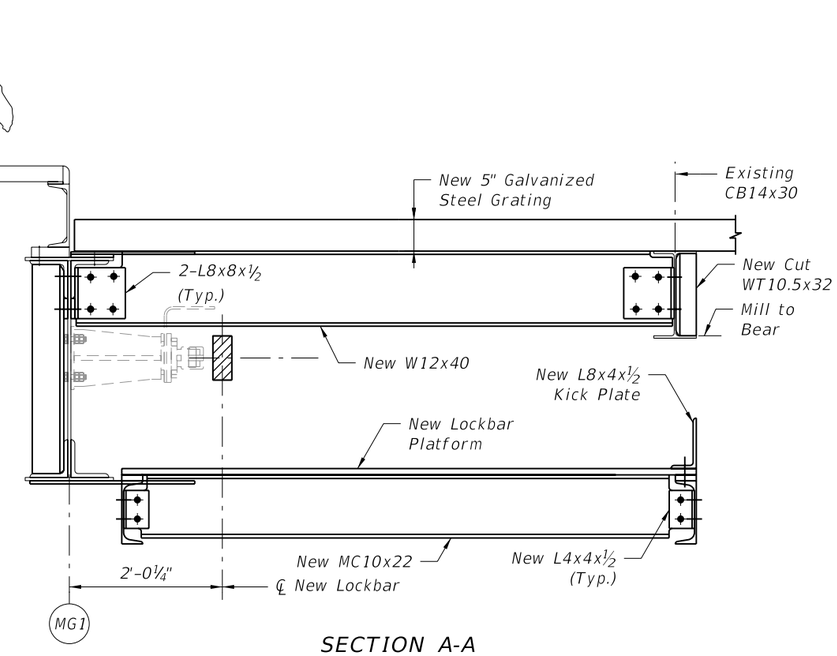
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

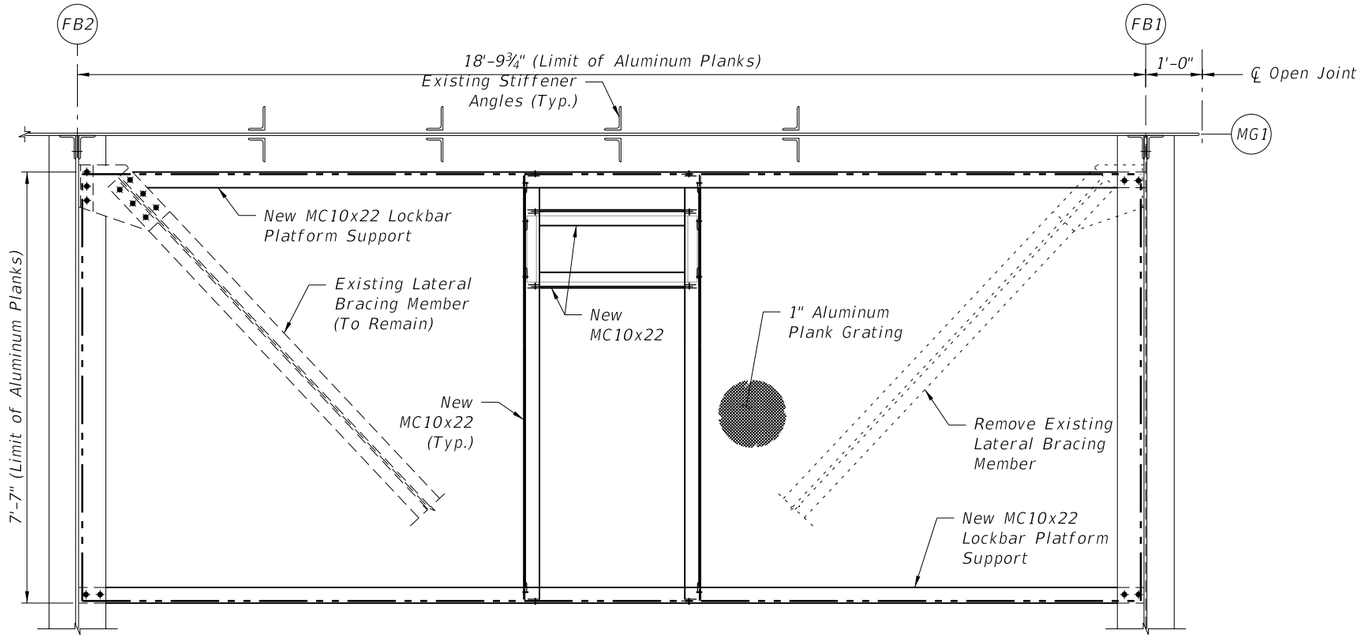
SHEET NO. B1-57



LOCKBAR ROADWAY LEVEL PLAN

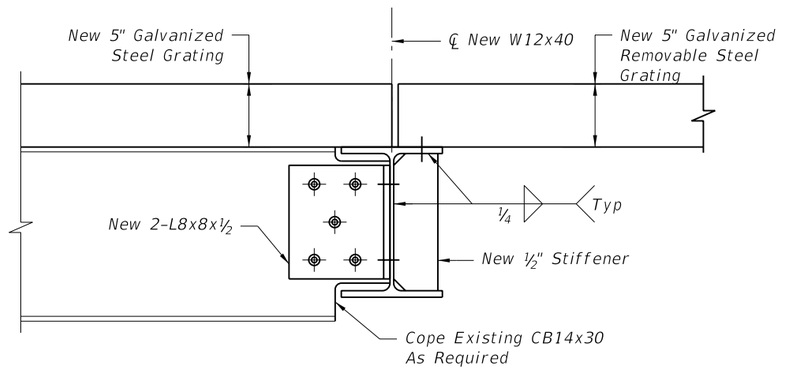


SECTION A-A



LOCKBAR ACCESS PLATFORM PLAN

North Platform Shown, South Platform Similar
(Main Girder Flanges Not Shown)



SECTION B-B

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

NOTES:

1. Work this sheet with Dwg. No. BL-2 and Dwg. No. BL-8.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

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CHECKED BY: SH 5-14	
DESIGNED BY: SH 5-14	
CHECKED BY: TN 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

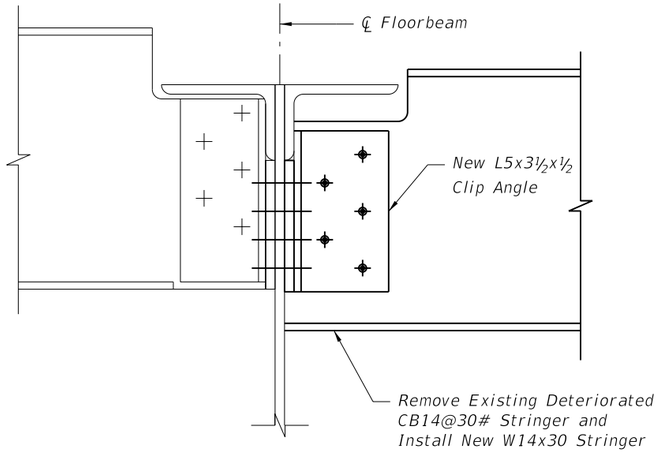
SHEET TITLE: BASCULE SPAN LOCK BAR ACCESS PLATFORM

REF. DWG. NO.: BL-9

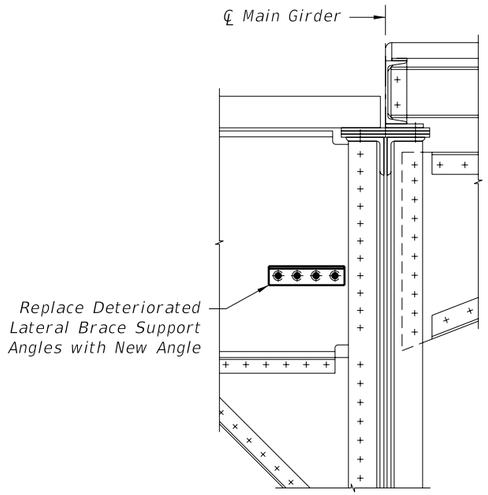
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-58

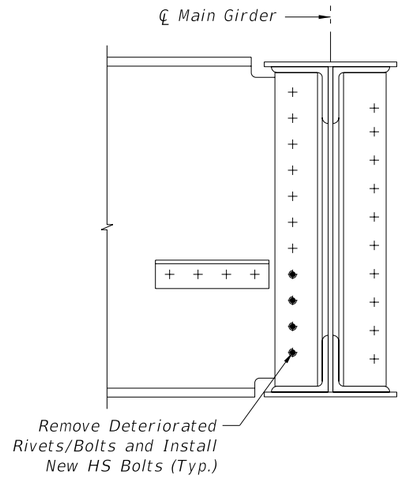
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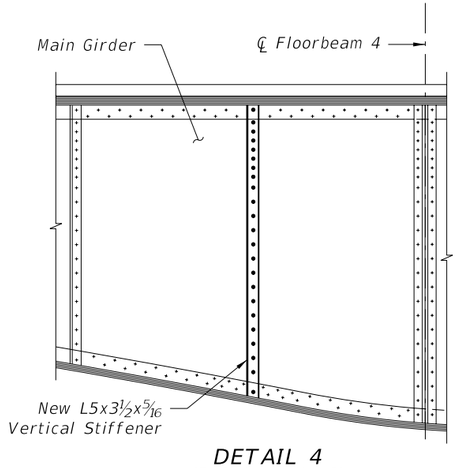
DETAIL 1
(Repair Typical for Deficiency Nos. 2, 3 and 8)



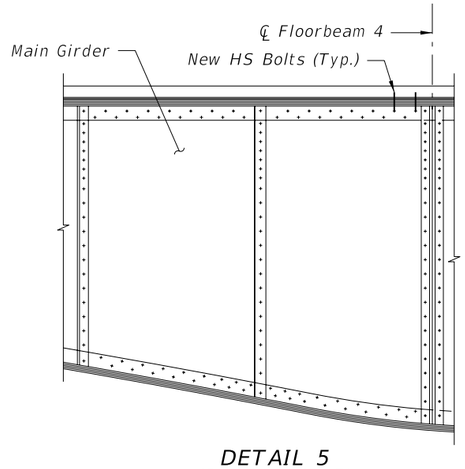
DETAIL 2
(Deficiency No. 4)



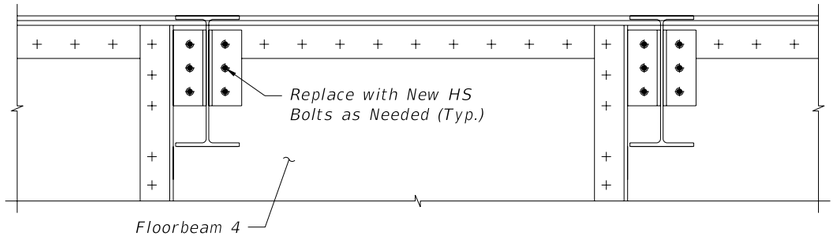
DETAIL 3
(Deficiency No. 5)



DETAIL 4
(Deficiency No. 6)



DETAIL 5
(Deficiency No. 7)



DETAIL 6
(Deficiency No. 9)

NOTES:
1. Pay for work on this sheet under Pay Item No. 460-1-5, Structural Steel - Bascule Leaves.
2. See Dwg. No. BL-7 for Deficiency No. 1 Details.
3. For location of the deficiencies, see Dwg. No. BL-2 and BL-3.

BOLT LEGEND
- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
Certificate of Authorization #29741

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GB 5-14	SH 5-14	GB 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

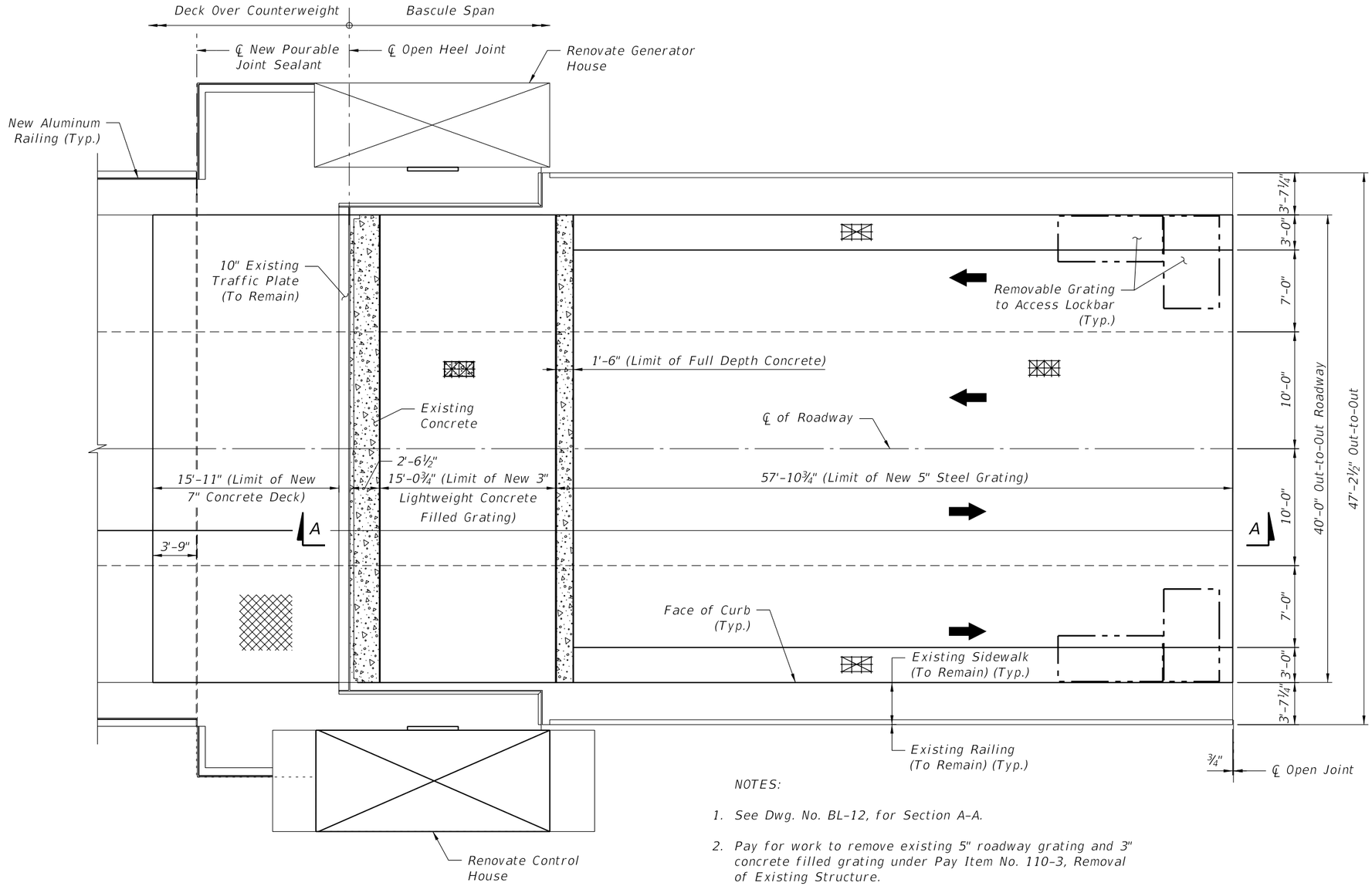
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN REPAIR DETAILS

REF. DWG. NO.: BL-10

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-59



NOTES:

1. See Dwg. No. BL-12, for Section A-A.
2. Pay for work to remove existing 5" roadway grating and 3" concrete filled grating under Pay Item No. 110-3, Removal of Existing Structure.
3. Pay for work to install new galvanized 5" 4-way steel grating and Modified Steel Grating under Pay Item No. 504-1-1, Roadway Floor.
4. Pay for work to install new 3" concrete filled grating under Pay Item No. 504-1-2, Steel Roadway Floor (3" Armored).
5. Pay for work to remove and replace concrete fill under Pay Item No. 400-4-4, Class IV Concrete (Superstructure).
6. See Dwg. No. BL-9 for Removable Grating Limits.

LEGEND

- New 5" Steel Grating
- New 3" Concrete Filled Steel Grating
- New Modified Steel Grating
- Direction of Traffic
- New 7" Concrete Deck

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

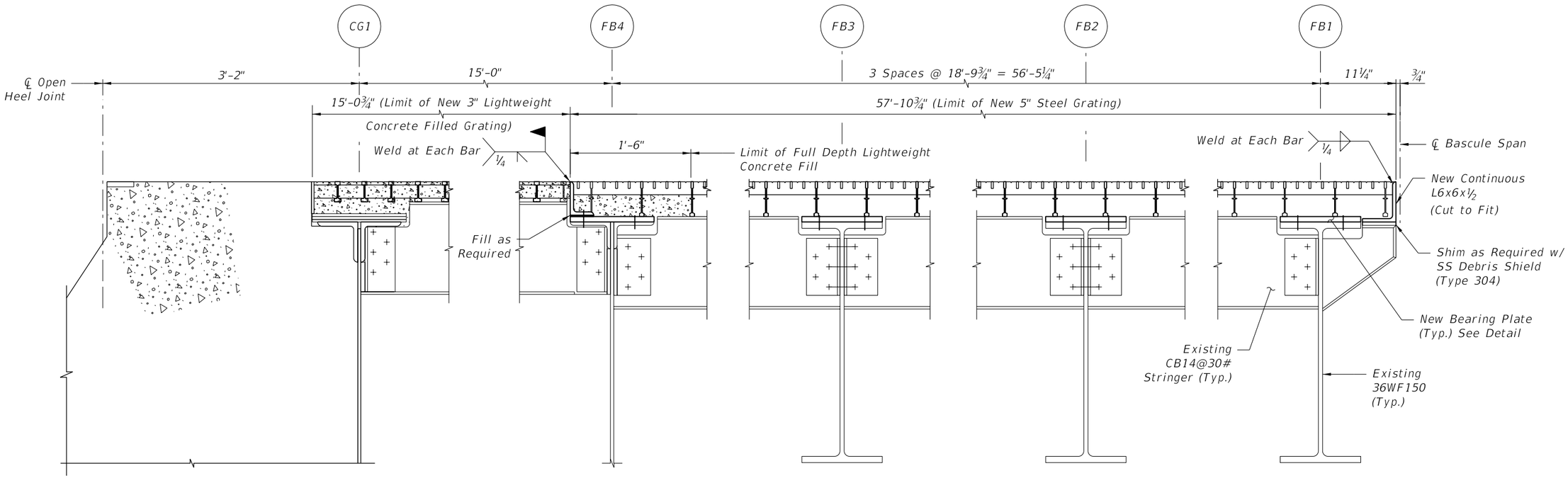
SHEET TITLE: BASCULE SPAN NEW DECK PLAN

REF. DWG. NO. BL-11

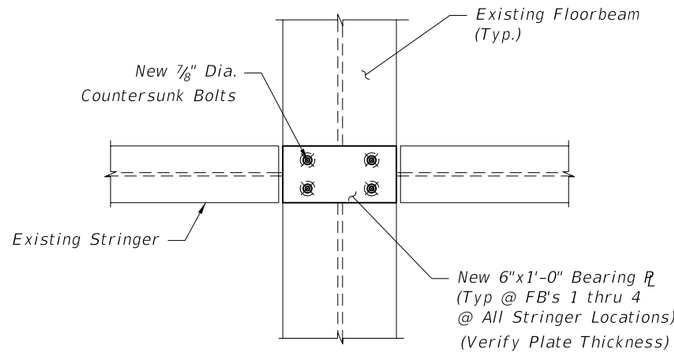
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SHEET NO. B1-60

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SECTION A-A



BEARING PLATE DETAIL

(Contractor shall field verify new bearing plate thickness)

Notes:

1. For location of Section A-A, See Dwg. No. BL-11.

BOLT LEGEND

- Existing Bolts / Rivets
- New Bolt in New Hole
- New Bolt in Existing Hole

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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Timothy J. Noles, P.E. #49891
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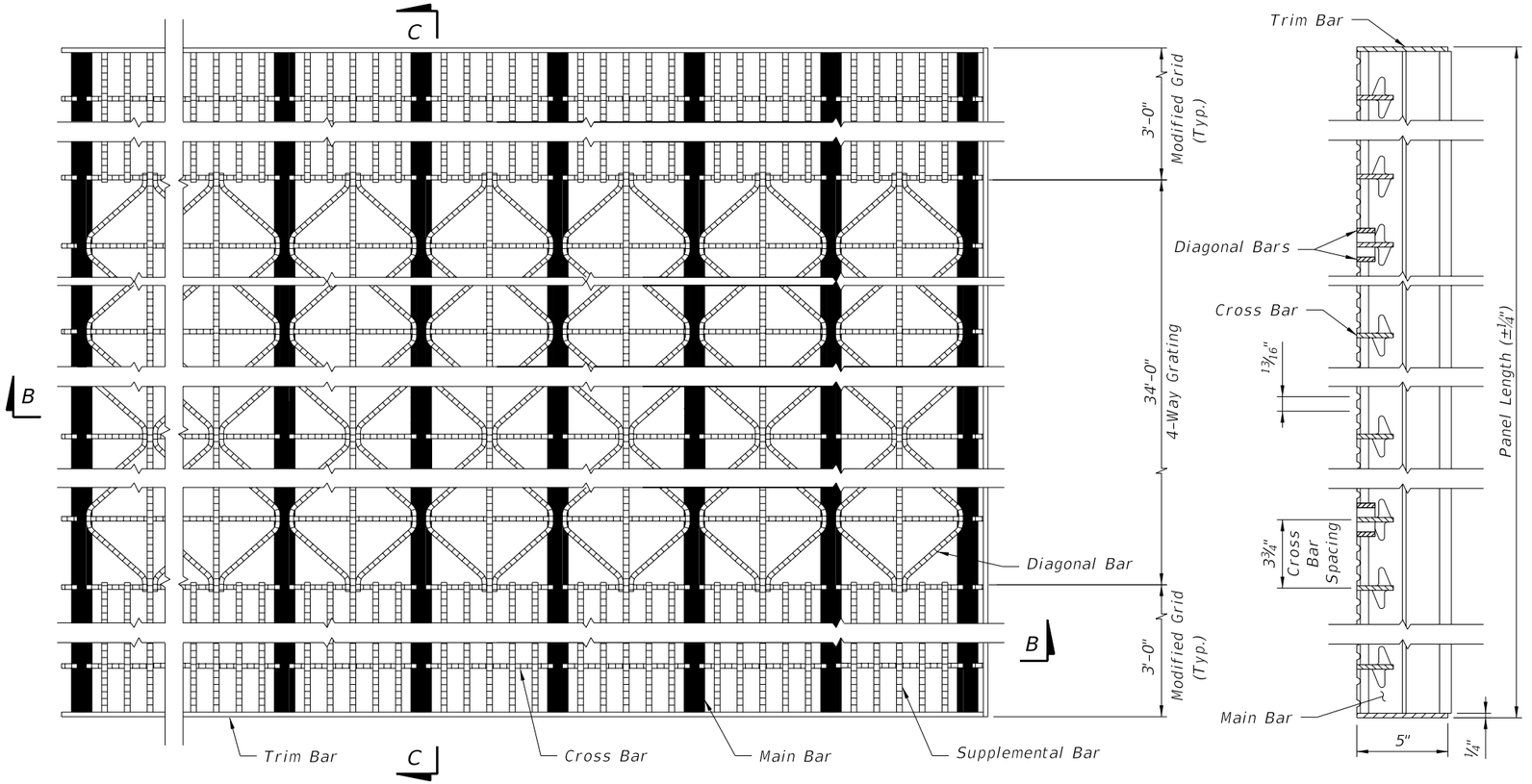
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN DECK DETAILS (1 OF 3)

REF. DWG. NO. BL-12

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-61

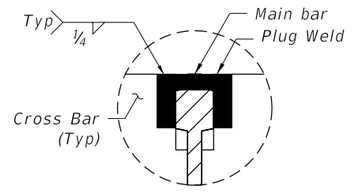


GRATING PANEL PLAN VIEW
N.T.S

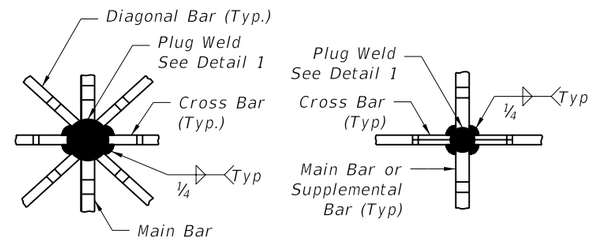
SECTION C-C

NOTES:

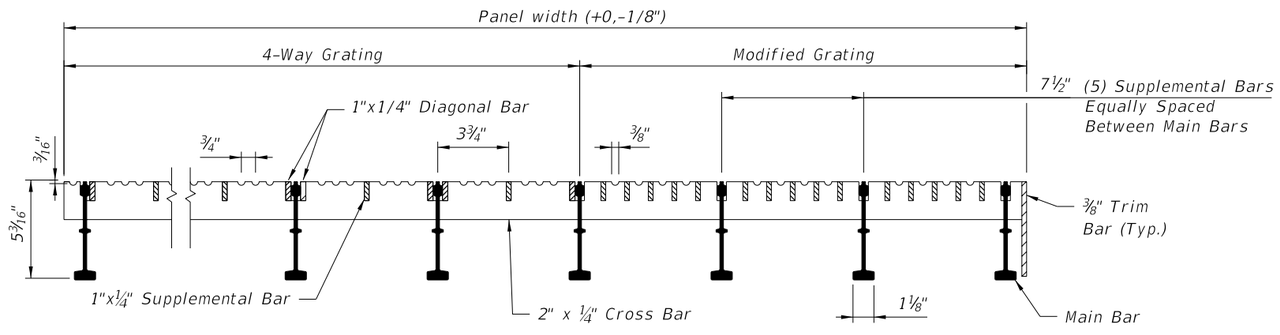
1. Main (bearing) bars are 5 3/16" deep rolled sections spaced at 7½" o.c. max.
2. Cross bars are 2"x¼" spaced at 3¾" maximum o.c.
3. Supplemental bars are 1" x ¼" spaced at 7½" o.c.
4. Minimum section modulus of steel per linear foot of grating:
   - Top steel : Sx = 5.735 in³
   - Bottom steel : Sx = 4.535 in³
5. Bars are to be welded as per Manufacturer's specifications and details shown.
6. Steel for grating shall be ASTM A709 Grade 50 hot dip galvanized as per ASTM A123.
7. Top steel of all steel serrated unless specified otherwise.
8. Remove galvanizing and verify 100% bearing beneath grating main bars before welding.
9. Grid deck fabrication tolerances shall be in accordance with BGFMA.



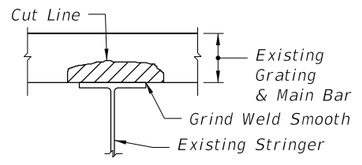
DETAIL 1



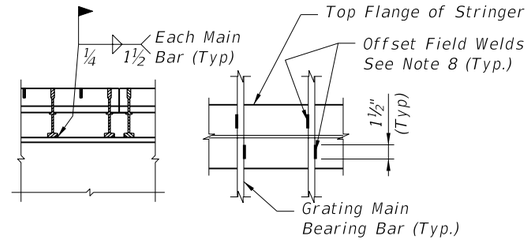
WELDMENT DETAIL



SECTION B-B



TYPICAL EXISTING GRATING REMOVAL DETAIL



TYPICAL GRATING TO STRINGER OR BEARING PLATE WELDING DETAIL

Bridge No. 875101

REVISIONS					
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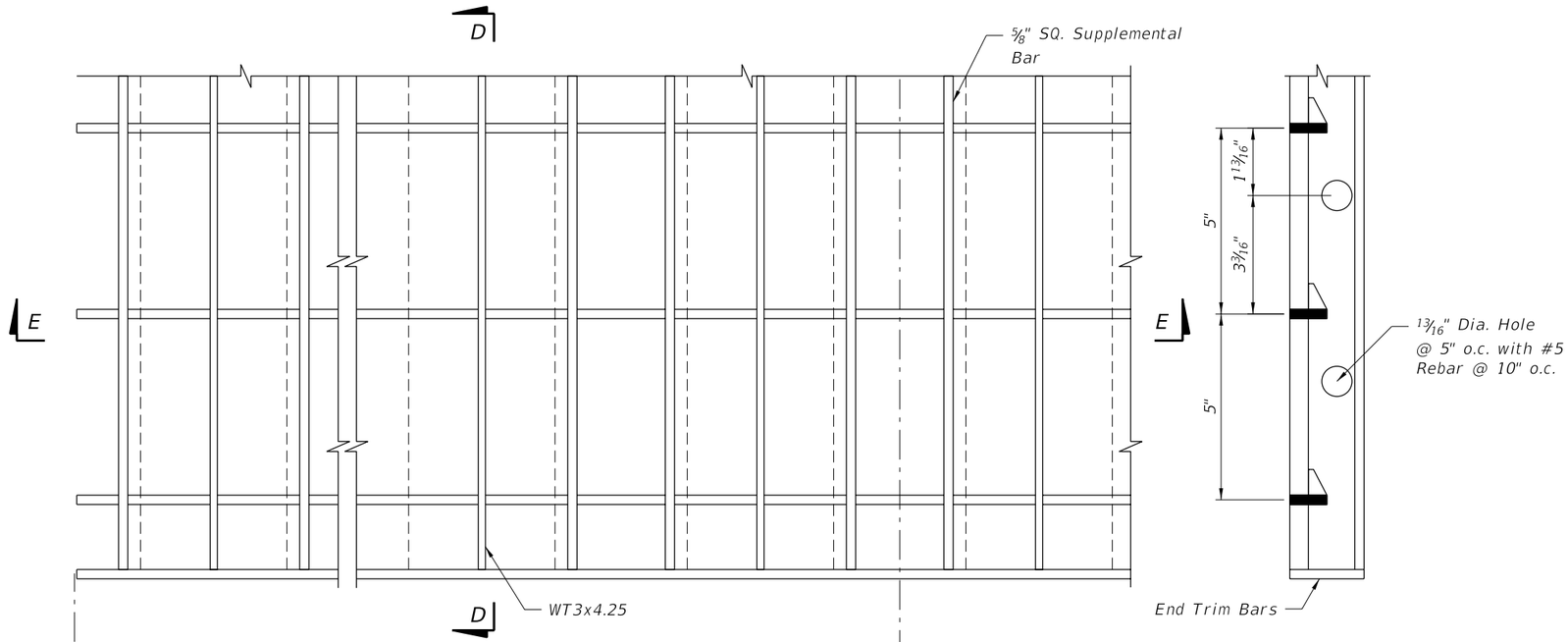
HARDESTY & HANOVER, LLC
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SUNRISE, FLORIDA 33323
Timothy J. Noles, P.E. #49891
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TOWN OF BAY HARBOR ISLANDS

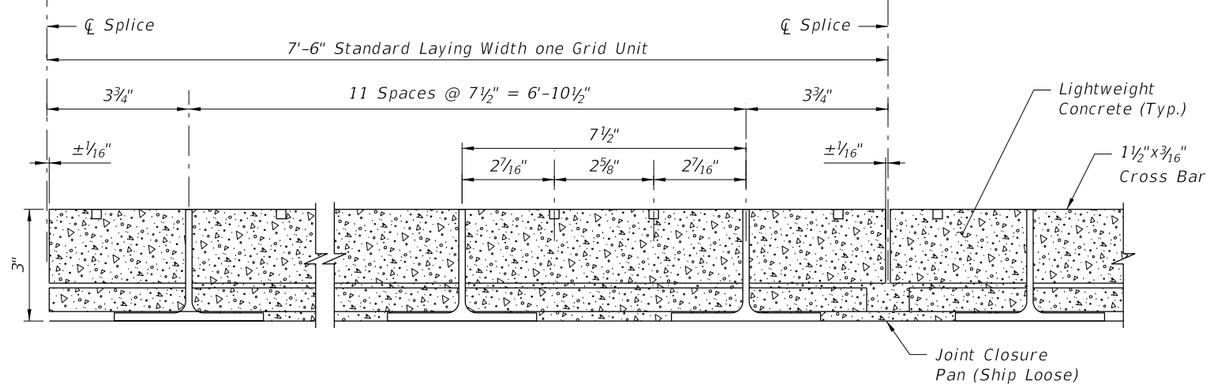
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN DECK DETAILS (2 OF 3)
REF. DWG. NO. BL-13
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY
SHEET NO. B1-62



3 INCH FILLED GRATING

SECTION D-D



SECTION E-E

NOTES:

1. Main (bearing) bars are 3" deep rolled sections spaced at 7½" o.c. max.
2. Cross bars are 1½"x3/16" spaced at 5" maximum o.c. Supplemental bars are ⅝" Square spaced 2⅝" o.c. max.
3. Minimum section modulus of steel per linear foot of grating:
4. Composite Section:
   - Sconc = 35.870 in³/ft (positive)
   - Ssteel = 31.88 in³/ft (Positive)
   - Sconc = 36.403 in³/ft (negative)
   - Ssteel = 2.853 in³/ft (negative)
5. Bars are to be welded as per Manufacturer's specifications.
6. Steel for grating shall be ASTM A709 Grade 36 hot dip galvanized as per ASTM A123.
7. Remove galvanizing and verify 100% bearing beneath grating main bars before welding.
8. Grid deck fabrication tolerances shall be in accordance with BGFMA.
9. See Dwg. No. BL-13 for Typical Grating to Stringer weld detail.
10. See Dwg. No. BL-11 for Bascule Span Deck Notes.

Bridge No. 875101

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

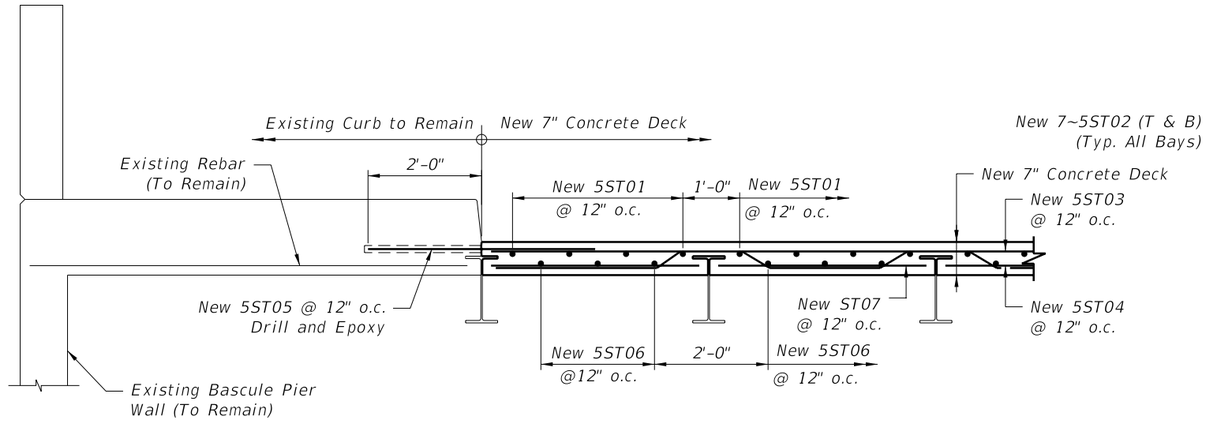
SHEET TITLE: BASCULE SPAN DECK DETAILS (3 OF 3)

REF. DWG. NO. BL-14

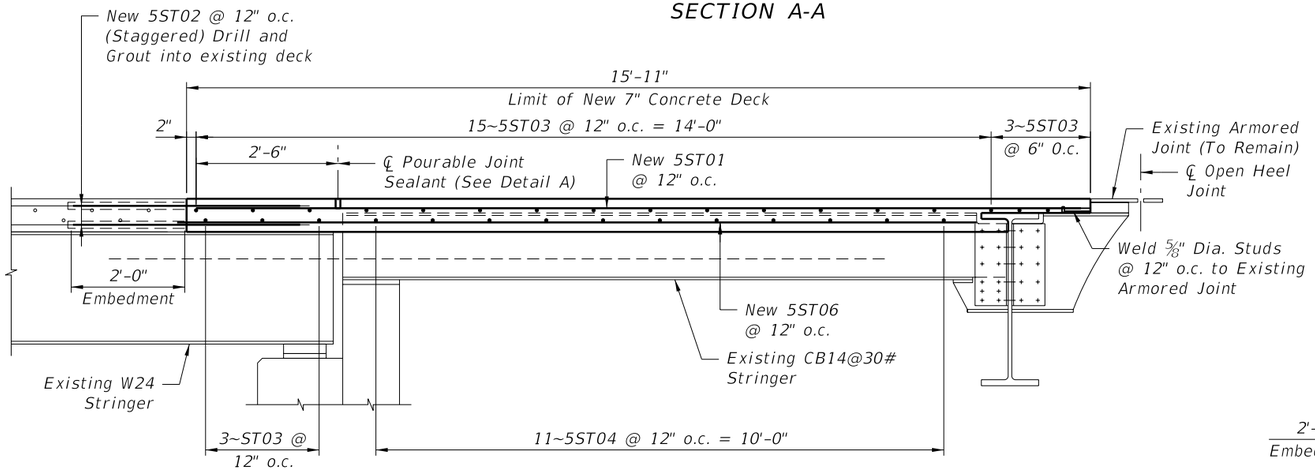
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-63

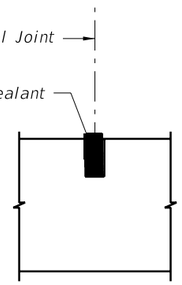
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SECTION A-A



SECTION B-B
(New Section)



DETAIL A

SIZE	MARK	LENGTH	NO. BARS REQ'D	TYPE	STYLE A	STYLE G	B	C	D	E	F	H	J	K	N	ϕ
LOCATION : DECK OVER COUNTERWEIGHT BAR LIST															NO. REQUIRED : 2	
5	ST01	15'-7"	40	1			15'-7"									
5	ST02	4'-0"	70	1			4'-0"									
5	ST03	15'-9"	42	1			15'-9"									
5	ST04	15'-9"	22	1			15'-9"									
5	ST05	4'-0"	36	1			4'-0"									
5	ST06	14'-1"	30	1			14'-1"									
5	ST07	3'-8"	110	1			3'-8"									
5	ST08	12'-6"	21	1			12'-6"									
5	ST09	12'-5"	11	1			12'-5"									

BASCULE SPAN DECK PLAN
(West Leaf Shown, East Leaf Similar)

Bridge No. 875101

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

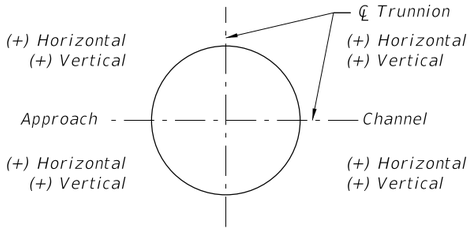
SHEET TITLE: BASCULE SPAN DECK OVER COUNTERWEIGHT

REF. DWG. NO. BL-15

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-64

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SCHEMATIC MOMENT SIGN CONVENTION

NOTES:

1. The values shown in the balance table are for the bascule span in the closed position with span locks withdrawn and are in accordance with the schematic moment sign convention shown on this Sheet.

2. The Contractor shall prepare and submit detailed Bascule Leaf Construction Balance Procedure in accordance with Section 468 of the Technical Special Provisions and in the format shown on this Sheet. The Contractor is alerted that counterweight loading may require installing and removing balance blocks as required during construction.

3. Provide an inventory of the weights and c.g. locations of all materials added to or removed from the existing bascule span. (c.g.locations to be in accordance with the Moment Sign Convention schematic on this Sheet.)

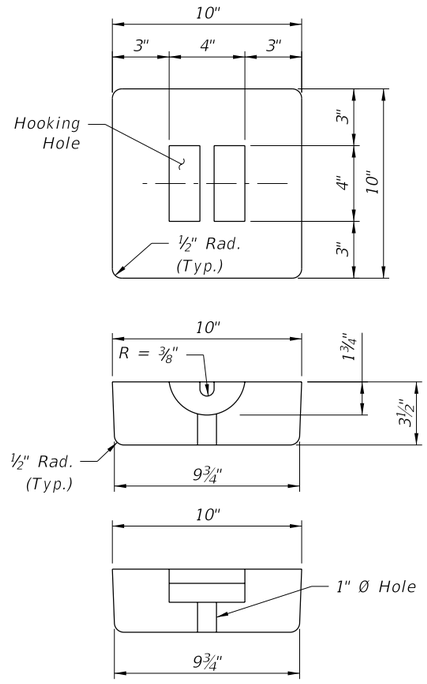
4. Document the exact quantity, location, and type of balance blocks in all counterweight pockets for both the existing condition and after final balancing of the span.

5. The values shown in the balance table assume an average unit weight of 116 PCF for the deck concrete.

6. Pay for work to furnish and install new balance blocks under Pay Item No. 465-3-17, Movable Bridge Counterweight Balance Blocks.

7. Pay for work to adjust counterweight balance blocks under Pay Item No. 465-3-50, Movable Bridge Counterweight Adjust.

8. Work this sheet with Dwg. No. BL-17.



qwreqdqwdqwd
qwdqwdqwd
qwd

CAST IRON BALANCE BLOCK

Theoretical Weight: 77 LB Approx.
Material: ASTM A48 Class 30

PROPOSED BASCULE SPAN BALANCE (WEST LEAF)			
COMPONENTS	WEIGHT (KIP)	MOMENT ABOUT ℄ TRUNNION (KIP-FT)	
		HORIZONTAL, Mx	VERTICAL, My
ITEMS TO BE REMOVED			
Span Lock Assembly	-5.8	-260.9	-15.3
Roadway Grating	-70.6	-1,850.4	-329.0
SUBTOTAL	-76.4	-2,111.3	-344.4
ITEMS TO BE ADDED			
Lock Bar Guide	10.6	666.4	22.5
Rear Guide Bracket	1.4	90.3	3.7
Roadway Grating	77.4	2,279.9	360.9
SUBTOTAL	89.4	3,036.6	387.2
01-22-14 Balance Test		277.2	-40.7
Remove Concrete Blocks	-22.2	297.6	-26.0
Add New C.I. Blocks	96.1	-1,290.2	93.6
TOTAL	86.9	209.8	69.7
$WL = \sqrt{Mx^2 + My^2}$		221.1	
ALPHA = Arctan(My/Mx)		18.4	

PROPOSED BASCULE SPAN BALANCE (EAST LEAF)			
COMPONENTS	WEIGHT (KIP)	MOMENT ABOUT ℄ TRUNNION (KIP-FT)	
		HORIZONTAL, Mx	VERTICAL, My
ITEMS TO BE REMOVED			
Span Lock Assembly	-1.3	-17.6	-0.9
Roadway Grating	-70.6	-1,850.4	-329.0
SUBTOTAL	-71.9	-1,868.0	-329.9
ITEMS TO BE ADDED			
Lock Bar Guide	0.8	56.7	2.6
Roadway Grating	77.4	2,279.9	360.9
SUBTOTAL	78.2	2,336.7	363.5
01-22-14 Balance Test		212.0	-23.4
Remove Concrete Blocks	-16.0	214.1	-18.7
Add New C.I. Blocks	50.8	-684.0	53.7
TOTAL	41.1	210.8	45.1
$WL = \sqrt{Mx^2 + My^2}$		215.6	
ALPHA = Arctan(My/Mx)		12.1	

Bridge No. 875101

REVISIONS

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Timothy J. Noles, P.E. #49891
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: BASCULE SPAN BALANCE (1 OF 2)
REF. DWG. NO.: BL-16
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY
SHEET NO.: B1-65

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BALANCE BLOCKS

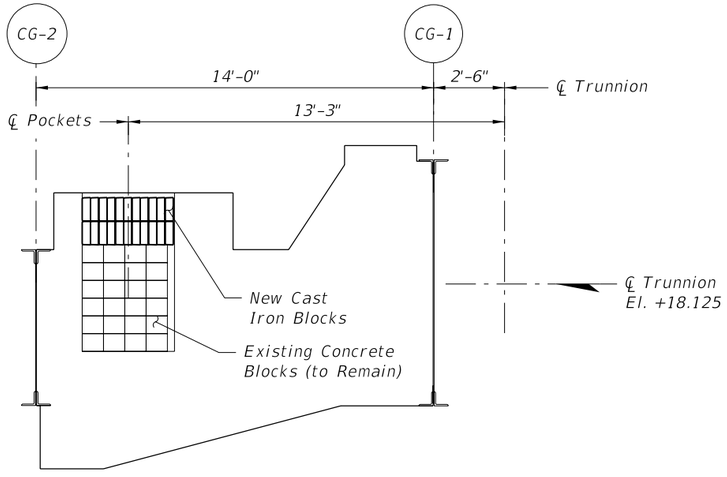
West Bascule Leaf

Pocket No.	ADD CI Blocks	Removed Conc. Blocks
1	186	0
2	438	140
3	438	138
4	186	0
Total	1248	278

East Bascule Leaf

Pocket No.	ADD CI Blocks	Removed Conc. Blocks
1	135	0
2	195	100
3	195	100
4	135	0
Total	660	200

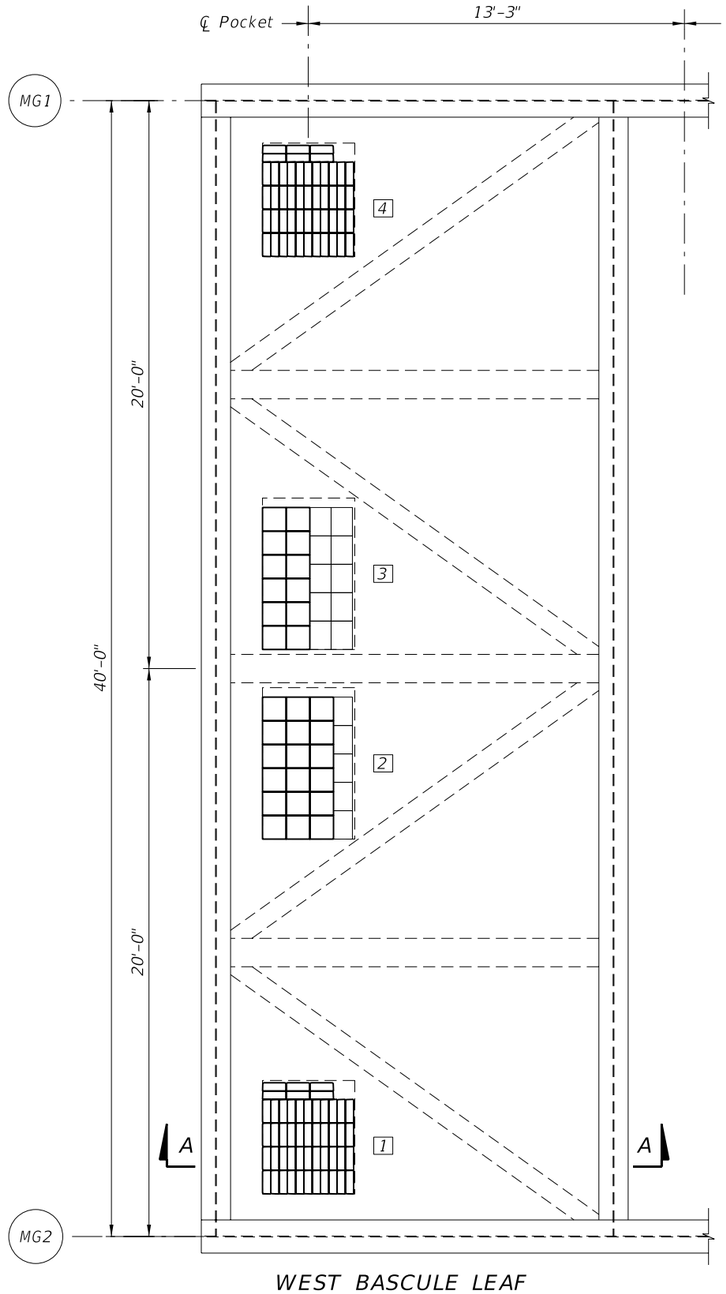
*Assumed weight of existing concrete block is 80 lb each



SECTION A-A

Notes:

1. Work this sheet with Dwg. No. BL-16.



WEST BASCULE LEAF
(East Leaf Opposite Hand)

LEGEND
□ - Pocket No.

Bridge No. 875101

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922	MIAMI-DADE	BC142

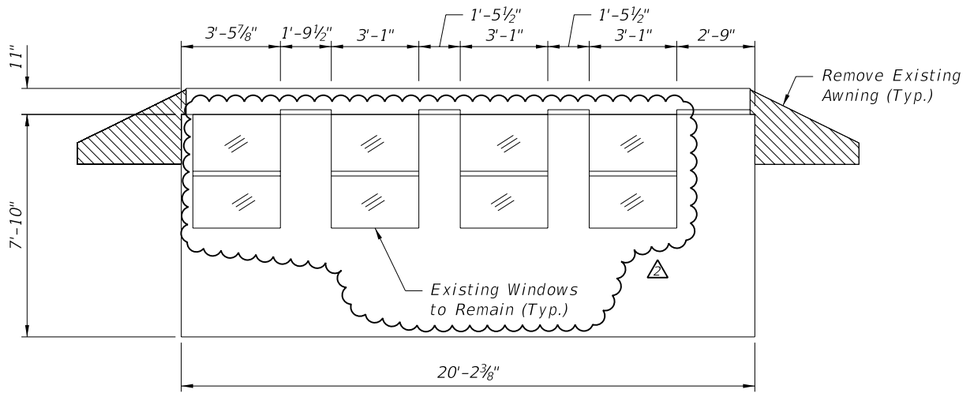
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REF. DWG. NO.: BL-17

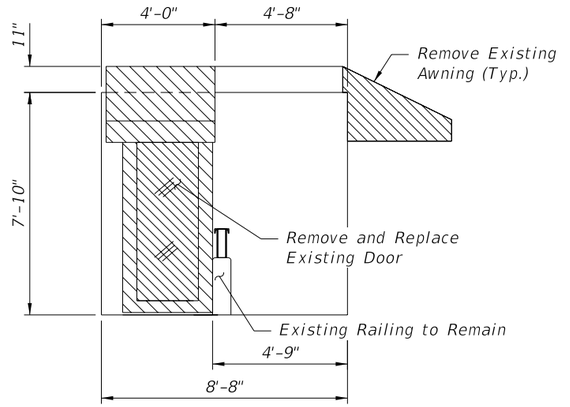
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-66

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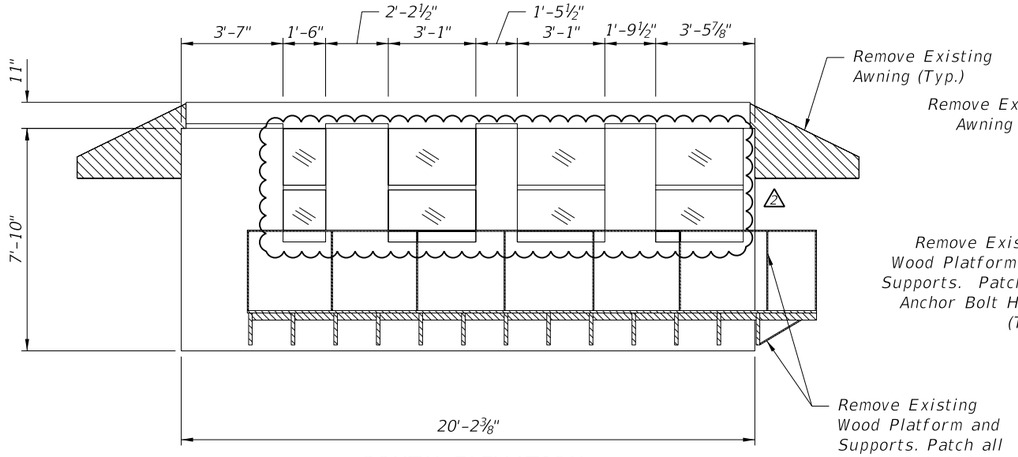


NORTH ELEVATION

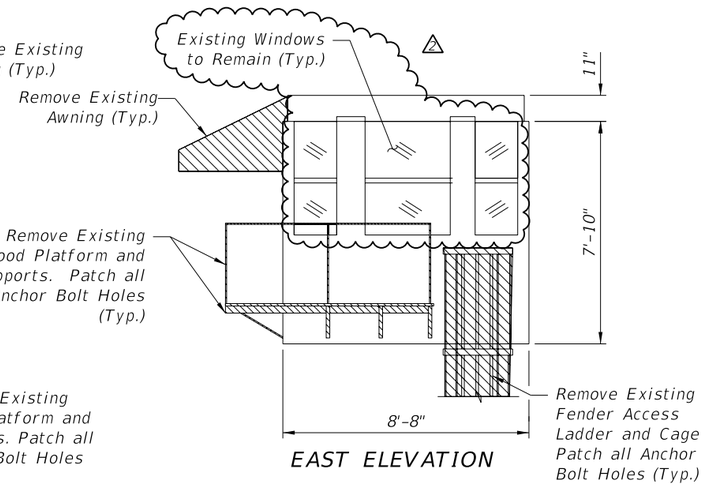


WEST ELEVATION

2



SOUTH ELEVATION



EAST ELEVATION

CONTROL HOUSE GENERAL NOTES:

1. Remove doors, frames and screens. Replace doors as indicated in the Plans, frames to match existing rough dimensions.
2. All blocking shall be treated wood as specified in Section 955 of the Florida Department of Transportation Standard Specification.
3. Air conditioned spaces shall be sealed to be air tight to contain the air conditioning. All openings shall be sealed with an insulating material and a moisture barrier. Submit Shop Drawings for approval.
4. Secure air conditioner condenser to platform with ½" stainless steel bolts.
5. Submit shop drawings showing bathroom layout with all the fixtures and dimensions, connections details and clearances for approval prior to construction.
6. The exposed holes, openings, and damage from the removal or penetration of pipes or conduit, shall be filled, finished and repaired.
7. New roofing to be a standing seam metal roof, with concealed fasteners.
8. Clean and apply Class 5 finish to all exterior concrete surfaces.
9. Colors of the finish shall be approved prior to the application.
10. Payment for all Control and Generator House work shall be paid under Pay Item No. 512-1-1.

CONTROL HOUSE LOADS:

A: Roof: LL=30psf
DL=30psf

B: Design Criteria
V=170mph
CAT=III
Exp=D
ASCE 7-2010
FBC 2010

LEGEND:

Removal Limits

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Existing Windows To Remain, Revise Notes			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

DRAWN BY:	CHECKED BY:	DESIGNED BY:	CHECKED BY:
TB 5-14	CG 5-14	CG 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

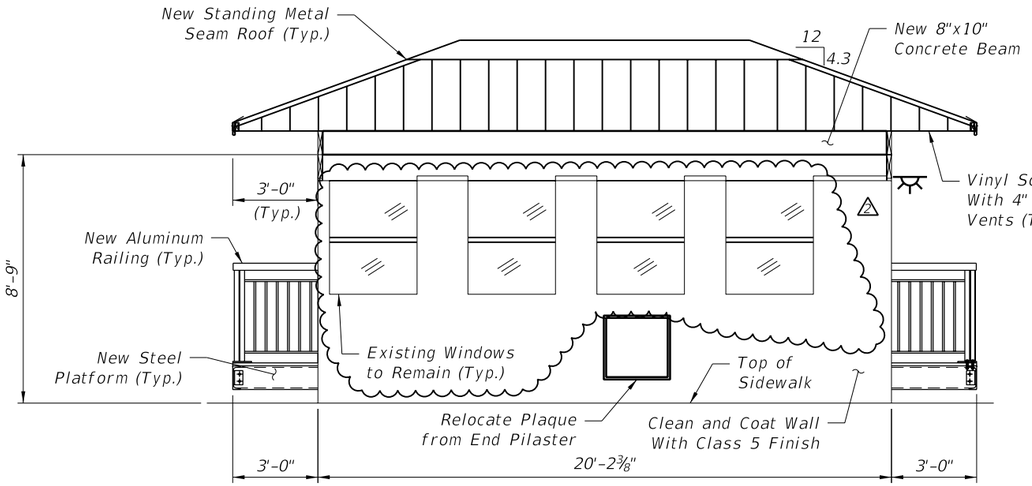
SHEET TITLE: CONTROL HOUSE EXISTING ELEVATIONS

REF. DWG. NO.: TH-1

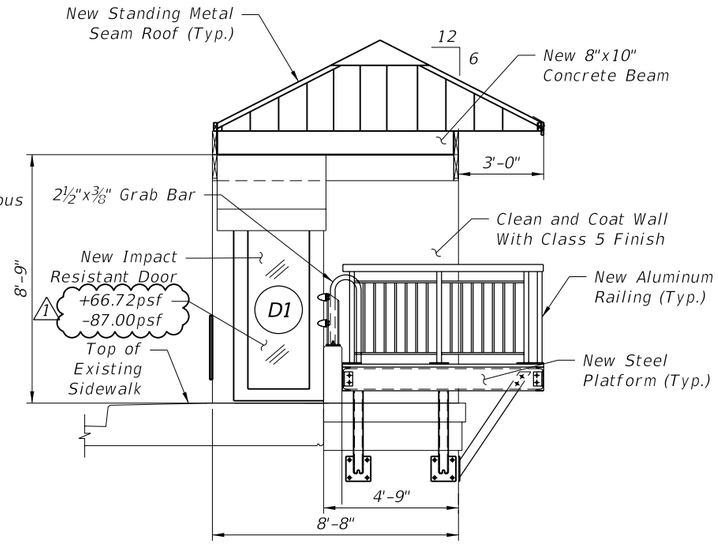
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-67

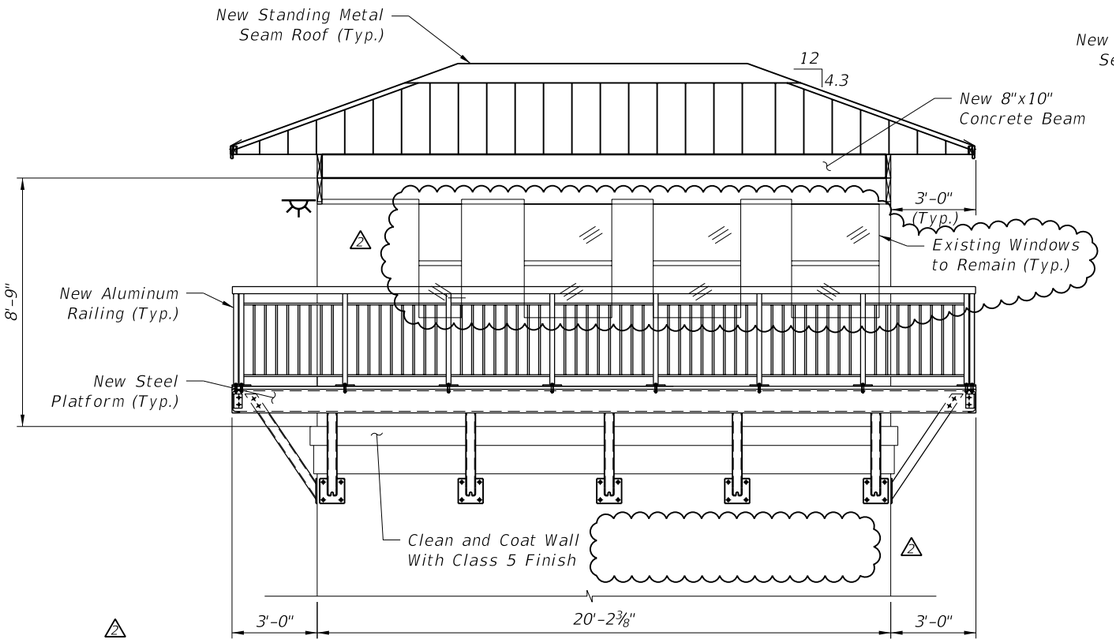
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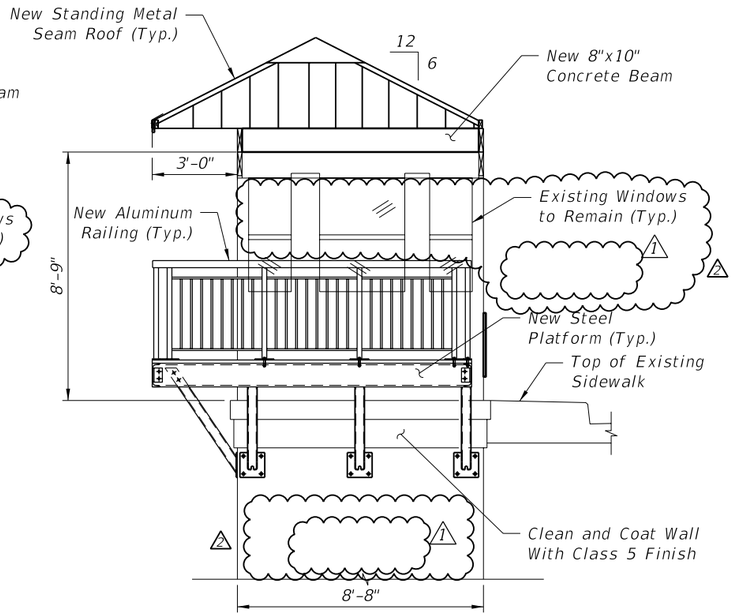
NORTH ELEVATION
(Existing Concrete Barrier not shown for clarity)



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

NOTES:
1. For door schedule, see Dwg. No. TH-6.
2. For platform details, see Dwg. Nos. TH-12 and TH-13.
3. Relocate weather station, antennas, etc to new roof. Furnish and install new wire and cable as needed.
4. See Dwg. No. A-4 for relocation of plaque payment.
5. See Control House Technical Special Previsions for roof material and finish.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/9/14	CG	1 Wind pressure revised			
10-07-14	SWH	2 Existing Windows To Remain, Revise Notes			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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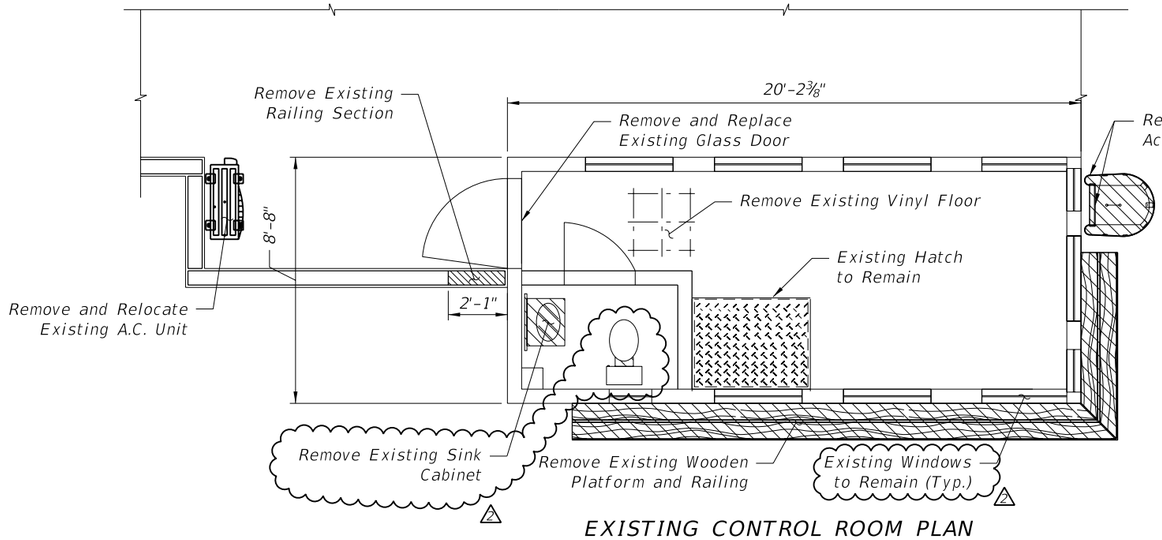
TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

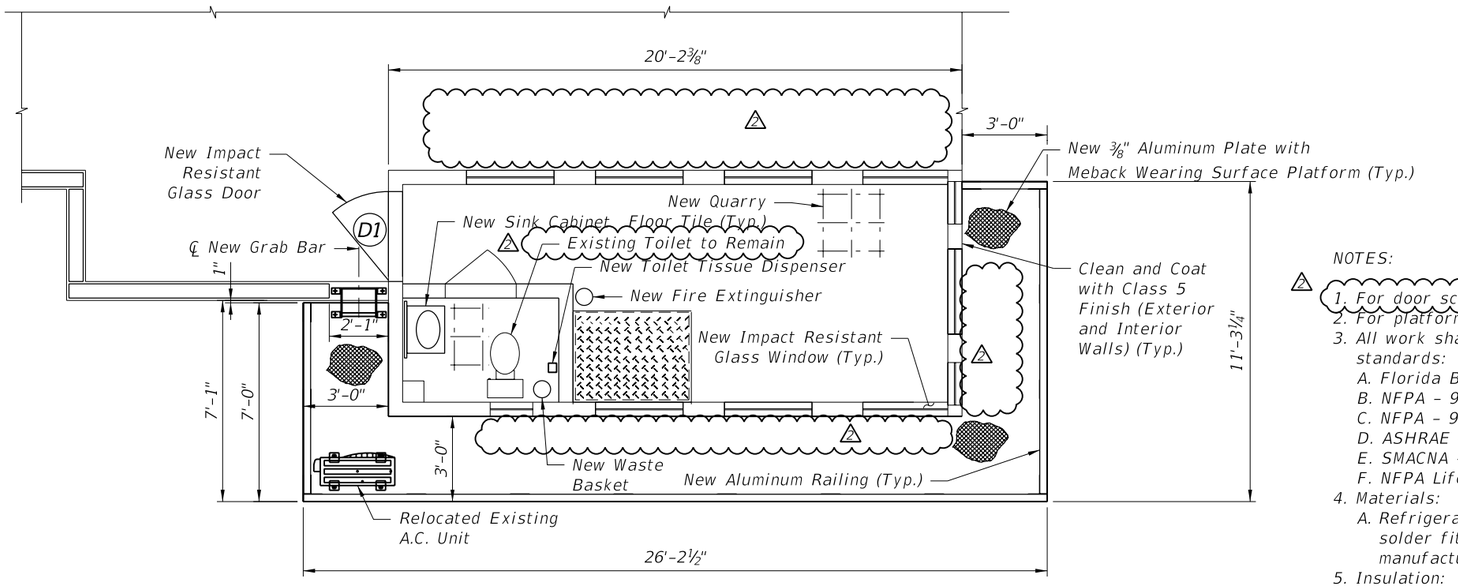
SHEET TITLE: CONTROL HOUSE NEW ELEVATIONS — REF. DWG. NO. TH-2

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY — SHEET NO. B1-68

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EXISTING CONTROL ROOM PLAN



NEW CONTROL ROOM PLAN

LEGEND:

Removal Limits

NOTES:

2 1. For door schedule, see Dwg. No. TH-6.
2. For platform and railing details, see Dwg. Nos. TH-12 and TH-13.
3. All work shall be done in accordance with the following codes and standards:
   A. Florida Building Code as listed in General Notes
   B. NFPA – 90a air conditioning air ventilation
   C. NFPA – 91 blower and exhaust systems
   D. ASHRAE – Equipment, System and Applications
   E. SMACNA – Low velocity duct construction
   F. NFPA Life Safety Code
4. Materials:
   A. Refrigerant Piping – Use copper tubing type "L" with wrought solder fittings and silver solder. Refrigerant lines as sized by manufacturer.
5. Insulation:
   A. Refrigerant Suction Piping -¾" thick unsplit over pipe, flame spread 25 or less, smoke developed rating 100 or less. Paint as recommended by manufacturer for exterior exposure.
6. Chair/Workbench:
   The Contractor shall provide a new chair and workbench per the TSP.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Existing Windows To Remain, Revise Notes			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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DESIGNED BY:	CG 5-14
CHECKED BY:	TN 5-14

TOWN OF BAY HARBOR ISLANDS

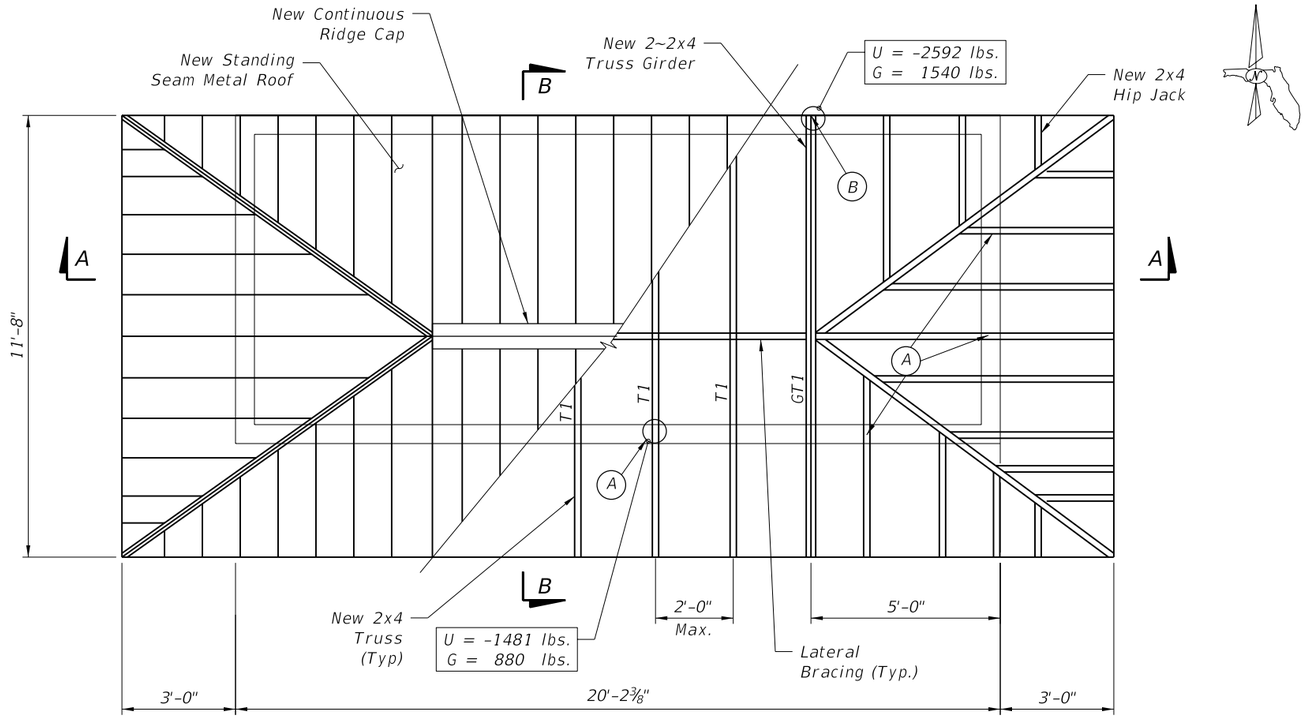
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONTROL HOUSE FLOOR PLAN AT CONTROL LEVEL

REF. DWG. NO.: TH-3

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-69



NEW ROOF LEVEL PLAN

COMPONENT AND CLADDING LOADS		
ZONE	MAXIMUM +PRESSURE (PSF)	MAXIMUM -PRESSURE (PSF)
ROOF		
1	40.55	-64.4
2	40.55	-112.11
3	40.55	-165.78
WALLS		
4	70.37	-76.33
5	70.37	-94.22

ROOF PLAN CONTROL HOUSE LOADS TABLE

TRUSS ANCHOR SCHEDULE					
MARK	CONN. TYPE	FASTNER	UPLIFT VALUE	MIAMI-DADE COUNTY APPROVAL NO.	REMARK
(A)	HLPTA 75	20-10d x 1-½"	2125	03-0508.04	TYPICAL TRUSS
(B)	(2) HLPTA 75	30-10d x 1-½"	3500	03-0508.04	GIRDER TRUSS

NOTES:

1. For roof details, see Dwg. No. TH-11.
2. For Sections A-A and B-B, see Dwg. No. TH-5.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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DESIGNED BY:	CG 5-14
CHECKED BY:	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

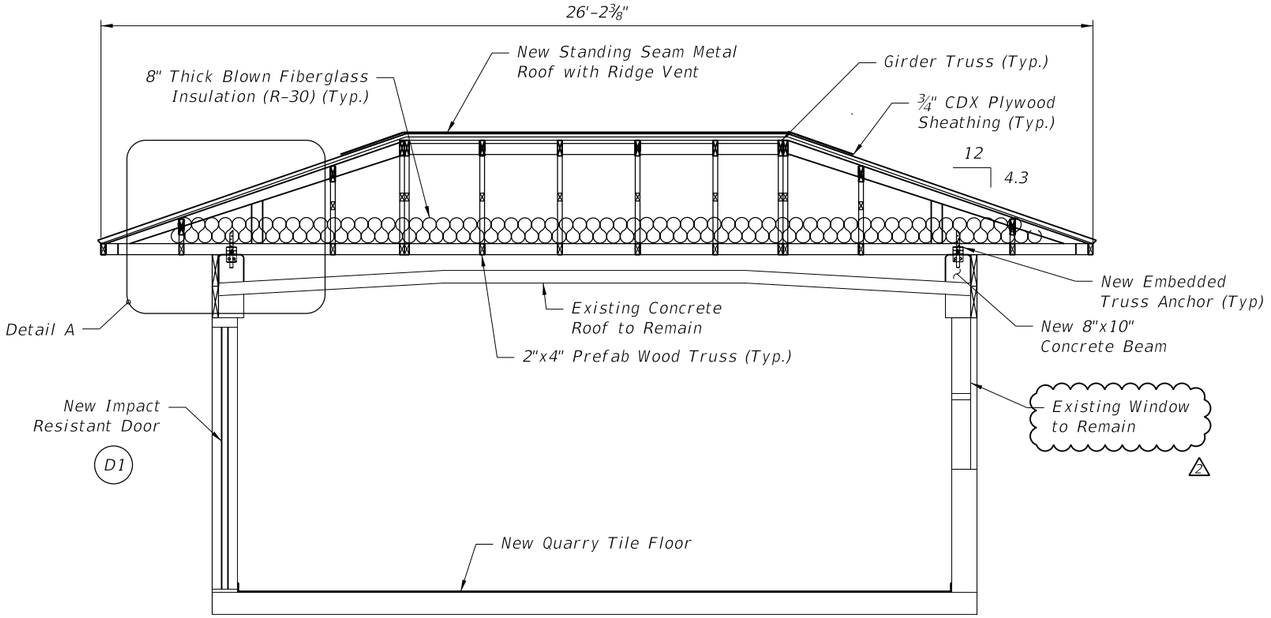
SHEET TITLE: CONTROL HOUSE ROOF FRAMING PLAN

REF. DWG. NO. TH-4

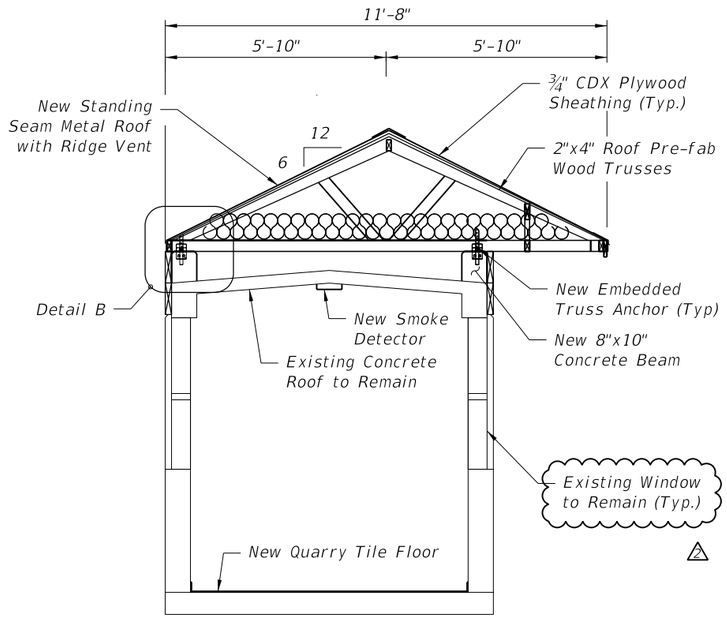
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-70

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SECTION A-A



SECTION B-B

NOTES:

1. For Sections A-A and B-B, see Dwg. No. TH-4.
2. For Details A and B, see Dwg. No. TH-11.

SIZE	MARK	LENGTH	NO. BARS REQ'D	TYPE	STYLE A	STYLE G	B	C	D	E	F	H	J	K	N	Ø
LOCATION : Control House Bar Chart															NO. REQUIRED : 1	
4	B1	2'-8"	20	11			5"	1'-1½"	1'-1½"							
4	B2	2'-10"	40	11			5"	1'-2½"	1'-2½"							
4	B3	8'-1"	4	1			8'-1"									
4	B4	19'-7"	4	1			19'-7"									

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Existing Windows To Remain			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONTROL HOUSE NEW SECTIONS

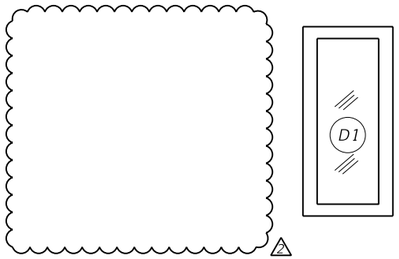
REF. DWG. NO.: TH-5

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-71

DOOR SCHEDULE

MARK	DOOR SIZE (wxhxd)	QUANTITY	DESCRIPTION
D1	3'-2" x 6'-8" x 1¾"	1	High Security Aluminum Door with Glass, Impact Resistant
D4	3'-0" x 5'-0" x 1¾"	1	High Security Aluminum Door

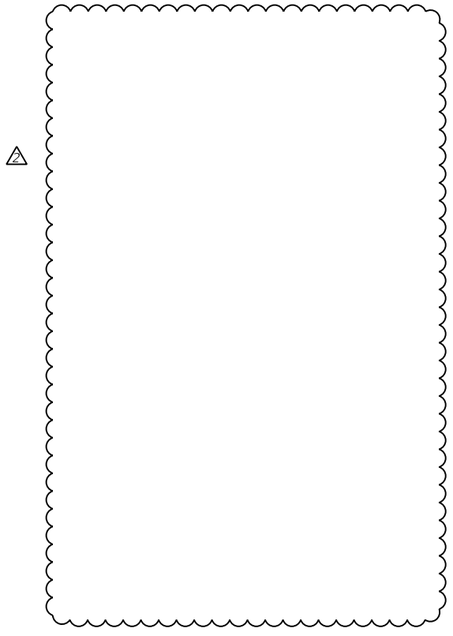




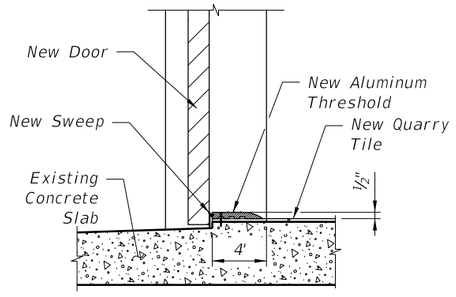


NOTES:

1. Contractor shall submit door shop drawings for approval.







THRESHOLD DETAIL

FINISH SCHEDULE

ROOM NAME	BASE	FLOOR	WALL	CEILING	
CONTROL ROOM	CONCRETE	QUARRY TILE	PAINTED	CONCRETE	PAINTED

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Remove New Pipe Attachment Detail, Existing Windows to Remain, Revise Notes			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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TOWN OF BAY HARBOR ISLANDS

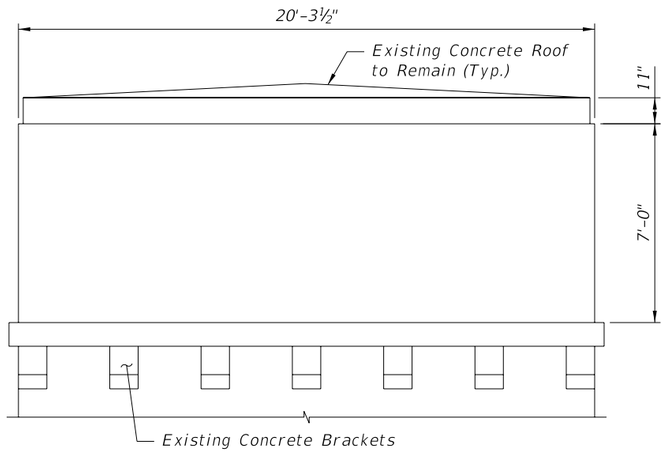
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONTROL HOUSE DETAILS

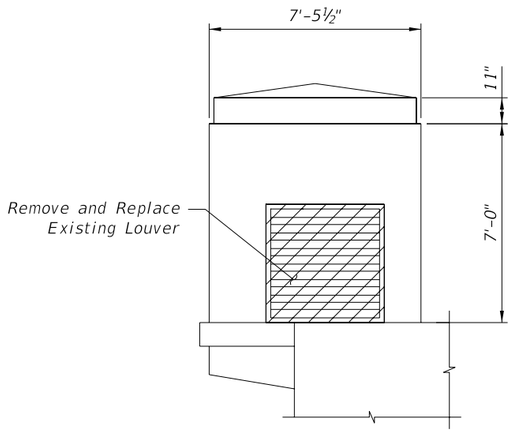
REF. DWG. NO.: TH-6

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

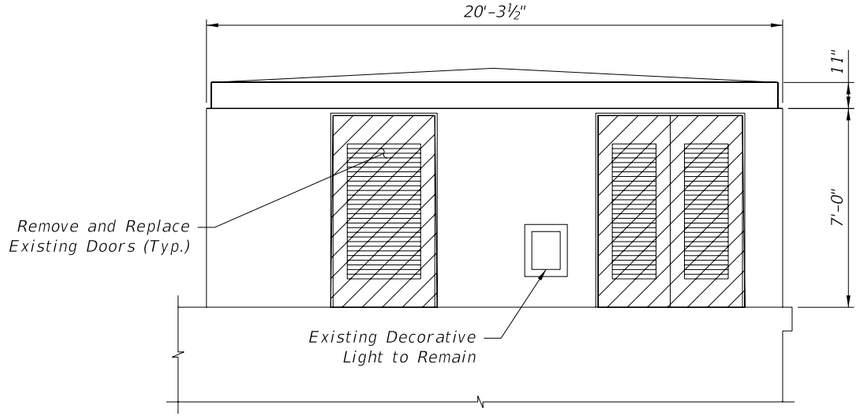
SHEET NO.: B1-72



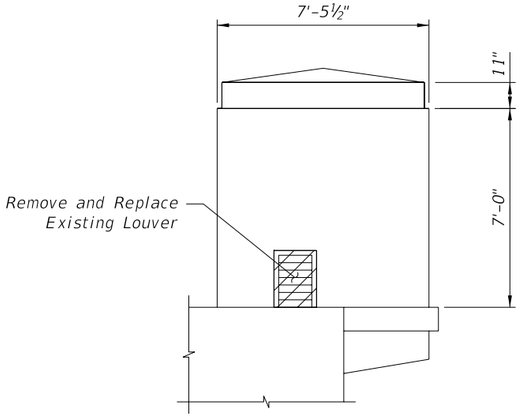
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

GENERATOR HOUSE GENERAL NOTES:

1. Remove doors and frames. Replace doors as indicated in the Plans, frames to match existing rough dimensions.
2. All blocking shall be treated wood as specified in Section 955 of the Florida Department of Transportation Standard Specification.
3. New roofing to be a standing seam metal roof, with concealed fasteners.
4. Clean and apply Class 5 finish to all exterior concrete surfaces.
5. Colors of the finish shall be approved prior to the application.
6. For payment, see Note 12 Dwg. No. TH-1.

LOADS:

A: Roof: LL=30psf
DL=30psf

B: Design Criteria
V=170mph
CAT=III
Exp=D
ASCE 7 - 2010
FBC 2010

Legend:

Removal Limits

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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DESIGNED BY:	CG 5-14
CHECKED BY:	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

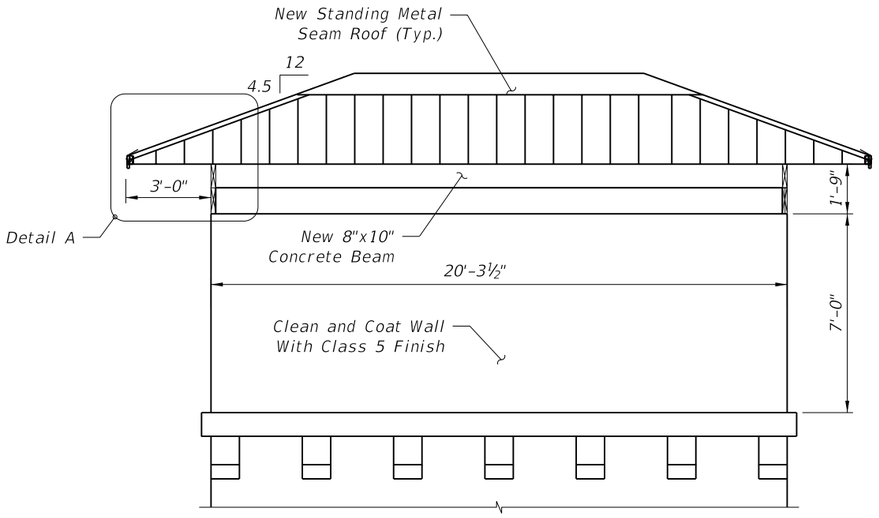
SHEET TITLE: GENERATOR HOUSE EXISTING ELEVATIONS

REF. DWG. NO.: TH-7

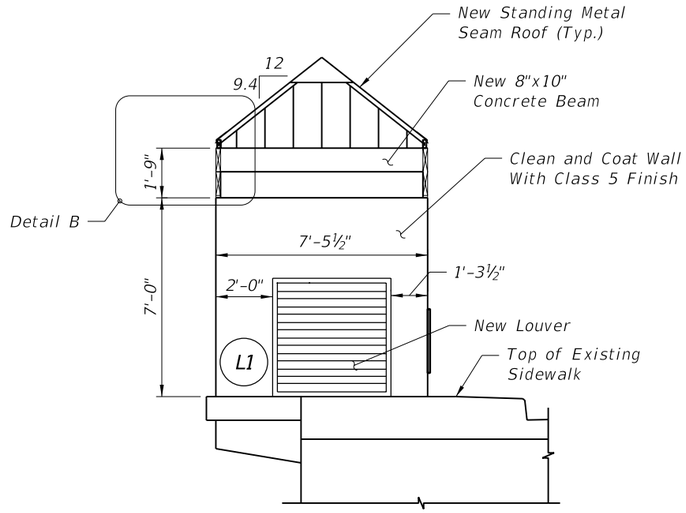
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-73

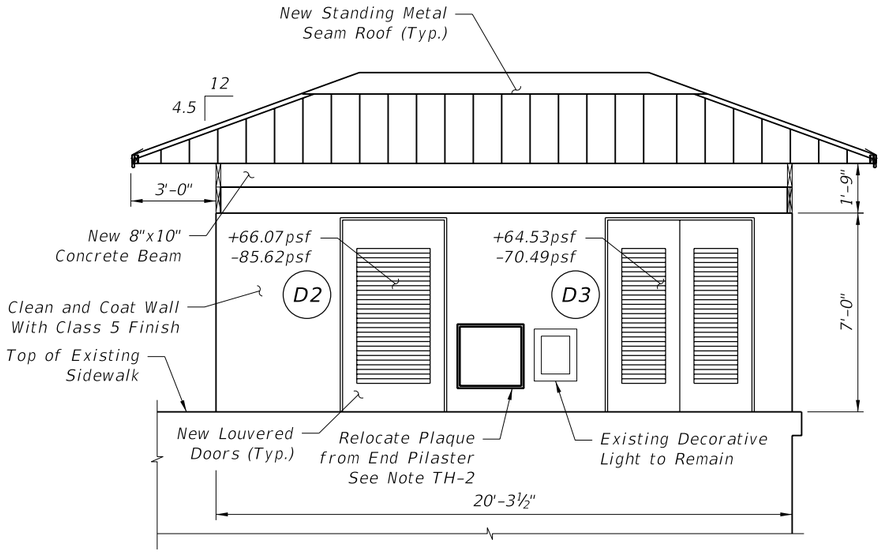
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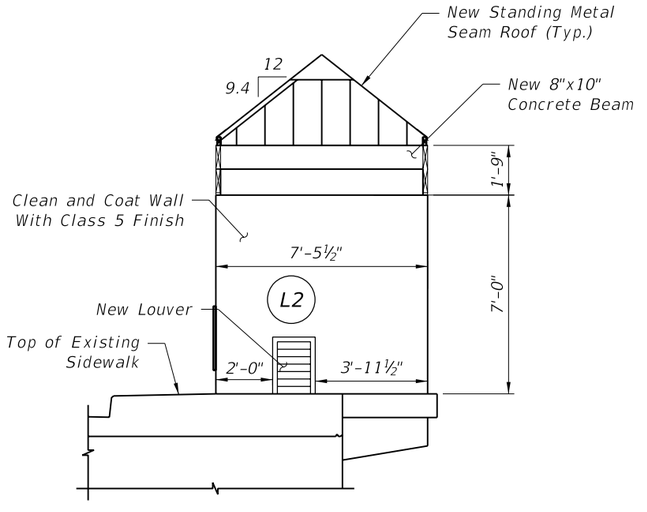
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

NOTES:

1. Refer to Dwg No. TH-9 for door & louver schedules.
2. For Details A and B, see Dwg. No. TH-11.
3. Relocate weather station, antenna, etc. to new roof.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: GENERATOR HOUSE NEW ELEVATIONS

REF. DWG. NO. TH-8

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-74

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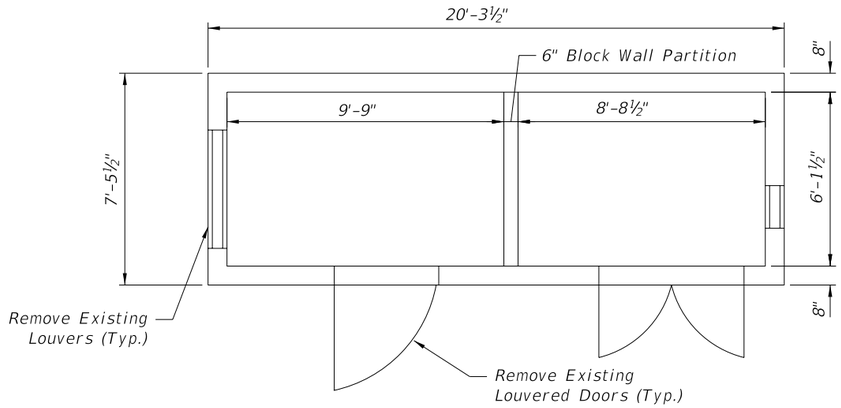
DOOR SCHEDULE			
MARK	DOOR SIZE (wxhxd)	QUANTITY	DESCRIPTION
D2	3'-9" x 6'-10" x 1¾"	1	High Security Aluminum Single Door with Louver
D3	5'-3" x 6'-10" x 1¾"	1	High Security Aluminum Double Door with Louver

LOUVER SCHEDULE			
MARK	DOOR SIZE (wxhxd)	QUANTITY	DESCRIPTION
L1	4'-2" x 4'-2" x 1¾"	1	Extruded Aluminum Louver
L2	1'-6" x 2'-0" x 1¾"	1	Extruded Aluminum Louver

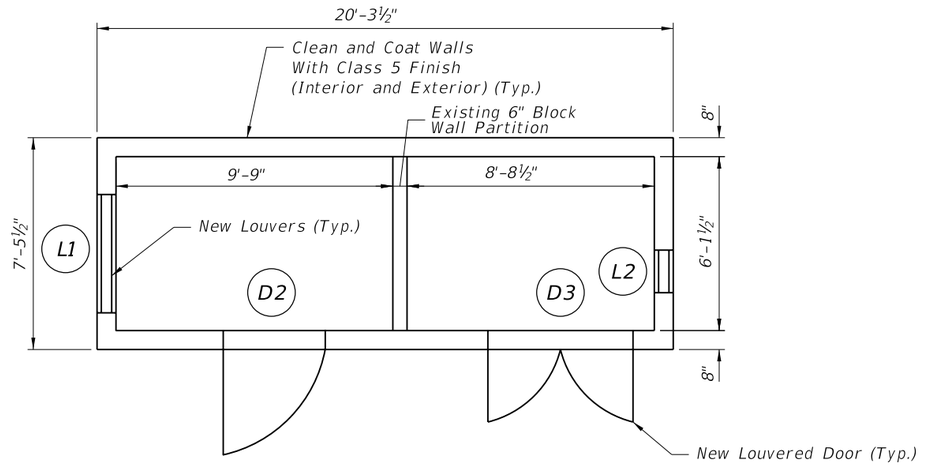
NOTES:

1. Contractor shall submit doors and louvers shop drawings for approval.
2. Louvers and doors shall be high velocity hurricane zone approved.

FINISH SCHEDULE					
ROOM NAME	BASE	FLOOR	WALL	CEILING	
GENERATOR ROOM	CONCRETE	CONCRETE	PAINTED	CONCRETE	PAINTED



EXISTING PLAN



NEW PLAN

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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TB 5-14	CG 5-14	CG 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

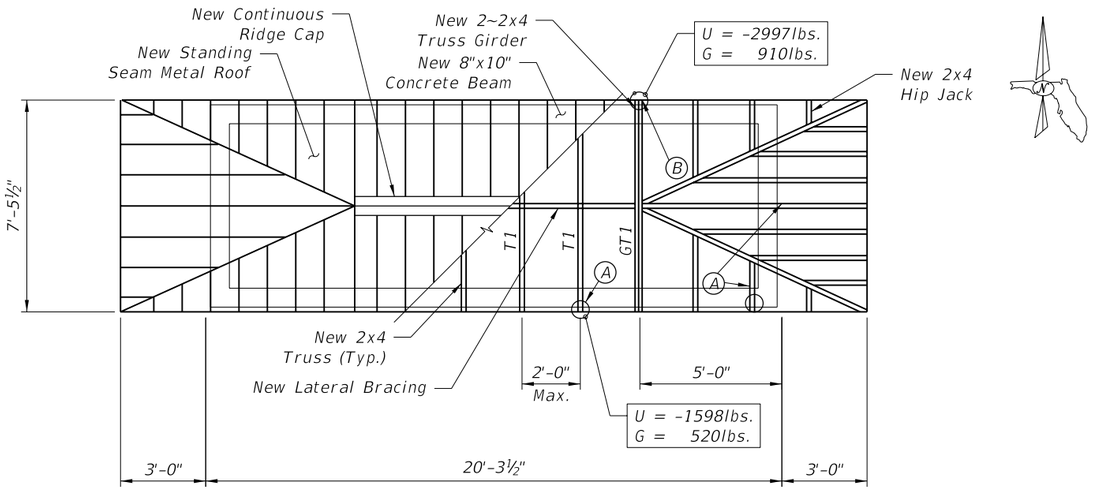
SHEET TITLE: GENERATOR HOUSE FLOOR PLAN AT ROADWAY LEVEL

REF. DWG. NO.: TH-9

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-75

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NEW ROOF LEVEL PLAN

COMPONENT AND CLADDING LOADS		
ZONE	MAXIMUM +PRESSURE (PSF)	MAXIMUM -PRESSURE (PSF)
ROOF		
1	40.55	-64.4
2	40.55	-112.11
3	40.55	-112.11
WALLS		
4	70.37	-76.33
5	70.37	-94.22

ROOF PLAN GENERATOR HOUSE LOADS TABLE

SIZE	MARK	LENGTH	NO. BARS REQ'D	TYPE	STYLE A	STYLE G	B	C	D	E	F	H	J	K	N	Ø
LOCATION : Generator House Bar Chart															NO. REQUIRED : 1	
4	B1	2'-8"	16	11			5"	1'-1½"	1'-1½"							
4	B2	2'-10"	40	11			5"	1'-2½"	1'-2½"							
4	B5	6'-11"	4	1			6'-11"									
4	B6	19'-9"	4	1			19'-9"									

TRUSS ANCHOR SCHEDULE					
MARK	CONN. TYPE	FASTNER	UPLIFT VALUE	MIAMI-DADE COUNTY APPROVAL NO.	REMARK
(A)	HLPTA 75	20-10d x 1-½"	2125	03-0508.04	TYPICAL TRUSS
(B)	(2) HLPTA 75	30-10d x 1-½"	3500	03-0508.04	GIRDER TRUSS

NOTES:

1. For roof details, see Dwg. No. TH-11.
2. For Truss Anchor, see Detail A and B, Dwg. No. TH-11.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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CHECKED BY: CG 5-14	
DESIGNED BY: CG 5-14	
CHECKED BY: TN 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

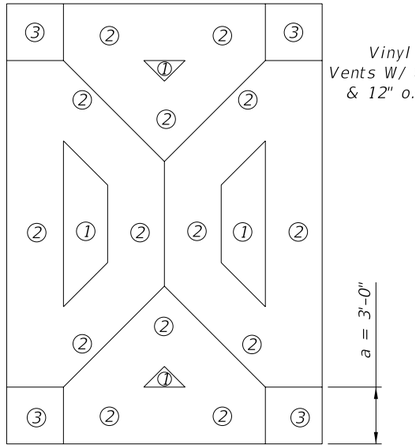
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REF. DWG. NO. TH-10

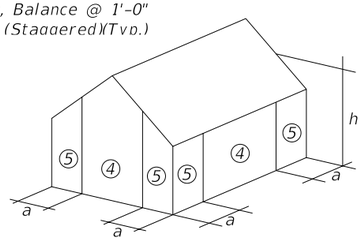
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-76

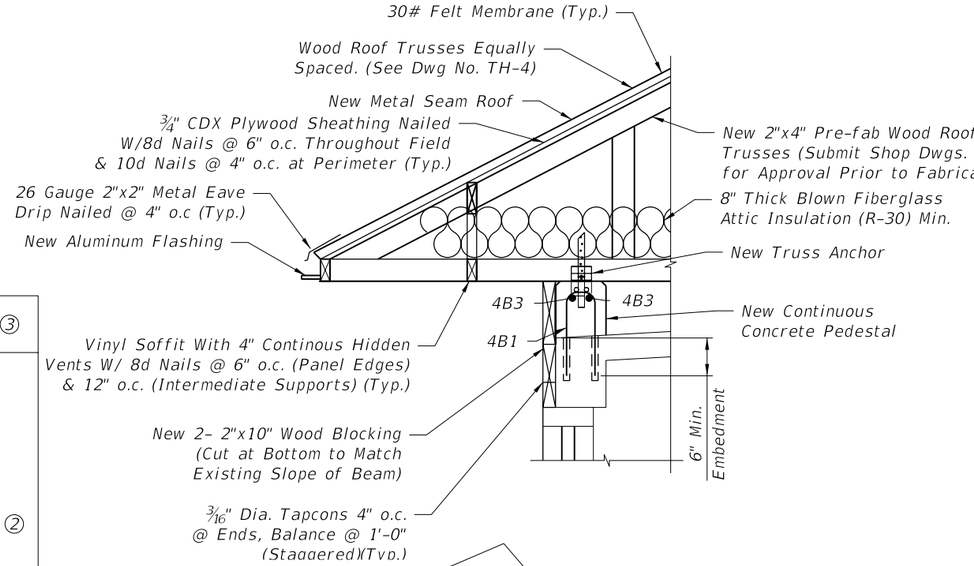
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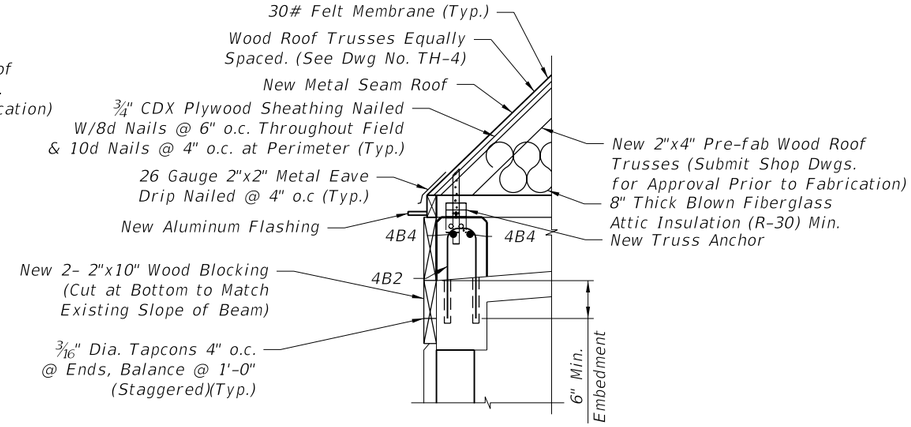


ROOF PLAN COMPONENT & CLADDING LOADS

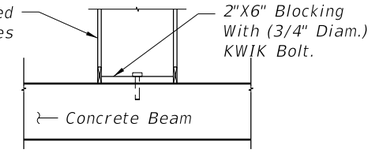


WALL COMPONENTS & CLADDING LOADS

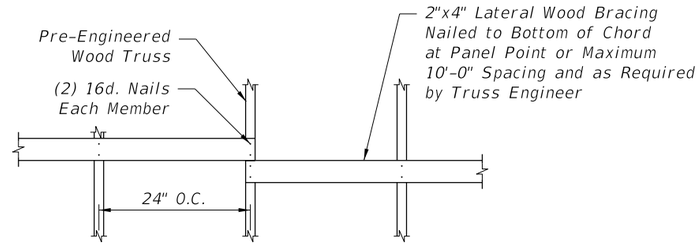




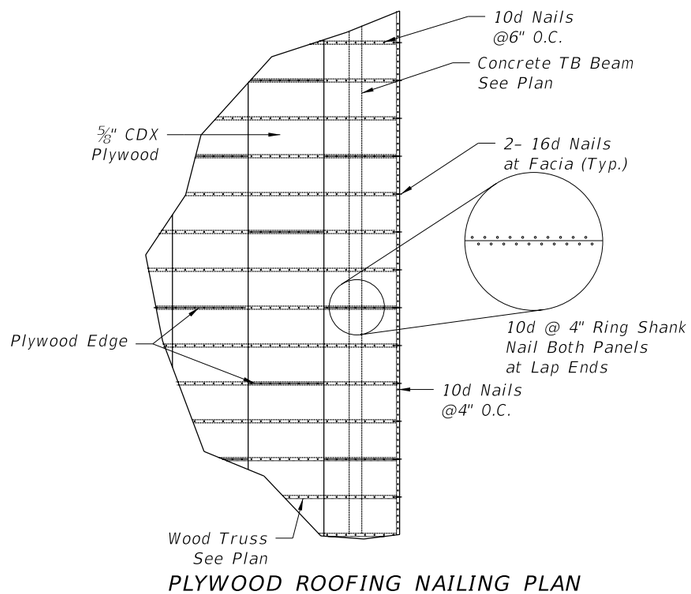
DETAIL B



TRUSS BLOCK DETAIL



LATERAL BRACING



PLYWOOD ROOFING NAILING PLAN

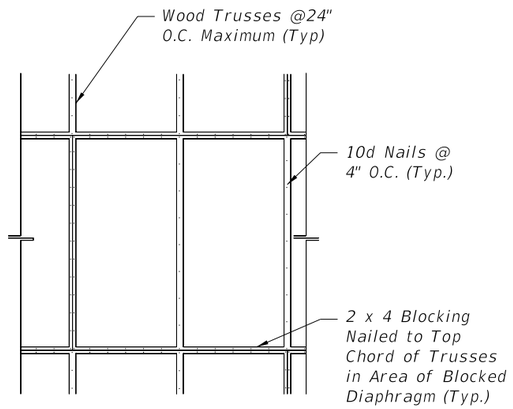
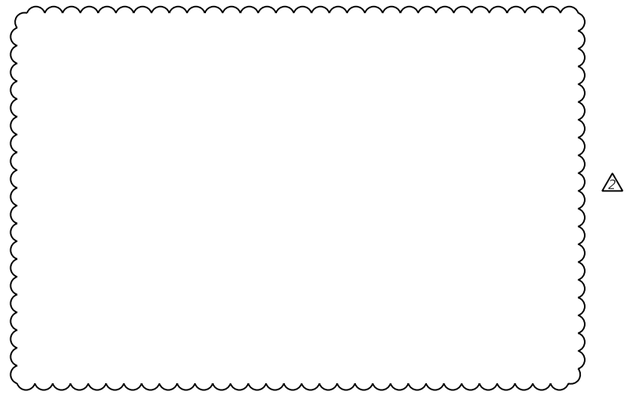


DIAGRAM FOR NAILING OF ROOF SHEATHING BOARDS AT BLOCKING DIAGRAM



Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Remove Wall Detail			

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SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

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DESIGNED BY: CG 5-14	
CHECKED BY: TN 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

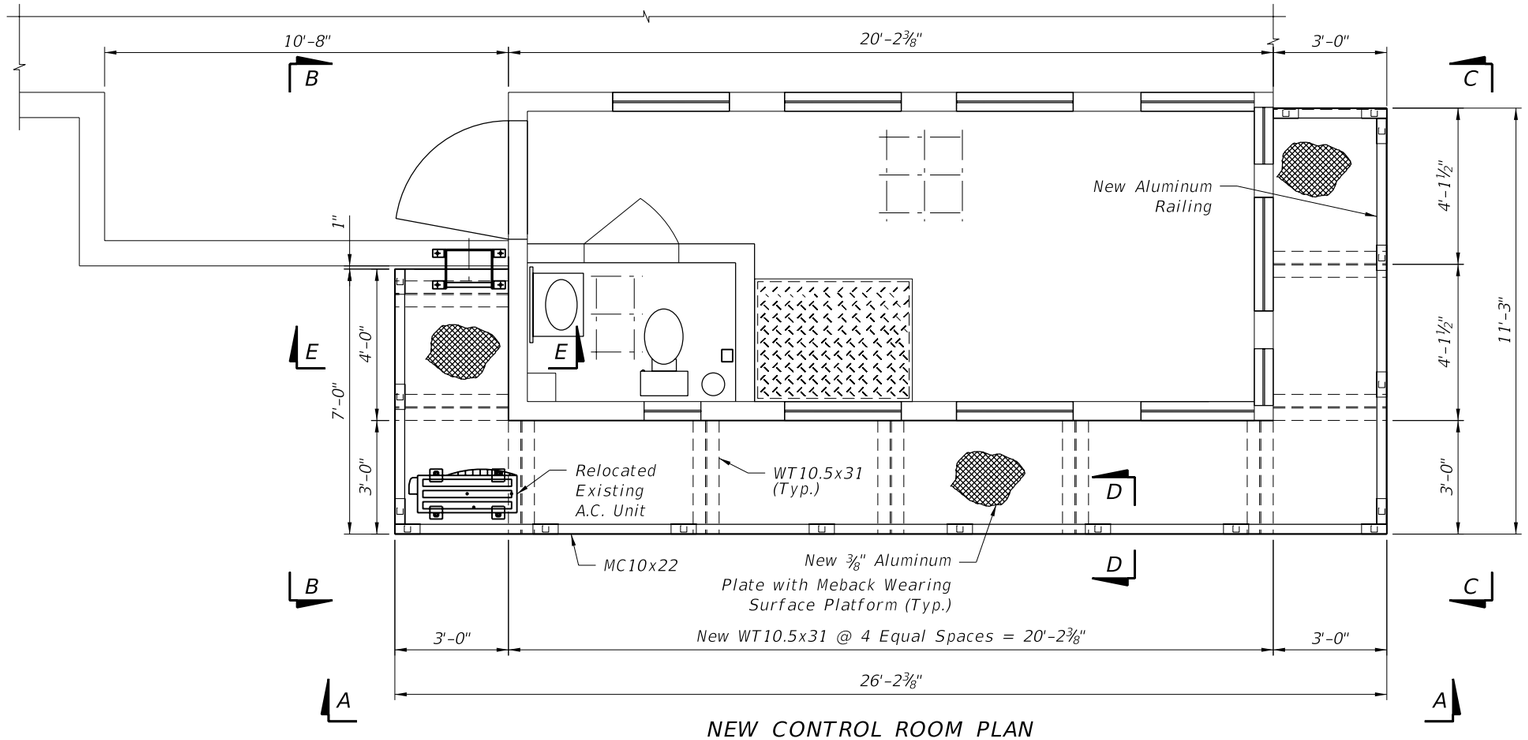
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REF. DWG. NO. TH-11

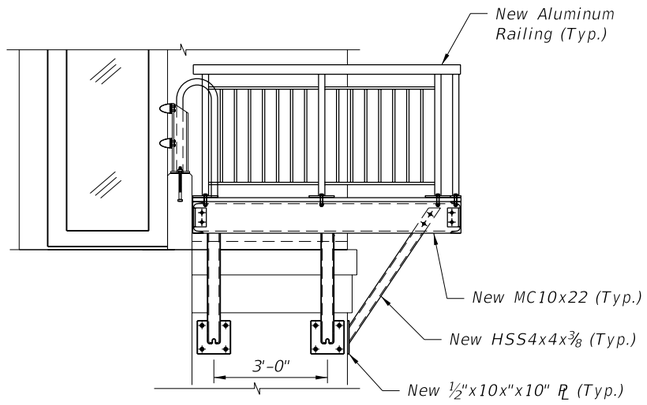
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-77

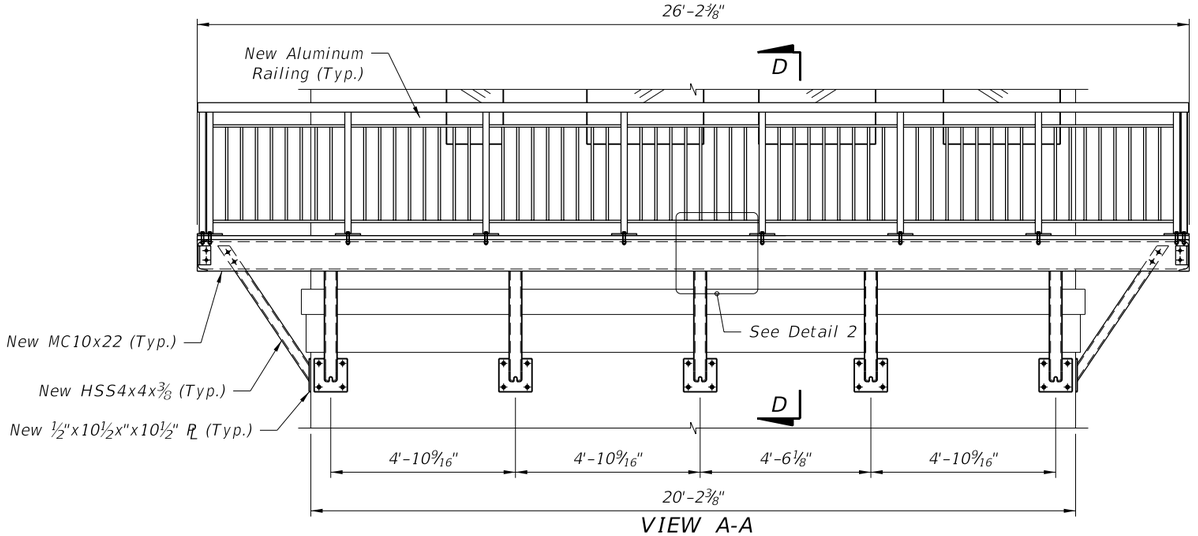
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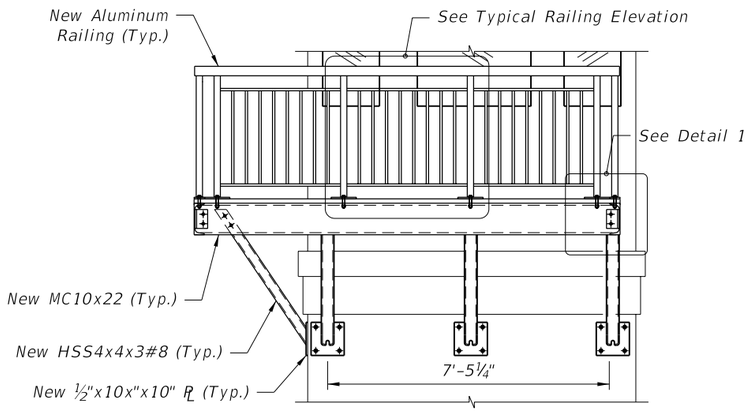
NEW CONTROL ROOM PLAN



VIEW B-B



VIEW A-A



VIEW C-C

NOTES:

1. For typical railing elevation see Dwg. No. TH-13.
2. For platform connection detail Nos 1 & 2. See Dwg. No. TH-13.
3. For Section D-D & E-E, see Dwg. No. TH-13.

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
Cerificate of Authorization #29741

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CHECKED BY:	TN 5-14

TOWN OF BAY HARBOR ISLANDS

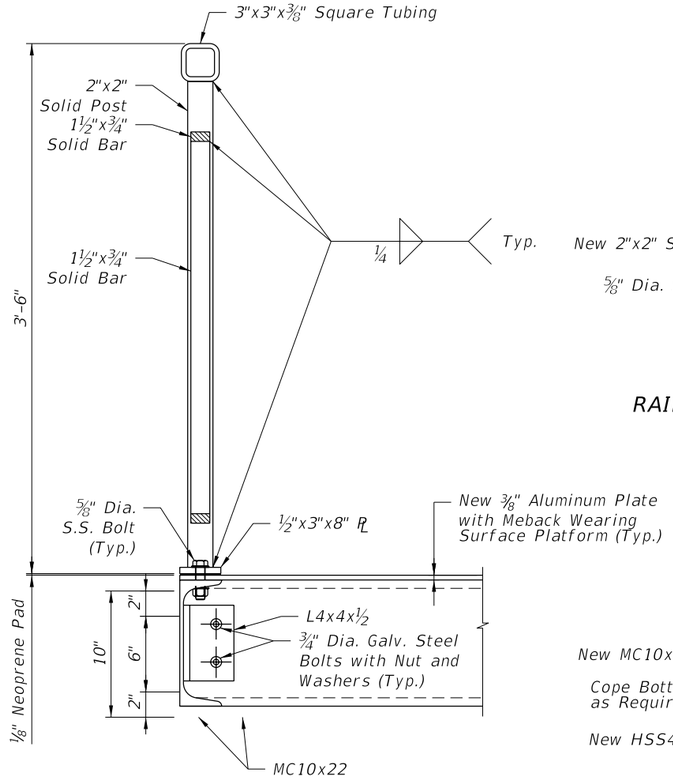
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: UTILITY PLATFORM DETAILS (1 OF 2)

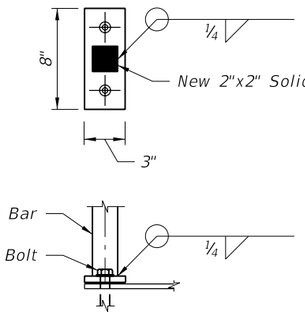
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

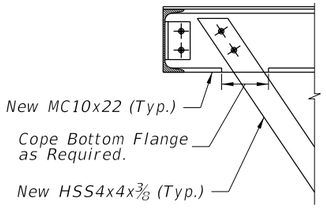
SHEET NO.: B1-78



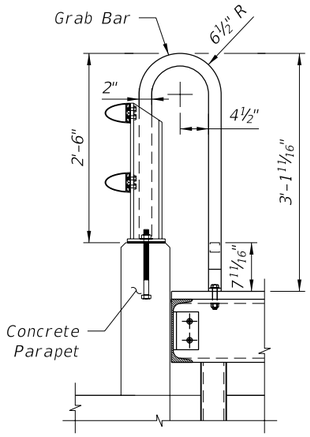
SECTION D-D



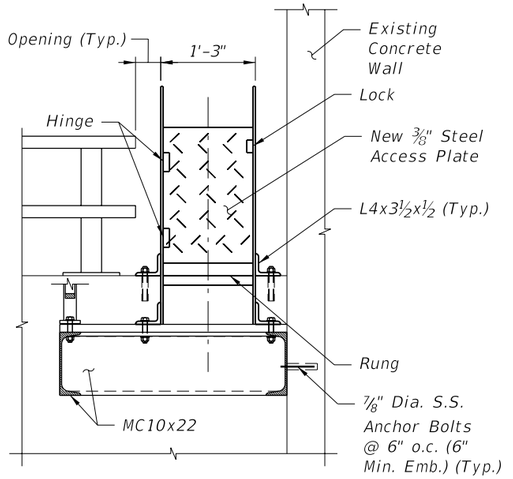
RAILING ATTACHMENT DETAIL



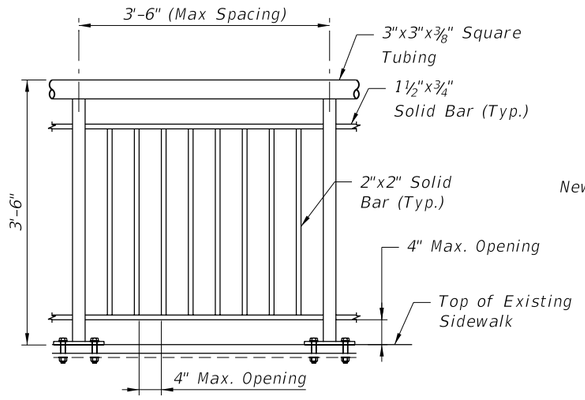
DETAIL 1



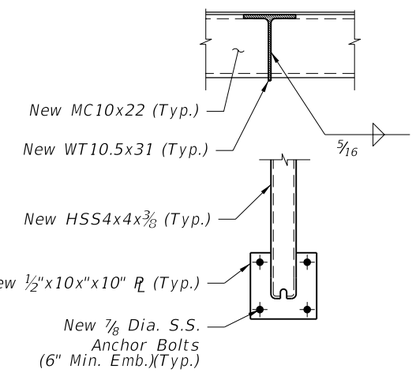
GRAB BAR DETAIL



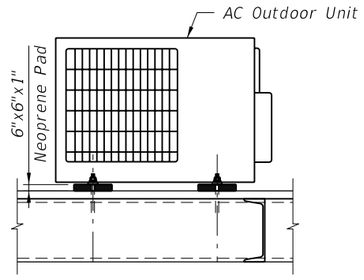
SECTION E-E



TYPICAL RAILING ELEVATION



DETAIL 2



OUTDOOR UNIT MOUNT DETAIL

2 RAILING NOTES:

1. All pedestrian railing members to be Aluminum Alloy 6061-t6 or equal.
2. Anchor bolts shall be stainless steel in accordance with ASTM A276, Grade 316. Plates and washers to be stainless steel.
3. After the nuts have been snug-tightened, the anchor bolt threads shall be distorted to prevent removal of the nuts.
4. Shop Drawings: Complete details and description of materials for the aluminum rail shall be submitted by the Contractor for the Engineer's approval.
5. The pedestrian railing shall be coated with a corrosion resistant polyester powder coating. The color shall match railing at Bascule Span.
6. The rail shall be provided as specified. No substitution of material or appearance shall be allowed.
7. Welding details and operations shall be in accordance with AWS D1.2 Structural Welding Code Aluminum. All welds are fillet welds unless otherwise noted. All welds are to be ground smooth and transitioned to meet the members.
8. Structural steel for ladders and platforms shall conform with ASTM A36 or ASTM A992 and shall be hot-dip galvanized in accordance with Specification 962. Welding shall conform to AWS D1.1.
9. Platform Aluminum Plate is to safely sustain a uniform distributed live load of 200 pounds per square foot and a 2,000 pounds point load. Attach aluminum plate to supporting members with 1/2" diameter stainless steel screws and as per manufacturer's recommendations.
10. All ladder and platforms shall comply to OSHA requirements.
11. Deflection limits L/60.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	SWH	2 Revised Notes			

HARDESTY & HANOVER, LLC
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SUNRISE, FLORIDA 33323
Cesar Granados, P.E. #64221
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TB 5-14	CG 5-14	CG 5-14	TN 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: UTILITY PLATFORM DETAILS (2 OF 2)

REF. DWG. NO. TH-13

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-79

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GENERAL MACHINERY NOTES:

Details of machinery shall conform to the AASHTO LRFD Movable Highway Bridge Design Specifications 2nd Edition and all subsequent interms, unless otherwise shown on the Plans, or provided for in the Specifications. Refer to Section T468 – Technical Special Provision (TSP) for Mechanical Machinery for Movable Bridges.

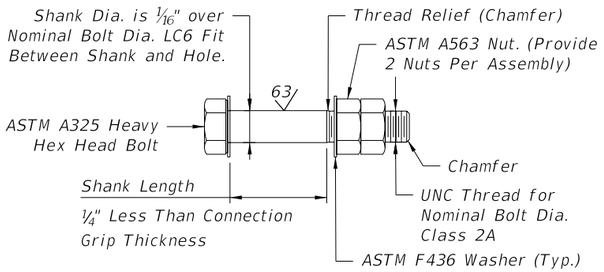
Provide shims for leveling and aligning all machinery components. Shims shall be ½" nominal thickness, unless otherwise specified, with adjustment variations as described in the Technical Special Provision.

Unless otherwise indicated, all fasteners used for connecting machinery parts to each other and to supporting steel shall be turned bolts that conform to the minimum specified physical requirements of high strength, ASTM A325 Type 1 cut thread, semi-finished, washer faced, heavy hexagonal head bolts. The dimensions of the bolt heads shall conform to ANSI/ASME B18.2.6 – Heavy Hex Structural Bolts.

Provide threads for turned bolts that conform to coarse thread series as per the requirements of ANSI/ASME B.1.1. All turned bolts are to be secured with double heavy hex nuts. Nuts shall conform to ASTM A563, Heavy Hex Nuts, ANSI/ASME 18.2.2. Use jam nuts only where space prohibits use of standard nuts. Hardened steel, plain washers conforming to ASTM F436 shall be used at both ends of all turned bolts.

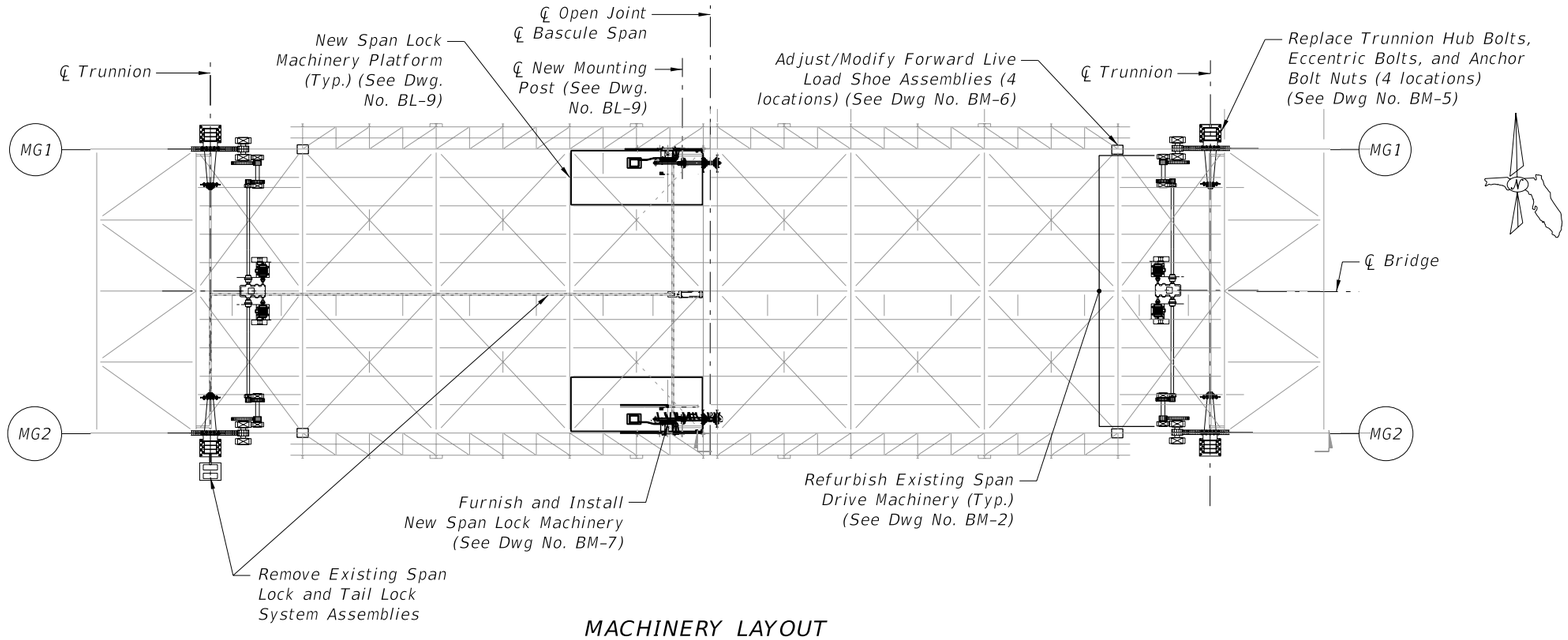
Turned bolts/fasteners bolt hole clearance shall be LC6 unless otherwise noted. High strength turned bolts that have been torqued shall not be reused. Turned bolts to be drilled and reamed in the field after final alignement unless otherwise noted. Refer to Section 468 – Technical Special Provision for bolt tensioning requirements.

TYPICAL H.S. TURNED BOLT DETAIL



Fasteners that require tapped holes, shall be detailed with a minimum thread engagement of 1½ time the nominal body diameter. Countersunk fasteners shall be detailed with a minimum of a 1/16" recess.

Cap screws shall be material ASTM F879 and H.S. Cap screws shall be material ASTM A449. Utilize Loctite 422 for all tapped connections unless otherwise noted in the Contract Documents.



MACHINERY LAYOUT

Machinery dimensions shown on drawings are dimensions after machining. Unless otherwise indicated or required for the proper assembly of parts, dimensional tolerances for machinery in general shall be as follows:

Surface Straightness:	—	0.010	
Flatness:	▱	0.010	
Parallelism:	∥	0.005	-
Perpendicularity (Per Linear Foot):	⊥	0.005	-
Angularity (Per Linear Foot):	∠	0.02	-
Position (Features within a Component):	⌖	0.02	-
Concentricity:	◎	0.005	-
Circular Runout:	↗	0.005	-

All transitions of surfaces of machinery parts shall be blended in smooth. All surfaces of forgings shall be machined to the dimensions shown in the Contract Documents. All mating surfaces of machinery parts and supports shall be machined.

Details shown herein with dimensions depend on manufactured items and are to be sized based on the actual manufactured items purchased by the Contractor.

All surfaces of new bronze castings shall be machined to the dimensions shown on Contract Document.

Model numbers and details of motors, couplings, and other standard components are based on manufacturer's catalog data current at the time the Contract Documents were prepared. Equivalent models from other manufacturers may be substituted at the option of the Contractor and with the approval of the Engineer. Mention of a manufacturer's name or model number does not represent a preference, but is used to set a standard.

The edges and corners of all machinery parts shall be detailed and machined with suitable fillets and chamfers. In general the minimum radius or chamfer shall be 1/8" if the part thickness is less than 1" and ¼" if the part thickness is equal to or greater than 1", unless otherwise noted. In the case of mating parts, allowances shall be made for the proper fit and assembly. Such details shall be shown on shop drawings.

Unless otherwise indicated fits and finishes for machinery shall be as follows:

Surface	Finish	Fit
Machinery base on steel	125	–
Machinery base on masonry	500	–
Machinery Supports	125	–
Machinery parts in fixed contact	125	–
Shaft journal	8	RC6
Journal bushings	16	RC6
Hubs on shafts (to 2" bore)	32	FN2
Hubs on shafts (over 2" bore)	63	FN2
Split bushings in base	125	LC1
Solid bushing in base (to ¼" wall)	63	FN1
Solid bushing in base (over ¼" wall)	63	FN2
Sliding and thrust bearings	32	RC6

The above fits for cylindrical parts shall also apply to the major dimensions of noncylindrical parts

Top, bottom, and side key and keyseat tolerances shall conform to ANSI B17 Class 2 Fit for Parallel Rectangular Keys.

Bridge No. 875101

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1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Amaka Amalu-Anderson, P.E. #75527
Certificate of Authorization #29741

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DESIGNED BY:	AAA 5-14
CHECKED BY:	MJS 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

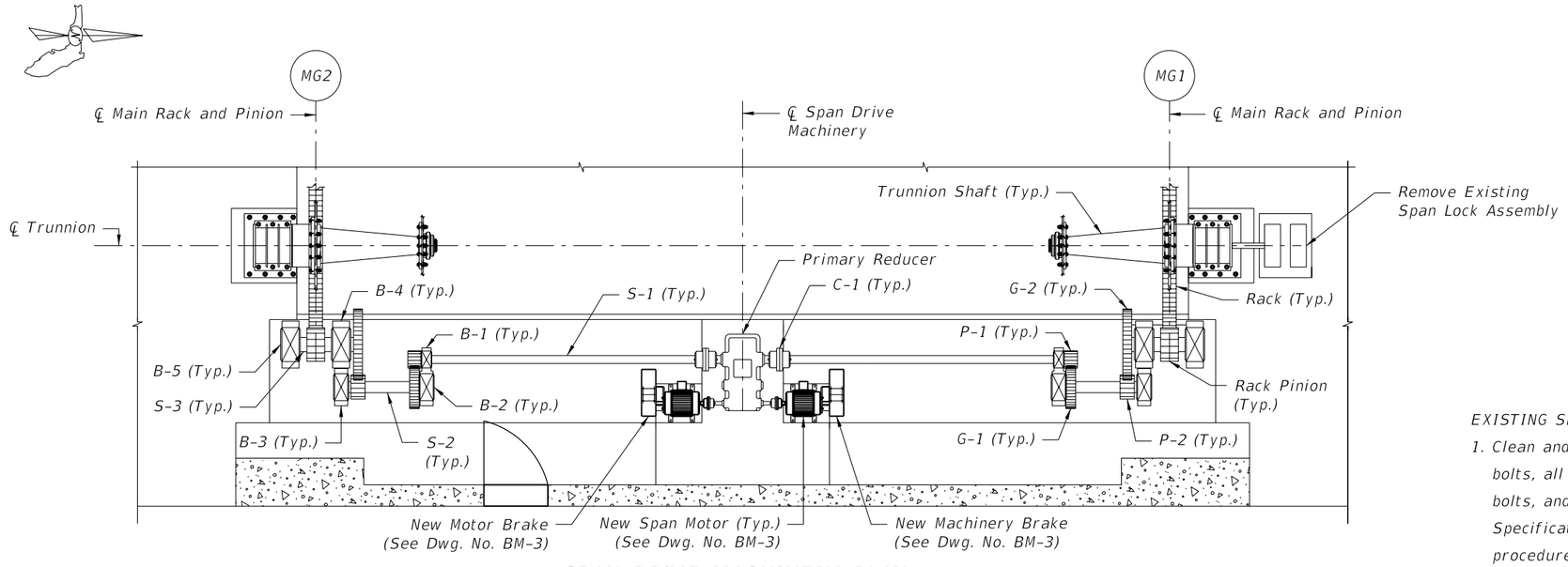
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REF. DWG. NO. BM-1

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

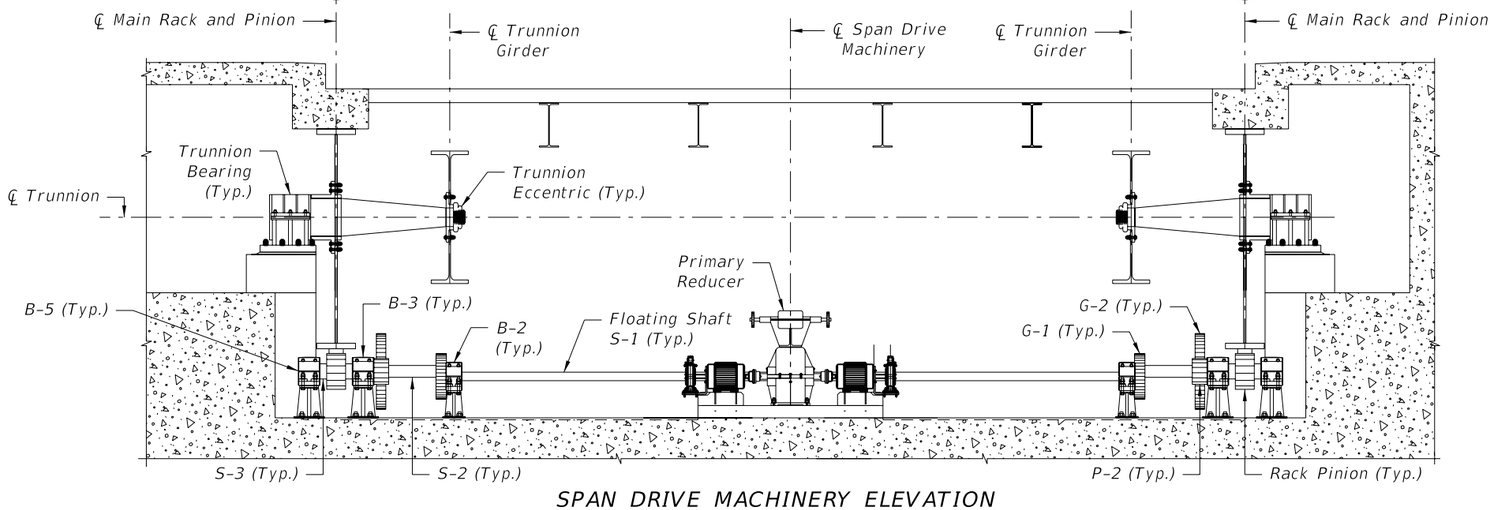
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SPAN DRIVE MACHINERY PLAN

West Leaf Shown, East Leaf Similar



SPAN DRIVE MACHINERY ELEVATION

(Span Motor and Brakes not shown for Clarity)
West Leaf Shown, East Leaf Similar

LEGEND	
G	Gear
P	Pinion
B	Bearing
C	Coupling
S	Shaft
RP	Rack Pinion

EXISTING SPAN DRIVE MACHINERY REPAIR NOTES:

1. Clean and paint all machinery assemblies including all rack bolts, all shafts, all machinery supports and connecting bolts, and all bearing assemblies. Refer to FDOT Specification Section 561 for cleaning and painting procedures.
2. Replace sheared cap stud on Southwest Bearing B-1 with turned stud.
3. Replace all bearing assembly deteriorated cap, mounting, and anchor bolt nuts (See Dwg. No. BM-4 for Nut Quantity Table).
4. Replace East Leaf 7/8" Dia. rack bolt nuts exhibiting section loss (North Rack Qty.:14 bolt nuts) (South Rack Qty.: 15 bolt nuts)
5. Clean and regrease all open gear sets (Refer to Technical Special Provisions Section T468).

PRIMARY REDUCER REPAIR WORK:

1. Drain existing oil from East Leaf Reducer. Clean gears and fill with new oil. Refer to Technical Special Provisions Section T468 for oil specifications.
2. Furnish and install new seals for the West Leaf reducer input shafts and for the East Leaf reducer output shafts.
3. Furnish and install new seals for the East Leaf manual drive reducer input shaft.
4. Furnish and install new drain seals for West and East Leaf reducers.
5. Clean and paint all reducer boxes. Refer to FDOT Specification Section 561 for cleaning and painting procedures.

Bridge No. 875101

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DESIGNED BY:	AAA 5-14
CHECKED BY:	MJS 5-14

TOWN OF BAY HARBOR ISLANDS

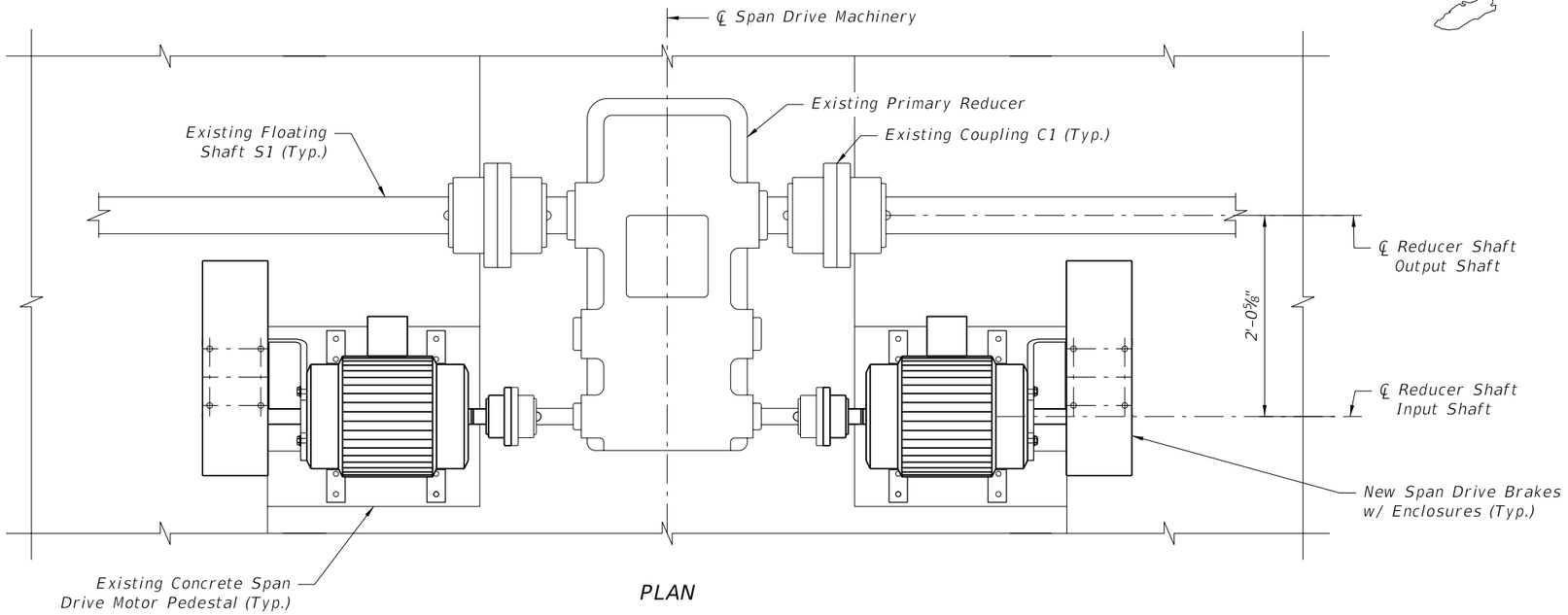
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SPAN DRIVE MACHINERY REPAIRS

REF. DWG. NO. BM-2

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-81

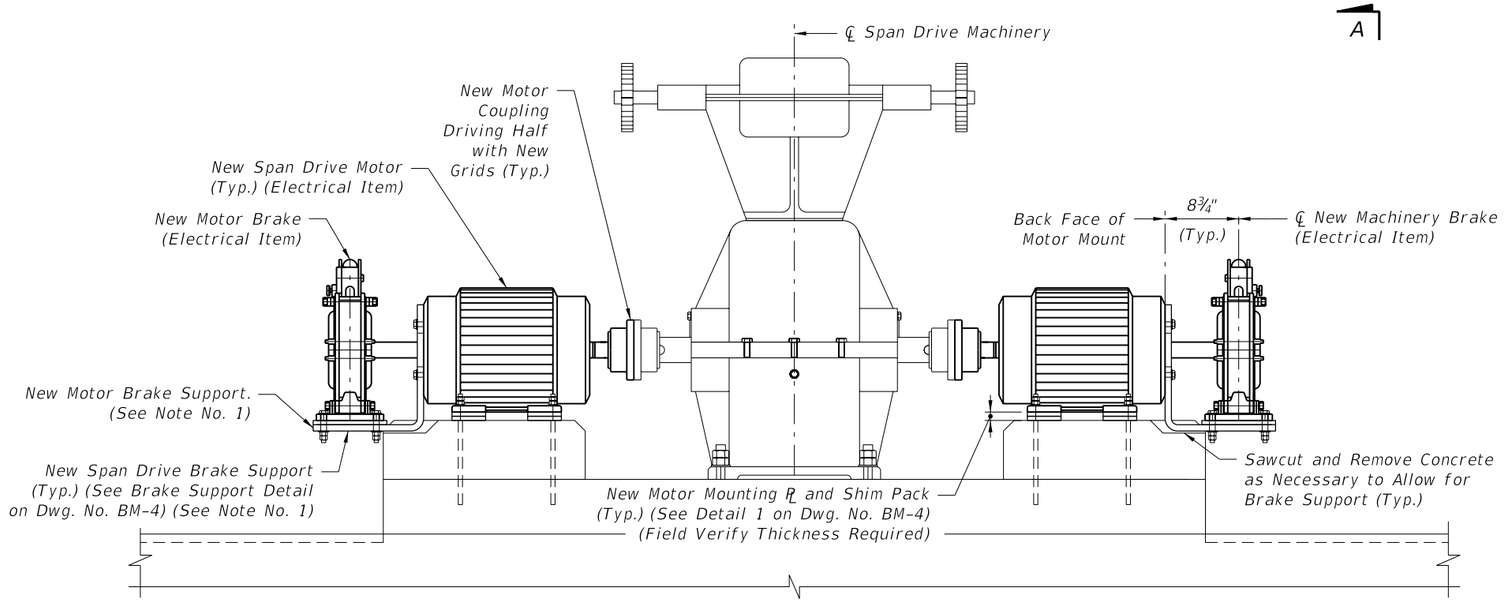


PLAN

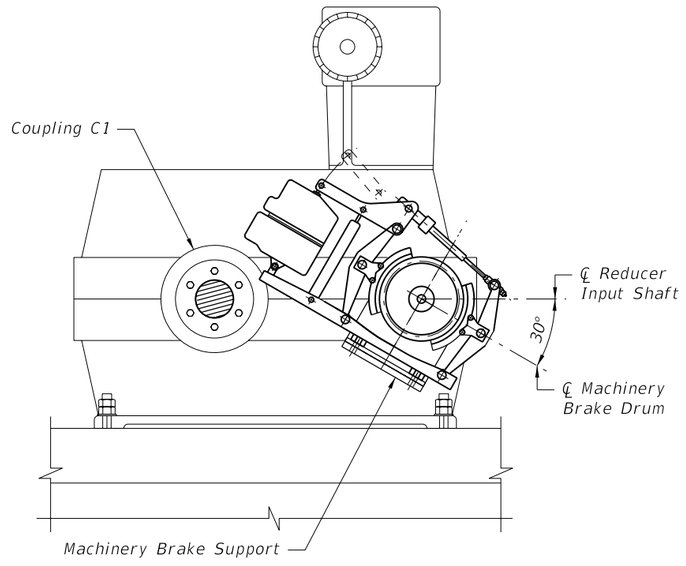
NOTES:

1. Flange mount new span drive brake supports to back face of new span drive motor.

FLEXIBLE MOTOR COUPLING HALF			
Minimum. Torque Rating in–lb	Qnt'y	Driving Half	
		Key in x in	Nominal Bore, in
2100	4	½" x ½"	1⅞"



ELEVATION
SPAN DRIVE MACHINERY REPAIR
West Leaf Shown Facing West, East Leaf Similar Facing East



VIEW A-A
Similar for Motor Brake

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Amaka Amalu-Anderson, P.E. #75527
Cerfificate of Authorization #29741

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

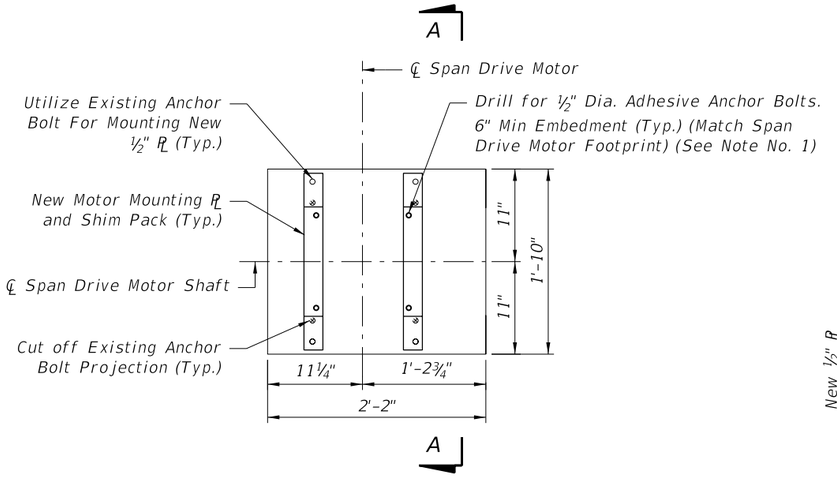
SHEET TITLE: SPAN DRIVE MACHINERY REPAIR DETAILS (1 OF 2)

REF. DWG. NO.: BM-3

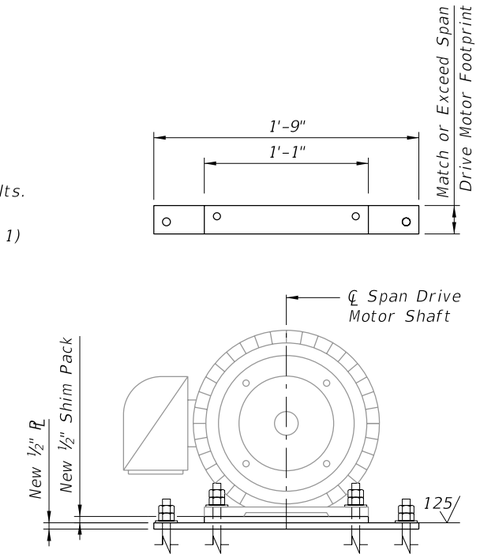
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-82

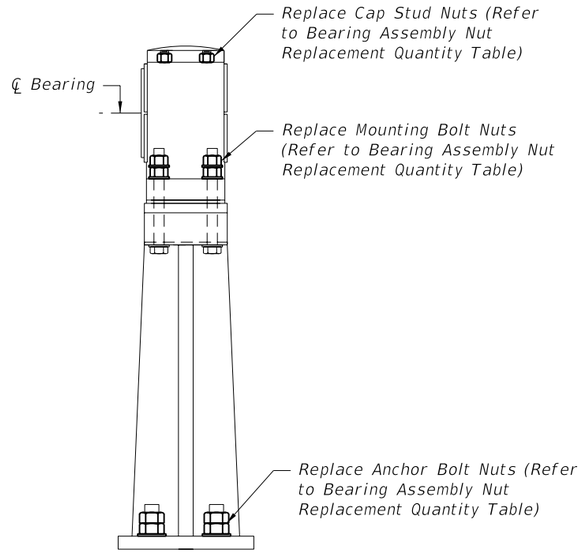
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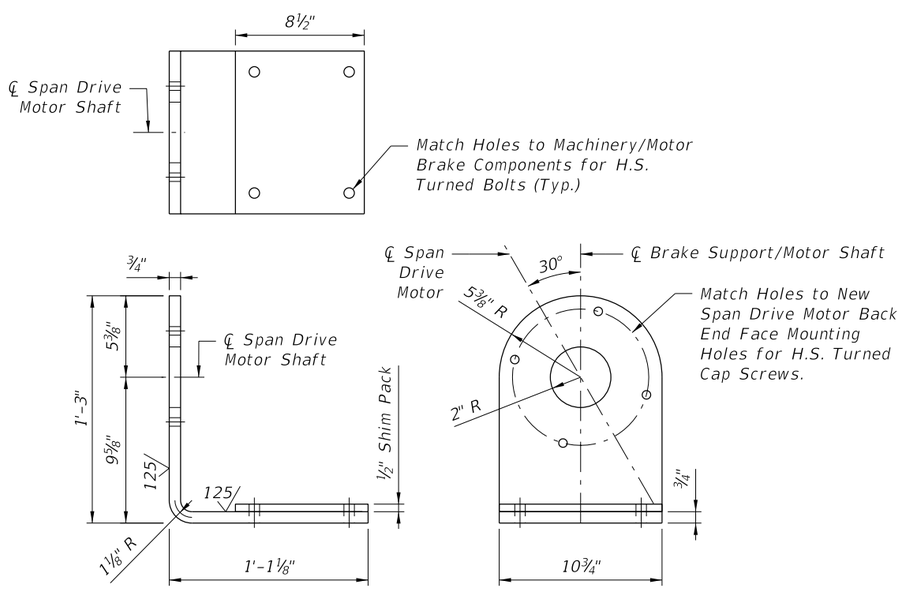
EXISTING CONCRETE SPAN DRIVE MOTOR PEDESTAL ANCHOR BOLT PLAN



VIEW A-A



TYPICAL BEARING ELEVATION



SPAN DRIVE BRAKE SUPPORTS

Material: ASTM A709 Gr. 50

BEARING ASSEMBLY NUT REPLACEMENT QUANTITY

Bearing Location	Cap Stud Nut		Mounting Bolt Nut		Anchor Bolt Nut**	
	Stud Dia.	Total Qnty	Stud Dia.	Total Qnty	Stud Dia.	Total Qnty
B-1	¾"	16	1"	32	1"	48
B-2	1"	16	1"	32		
B-3	1"	16	1"	32	1¼"	48
B-4	1¼"	16	1¼"	32		
B-5	1¼"	16	1¼"	32	1¼"	32

* Nuts shall conform to ASTM A563 Heavy Hex Nut.
** Bearings B-1 and B-2 are on common supports. Bearings B-3 and B-4 are on common supports.

NOTES:
1. Field verify machinery platform concrete thickness before setting new anchor bolt embedment depth.

MOTOR AND MACHINERY BRAKE RATINGS AND SETTINGS

Brake Designation	Qnt'y	Brake Wheel Diameter	AISE-NEMA Torque Rating (Ft.-Lbs)	Torque Setting (Ft.- Lbs)	Time Delay (Seconds)
Motor Brake	2	10"	200	150	1
Machinery Brake	2	10"	200	165	3

Bridge No. 875101

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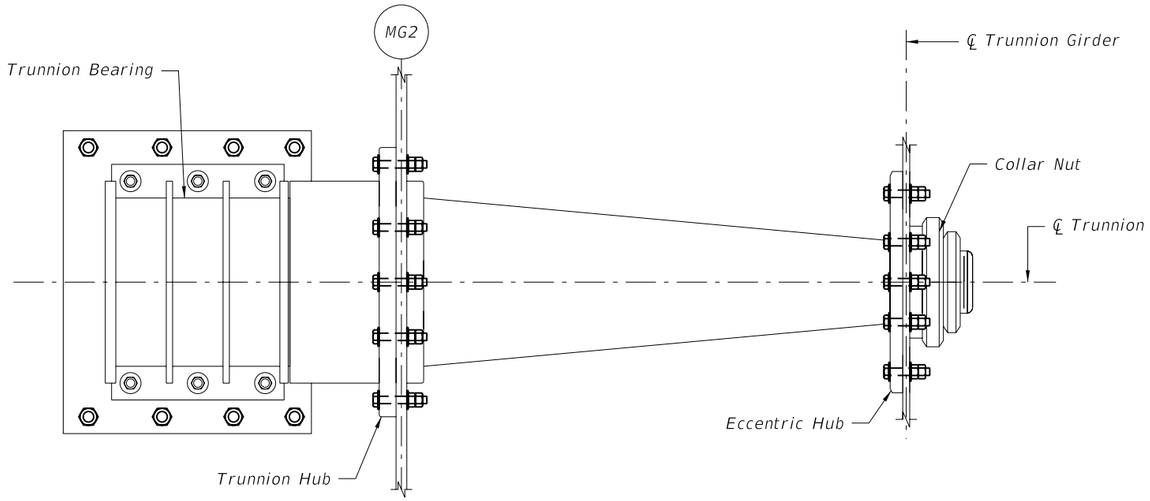
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TOWN OF BAY HARBOR ISLANDS

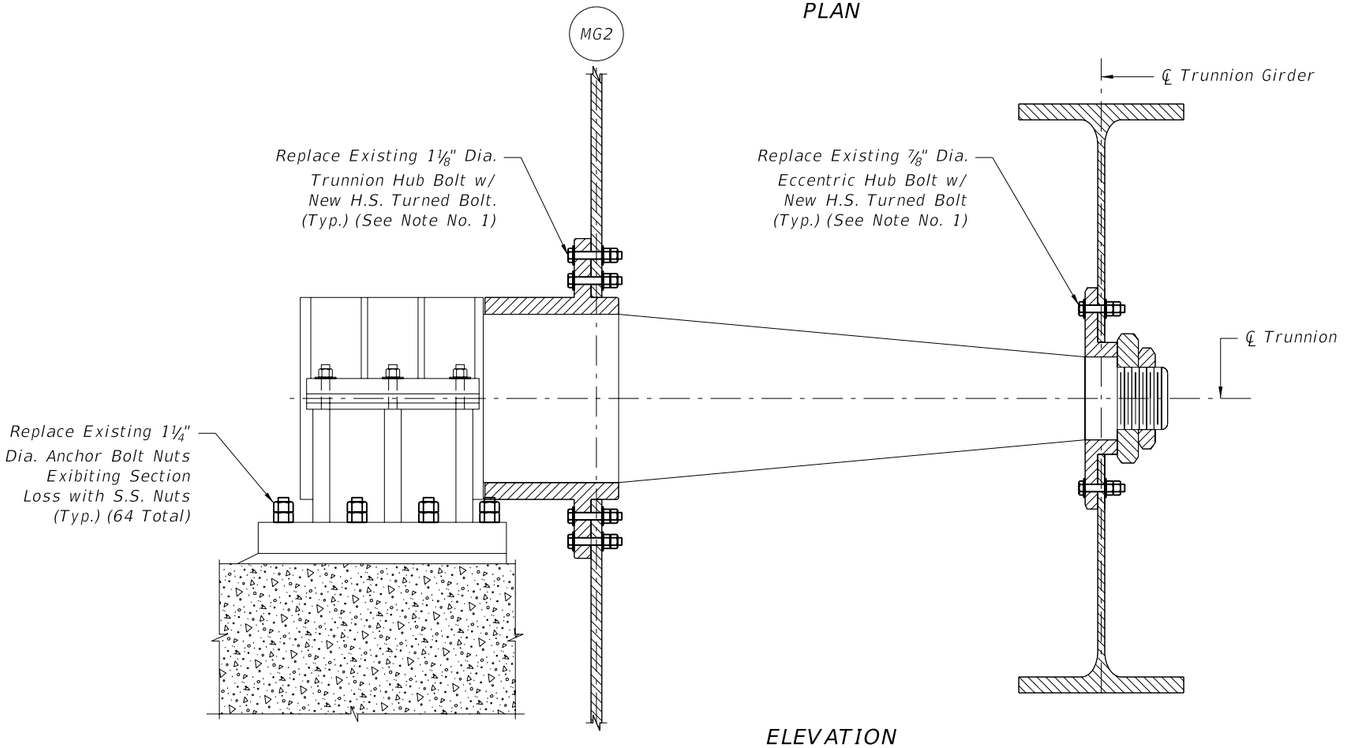
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SPAN DRIVE MACHINERY REPAIR DETAILS (2 OF 2)
REF. DWG. NO. BM-4
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY
SHEET NO. B1-83

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PLAN



ELEVATION

EXISTING TRUNNION ASSEMBLY

(4 Assemblies)

EXISTING TRUNNION ASSEMBLY REPAIR NOTES:

1. Drill (if necessary) and ream for new H.S. turned bolt shank, 1/16" dia. larger than existing bolt hole.
2. Field verify all existing trunnion and eccentric hub bolt hole diameters before finalizing the new larger turned bolt shank diameters. Only remove one bolt at a time for measuring.
3. Clean and paint all trunnion assemblies. Refer to FDOT Specification Section 561 for cleaning and painting procedures.

Bridge No. 875101

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DESIGNED BY: AAA 5-14	
CHECKED BY: MJS 5-14	

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ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

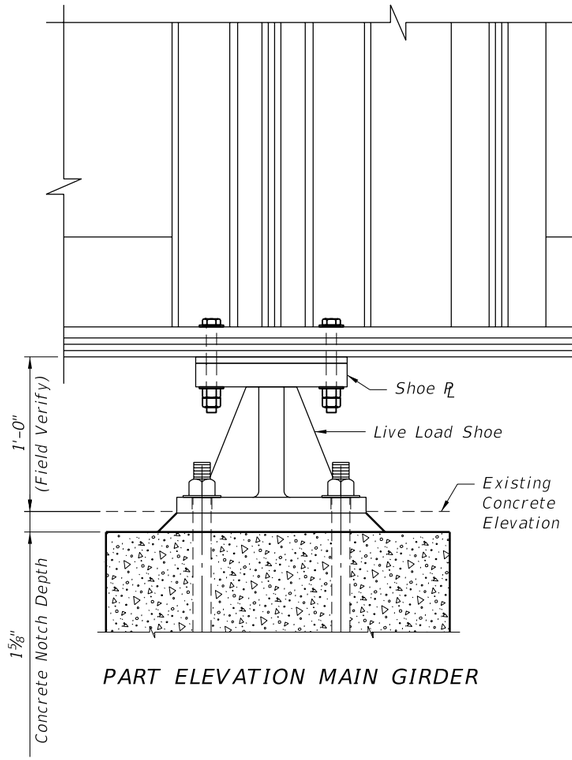
SHEET TITLE: TRUNNION ASSEMBLY REPAIRS

REF. DWG. NO. BM-5

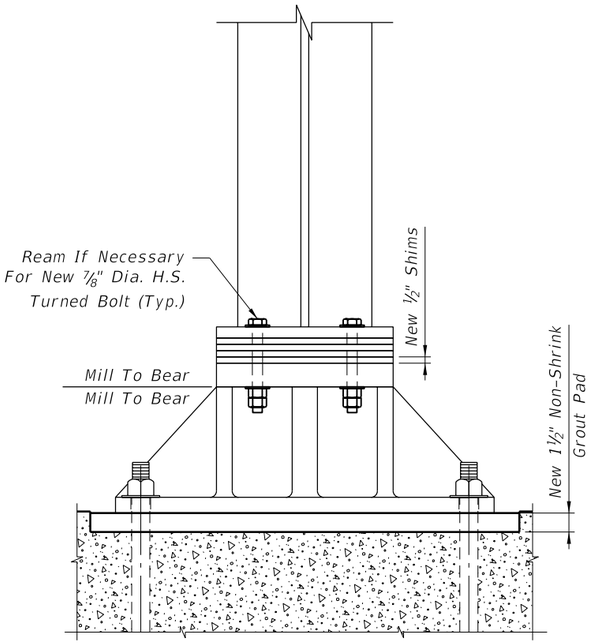
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-84

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PART ELEVATION MAIN GIRDER



SECTION THRU MAIN GIRDER

EXISTING FORWARD LIVE LOAD SHOE ASSEMBLY REPAIR

(4 Locations)

NOTES:

1. Remove concrete under live load shoe to allow for new non-shrink grout pad and shim pack. Refer to Section T468 of the Technical Special Provisions for shim pack variations and grout pad specifications.
2. Clean and coat live load shoe assemblies in accordance with FDOT Specifications Section 561.
3. Refer to Section T468 of the Technical Special Provisions for forward live load shoe alignment procedure and coordination with span lock machinery alignment.
4. Field verify dimensions of existing connecting bolts and shims and report to Engineer.

Bridge No. 875101

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922	MIAMI-DADE	BC142

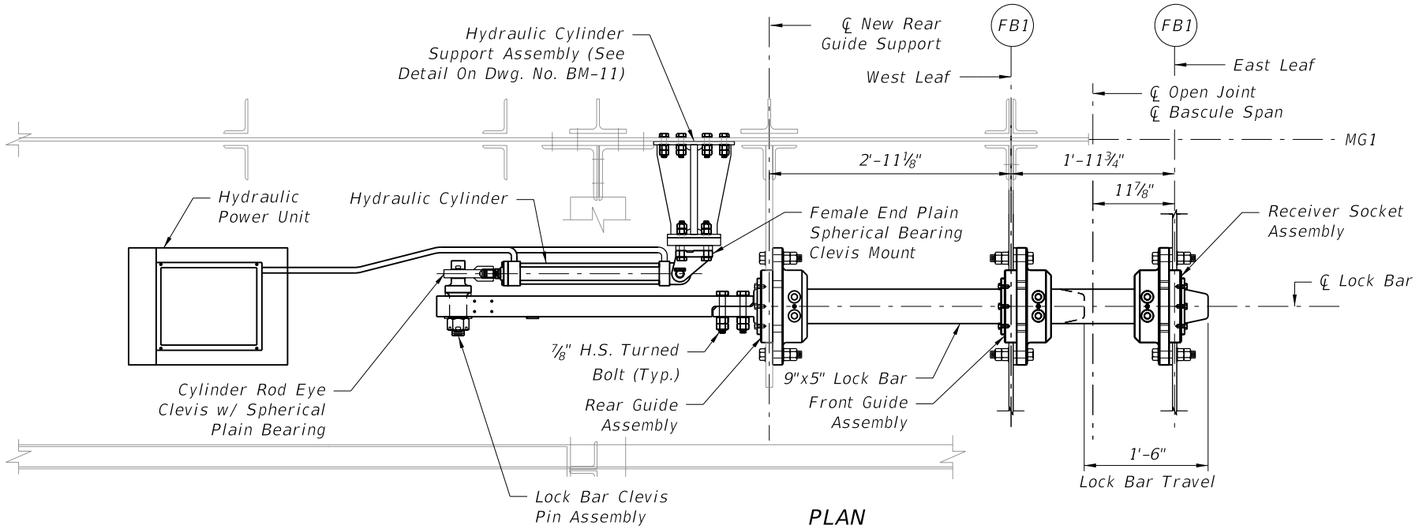
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-85

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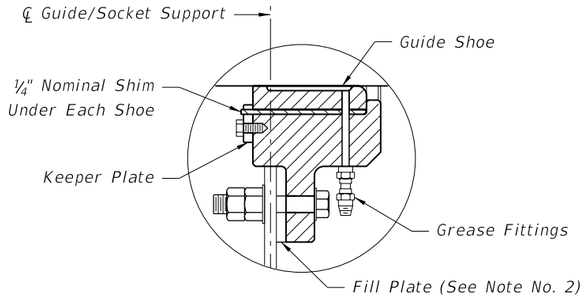


PLAN

(Limit Switches and Debris Shield Not Shown for Clarity)
(Lock Bar Driven)

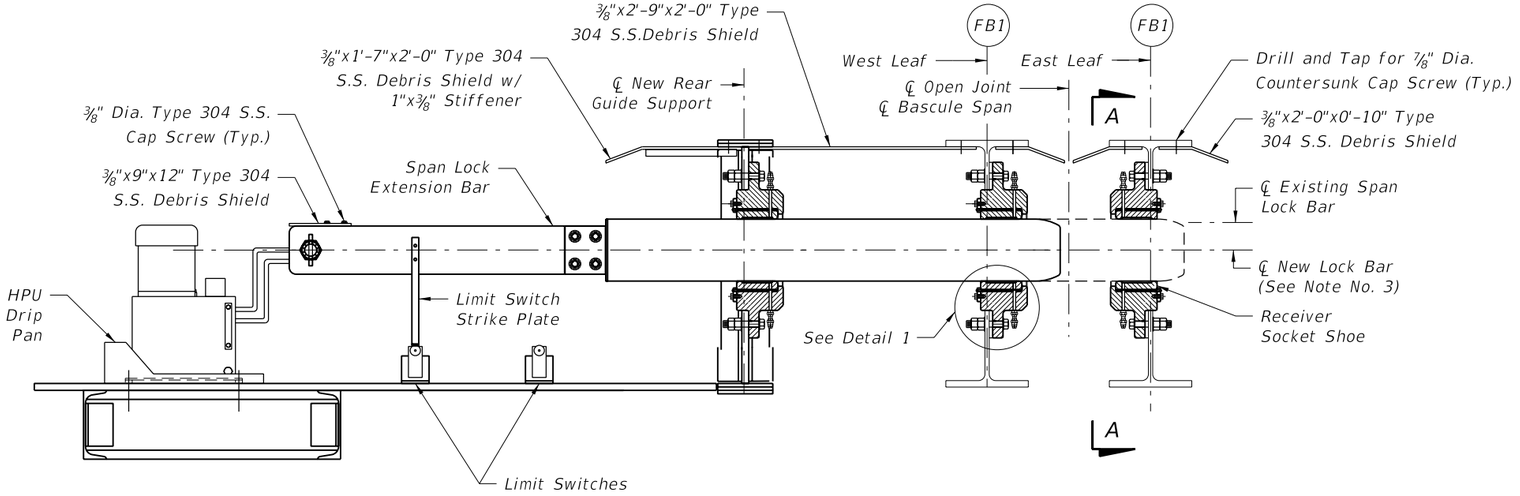
NEW SPAN LOCK MACHINERY NOTES:

1. *Furnish and install new span lock machinery with new hydraulic cylinders and HPUs. Provide new platform to house each individual HPU and new rear lock bar guide support for each span lock machinery. Platform to be paid for under Pay Item No. 460-6-2. Lock bar guide support to be paid for under Pay Item No. 460-1-5.*
2. *Fill plate at front guide and receiver socket only.*
3. *Contractor shall utilize existing bolt hole location to set receiver socket location which shall determine the new lock bar elevation.*
4. *Run lubrication lines up to just under the roadway open grating.*
5. *Refer to Dwg. No. BL-10 for span lock platform design.*



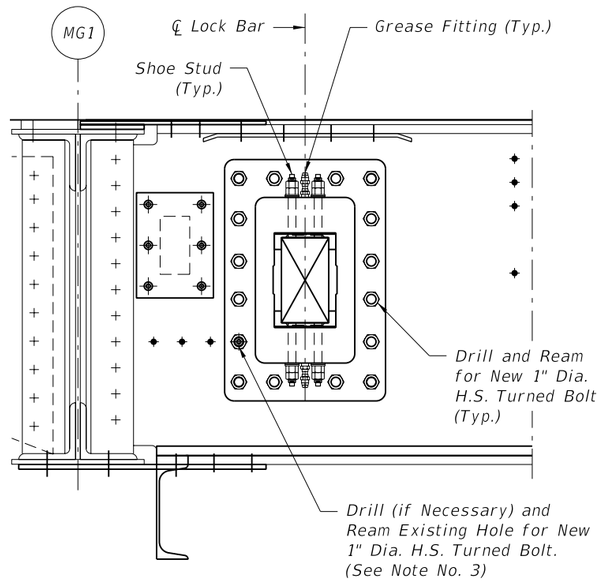
DETAIL 1

Typical For All Guide and Socket Assemblies



ELEVATION

(Lock Bar Retracted)
(2 Assemblies Required)
North Span Lock Hydraulic Machinery Shown Facing North
South Span Lock Hydraulic Machinery Shall
Be Opposite Hand About Centerline of Bridge



VIEW A-A

Bridge No. 875101

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

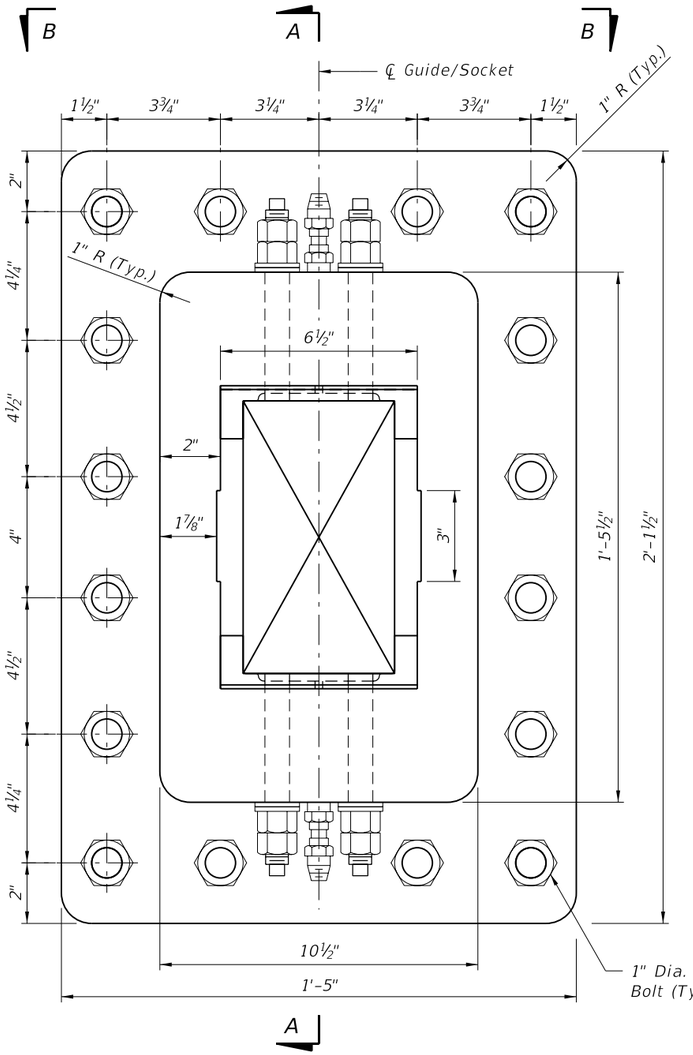
SHEET TITLE: *NEW SPAN LOCK MACHINERY PLAN AND ELEVATION*

REF. DWG. NO.: *BM-7*

PROJECT NAME: *BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY*

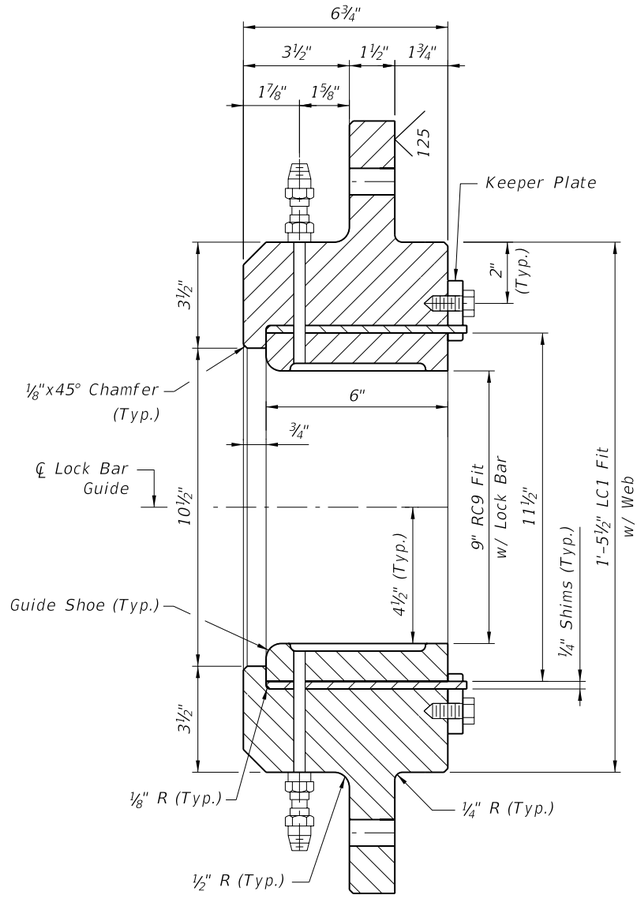
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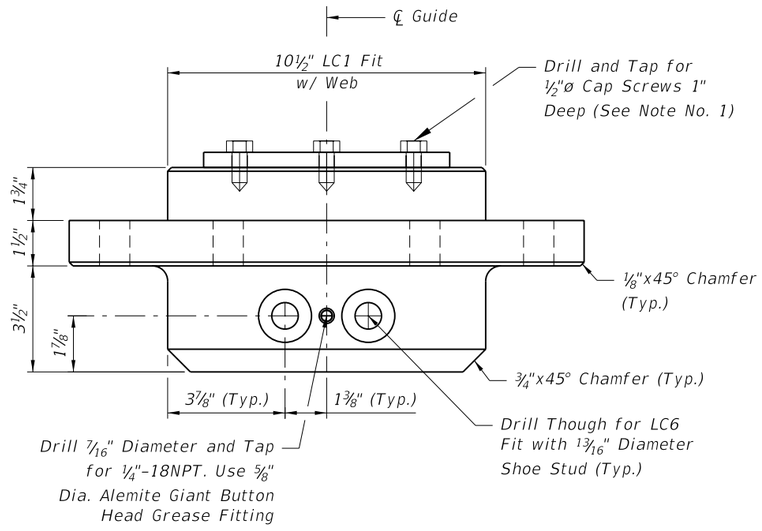


RECEIVER SOCKET

(Front and Rear Guide Similar Except for Shoes)



SECTION A-A



VIEW B-B

NOTES:

1. Utilize Loctite 422 for all tapped connections.

Bridge No. 875101

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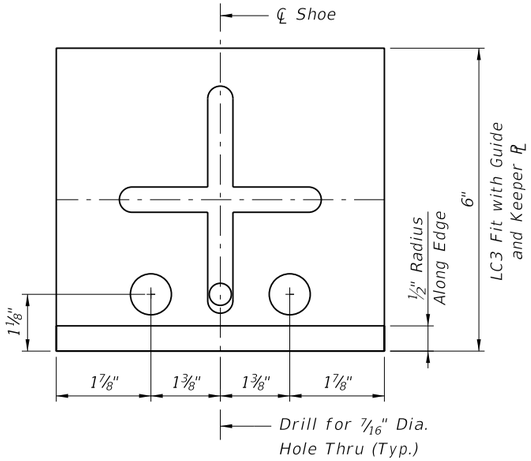
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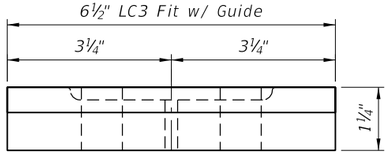
SHEET TITLE: SPAN LOCK DETAIL (1 OF 5)

REF. DWG. NO. BM-8

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

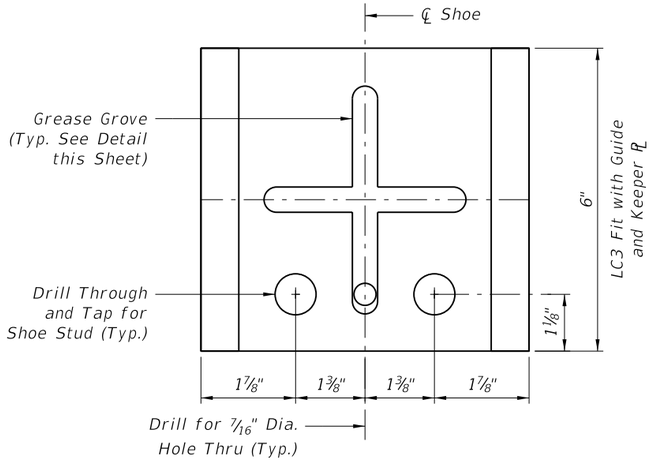
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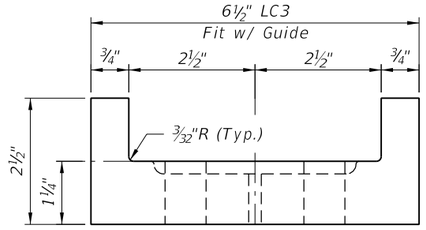




RECEIVING SOCKET SHOE

(See Note 1)



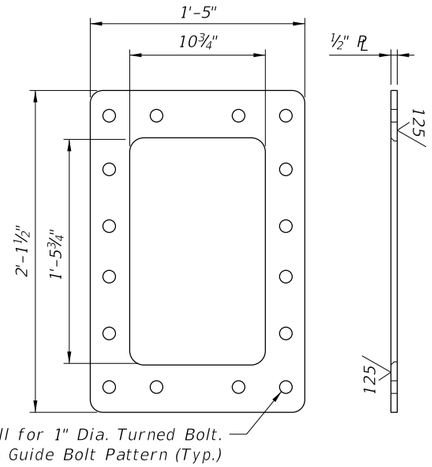


FRONT AND REAR GUIDE SHOE

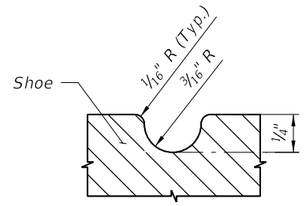
(See Note 1)

NOTES:

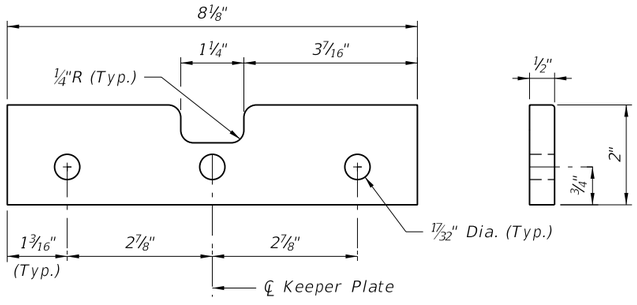
1. All guide shoes are to be 32 micro inch finish all over.
2. Refer to the Technical Special Provisions Section T468 for shim pack variation.



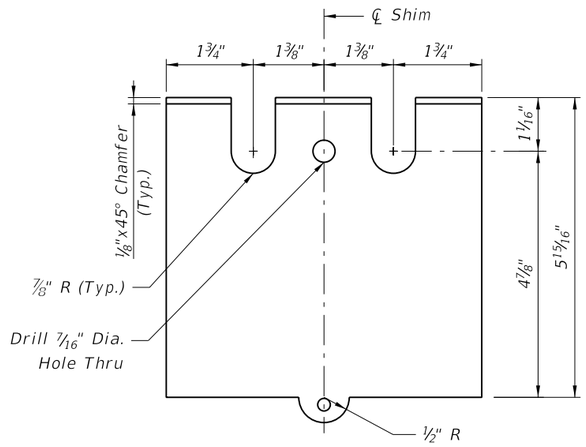
FILL PLATE



GREASE GROOVE DETAIL

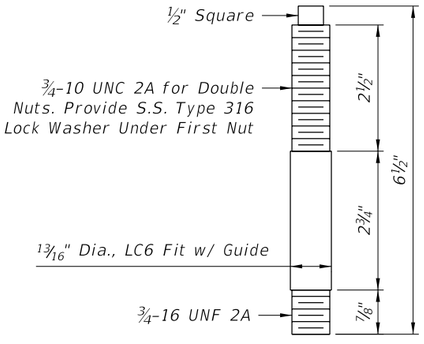


KEEPER PLATE



SHOE SHIM DETAIL

(See Note 2)



SHOE STUD DETAIL

Bridge No. 875101

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Amaka Amalu-Anderson, P.E. #75527
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

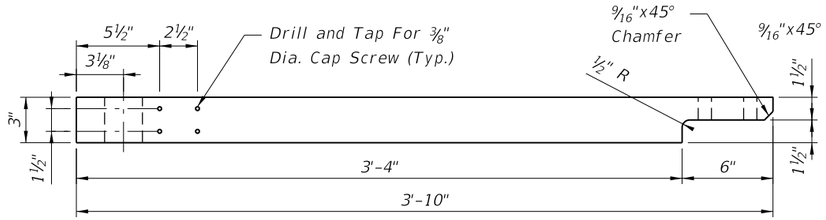
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REF. DWG. NO.: BM-9

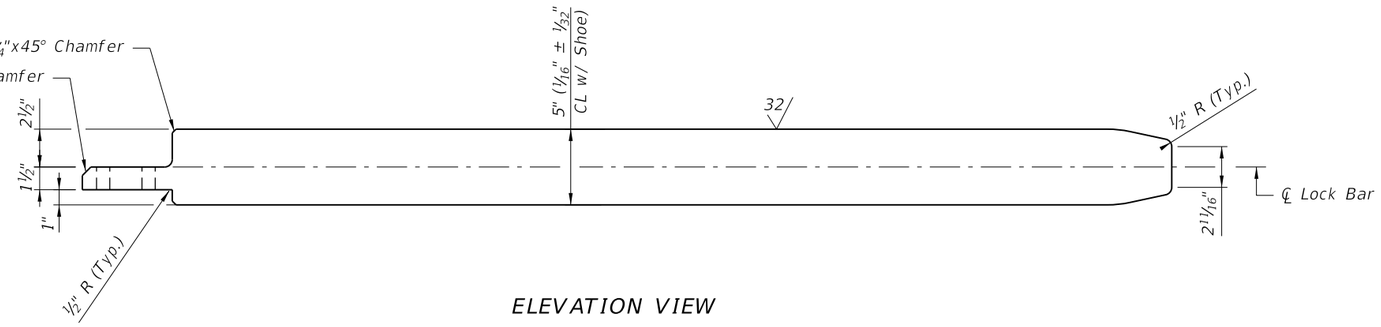
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-88

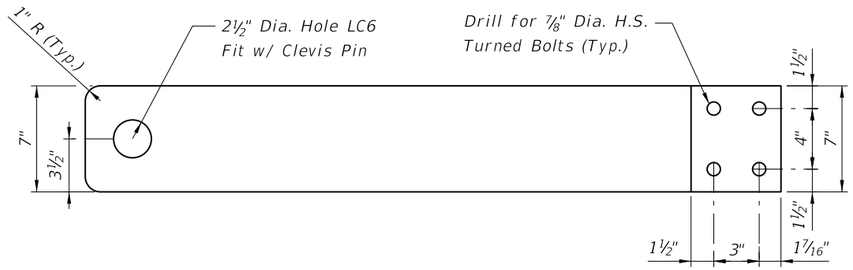
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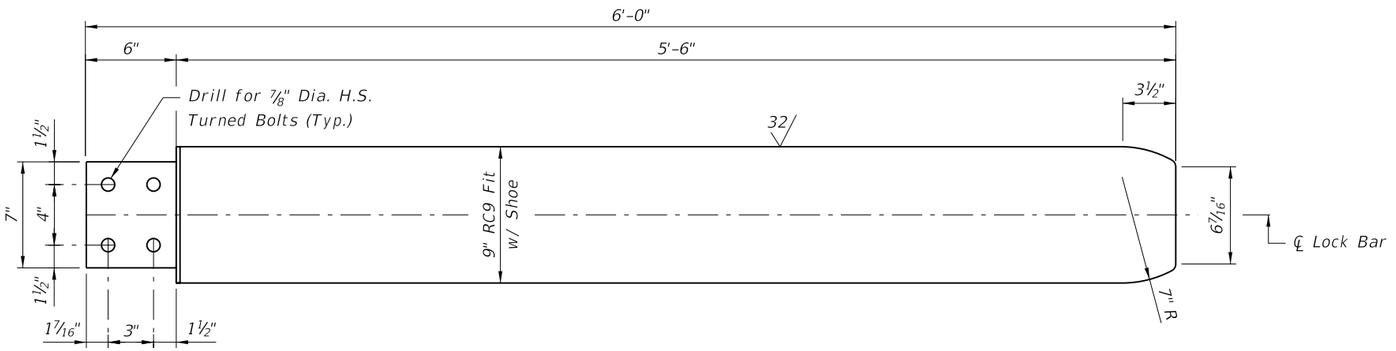
ELEVATION VIEW



ELEVATION VIEW



PLAN VIEW
EXTENSION BAR DETAIL
(2 Required)



PLAN VIEW
LOCK BAR
(2 Required)

Bridge No. 875101

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SUNRISE, FLORIDA 33323
Amaka Amalu-Anderson, P.E. #75527
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CHECKED BY: AAA 5-14	
DESIGNED BY: RA 5-14	
CHECKED BY: AAA 5-14	

TOWN OF BAY HARBOR ISLANDS

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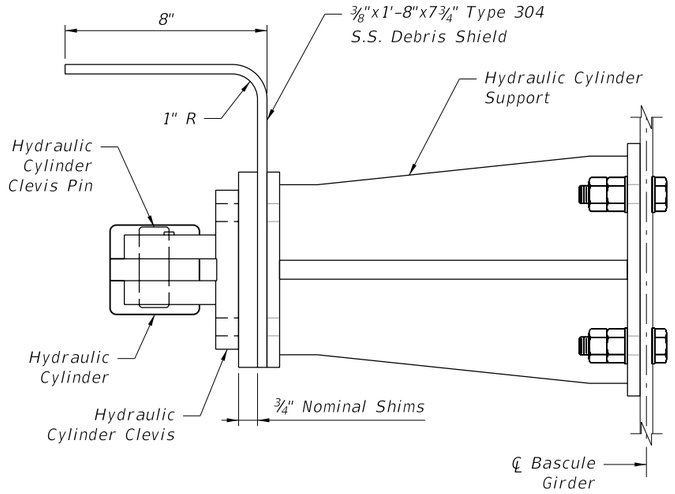
SHEET TITLE: SPAN LOCK DETAIL (3 OF 5)

REF. DWG. NO.: BM-10

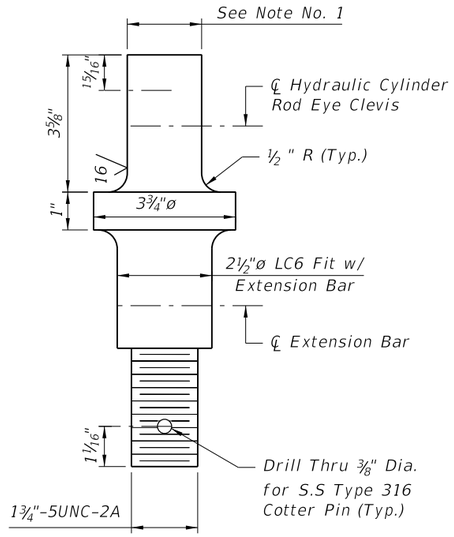
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-89

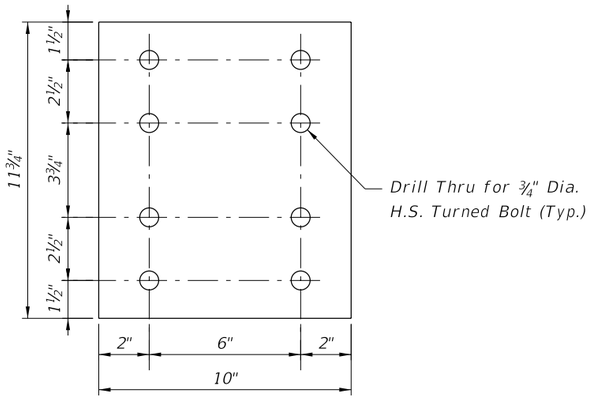
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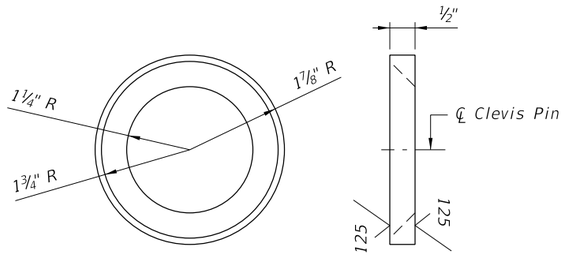
HYDRAULIC CYLINDER SUPPORT ASSEMBLY



LOCK BAR PIN DETAIL



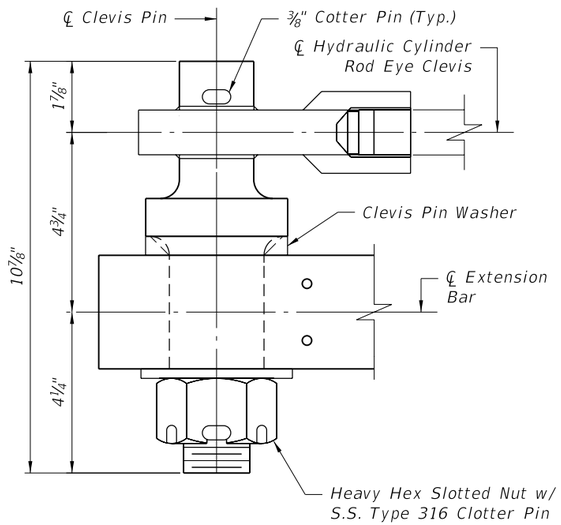
VIEW C-C



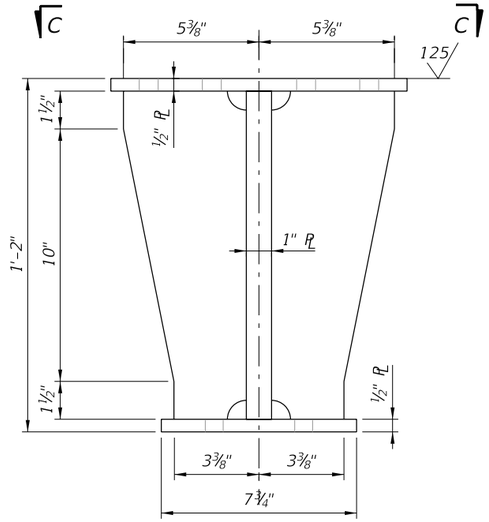
CLEVIS PIN WASHER

NOTES:

1. Cylinder rod eye clevis fit with clevis pin shall be in accordance with manufacturer's recommendation.
2. Hydraulic cylinder supports shall be steel plate weldments fabricated with 5/16" continuous fillet welds. All welds to be sealed and no open joints. Weld in accordance with AWS D1.5., minimum tensile strength of 70ksi required.

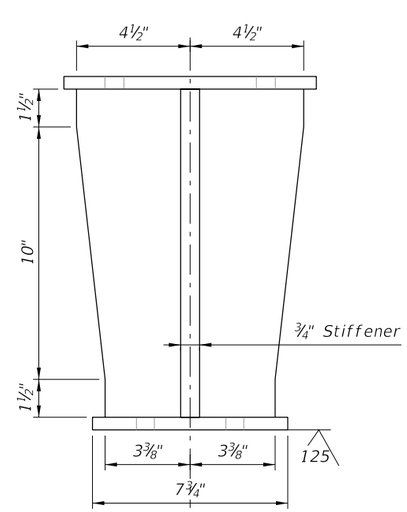


LOCK BAR PIN ASSEMBLY DETAIL



HYDRAULIC CYLINDER SUPPORT

(2 Required)



Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Amaka Amalu-Anderson, P.E. #75527
Certificate of Authorization #29741

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CHECKED BY:	AAA 5-14
DESIGNED BY:	RA 5-14
CHECKED BY:	AAA 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

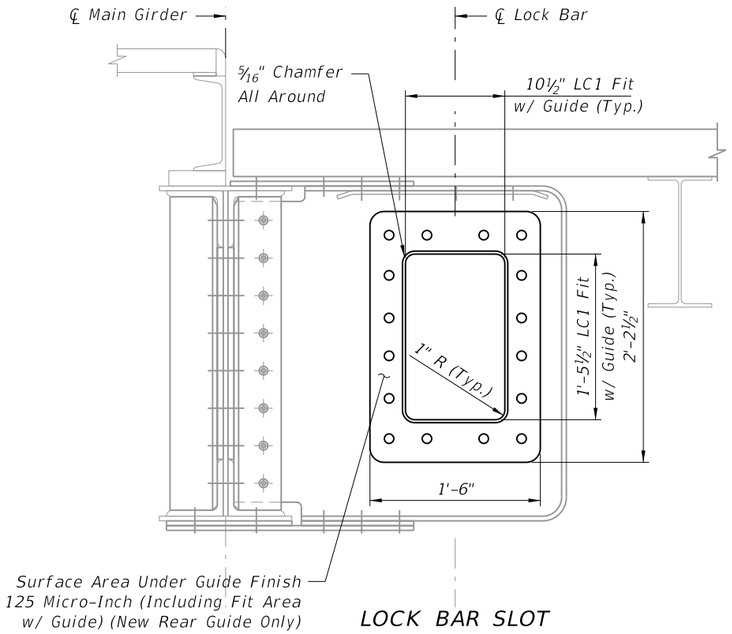
SHEET TITLE: SPAN LOCK DETAIL (4 OF 5)

REF. DWG. NO. BM-11

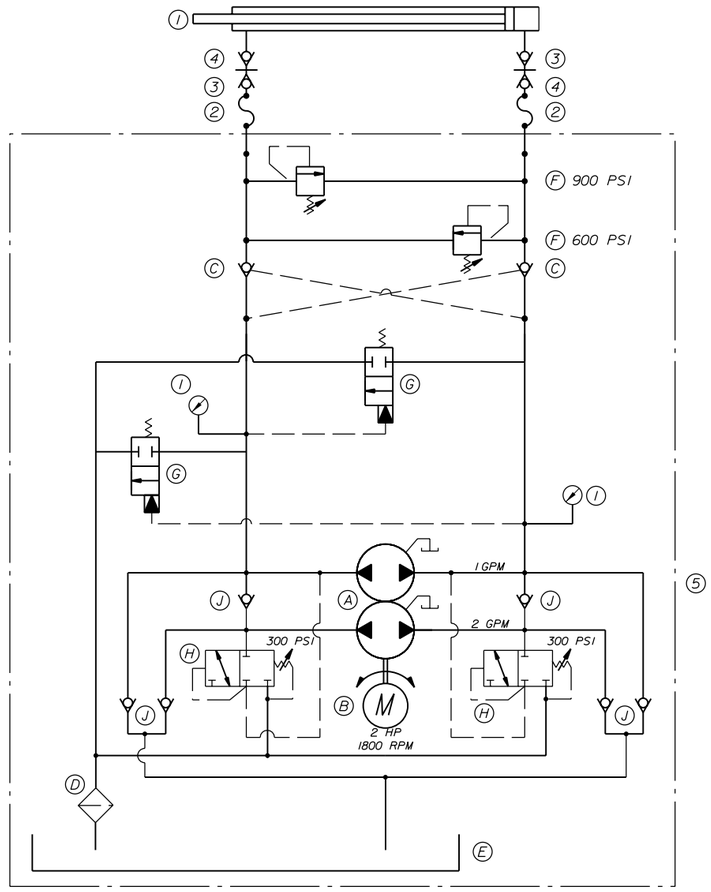
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-90

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LOCK BAR SLOT



SPAN LOCK HYDRAULIC SCHEMATIC

⑥ Emergency Hand Pump Not Shown

NOTES:

1. Refer to Dwg. No. BM-7 for Lock Bar Guide Location

SPAN LOCK MATERIAL LIST			
PART	QUANTITY	MATERIAL	DESIGNATION
Lock Bar	2	Alloy Steel Forging	ASTM A668 Class M
Extension Bar	2	Structural Steel	ASTM A709 Gr. 50
Lock Bar Pin	2	Alloy Steel Forging	AISI 4340
Fill Plate	4	Structural Steel	ASTM A709 Gr. 50
Lock Bar Receiver Socket	2	Alloy Steel Forgings	ASTM A668 Class G
Receiver Socket Shoes	4	Bronze Casting	ASTM B22 UNS No. C86300
Front & Rear Guides	4	Alloy Steel Forgings	ASTM A668 Class G
Front & Rear Guide Shoes	8	Bronze Casting	ASTM B22 UNS No. C86300
Shoe Studs	24	Alloy Steel	ASTM A193 Gr. B7
Keeper Plates	12	Structural Steel	ASTM A709 Gr. 50
Supports	2	Structural Steel	ASTM A709 Gr. 50

HYDRAULIC PARTS LIST		
ITEM	DESCRIPTION	QUANTITY
1	Cylinder - 2½" Bore x 1⅜" Rod, 18" Stroke + 2" Stop Tube	2
2	Hose w/ S.S. Fittings	4
3	Quick Connect Nipple S.S.	6
4	Quick Connect Coupler S.S.	4
5	Hydraulic Power Unit	2
6	Emergency Hand Pump w/ Storage Box Lock Relief Valve Setting at 2000 psi	1
7	Cylinder Rod Eye Clevis w/ Plain Spherical Bearing	2
8	Cylinder Female Clevis Mount w/ Plain Spherical Bearing	2

CUSTOM HYDRAULIC POWER UNIT BREAKDOWN	
ITEM	DESCRIPTION
A	Bi-Direction Gear Pump, Two Stage
B	2 HP Motor (3 Phase. 480 v, 60Hz, 1800rpm)
C	Pilot Operated Check Valve
D	Return Line Filter with Clog Indication
E	1 Gallon Reservoir with Breather and Level Gage
F	Direct Acting Relief Valve
G	Pilot Operated 2 Way Directional Valve
H	Pilot Operated 2 Way, 3 Port Directional Valve
I	Pressure Gauge
J	Check Valve

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

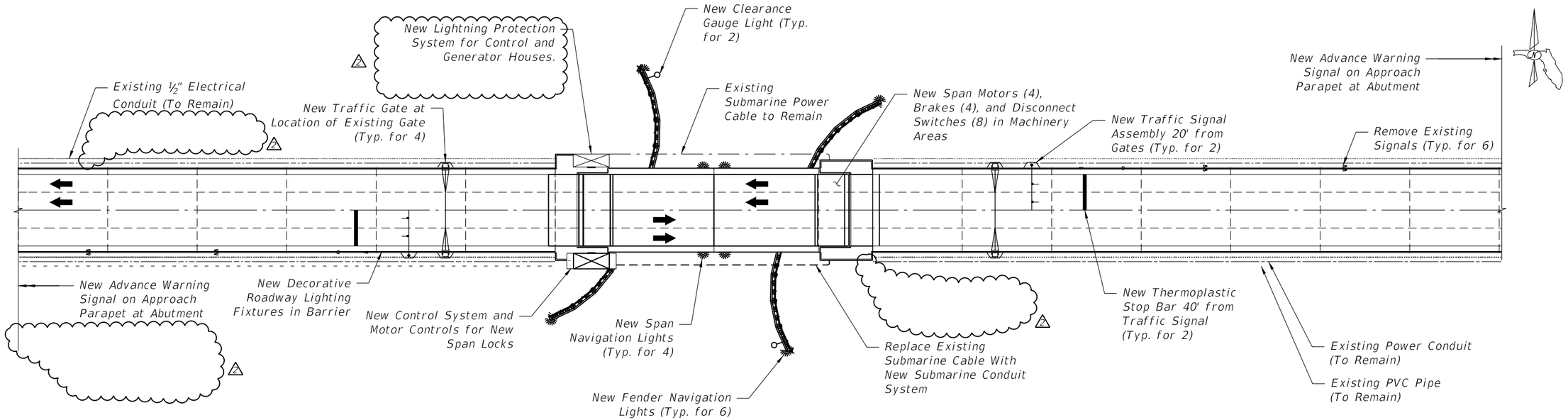
SHEET TITLE: SPAN LOCK DETAIL (5 OF 5)

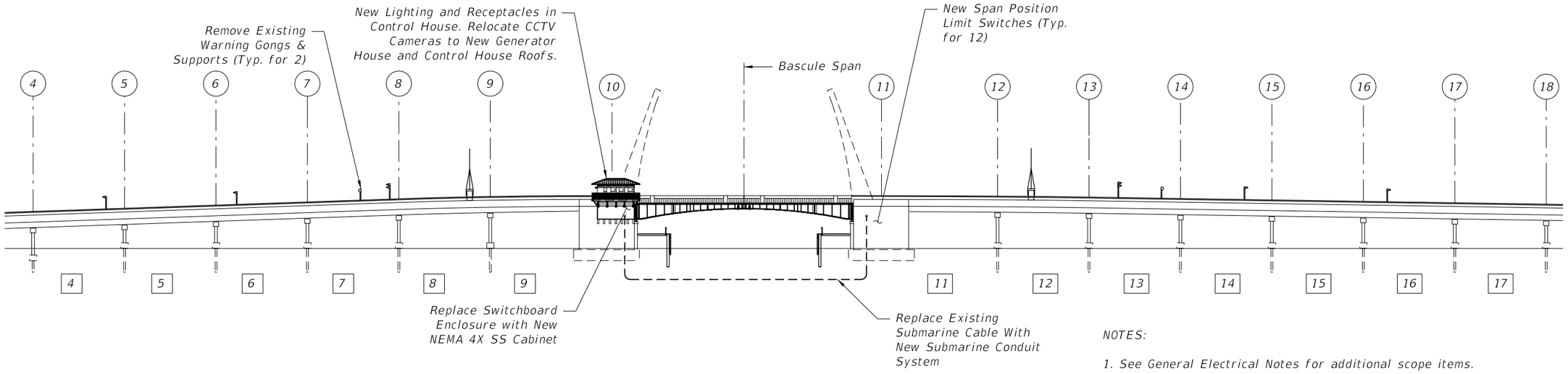
REF. DWG. NO.: BM-12

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-91

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NOTES:

1. See General Electrical Notes for additional scope items.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	APB	2 Revise, Delete Callouts			

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: GENERAL ELECTRICAL PLAN

REF. DWG. NO.: BE-1

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-92

ABBREVIATIONS

Components are generally named according to the FDOT standards described in the Structures Design Guidelines where applicable. Component names consist of several sections divided by hyphens. For example: LS-0AB-MR refers to Limit Switch - mOtor A Brake - Manually Released. Additional contacts on the same device are shown in parentheses: (Aux).

DEVICE
AI - PLC 4-20mA Analog Input
ALT - Alternating Relay
ATS - Automatic Transfer Switch
BP - Bypass Switch
CB - Circuit Breaker
CS - Control Switch
CT - Current Transformer
DS - Disconnect Switch
EStop - Mushroom Head Pushbutton
I - PLC Digital Input
IL - Indicator Light
LP - Lighting Panel
LS - Limit Switch
M - Contactor, Starter, or Industrial Relay
MCC - Motor Control Center
MCP - Motor Circuit Protector
OL - Motor Overload Protector
PB - Pushbutton
PC - Photocell
PFR - Phase Failure Relay
PLC - Programmable Logic Controller
R - (Drive) Resistor
SC - Submarine Conduit
SS - Surge Suppressor
TVSS - Transient Voltage Surge Suppressor
TR - Timing Relay
TS - Traffic Signal, Temperature Switch
UPS - Uninterruptible Power Supply
UVR - Under-Voltage Relay
X - Transformer

LOCATION
CP1 - Control Panel/Cabinet
CP2 - Control Desk/Console
F - Far
FOC - Far On-Coming
FOG - Far Off-Going
N - Near
NOC - Near On-Coming
NOG - Near Off-Going
S - Span

COMPONENT
B - Brakes
DA - Drive A
DB - Drive B
FL - Floodlight
MB1 - Motor Brake 1
MB2 - Motor Brake 2
SL - (All) Span Locks
SMA - Span Motor A
SMB - Span Motor B
TG - Traffic Gate
TS - Traffic Signal

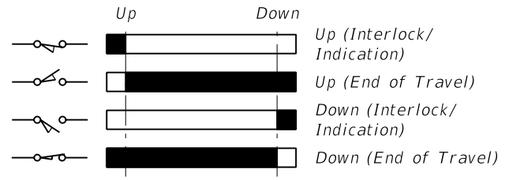
MODIFIER/INDICATION/COMMAND
(1) - Device Contact 1
(2) - Device Contact 2
(3) - Device Contact 3
(Aux) - Auxiliary Contact
BD - Back Door (Open)
CP - Close Permissive
D - Down/Driven (End of Travel)
DI - Down/Driven (Indication/Interlock)
DP - Drive Permissive
F - (Drive) Fault
FC - Fully Closed
FD - Front Door (Open)
FO - Fully Open (Leaf End of Travel)
FS - Fully Seated (Leaf Indication)
GP - Green Permissive
LP - Lower Permissive
MOI - Manual Operation Interlock
MR - (Brake) Manually Released
NCA - Nearly Closed (Switch A)
NCB - Nearly Closed (Switch B)
NO - Nearly Open
OI - Open (Indication/Interlock)
OK - (Drive) OK
OP - Open Permissive
OT - Open Over-Travel
P - Permissive, Pulled (End of Travel)
PI - Pulled (Indication/Interlock)
PP - Pull Permissive
R - Red, (Brake) Released
RP - Raise Permissive
Rst - Reset
Run - (Drive) Running
S - (Brake) Set
Sel - Select
Stp - Stop
T - (Drive Outputting) Torque
U - Up (End of Travel)
UI - Up (Indication/Interlock)
Y - Yellow

MISCELLANEOUS ABBREVIATIONS
A - Amperes
C - Degrees Celsius
CCTV - Closed Circuit Television
CFL - Compact Fluorescent
Ckt - Circuit
Ctrl - Control (Power)
D/O/P - Drive/Off/Pull
GFCI - Ground Fault Circuit Interrupter
Gnd - Ground
H/O/A - Hand/Off/Auto
HP - Horsepower
kAIC - kilo-Ampere Interrupting Capacity
kcmil - kilo-Circular Mil
kVA - kilo-Volt-Amperes
kW - kilo-Watts
mA - milli-Amps
mm - milli-Meters
N - Neutral
Nav - Navigation Lights
O/O/C - Open/Off/Close
PA - Public Address/Power Amplifier
Pwr - (Control) Power
PTT - Push-to-Test
Rdwy - Roadway
R/O/L - Raise/Off/Lower
Sch - Conduit Schedule
Typ - Typical
V - Volts
W - Watts

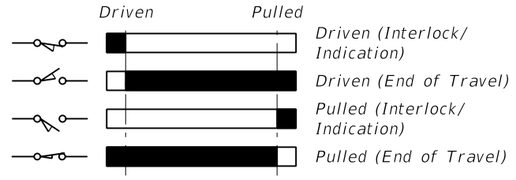
TERMINALS
Terminal in CP-1 (Control Cabinet)
Terminal in CP-2 (Control Console)
Terminal in MCC
Terminal in Drives
Surge Suppressor
Terminal in Gate
Terminal in Span Lock
Terminal at Span Machinery
Submarine Cable/Conduit
Festoon, Flex, Or Droop Cable

DEVICES
Control Relay
Contactor/Starter
Motor Forward Contactor
Motor Reverse Contactor
Photocell/Photo-Electric Relay
Timing Relay
Red Indicator Light
Yellow Indicator Light
Green Indicator Light
White Indicator Light
Red Push-to-Test Indicator Light
Red Indicator Light with Test Circuit
Heater Element
Fuse
X No. of Poles / Trip Rating / Frame Size — XP/20/100
Circuit Breaker (CB)
X No. of Poles / Current Rating / Frame Size — XP/20/100
Motor Circuit Protector (MCP)
N — Disconnect Switch
Digital PLC Input (120V)
Digital PLC Output (120V)
Analog PLC Input (4 - 20mA)
Analog PLC Output (4 - 20mA)

Normally Open Held Closed Limit Switch
Normally Open Limit Switch
Normally Closed Limit Switch
Normally Closed Held Open Limit Switch
Normally Open Relay Contact
Normally Closed Relay Contact
Normally Open Pushbutton
Normally Closed Pushbutton
Mushroom Head E-Stop Pushbutton
Multi-Contact Control Switch
Temp. Switch (Closes on Rising Temp.)
Temp. Switch (Opens on Rising Temp.)
Float Switch (Closes on Rising Level)
Float Switch (Opens on Rising Level)
Pressure Switch (Closes on Rising Level)
Pressure Switch (Opens on Rising Level)
Speed Switch (Closes on Rising Speed)
Speed Switch (Opens on Rising Speed)
Timing Relay Contact
Submarine Conduit — SC
Flexible Cable — FC



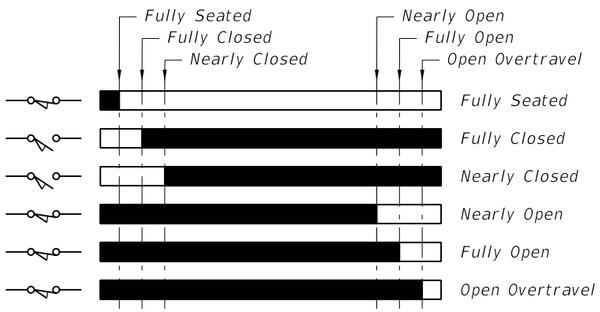
Typical Traffic Gate Limit Switch Development



Typical Span Lock Limit Switch Development



Typical Brake Limit Switch Development



Typical Span Position Limit Switch Development

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: ELECTRICAL SYMBOLS AND ABBREVIATIONS

REF. DWG. NO.: BE-2

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-93

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GENERAL ELECTRICAL NOTES AND SCOPE OF ELECTRICAL WORK

Furnish and install new, complete, and functional electrical system components in accordance with the Contract Documents and as described below.

2

EMERGENCY GENERATOR
Remove wire nut splices and make connections on terminals in the Automatic Transfer Switch (ATS). Furnish and install new terminals as needed. Clean and paint areas of surface corrosion on the generator battery charger enclosure. Clean and paint areas of corrosion on the generator assembly support channels.

SWITCHBOARD (MCC)
Relocate motor starters and associated controls to new NEMA 4X SS cabinets. Furnish and install new starters for the new span lock HPUs. Furnish and install new circuit breaker for the incinerator toilet. Furnish and install new through-door circuit breaker operator. Remove existing switchboard cabinets and patch and level floor where existing conduit, submarine cable, bolts, etc. are removed or abandoned.

LIGHTNING PROTECTION
Furnish and install an NFPA 780 compliant lightning protection system for the Control House and Generator House. Bond metal platforms and railings to the lightning protection system. Furnish and install additional lightning protection as shown in the Plans.

CONTROLS
Modify the control system and existing PLC program to accommodate new span lock HPU pump motors, span lock starters, and traffic signals as needed. Modify the existing PLC program to deenergize the brake thrusters when the leaves stop at the fully open position or in a normal stop condition.

Furnish and install heavy-duty lever-arm limit switches with a minimum of two contacts configurable for end-of-travel (EOT) and indication functionality. Limit switches include: span lock driven (2), span lock pulled (2), leaf fully seated (2), leaf fully closed (2), leaf nearly closed (2), leaf nearly open (2), leaf fully open (2), and leaf open over travel (2). Furnish and install limit switch supports and targets as needed. Furnish and install a heavy duty door switch on the generator room door and interface with the control system as shown in the control schematics.

Replace missing wire way covers within the control console. Place uncapped conductors within the switchboard (MCC) on new terminals. Remove wire nut splices within the control console and make connections on terminals. Neatly bundle and lace wiring within the control console.

MOTORS AND DRIVES
Furnish and install four 15HP, 900 RPM (nominal) vector duty squirrel cage span motors and matching safety switch style disconnects. Remove existing span motors. Tune the existing drives and motor overload protectors for the new span motors. Furnish and install two motor brakes and two machinery brakes and matching safety switch style disconnects. Remove existing brakes. Brakes shall include enclosures. Wire new brake limit switches like the existing limit switches for compatibility with the existing control system. Furnish and install new span lock motors and matching safety switch style disconnects.

LIGHTING AND RECEPTACLES
Furnish and install lighting in the Control House. Furnish and install GFCI duplex receptacles in the restroom. Furnish and install standard duplex receptacles in the Control House. Connect new lighting and receptacles to the existing circuits.

Furnish and install decorative roadway lighting face plates and lenses to replace existing replacement roadway lighting face plates at locations shown in the Plans.

SUBMARINE CONDUIT
Furnish and install a submarine conduit assembly and Type 316 stainless steel NEMA 4X submarine cable terminal cabinets complete with disconnect type terminal block and humidistat-controlled heaters. Bridge submarine conduit installation includes laying in trench and furnishing and installing ballast assemblies.

TRAFFIC CONTROL
Furnish and install two "Drawbridge Ahead" warning signs and flashing lights according to FDOT Index 17890. Furnish and install two traffic signal assemblies with two signal heads and sign each. Furnish and install four traffic gates. Furnish and install a navigation lighting system consisting of four bascule span lights, six fender lights, and two clearance gauges and lights.

ELECTRIC INCINERATOR TOILET
Furnish and install an electric incinerator toilet as shown on the Control House drawings. The toilet shall be rated for use by up to 8 people full time and shall operate at 240V, 3600W.

ENCLOSURES
All electrical enclosures mounted outside shall be NEMA 4X, Type 316 stainless steel. All enclosures mounted in protected areas but not within a controlled, air conditioned atmosphere shall be NEMA 4X, Type 316 stainless steel. All enclosures mounted in air conditioned levels of the Control House may be NEMA 3R painted steel unless otherwise noted in the Plans.

CONDUIT AND WIRING REQUIREMENTS
All exposed conduit shall be PVC coated galvanized steel except for conduit in wet or damp locations (fenders and sump) which shall be schedule 80 PVC. Conduit shall be supported at a maximum of 5' intervals. Buried and concrete embedded conduit shall be schedule 80 PVC. Liquid tight flexible metal conduit (LFMC) may not be longer than 2' and must include a bonding jumper.

Control, power, and signal/instrumentation conductors shall not occupy the same conduit.

Conductors for power and lighting circuits shall be #12 AWG or larger. Control wiring between cabinets shall be #14 AWG or larger. Control wiring within a manufactured cabinet may be #16 AWG. Minimum field wire size is #12 AWG for control conductors between cabinets and field devices. Minimum field wire size is #10 AWG for motor loads. #14 AWG pigtails no longer than 12" are allowed for connection of field devices that cannot accommodate #12 AWG wire.

2

2

CCTV, MARINE RADIO ANTENNA, WEATHER STATION, ETC.
Relocate CCTV cameras, antennas, weather station components, etc. to new Control House and Generator House roofs. Furnish and install wiring as needed to connect the relocated equipment.

SPARE PARTS
Furnish spare parts as described in the Technical Special Provisions and as shown in the Plans.

GENERAL ELECTRICAL REQUIREMENTS
All electrical work shall be coordinated with the work of other trades and shall be scheduled consistent with the overall construction staging sequence. All electrical components must be listed by Underwriters' Laboratories (UL). The Contractor shall perform all work in accordance with the latest edition of the National Electrical Code in force at the time of construction, the Specifications, the Contract Plans, Coast Guard requirements, and other applicable codes and standards.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	APB	2 Revise Notes			

HARDESTY & HANOVER, LLC
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DESIGNED BY:	SK 5-14
CHECKED BY:	APB 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

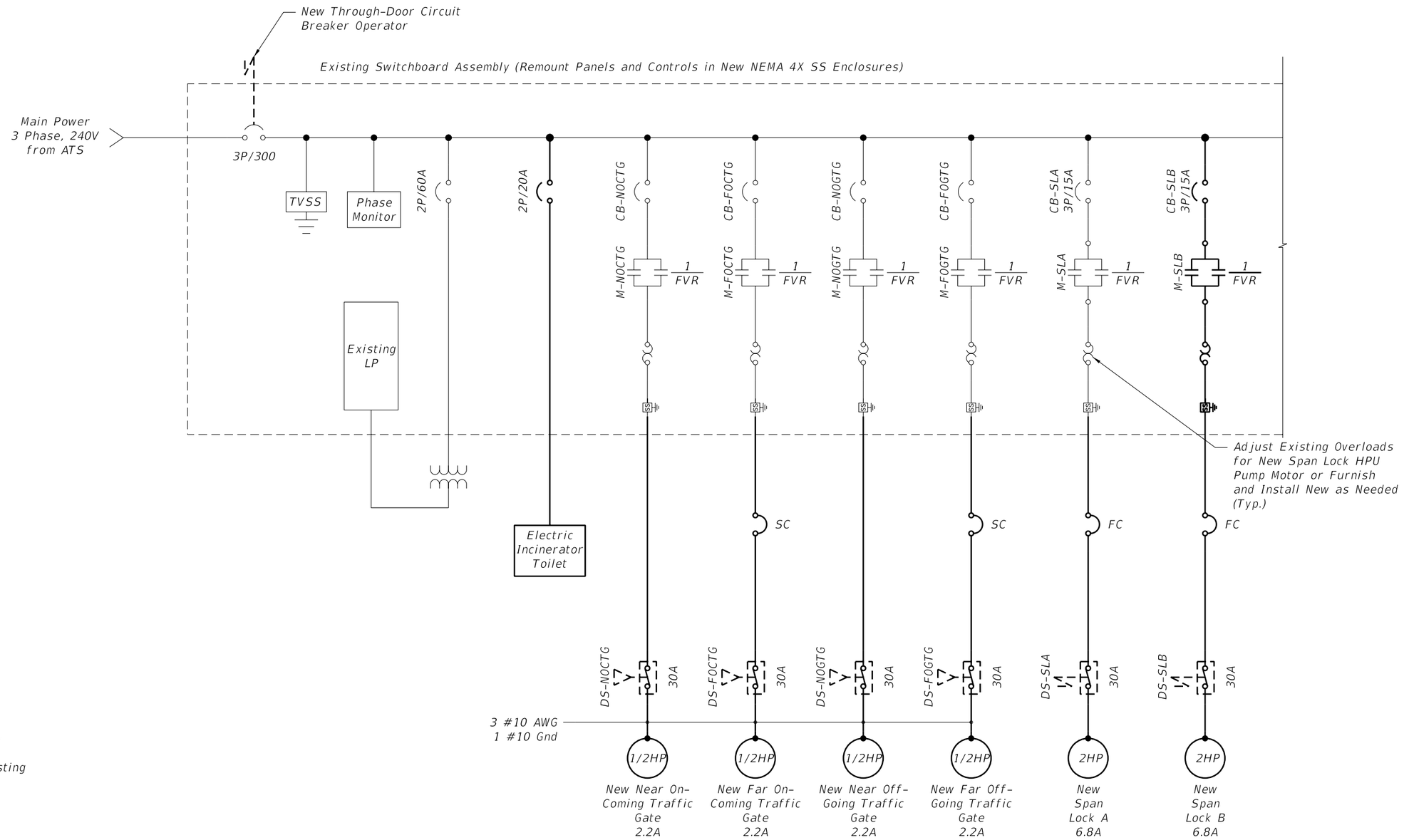
SHEET TITLE: GENERAL ELECTRICAL NOTES AND SCOPE OF ELECTRICAL WORK

REF. DWG. NO.: BE-3

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-94

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Bridge No. 875101

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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

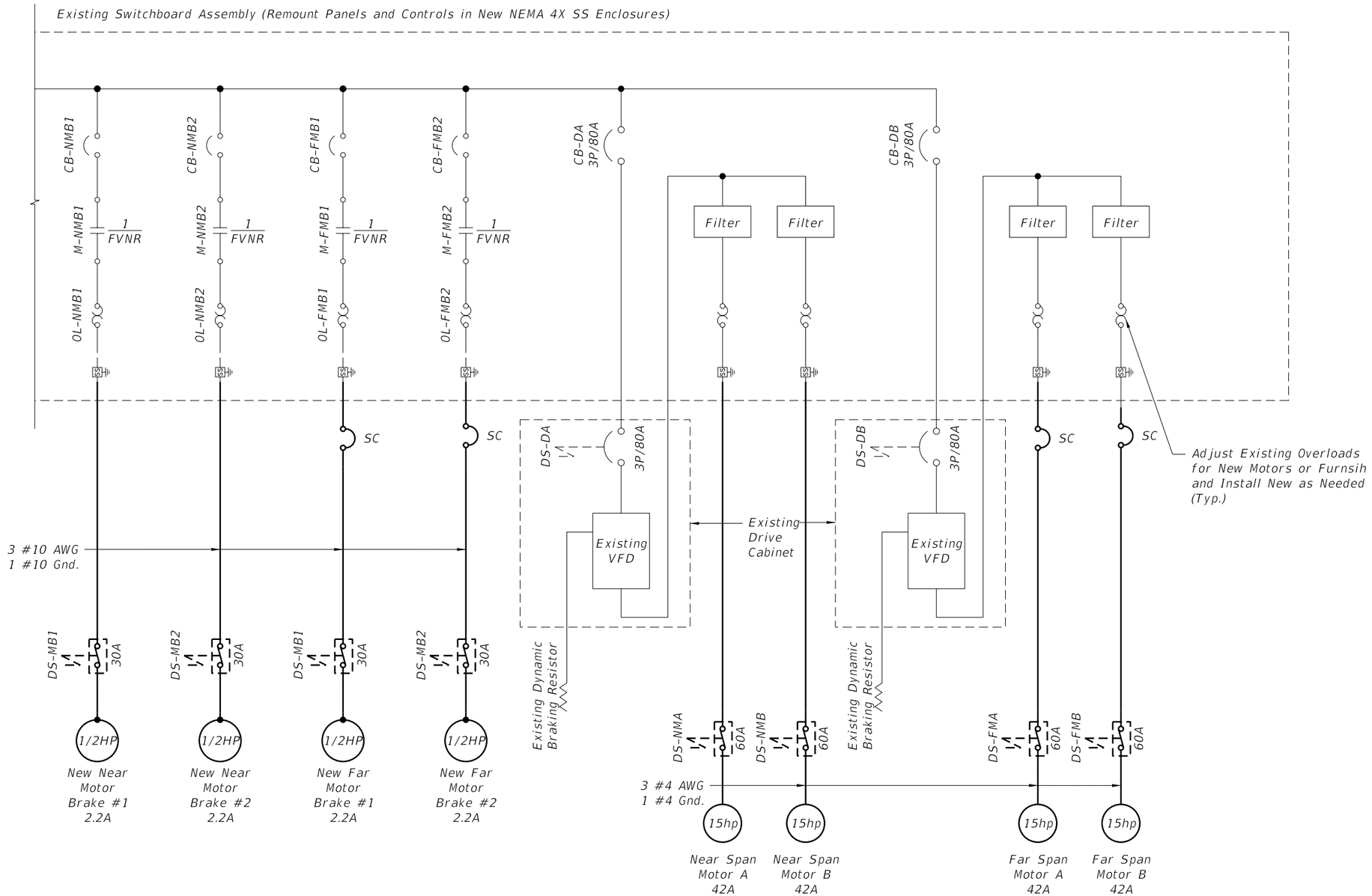
SHEET TITLE: SINGLE LINE DIAGRAM (1 OF 2)

REF. DWG. NO.: BE-4

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-95

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Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CHECKED BY:	SK 5-14
DESIGNED BY:	SK 5-14
CHECKED BY:	APB 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

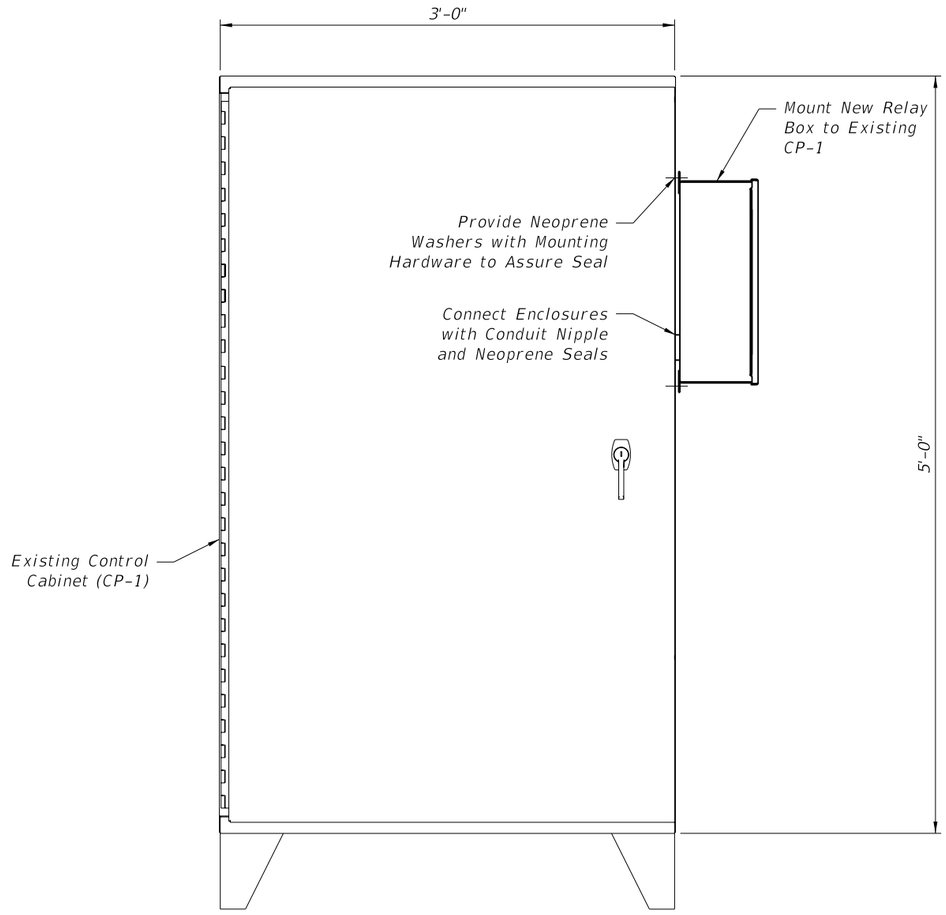
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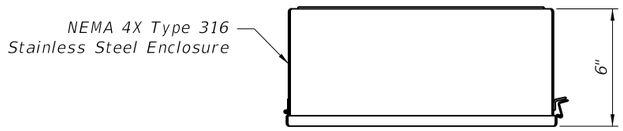
PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-96

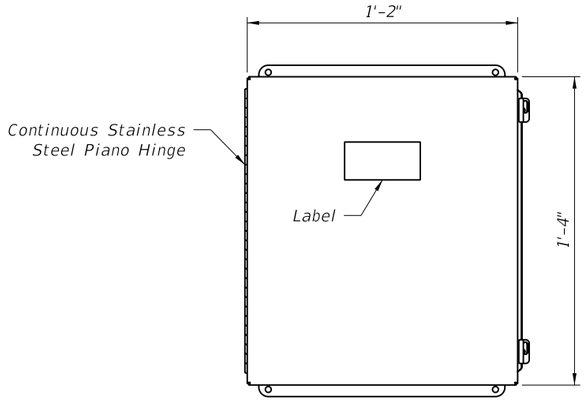
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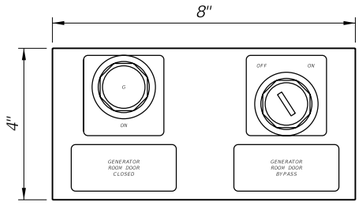
CONTROL CABINET ELEVATION VIEW



NEW RELAY BOX
TOP VIEW



NEW RELAY BOX
FRONT VIEW



GENERATOR ROOM
DOOR SUB-PANEL
(Mount to Control Desk)

NOTES:

1. Note that the existing Control Cabinet does not have terminal blocks between internal and external wires.
2. The Contractor shall connect new wires to external devices as shown on the Conduit and Conductor Schematic.
3. At the Contractor's discretion, terminal blocks may be added to facilitate the switchover between existing and new conduit and wire. (Note the limited space within the enclosure.)

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Andrew Barthle, P.E. #67512
Certificate of Authorization #29741

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CHECKED BY:	APB 5-14

TOWN OF BAY HARBOR ISLANDS

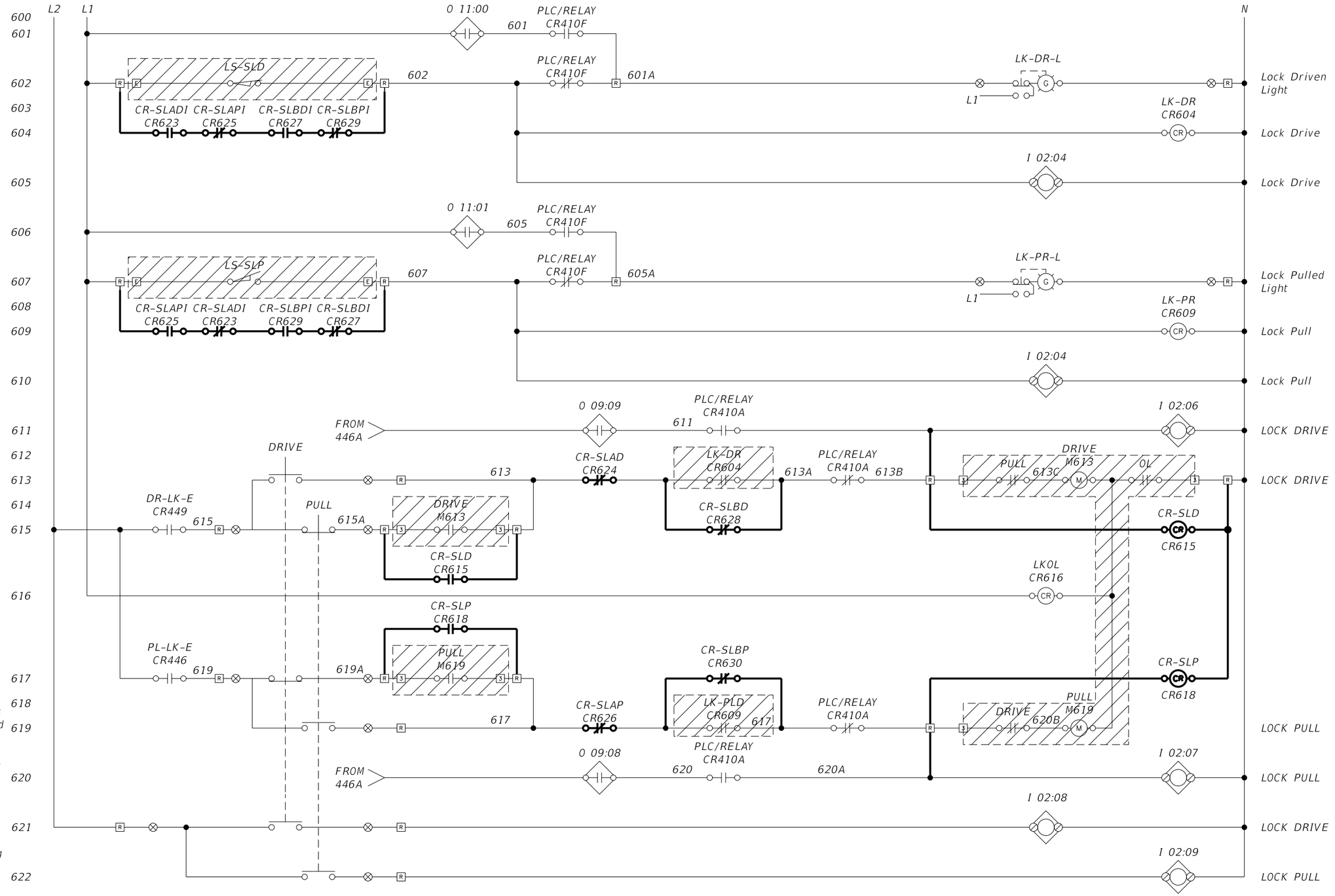
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONTROL PANEL LAYOUT

REF. DWG. NO. BE-6

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-97



NOTES:

1. Modify the existing PLC program as needed to accommodate the control system modifications.
2. Modify the existing PLC program to ensure that the brake thrusters are deenergized during normal stops and when the leaves have stopped at the fully open position.

LEGEND:

Existing

New

Removal

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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SUNRISE, FLORIDA 33323
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

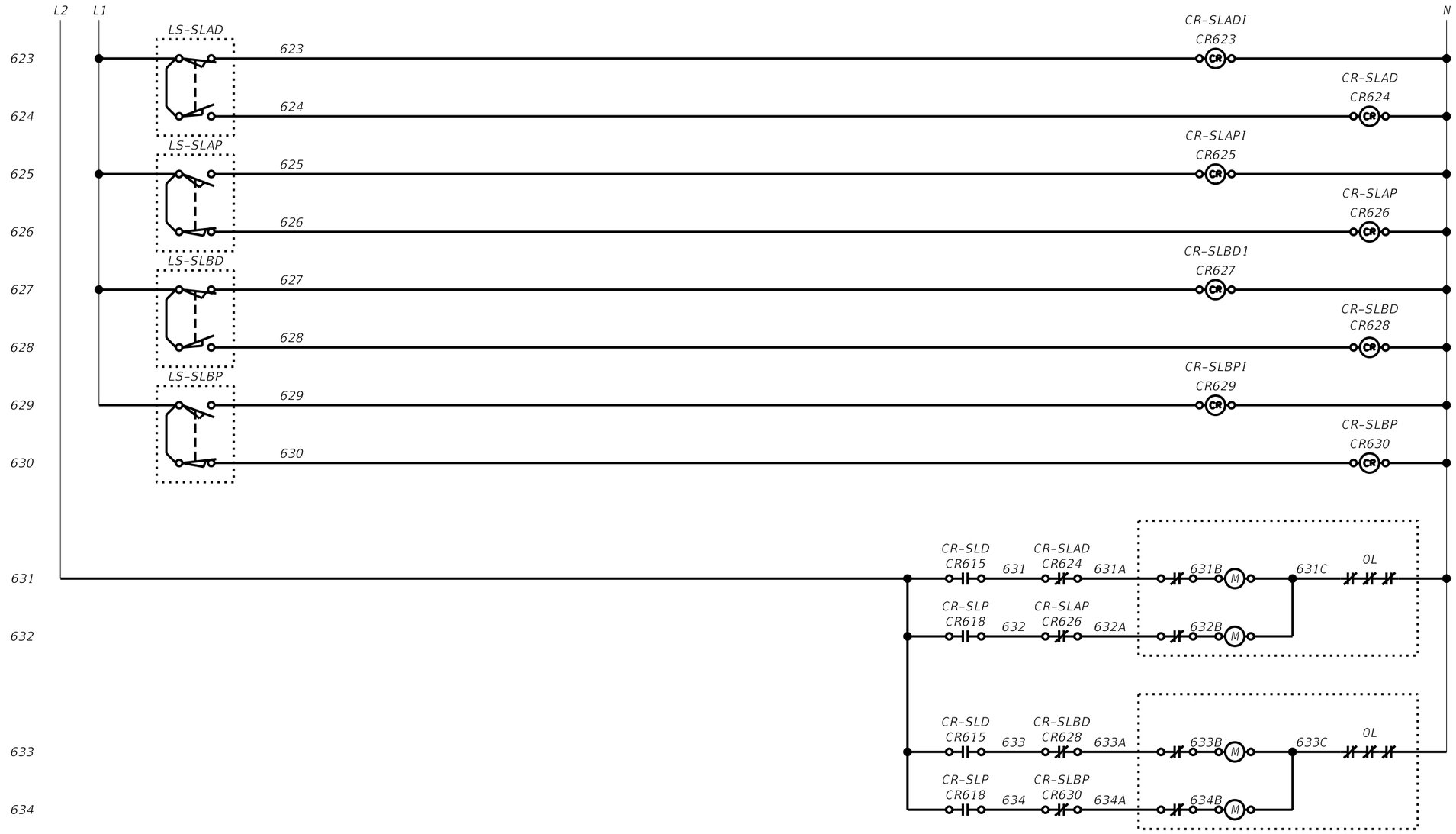
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REF. DWG. NO. BE-7

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-98

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LEGEND:

- Existing
- New
- Removal

NOTES:

1. Modify the existing PLC program as needed to accommodate the control system modifications.
2. Modify the existing PLC program to ensure that the brake thrusters are deenergized during normal stops and when the leaves have stopped at the fully open position.

Bridge No. 875101

REVISIONS					
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

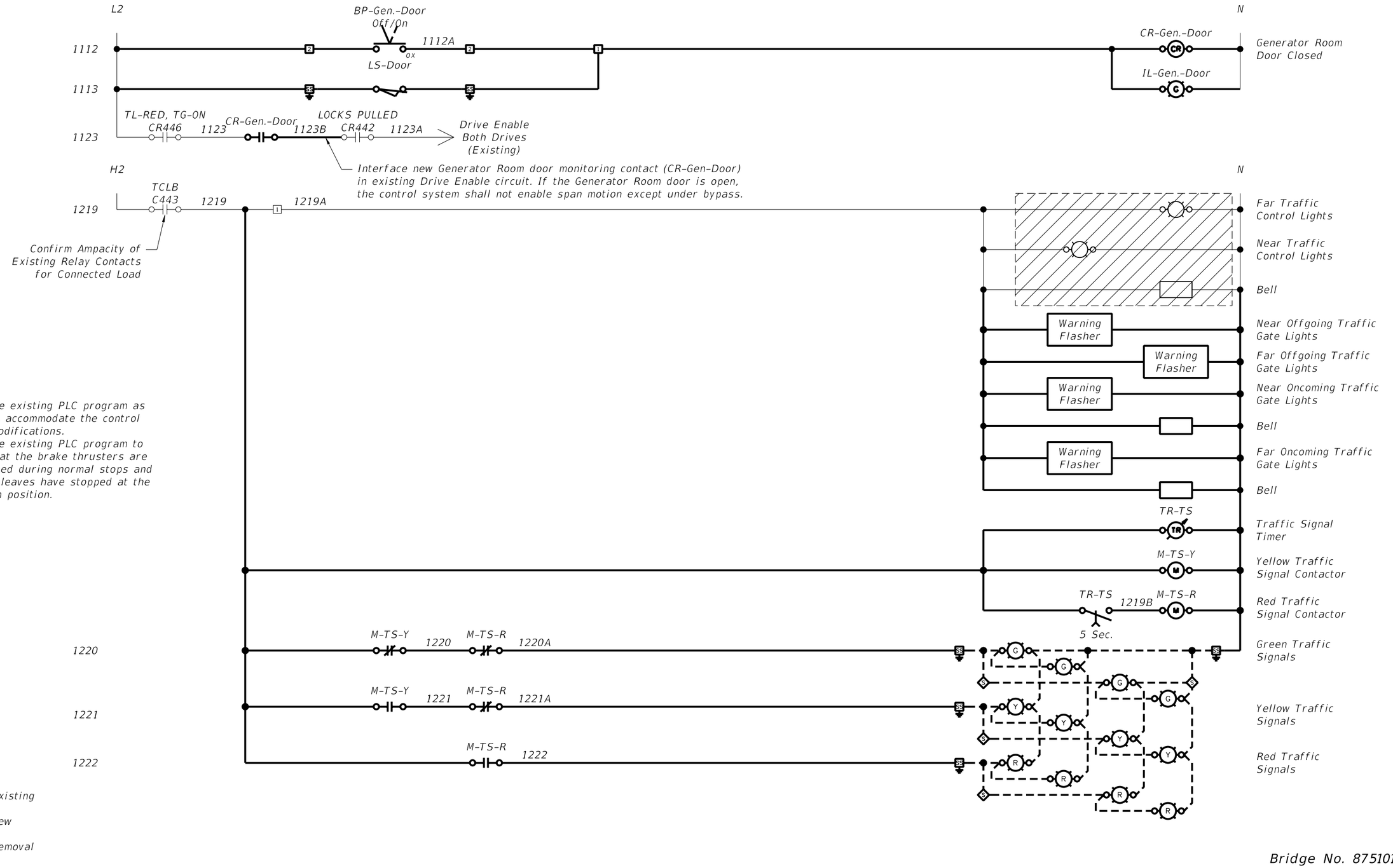
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REF. DWG. NO.: BE-8

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-99

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NOTES:

1. Modify the existing PLC program as needed to accommodate the control system modifications.
2. Modify the existing PLC program to ensure that the brake thrusters are deenergized during normal stops and when the leaves have stopped at the fully open position.

LEGEND:

- Existing
- New
- Removal

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

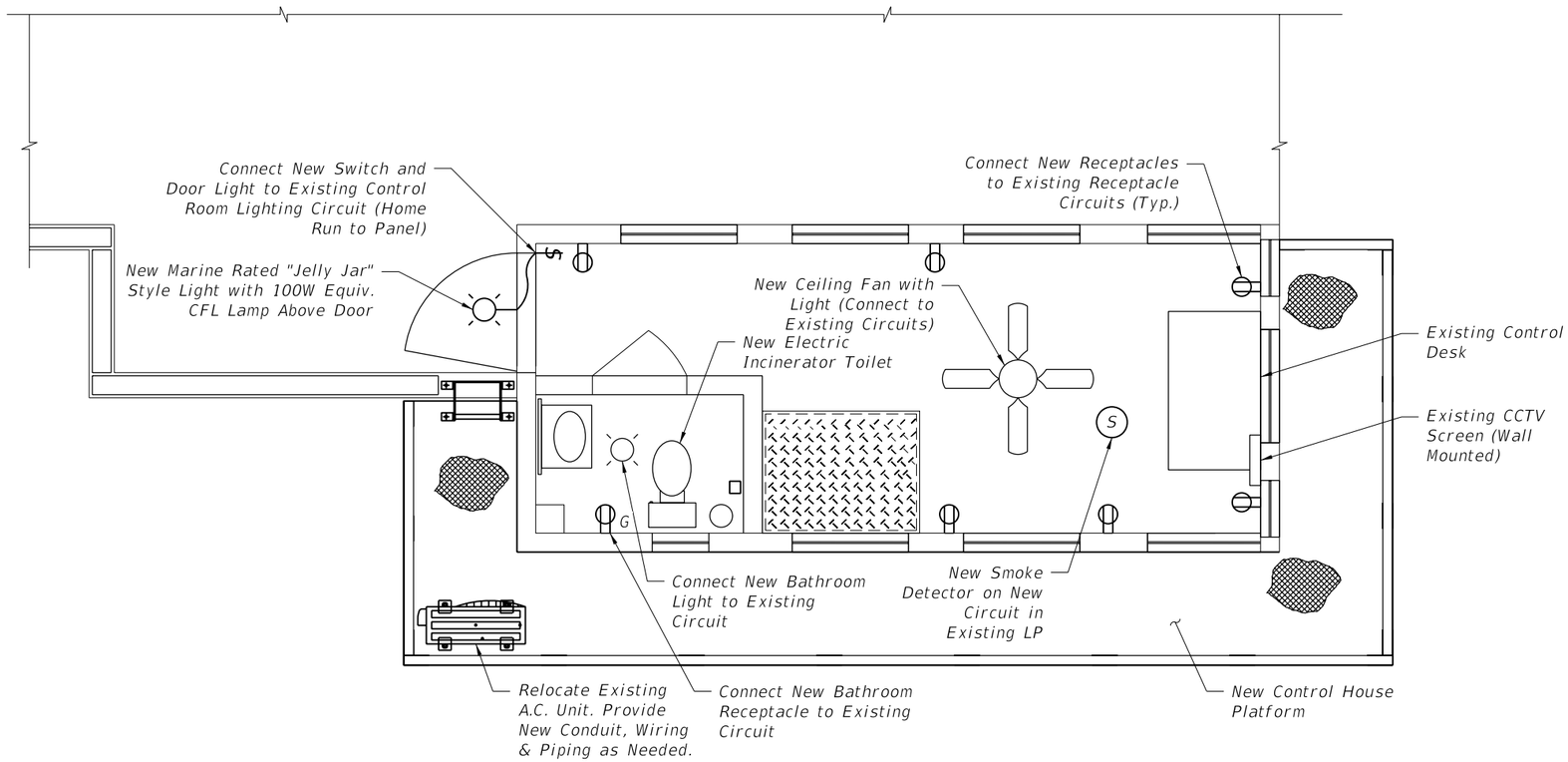
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REF. DWG. NO. BE-9

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-100

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NEW CONTROL ROOM ELECTRICAL PLAN

Bridge No. 875101

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922	MIAMI-DADE	BC142

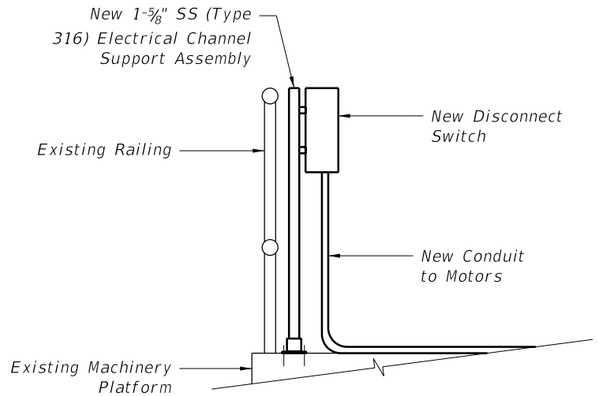
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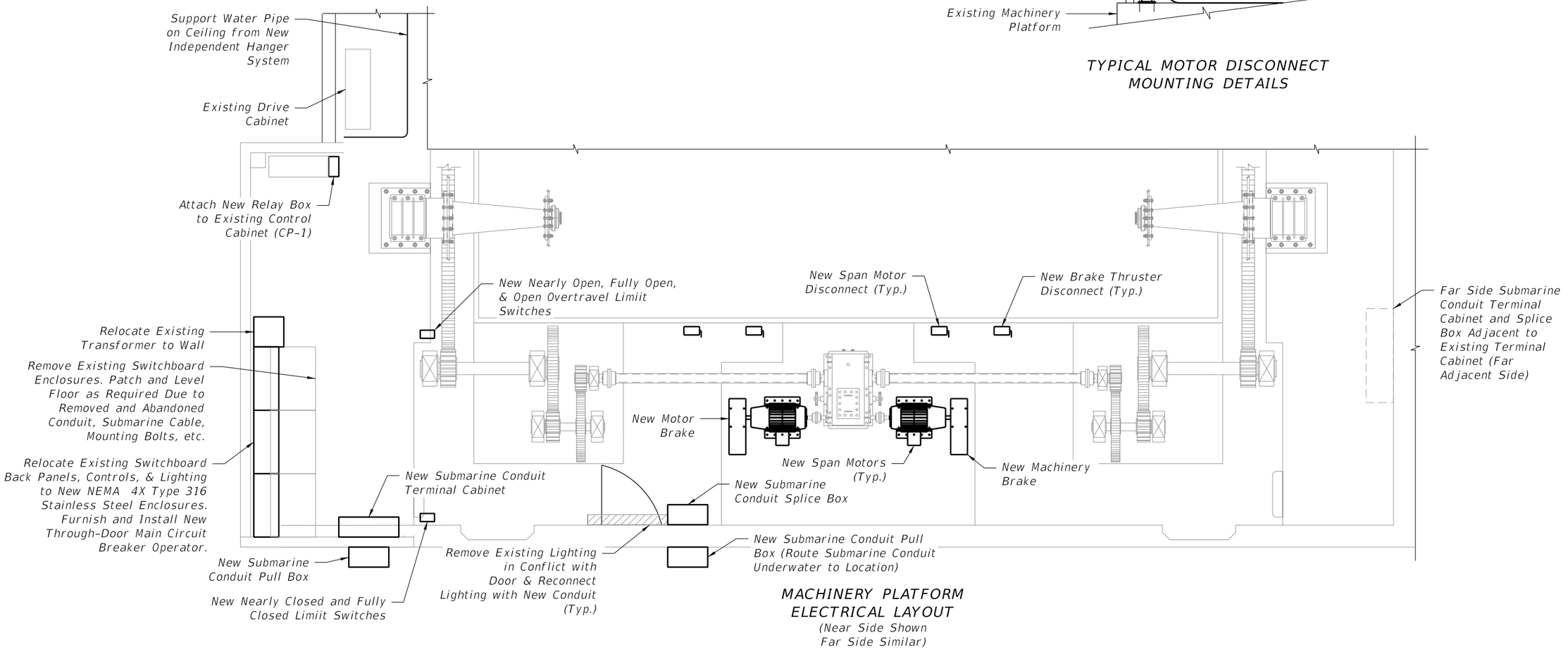
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SHEET NO.: B1-101

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TYPICAL MOTOR DISCONNECT MOUNTING DETAILS



MACHINERY PLATFORM ELECTRICAL LAYOUT
(Near Side Shown Far Side Similar)

Bridge No. 875101

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TOWN OF BAY HARBOR ISLANDS

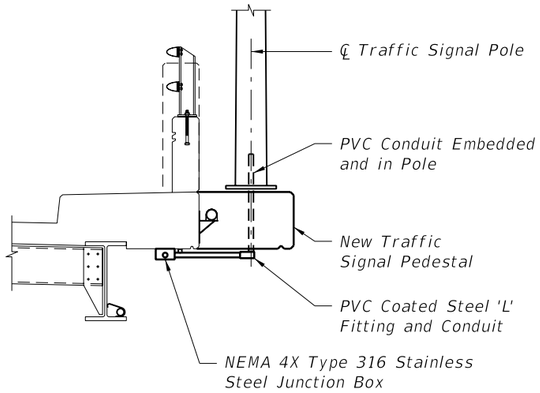
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: ELECTRICAL MACHINERY LAYOUT

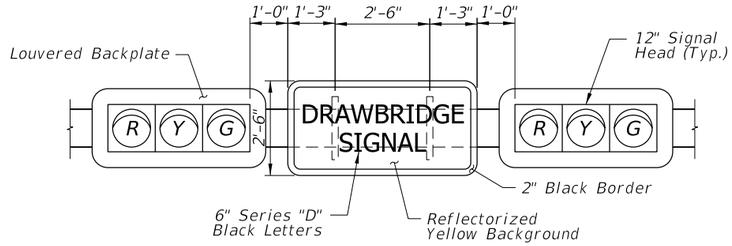
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

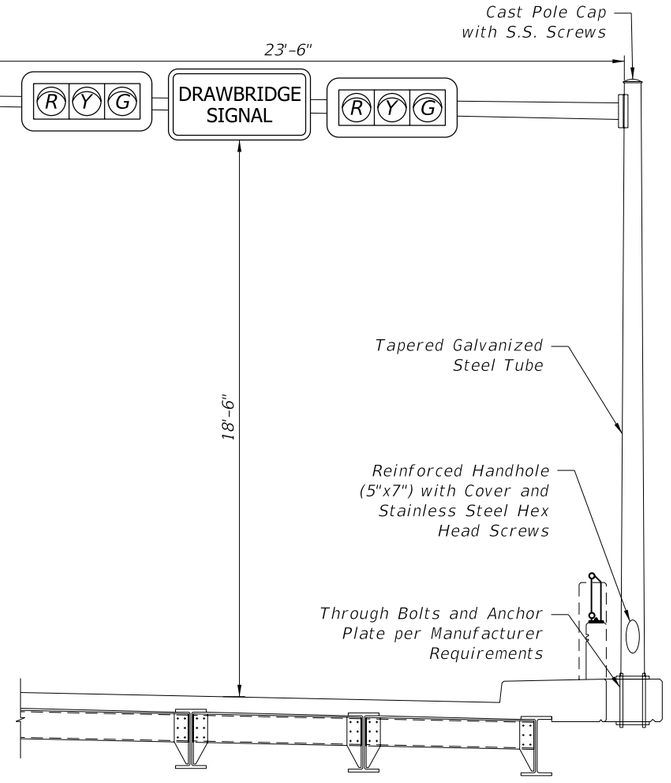
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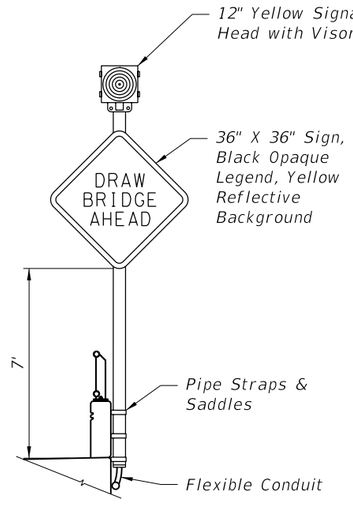
TYPICAL TRAFFIC SIGNAL PEDESTAL

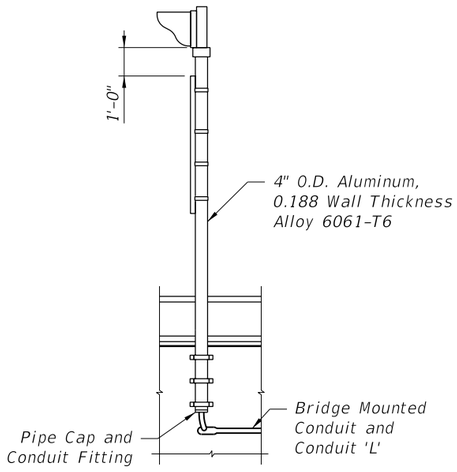


DRAWBRIDGE SIGNAL DETAIL



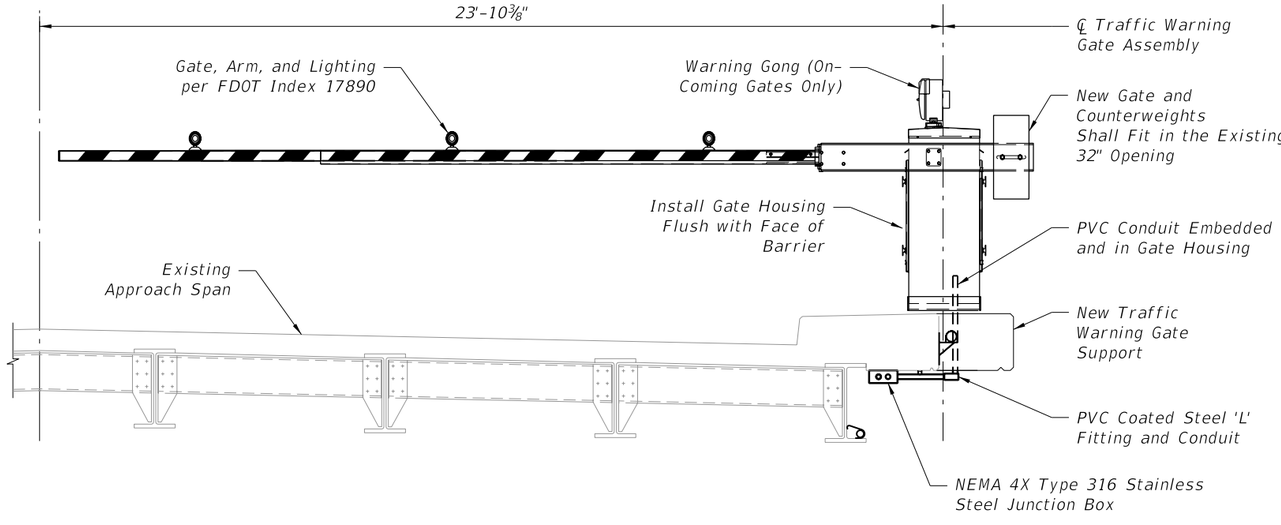
TYPICAL TRAFFIC SIGNAL ASSEMBLY





NEW BARRIER MOUNTED WARNING SIGN AND FLASHING LIGHT

(See FDOT Index 17890 for Details and for Ground-Mounted Assembly)



TYPICAL TRAFFIC WARNING GATE

NOTES:

1. Furnish and install four new traffic warning gate assemblies on new platforms according to FDOT Standard Index 17890 and the Contract Documents.
2. The two on-coming gates shall have warning gongs.
3. Furnish and install two new traffic signal assemblies on new pedestals.
4. Furnish and install two new "Drawbridge Ahead" signs and associated flashers according to FDOT Standard Index 17890 and the Contract Documents.
5. The Contractor shall perform the detail design of the traffic signal assembly and mounting bolts. Submit calculations signed and sealed by a Florida PE.

Bridge No. 875101

REVISIONS					
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SUNRISE, FLORIDA 33323
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

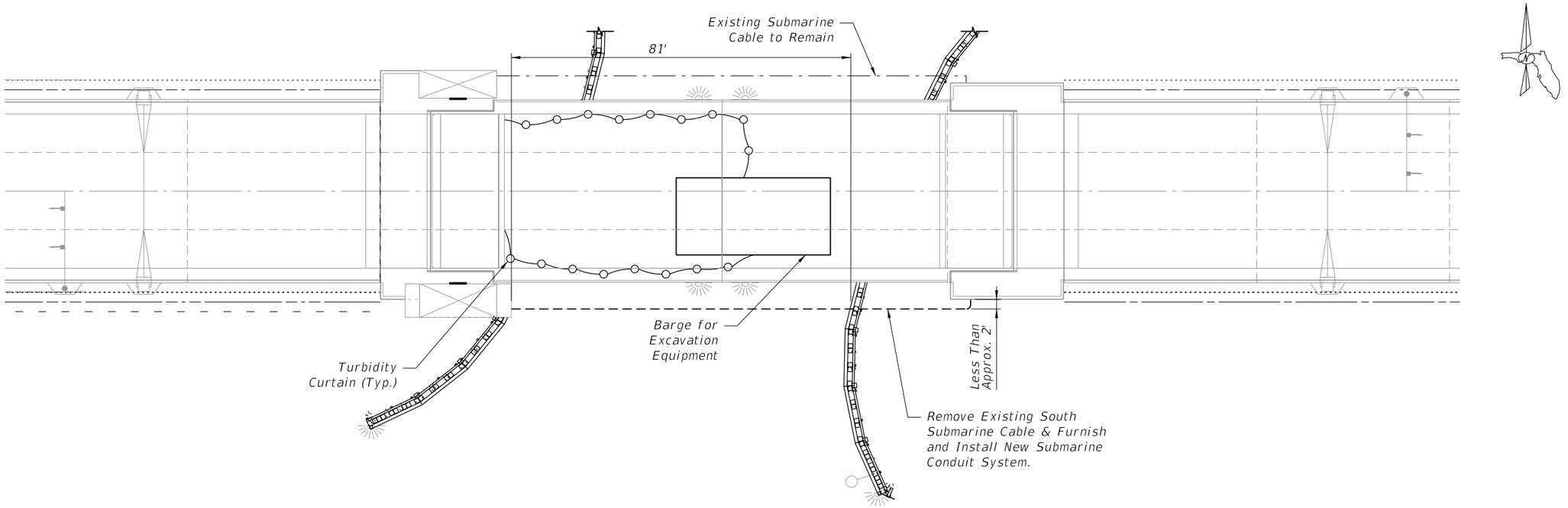
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REF. DWG. NO. BE-12

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-103

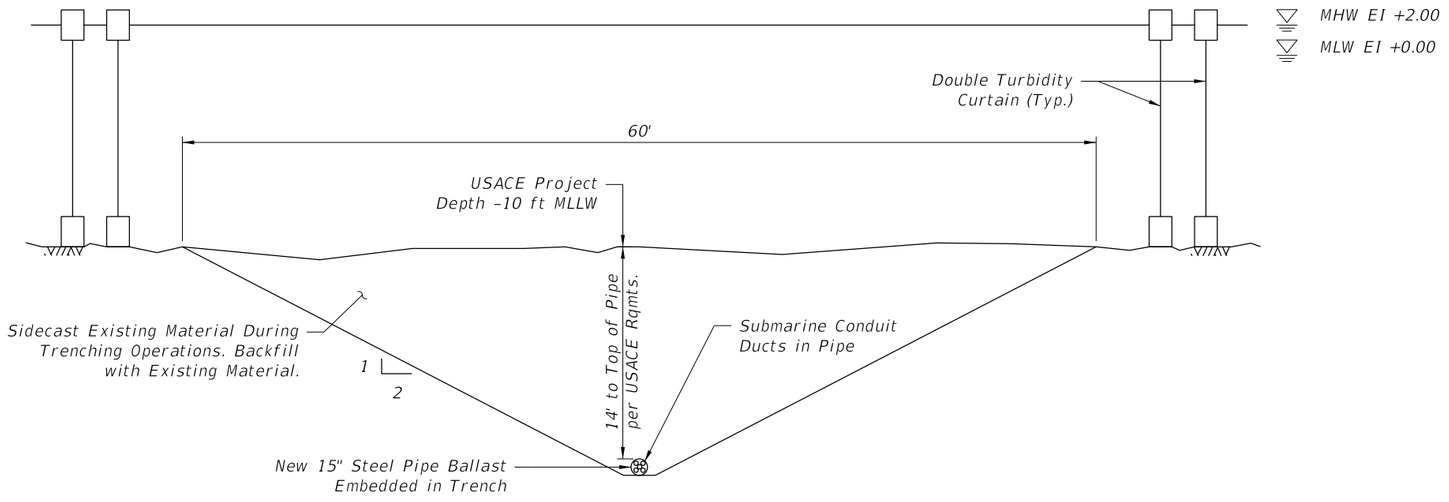
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SUBMARINE CONDUIT PLAN

NOTES:

1. During trenching operations a floating turbidity barrier shall contain any debris and shall be adjusted as necessary.
2. No debris shall be generated or removed by submarine conduit installation activities.
3. Backfill shall be side cast along the trench and backfilled to cover the conduits and pipe as they are laid on a daily basis.
4. The Contractor shall take care while performing excavation beneath the bascule span and shall plan any necessary openings accordingly.
5. Turbidity issues may arise due to tidal flow. In the bid price for submarine conduit work, the Contractor shall account for possible delays stemming from environmental considerations.
6. The Contractor shall perform an as-built survey of the navigation channel with soundings verifying that there are no high spots of backfill after the submarine conduit is placed.



SUBMARINE CONDUIT TRENCH SECTION

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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TOWN OF BAY HARBOR ISLANDS

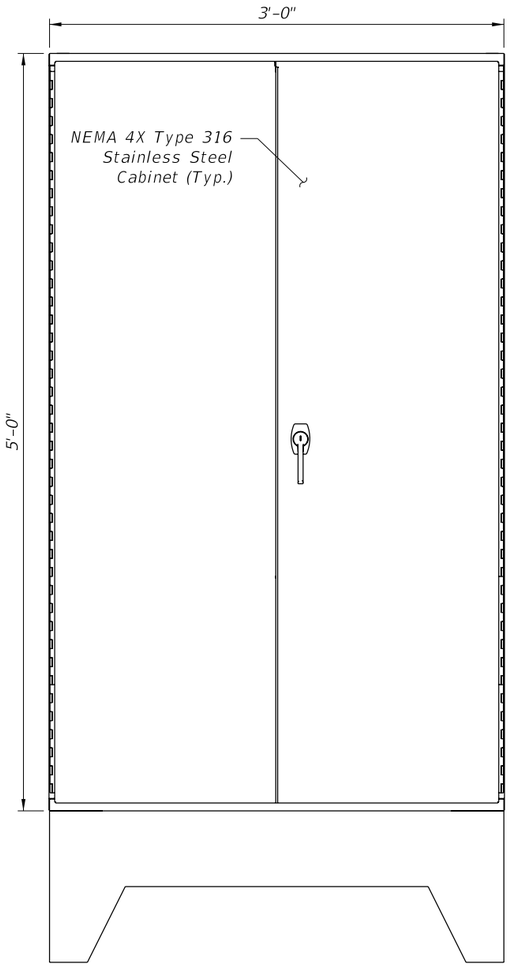
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

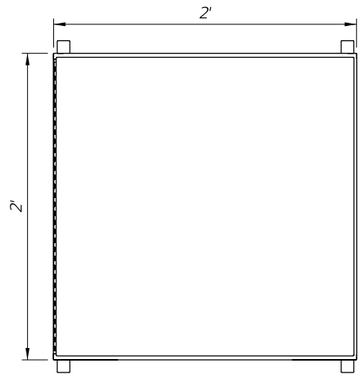
SHEET TITLE: SUBMARINE CONDUIT DETAILS (1 OF 2)

REF. DWG. NO.: BE-13

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-104

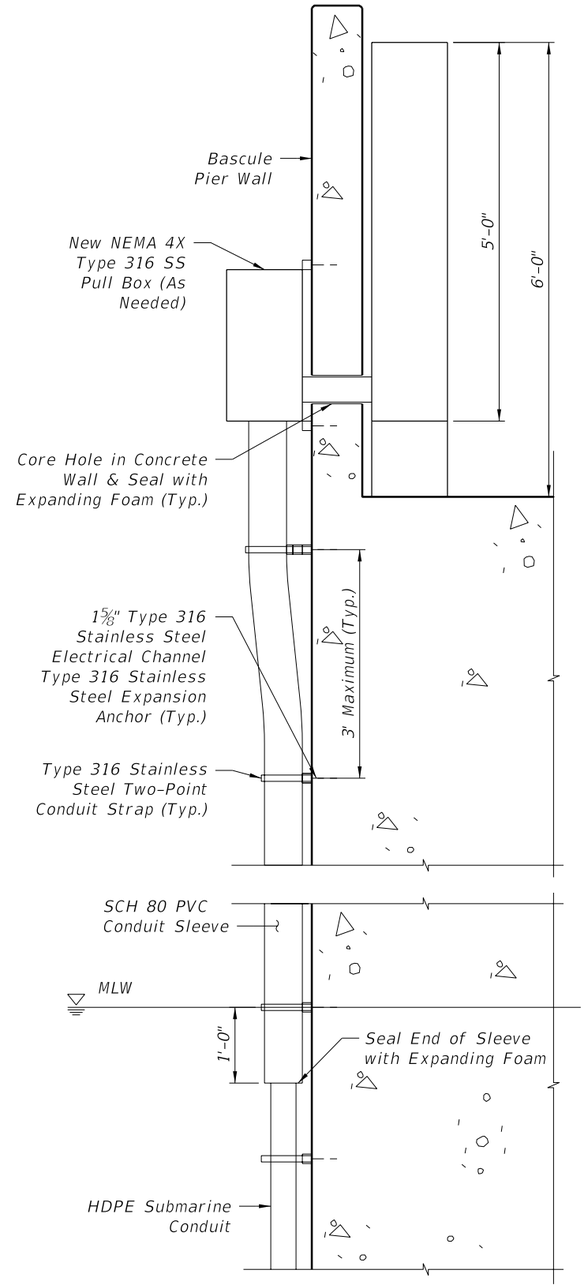




TYPICAL SUBMARINE CONDUIT
TERMINAL CABINET & SPLICE BOX

NOTES:

1. The submarine conduit terminal cabinet and submarine conduit pull boxes shall be minimum 12" deep.
2. The submarine conduit terminal cabinet shall include a back panel with terminals as needed and shall have hinged doors with a three-point latch system.
3. The submarine conduit splice box shall have a hinged door with bolt latches. This box shall remain empty and serve as a spare.
4. Sleeve HDPE submarine conduit in PVC conduit as shown. Terminate PVC sleeves in exterior mounted pull boxes. Nipple pull boxes to terminal cabinets and splice boxes through core holes in wall. Pull boxes are not required where sufficient space exists to directly couple PVC sleeves and HDPE conduits to the enclosures.



TYPICAL WALL MOUNTED
SUBMARINE CONDUIT SUPPORT

Bridge No. 875101

REVISIONS					
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SUNRISE, FLORIDA 33323
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: SUBMARINE CONDUIT DETAILS (2 OF 2)

REF. DWG. NO.: BE-14

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-105

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DECORATIVE ROADWAY LIGHTING FIXTURE SCHEDULE

FIXTURE NO. *	DESCRIPTION OF WORK	NOTES
6	Replace face and lens.	
7	Replace face and lens.	
10	Replace face and lens.	
12	Replace face and lens.	
14	Replace face and lens.	
23	Replace face and lens.	
27	Replace face and lens.	
28	Replace face and lens.	
34	Replace face and lens.	
37	Replace face and lens.	
38	Replace face and lens.	
44	Replace face and lens.	
57	Replace face and lens.	
61	Replace face and lens.	
68	Replace face and lens.	
72	Replace face and lens.	
75	Replace face and lens.	
N/A	Furnish 3 additional spare assemblies	

* Fixture Numbers correlate to the numbers located on the parapets.

NOTES:

1. Furnish and install new decorative roadway lighting faceplate assemblies on fixtures as noted in the schedule above.
2. Furnish three additional spare accent lighting assemblies.

Bridge No. 875101

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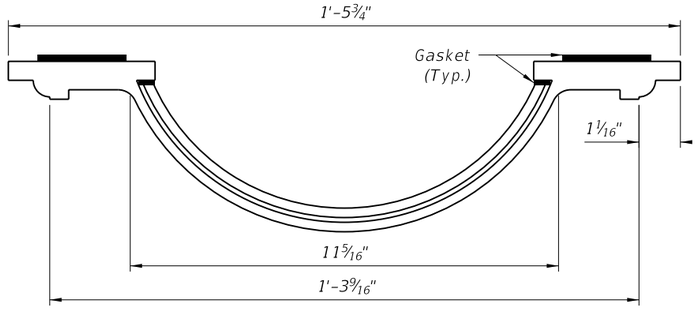
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922	MIAMI-DADE	BC142

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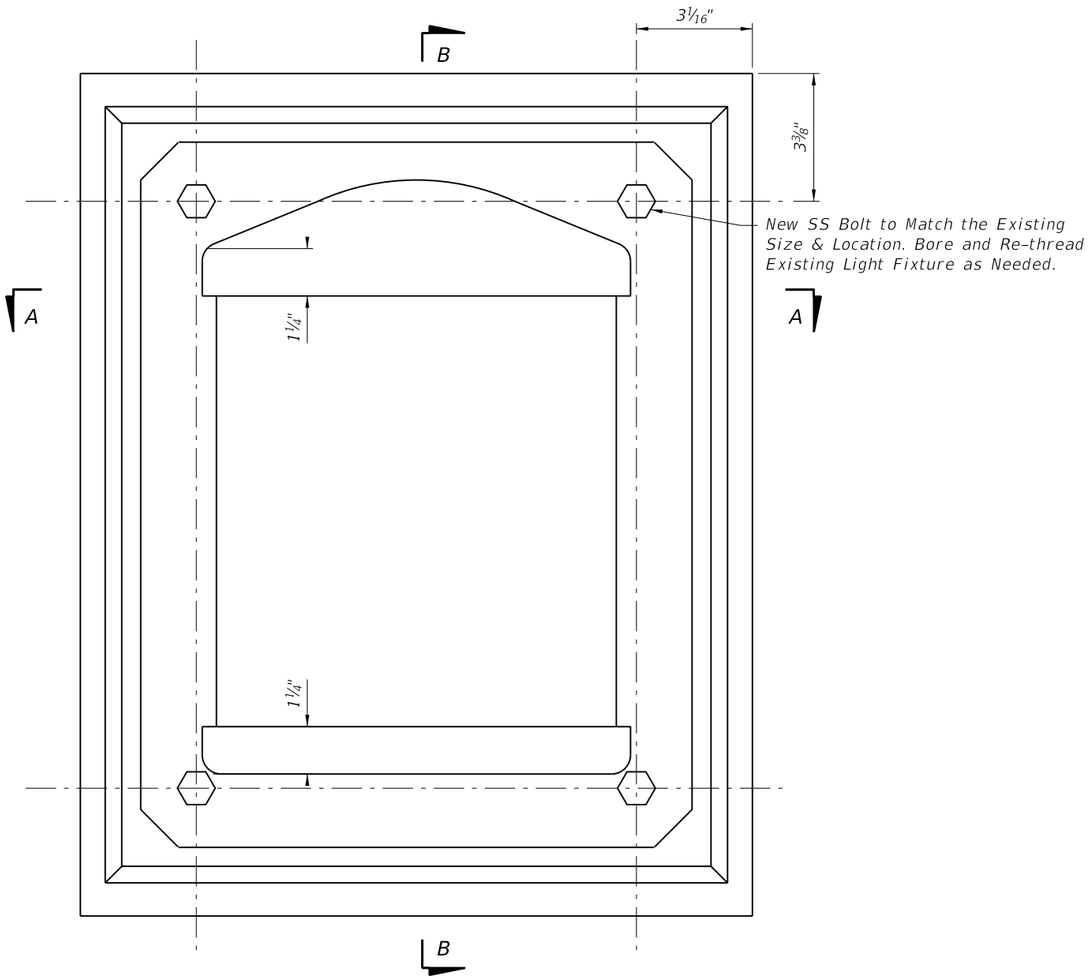
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PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO.: B1-106



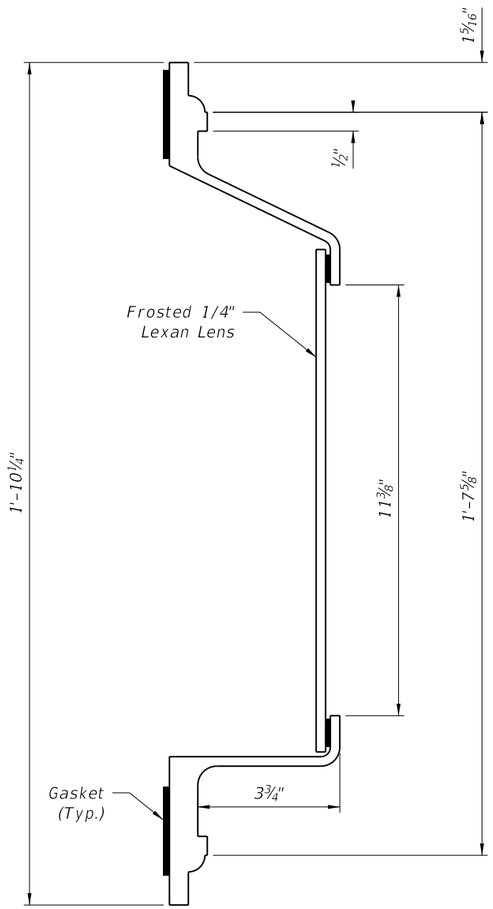
SECTION A-A



DECORATIVE LIGHT FIXTURE
ELEVATION VIEW

NOTES:

1. Dimensions shown here are to aid in bidding. The Contractor shall field verify all dimensions during detail design of the light fixture.
2. Galvanize fixture after fabrication and finish with satin or semi-gloss silver color powder coat.
3. Touch up powder coat as needed after installation.
4. Provide 1/4" neoprene gasket between lens and light fixture and light fixture and concrete.
5. Material: Steel forging or weldment.
6. Remove hardware and hinges that interfere with the new decorative light fixture face plates as needed. Grind flat to a smooth surface to enable a good seal with the neoprene gaskets.



SECTION B-B

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

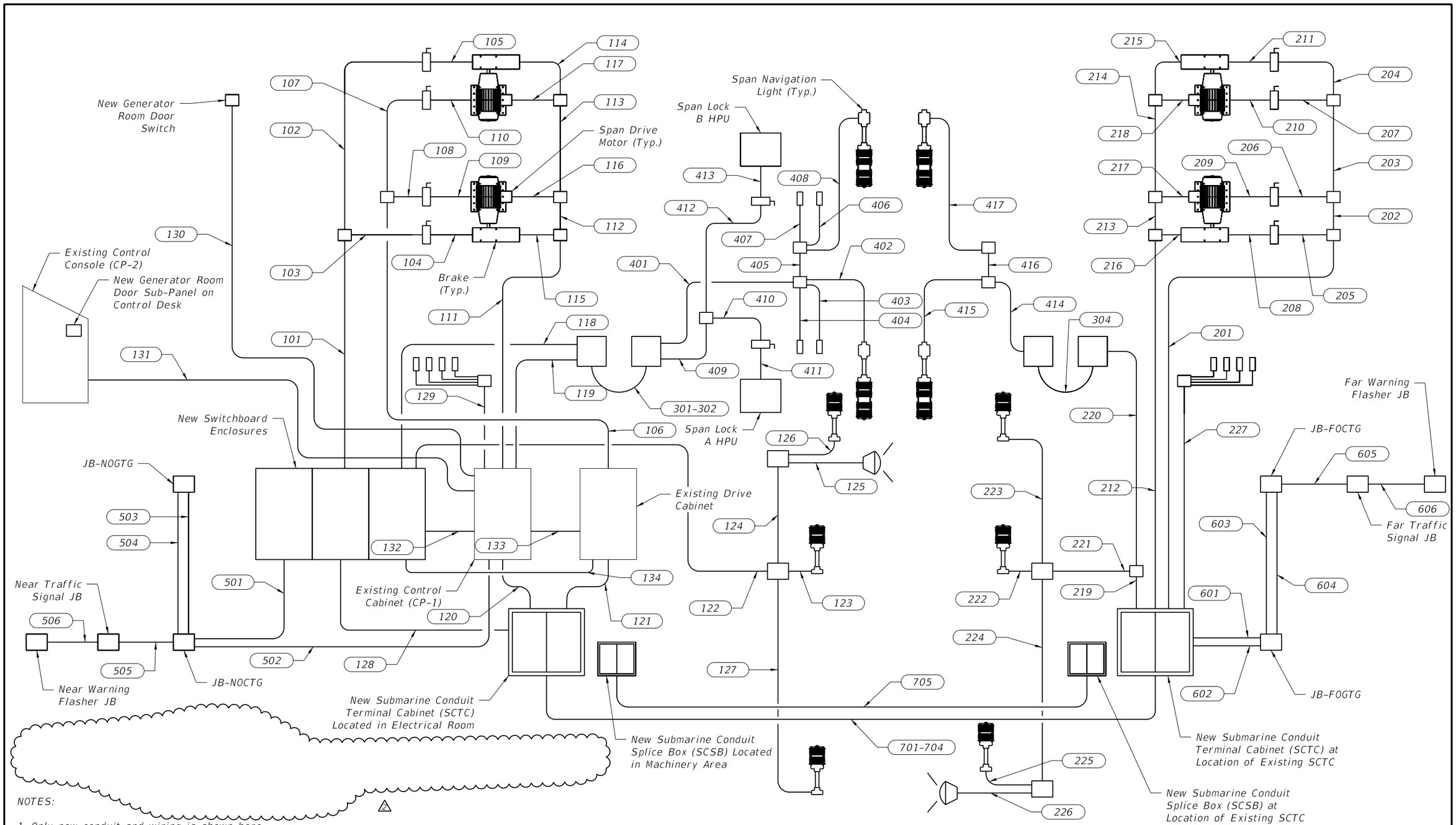
SHEET TITLE: DECORATIVE ROADWAY LIGHTING DETAILS

REF. DWG. NO. BE-16

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-107

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NOTES:

1. Only new conduit and wiring is shown here.
2. The Contractor shall interface existing conduit and wiring (to remain) with the new and modified systems as needed. Existing systems to remain include parapet mounted accent lighting, interior lighting and receptacles, etc.
3. Existing conditions may vary from that shown on the plans. The Contractor shall make provisions as necessary to interface new and existing equipment.

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	APB	2 Remove Line 801			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Andrew Barthle, P.E. #67512
Certificate of Authorization #29741

DRAWN BY: TB 5-14	
CHECKED BY: SK 5-14	
DESIGNED BY: SK 5-14	
CHECKED BY: APB 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONDUIT AND CONDUCTOR SCHEMATIC

REF. DWG. NO. BE-17

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-108

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CONDUIT				CONDUCTORS	
NUMBER	TRADE SIZE	FROM	TO	QUANTITY	SIZE
101	1	Switchboard	JB	6	#10 AWG
				1	#10 Gnd
102	1	JB	DS-NABA	3	#10 AWG
				1	#10 Gnd
103	1	JB	DS-NOBA	3	#10 AWG
				1	#10 Gnd
104	1	DS-NOBA	NOBA	3	#10 AWG
				1	#10 Gnd
105	1	DS-NABA	NABA	3	#10 AWG
				1	#10 Gnd
106	2	Drive Cabinet	JB	6	#4 AWG
				1	#4 Gnd
107	2	JB	DS-NSMB	3	#4 AWG
				1	#4 Gnd
108	2	JB	DS-NSMA	3	#4 AWG
				1	#4 Gnd
109	2	DS-NSMA	NSMA	3	#4 AWG
				1	#4 Gnd
110	2	DS-NSMB	NSMB	3	#4 AWG
				1	#4 Gnd
111	2	CP-1	JB	16	#12 AWG
				1	#12 Gnd
112	2	JB	JB	10	#12 AWG
				1	#12 Gnd
113	1	JB	JB	8	#12 AWG
				1	#12 Gnd
114	1	JB	NABA	6	#12 AWG
				1	#12 Gnd
115	1	JB	NOBA	6	#12 AWG
				1	#12 Gnd
116	1	JB	NSMA	2	#12 AWG
				1	#12 Gnd
117	1	JB	NSMB	2	#12 AWG
				1	#12 Gnd
118	2	Switchboard	FCTC	4	#6 AWG
				6	#10 AWG
				1	#10 Gnd
119	2	CP-1	FCTC	24	#12 AWG
				1	#12 Gnd
120	2	CP-1	SCTC	50	#12 AWG
				1	#12 Gnd
121	2	Drive Cabinet	SCTC	6	#4 AWG
				1	#10 Gnd
122	2.5	Switchboard	JB	2	#12 AWG
				1	#12 Gnd
123	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
124	1	JB	JB	2	#12 AWG
				1	#12 Gnd
125	1	JB	Flood Light	2	#12 AWG
				1	#12 Gnd
126	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
127	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
128	2.5	Switchboard	SCTC	10	#6 AWG
				25	#10 AWG
				1	#6 Gnd
129	1	CP-1	JB	10	#12 AWG
				1	#12 Gnd
130	1	CP-1	Door Switch	3	#12 AWG
				1	#12 Gnd
131	2.5	CP-1	CP-2	100	#12 AWG
				1	#12 Gnd
132	2	CP-1	Switchboard	57	#12 AWG
				1	#12 Gnd
133	1.5	CP-1	Drive Cabinet	32	#12 AWG

CONDUIT				CONDUCTORS	
NUMBER	TRADE SIZE	FROM	TO	QUANTITY	SIZE
				1	#12 Gnd
134	2.5	Switchboard	Drive Cabinet	18	#4 AWG
					#4 Gnd
*****					
201	2.5	SCTC	JB	6	#4 AWG
				6	#10 AWG
				1	#4 Gnd
202	2	JB	JB	6	#4 AWG
				3	#10 AWG
				1	#4 Gnd
203	2	JB	JB	3	#4 AWG
				3	#10 AWG
				1	#4 Gnd
204	1	JB	DS-FAB	3	#10 AWG
				1	#10 Gnd
205	1	JB	DS-FOB	3	#10 AWG
				1	#10 Gnd
206	2	JB	DS-FSMA	3	#4 AWG
				1	#4 Gnd
207	2	JB	DS-FSMB	3	#4 AWG
				1	#4 Gnd
208	1	DS-FOB	FOB	3	#10 AWG
				1	#10 Gnd
209	2	DS-FSMA	FSMA	3	#4 AWG
				1	#4 Gnd
210	2	DS-FSMB	FSMB	3	#4 AWG
				1	#4 Gnd
211	1	DS-FAB	FAB	3	#10 AWG
				1	#10 Gnd
212	2	SCTC	JB	16	#12 AWG
				1	#12 Gnd
213	2	JB	JB	10	#12 AWG
				1	#12 Gnd
214	1	JB	JB	8	#12 AWG
				1	#12 Gnd
215	1	JB	FAB	6	#12 AWG
				1	#12 Gnd
216	1	JB	FOB	6	#12 AWG
				1	#12 Gnd
217	1	JB	FSMA	2	#12 AWG
				1	#12 Gnd
218	1	JB	FSMB	2	#12 AWG
				1	#12 Gnd
219	2	SCTC	JB	10	#10 AWG
				1	#10 Gnd
220	1	JB	FCTC	8	#12 AWG
				1	#12 Gnd
221	1	JB	JB	2	#12 AWG
				1	#12 Gnd
222	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
223	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
224	1	JB	JB	2	#12 AWG
				1	#12 Gnd
225	1	JB	Fender Light	2	#12 AWG
				1	#12 Gnd
226	1	JB	Flood Light	2	#12 AWG
				1	#12 Gnd
227	1	SCTC	JB	10	#12 AWG
				1	#12 Gnd
*****					
301	Cable	FCTC	FCTC	24	#12 AWG
				1	#12 Gnd
302	Cable	FCTC	FCTC	4	#6 AWG
				6	#10 AWG
				1	#6 Gnd

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Andrew Barthle, P.E. #67512
Certificate of Authorization #29741

DRAWN BY: TB 5-14
CHECKED BY: SK 5-14
DESIGNED BY: SK 5-14
CHECKED BY: APB 5-14

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONDUIT AND CONDUCTOR SCHEDULE (1 OF 2)

REF. DWG. NO. BE-18

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-109

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CONDUIT				CONDUCTORS	
NUMBER	TRADE SIZE	FROM	TO	QUANTITY	SIZE
303		Not Used			
304	Cable	FCTC	FCTC	4	#12 AWG
				1	#12 Gnd
*****					
401	2	FCTC	JB	24	#12 AWG
				1	#12 Gnd
402	1	JB	Nav Light	4	#12 AWG
				1	#12 Gnd
403	1	JB	LS-SLAD	4	#12 AWG
				1	#12 Gnd
404	1	JB	LS-SLAP	4	#12 AWG
				1	#12 Gnd
405	2	JB	JB	12	#12 AWG
				1	#12 Gnd
406	1	JB	LS-SLBD	4	#12 AWG
				1	#12 Gnd
407	1	JB	LS-SLBP	4	#12 AWG
				1	#12 Gnd
408	1	JB	Nav Light	4	#12 AWG
				1	#12 Gnd
409	1	FCTC	JB	6	#10 AWG
				1	#10 Gnd
410	1	JB	DS-SLA	3	#10 AWG
				1	#10 Gnd
411	1	DS-SLA	SLA	3	#10 AWG
				1	#10 Gnd
412	1	JB	DS-SLB	3	#10 AWG
				1	#10 Gnd
413	1	DS-SLB	SLB	3	#10 AWG
				1	#10 Gnd
414	1	FCTC	JB	8	#12 AWG
				1	#12 Gnd
415	1	JB	Nav Light	4	#12 AWG
				1	#12 Gnd
416	1	JB	JB	4	#12 AWG
				1	#12 Gnd
417	1	JB	Nav Light	4	#12 AWG
				1	#12 Gnd
*****					
501	1	Switchboard	JB-NOCTG	6	#10 AWG
				1	#10 Gnd
502	2	CP-1	JB-NOCTG	25	#12 AWG
				1	#12 Gnd
503	1	JB-NOCTG	JB-NOGTG	3	#10 AWG
				1	#10 Gnd
504	2	JB-NOCTG	JB-NOGTG	13	#12 AWG
				1	#12 Gnd
505	2	JB-NOCTG	JB-NTS	10	#12 AWG
				1	#12 Gnd
506	1	JB-NTS	Near Flasher JB	3	#12 AWG
				1	#12 Gnd
*****					
601	2	SCTC	JB-FOGTG	6	#10 AWG
				1	#10 Gnd
602	2	SCTC	JB-FOGTG	25	#12 AWG
				1	#12 Gnd
603	1	JB-FOGTG	JB-FOCTG	3	#10 AWG
				1	#10 Gnd
604	2	JB-FOGTG	JB-FOCTG	13	#12 AWG
				1	#12 Gnd
605	2	JB-FOCTG	JB-FTS	10	#12 AWG
				1	#12 Gnd
606	1	JB-FTS	Far Flasher JB	3	#12 AWG
				1	#12 Gnd
*****					
701	4	SCTC	SCTC	9	#4 AWG
				15	#10 AWG

CONDUIT				CONDUCTORS	
NUMBER	TRADE SIZE	FROM	TO	QUANTITY	SIZE
				9	#6 AWG
702	2	SCTC	SCTC	50	#12 AWG
703	2	SCTC	SCTC	1	#1/0 Gnd
704	4	SCTC	SCTC	1	Pull Cord Only
705	3	SCPB	SCPB	1	Pull Cord Only

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
10-07-14	APB	2 Remove Line 801			

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
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DESIGNED BY: SK 5-14	
CHECKED BY: APB 5-14	

TOWN OF BAY HARBOR ISLANDS

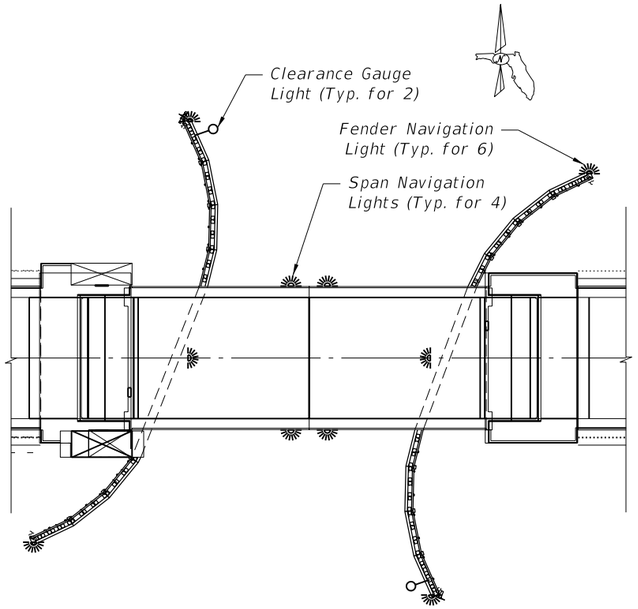
ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: CONDUIT AND CONDUCTOR SCHEDULE (2 OF 2)

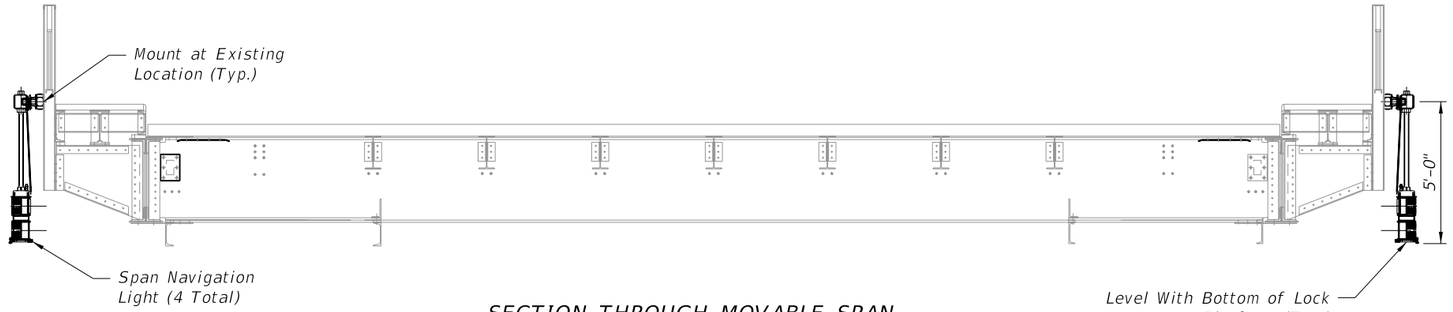
REF. DWG. NO.: BE-19

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

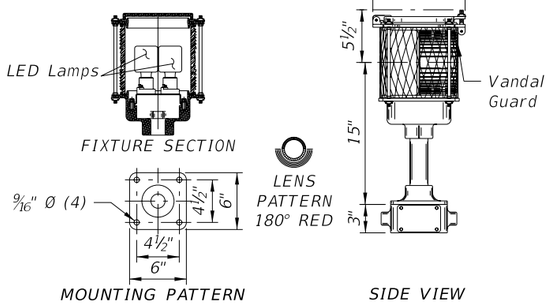
SHEET NO.: B1-110



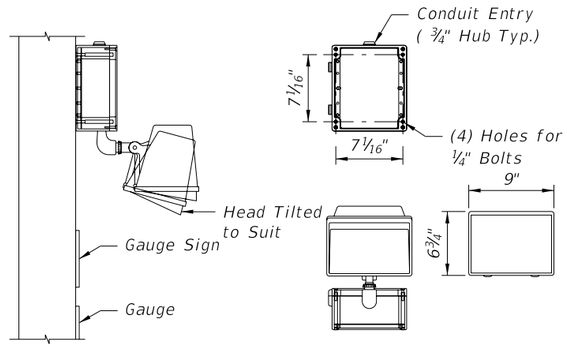
PLAN VIEW
LAYOUT



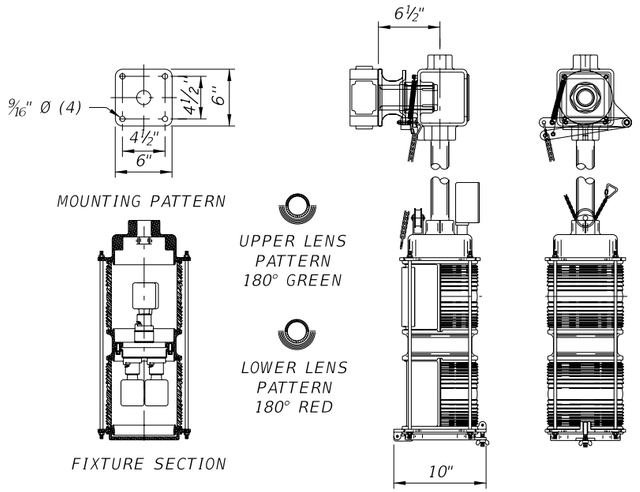
SECTION THROUGH MOVABLE SPAN



TYPICAL FENDER NAVIGATION LIGHT



TYPICAL CLEARANCE GAUGE LIGHT



TYPICAL SPAN NAVIGATION LIGHT

Bridge No. 875101

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Andrew Barthle, P.E. #67512
Certificate of Authorization #29741

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TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

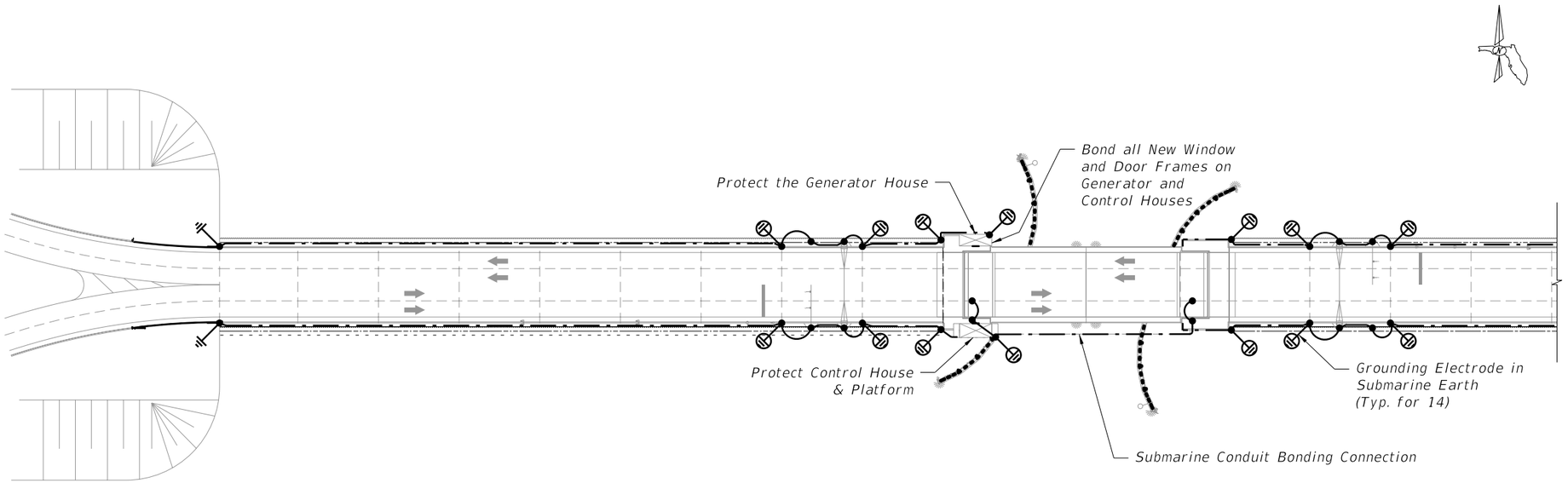
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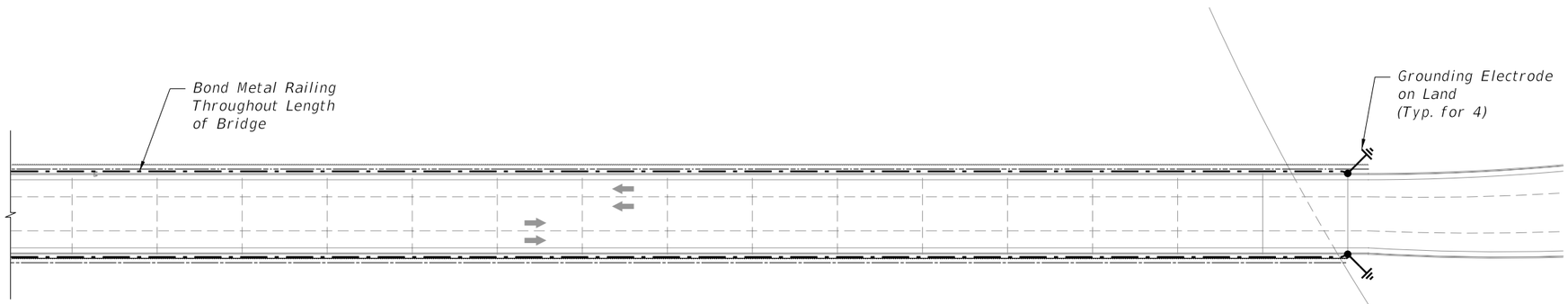
REF. DWG. NO. BE-20

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE
REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-111

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LIGHTNING PROTECTION PLAN

NOTES:

1. Furnish and install a lightning protection system for the entire bridge system in accordance with NFPA 780 where applicable.
2. Protect the Control House and Generator House including roof-mounted aerials and window and door frame bonding. Bond new Control House platforms.
3. Bond all railings and platforms to the lightning protection system main conductors throughout the length of the bridge.
4. Bond the new warning signals, traffic signals, and gates to the lightning protection system.
5. Provide earth grounds at the nearest piers associated with traffic signals and gates.
6. Bond the movable leafs to the lightning protection system.
7. Provide other materials as shown above and described in T508.
8. Provide a UL Master Label or Letter of Finding for the completed system.

LEGEND

- Grounding Electrode on Land
- Submarine Earth Grounding Electrode
- Exothermic Weld (Bond)
- Bonding Conductor
- Main Conductor

Bridge No. 875101

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE PARKWAY, SUITE 544
SUNRISE, FLORIDA 33323
Andrew Barthle, P.E. #67512
Certificate of Authorization #29741

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DESIGNED BY: SK 5-14	
CHECKED BY: APB 5-14	

TOWN OF BAY HARBOR ISLANDS

ROAD NO.	COUNTY	PROJECT ID
922	MIAMI-DADE	BC142

SHEET TITLE: LIGHTNING PROTECTION SYSTEM

REF. DWG. NO. BE-21

PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY

SHEET NO. B1-112

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EXHIBIT D

BRIDGE SUMMARY REPORT

Bridge Summary Report

State Name (1): 12 - Florida **Structure Number (8):** 875101 **Inspection Date (90):** January 2020

Identification and Location
Highway Agency District (2): 06 - South Florida
County Code (3): 086 - Miami-Dade County
Place Code (4): 3275
Features Intersected (6A): INTRACOASTAL W/WAY
Facility Carried By Structure (7): NE123RD ST.
Location (9): 0.8 MILE EAST OF US-1
Mile Point, miles (11): 4.214
Latitude, decimal (16): 25.88732
Longitude, decimal (17): -80.1424
Maintenance Responsibility (21): 4 - City or Municipal Highway Agency
Owner (22): 4 - City or Municipal Highway Agency
Year Built (27): 1951
Historical Significance Code (37): 5 - Not National Register eligible
Neighboring State Code (98A):
Percent Responsibility Border Bridge (98B): 0
Border Bridge Structure Number (99):
Parallel Structure Designation Code (101): N - No parallel structure
Year Reconstructed (106): 0

Structure Type and Materials
Main Design Material Code (43A): 3 - Steel
Type of Design Construction Main Code (43B): 16 - Movable - Bascule
Approach Span Design Material Code (44A): 1 - Concrete
Type of Design Construction Approach Code (44B): 2 - Stringer/Multi- ...
Number of Spans in Main Unit (45): 1
Number of Approach Spans (46): 29
Deck Structure Type Code (107): 3 - Open Grating
Wearing Surface Type Code (108A): 6 - Bituminous
Membrane Type Code (108B): 8 - Unknown
Deck Protection Code (108C): 8 - Unknown

Dimensions and Clearances
Inventory Route - Minimum Vertical Clearance, ft (10): "9999"
Approach Roadway Width, ft (32): 44
Bridge Median Code (33): 0 - No Median
Skew Angle, degrees (34): 0
Structure Flared (35): 1 - Flared
Navigation Control Code (38): 1 - Permit Required
Navigation Vertical Clearance, ft (39): 16
Navigation Horizontal Clearance, ft (40): 84
Inventory Route Total Horizontal Clearance, ft (47): 46.3
Length of Maximum Span, ft (48): 151.2
Structure Length, ft (49): 1629.9
Left Curb/Sidewalk Width, ft (50A): 3
Right Curb/Sidewalk Width, ft (50B): 3
Bridge Roadway Width Curb to Curb, ft (51): 40.4
Deck Width - Out to Out, ft (52): 47.6
Minimum Vertical Clearance Over Bridge Roadway, ft (53): "9999"
Minimum Vertical Underclearance, ft (54B): "000"
Minimum Lateral Underclearance on Right, ft (55B): 0
Minimum Lateral Underclearance on Left, ft (56): "000"
Pier Abutment Protection Code (111): 2 - In place; functioning
Minimum Vertical Clearance - Lift Bridge, ft (116): 0
Deck Area, sq.ft: 77538.8

Inspection
Inspection Date (90): January 2020
Designated Inspection Frequency (91): 24
Fracture Critical Details (92A): Y24
Underwater Inspection (92B): Y12
Other Special Inspection (92C): Y12
Fracture Critical Detail Date (93A): January 2020
Underwater Inspection Date (93B): January 2020
Other Special Inspection Date (93C): January 2020

Condition Rating and Evaluation
Bridge Railings (36A): 0 - Does not meet currently acceptable standa ...
Transitions (36B): 1 - Meets currently acceptable standards
Approach Guardrail (36C): 1 - Meets currently acceptable standards
Bridge Guardrail Ends (36D): 0 - Does not meet currently acceptable ...
Deck Condition Rating (58): 5 - Fair Condition
Superstructure Condition Rating (59): 5 - Fair Condition
Substructure Condition (60): 7 - Good Condition
Channel Protection Condition (61): 7 - Channel remediation is in sat ...
Culvert Condition (62): N - Not a culvert
Structural Evaluation Appraisal (67): 5 - Better Than Minimum Adequa ...
Deck Geometry Appraisal (68): 2 - Intolerable; High Priority Replace ...
Underclearance Appraisal Vertical Horizontal (69): N - N/A
Waterway Adequacy Appraisal (71): 7 - Better Than Present Minimum Cr ...
Approach Alignment Appraisal (72): 4 - Minimum Tolerable
Scour Critical Bridges Code (113): 5 - Foundations Stable

Load Rating and Posting
Design Load Descriptor (31): 5 - MS 18 / HS 20
Structure Operational Status Code (41): A - Open
Operating Rating Method Code (63): 1 - Load Factor(LF)
Operating Rating, US tons (64): 46.8
Inventory Rating Method Code (65): 1 - Load Factor(LF)
Inventory Rating, US tons (66): 28.1
Bridge Posting Code (70): 5 - Equal to or above legal loads

Traffic and Roadway Data
Record Type (5A): 1 - On Structure
Route Signing Prefix Code (5B): 4 - County Highway
Designated Level of Service Code (5C): 0 - Other Not Listed
Route Number (5D): 00000
Directional Suffix Code (5E): 0 - Not Applicable
Base Highway Network (12): 0 - Not on Base Network
Bypass or Detour Length, miles (19): 6.8
Toll Status (20): 2 - On Toll Road
Functional Class Of Inventory Route (26): 16 - Urban Minor Arterial
Lanes On the Structure (28A): 4
Lanes Under the Structure (28B): 0
Average Daily Traffic (29): 21,216
Year of Average Daily Traffic (30): 2015
Type of Service on Bridge Code (42A): 5 - Highway-pedestrian
Type Of Service Under Bridge Code (42B): 5 - Waterway
STRAHNET Highway Designation (100): 0 - Not STRAHNET
Number of directions of traffic (102): 2 - 2 - way traffic
Inventory Route NHS Code (104): 0 - Not on NHS
Federal Lands Highways Code (105): 0 - N/A
Average Daily Truck Traffic (Percent ADT) (109): 4
Designated National Truck Network Code (110): 0 - Not on National Tr ...
Future Average Daily Traffic (114): 22,440
Year of Future Average Daily Traffic (115): 2037

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 7.

ITEM: Consideration and **Approval** of Scope and Fee proposal by BCC Engineering Inc. in the amount of $133,360 to provide the Town with inspection, design, pre and post bid services, bid analysis, contractor's recommendation and CEI services for repairs to the Indian Creek Bridge (No. 875013) identified in the Annual Bridge Inspection Report conducted by Marlin Engineering in August 2021 for FDOT. Enclosed are copies of the proposal.

DESCRIPTION:
In August 2021, Marlin Engineering hired by FDOT conducted an structural inspection of the Indian Creek Bridge. The inspection was performed under water and above water from the bridge. The inspection report was provided to the Town in November 2021.

Based on the inspection report, this bridge is structurally deficient and the overall NBI ratings for the deck is poor, the superstructure is poor and the substructure is satisfactory. Most of the repairs needed are related to delamination, spalls and exposed rebars in some of the slabs.

The structural design to be provided as part of this scope of work is to address these deficiencies. Once the final design documents are completed, the project will be advertised for construction.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
There is $900,000 budgeted in FY '21-'22 for FDOT Inspection Report Repairs: Spall Replacement in the Causeway Fund.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
FDOT Inspection Report Repairs - Spall Replacement	01/12/2022	$133,360.00	401.5415.400063.000	BC-158	$900,000.00

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

ATTACHMENTS

1.	BC-156 Bridge 875103 - Bridge Repair_BCC
2.	BC-156 Bridge 875103 - Saddle Repair_BCC

November 24, 2021

Douglas P. Armstrong
Public Works Director
Town of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, FL 33154

RE: BC-156 Bridge No. 875013 – Repair Plans

Dear Mr. Armstrong,

BCC Engineering, LLC. is pleased for the opportunity to provide structural services on the above referenced project.

Scope of services will include:

BCC Engineering, LLC. will prepare engineering plans on the behalf of the Town for the repairs on Bridge No. 875013. Scope is as follows

- Additional inspection of Bridge No. 8750103 to confirm information from Inspection Report.
- Preparation of Plans and Specifications for the repair of the items identified in the Inspection Report
- Permitting and Bidding Support
- Post Design Services and Limited Construction support (Inspections)
- Schedule: Submittal will be completed 12 weeks after receiving NTP.

For the above services, our lump sum fee will be $ 24,760.

Thank you and please feel free to contact our office if you have any questions or wish to discuss any item further.

Respectfully,

William Garcia

Digitally signed by William Garcia
Date: 2021.11.24 09:59:02 -05'00'

William Garcia, PE
Vice President
BCC Engineering, LLC

November 24, 2021

Douglas P. Armstrong
Public Works Director
Town of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, FL 33154

RE: BC-156 Bridge No. 875013 – Utilities Saddle Replacement

Dear Mr. Armstrong,

BCC Engineering, LLC. is pleased for the opportunity to provide structural services on the above referenced project.

Scope of services will include:

BCC Engineering, LLC. will prepare engineering plans on the behalf of the Town for the repair of the damaged utilities saddles located on Bridge No. 875013. Scope is as follows

- Perform a visual inspection of the Sewer Force main and its supports
- Preparation of Plans and Specifications for the repair of the concrete saddles
- Permitting and Bidding Support
- Post Design Services and Limited Construction support (Inspections)
- Schedule: Submittal will be completed 12 weeks after receiving NTP.

For the above services, our lump sum fee will be $ 108,600.00

Thank you and please feel free to contact our office if you have any questions or wish to discuss any item further.

Respectfully,

William Garcia
Digitally signed by William Garcia
Date: 2021.11.24 09:57:28 -05'00'

William Garcia, PE
Vice President
BCC Engineering, LLC

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 8.

ITEM: Consideration and **Approval** of Scope and Fee Proposal from Chen Moore and Associates, Inc. (CMA) in the amount of $80,271.50 for the design (including land surveying and geotechnical evaluation), permitting, bid support services, construction administration services, including weekly inspections. Enclosed is a copy of the proposal by CMA.

DESCRIPTION:
The existing brick pavers on the sidewalks along Kane Concourse were installed in 2010-2011. These brick pavers with the passing of years, began to settle and break in some locations creating an uneven surface. This condition can be seen near the intersections and near the palm roots.

This Project will replace the existing brick pavers (approximately 40,000 square feet) with pervious concrete. The installation of pervious concrete will require a drainage storage area under the concrete, typically done with gravel at 1-2 feet under the ground. The usage of pervious concrete also helps in reducing the amount of stormwater that goes into the stormwater inlets and outfall pipes.

Kane Concourse is an FDOT roadway, hence this project will require FDOT approval. FDOT permitting process is included as part of the design services proposal. Once the final design documents and permits are obtained, the project will be advertised for construction.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
This project is included as part of the FY '21-'22 budget. The project 'Kane Concourse - Permeable Paving Replacement has $350,000 in funds allocated.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Kane Concourse - Permeable Paving Replacement	01/12/2022	$80,271.50	401.5415.400063.000		$350,000

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

ATTACHMENTS

1.	P21.326.05 - Kane Concourse New Pervious Sidewalk _ CMA Fee Proposal 120121
2.	Presentation

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500

chen moore and associates

December 1, 2021

SENT VIA E-MAIL
(Jcustodio@bayharborislands-fl.gov)

Mr. Jose Custodio
Town Engineer
Town of Bay Harbor Islands
9665 Nay Harbor Terrace
Bay Harbor Islands, FL 33154

Subject: Town of Bay Harbor Islands – Kane Concourse Pervious Sidewalk
CMA Proposal No. P21.326.05

Dear Mr. Custodio:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project located along Kane Concourse from the west side of the intersection with W Bay Harbor Drive, through the intersection with E Bay Harbor Drive, in Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

The Town of Bay Harbor Islands is having problems with the settlement of the paver sidewalks along Kane Concourse (96th Street) which is an FDOT owned road. There is approximately 40,000 SF of sidewalk along this corridor. The Town would like to replace these pavers with a pervious concrete sidewalk. This proposal shall cover the design, permitting, bid support and construction administration support services for the improvements.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- Nicholas Karpathy, E.I. Project Engineer
- Andres Aristazabal, Senior Designer
- Jose McCray, Sr. Construction Specialist

Sub-consultants for this Project

- Land Surveying – Longitude Surveyors, LLC
- Geotechnical Engineering – PanGeo Consultants

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SCOPE OF SERVICES

The scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Utility Coordination, Data Gathering, Site Reconnaissance, Topographic Survey & Geotechnical Exploration

- Site reconnaissance
- Data gathering as required for design of proposed improvements
- Obtain a Sunshine One Call of Florida 811 design ticket.
- Obtain available records (as-builts, atlases, sketches, etc.) from utilities identified in the project area or statements of no conflict.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall arrange and attend meetings with governmental permitting agencies, including FDOT, or other authorities having jurisdiction as required regarding design intent and any pertinent regulatory requirements and limitations.
- Perform a topographic/boundary survey, which will serve as the base for the civil engineering drawings.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- The survey limits shall include Kane Concourse from the west side of the intersection with W Bay Harbor Drive, through the intersection with E Bay Harbor Drive.
- The survey shall include existing boundary, property and easement information, location of all above ground features and identification of all public rights of way.
- Perform four (4) Standard Penetration Tests (SPTs) and two (2) Double Ring Infiltration Tests at the proposed site of the Improvements.

Task 2 – 30% Construction Documents – For the development of this task, the following is the responsibility of the Consultant:

- Preparation of 30% construction plans which are anticipated to include general notes and specifications, existing conditions, demolition, paving plans, and typical cross sections (as applicable) for the purpose of Owner review and comment.
- Engineer's Opinion of Probable Construction Cost (EOPCC) based on the 30% design.

Deliverables:

- 30% Construction Plans – Three (3) printed copies on 11"x17" paper with 1"=40' scale and PDF
- 30% EOPCC – One (1) Hard copy and PDF

Task 3 - 60% Construction Documents – For the development of this task, the following is the responsibility of the Consultant:

- Review and respond to Town comments on the 30% Construction Documents Submittal
- Preparation of 60% construction plans which are anticipated to include general notes and specifications, existing conditions, demolition, paving and grading plans, details and cross sections, and erosion and sedimentation control plans and details for Owner review and comment.

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- Preparation of a stormwater management report to summarize design assumptions, parameters, and calculations meeting Town level of service and regulatory criteria, for Owner review and comment
- Engineer's Opinion of Probable Construction Cost (EOPCC) based on the 60% design.

Deliverables:

- 60% Construction Plans – Three (3) printed copies on 11"x17" paper with 1"=40' scale and PDF
- 60% EOPCC – One (1) Hard copy and PDF
- Stormwater Management Report – One (1) Hard copy and PDF

Task 4 - 90% Construction Documents – For the development of this task, the following is the responsibility of the Consultant:

- Review and respond to Town comments on the 60% Construction Documents Submittal
- Preparation of 90% construction plans which are anticipated to include general notes and specifications, existing conditions, demolition, paving and grading plans, details and cross sections, and erosion and sedimentation control plans and details for the purpose of Owner review and comment and to submit for permit.
- Updates to the stormwater management report to summarize design assumptions, parameters, and calculations meeting Town level of service and regulatory criteria for the purpose of Owner review and comment and to submit for permit.
- Engineer's Opinion of Probable Construction Cost (EOPCC) based on the 90% design.

Deliverables:

- 90% Construction Plans Permit Set – Three (3) printed copies on 11"x17" paper with 1"=40' scale and PDF
- 90% EOPCC – One (1) Hard copy and PDF
- Stormwater Management Report – One (1) Hard copy and PDF

Task 5 – Permitting & Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
  - Florida Department of Transportation (FDOT)
  - Miami-Dade County – Regulatory and Environmental Resources (RER) – Storm water (only as applicable)
  - Miami-Dade County Public Works – Traffic Engineering Division (DTPW)
  - Town of Bay Harbor Islands Public Works
- Consultant shall revise plans and coordinate permit resubmittals.

Task 6 - Bid Documents – For the development of this task, upon completion of Task 5, the following is the responsibility of the Consultant:

- Review and respond to Owner and permitting/regulatory agency comments on the 90% Construction Documents Submittal
- Preparation of a fully biddable set construction plans which are anticipated to include general notes and specifications, existing conditions, demolition, paving and grading plans, details and cross sections, and erosion and sedimentation control plans and details for the purpose of obtaining Bids.
- Engineer's Opinion of Probable Construction Cost (EOPCC) based on the 100% design.

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Miami, FL 33145
Office: +1 (786) 497-1500

Deliverables:

- Construction Plans Bid Set – Three (3) printed copies on 11"x17" paper with 1"=40' scale and PDF
- 100% EOPCC – One (1) Hard copy and PDF

Task 7 – Bidding Assistance

- Attendance at up to one (1) pre-bid meeting
- Reviewing and responding to prospective bidders requests for information (RFIs) pertaining to civil engineering
- Attendance at bid opening meeting
- Reviewing submitted bid responses for technical review and analysis

Deliverables:

- Pre-Bid Meeting Minutes (PDF)
- Bid RFI Responses (PDF or approved electronic communication)
- Bid Response review (PDF)

Task 8 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during the construction phase.
- Provide general weekly observation of the work and verification of testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. Consultant shall attend scheduled inspections. Contractor shall notify the consultant at least 48 hours in advance of any scheduled inspections.
- Coordination of certification/site close out packages, as applicable.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is within the Town of Bay Harbor Islands, Florida.
- Off-site improvements including turn lanes, water/sewer main extensions or replacements, building or structural improvements, electrical, lighting, traffic signalization, telecommunications or other utility improvements of any kind beyond the project limits, or as depicted herein, shall be deemed as an Additional Service item and is not included in this proposal.
- An ERP from SFWMD is not included in this proposal.

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Miami, FL 33145
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- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Landscaping and/or irrigation design is specifically excluded from this proposal..
- Specifications shall be included on the design plans
- No modifications or alterations to any traffic signal is proposed under this proposal
- It is assumed that no traffic impact study of any kind shall be required for this project.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, plans or information in the Town's possession which may be beneficial to the work effort performed by Consultant.
- An official Purchase Order (P.O.) to commence with this work.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide construction documents, bidding assistance and construction inspection and administrative services in accordance with our Professional Services Agreement for General Engineering Services.

The total lump sum fees for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees	Total Fees
1	Utility Coordination, Data Gathering, Site Reconnaissance, Topographic Survey & Geotechnical Exploration	$5,020.00	$5,020.00
2	30% Construction Documents	$10,700.00	$10,700.00
3	60% Construction Documents	$5,710.00	$5,710.00
4	90% Construction Documents	$7,540.00	$7,540.00
5	Permitting & Approvals	$5,180.00	$5,180.00
6	Bid Documents (100% CDs)	$3,300.00	$3,300.00
7	Bidding Assistance	$2,880.00	$2,880.00
8	Limited Construction Administration Support Services	$14,470.00	$14,470.00
	SUBTOTAL	**$54,800.00**	**$54,800.00**
	Reimbursables Allowance	$2,000.00	$2,000.00
	Topographic Survey – Longitude Surveyors, LLC	$16,847.50	$16,847.50
	Geotechnical Engineering – PanGeo Consultants	$6,624.00	$6,624.00
	TOTAL	**$80,271.50**	**$80,271.50**

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services

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Miami, FL 33145
Office: +1 (786) 497-1500

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at **gmendez@chenmoore.com**.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Office Leader Miami / Principal Engineer

Cc: Jose L. Acosta, P.E., Chen Moore and Associates

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500

chen moore and associates

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Kane Concourse Pervious Sidewalk**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Jose Custodio, Town Engineer**
Client Address: **9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154**
Client Phone/Fax: **O (305) 455-7275; M (786) 641-3428**
Client E-mail: **jcustodio@bayharborislands-fl.gov**

CMA Project No. **P21.326.05**
Agreement Date: **December 1, 2021**

FEE: Lump Sum of **$78,271.50 (+ a $2,000.00 Reimbursables Allowance)**

RETAINER: **N/A**

The undersigned agree to the afore-mentioned scope of work. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES (CONSULTANT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

Texture Comparison



Pervious Concrete Properties

- Drainage rate = 3-5 gal/min/ft^2
- Equivalent of 275” to 450” of rain per hour!
  - More than half of all rainfall is provided in rain events that total one-half inch or less.
- 6” section with 20% voids holds 1 – 1 ¼” of rain water
- Higher infiltration rate than subgrade
- Recommend coarse aggregate reservoir base



Dry Detention Pond



Subgrade permeability should be at least 1.5 inches per hour

Pervious Concrete

- Rainwater flow through
- Replenish Aquifer
- Penetrates through quickly leaving dry and safe surface

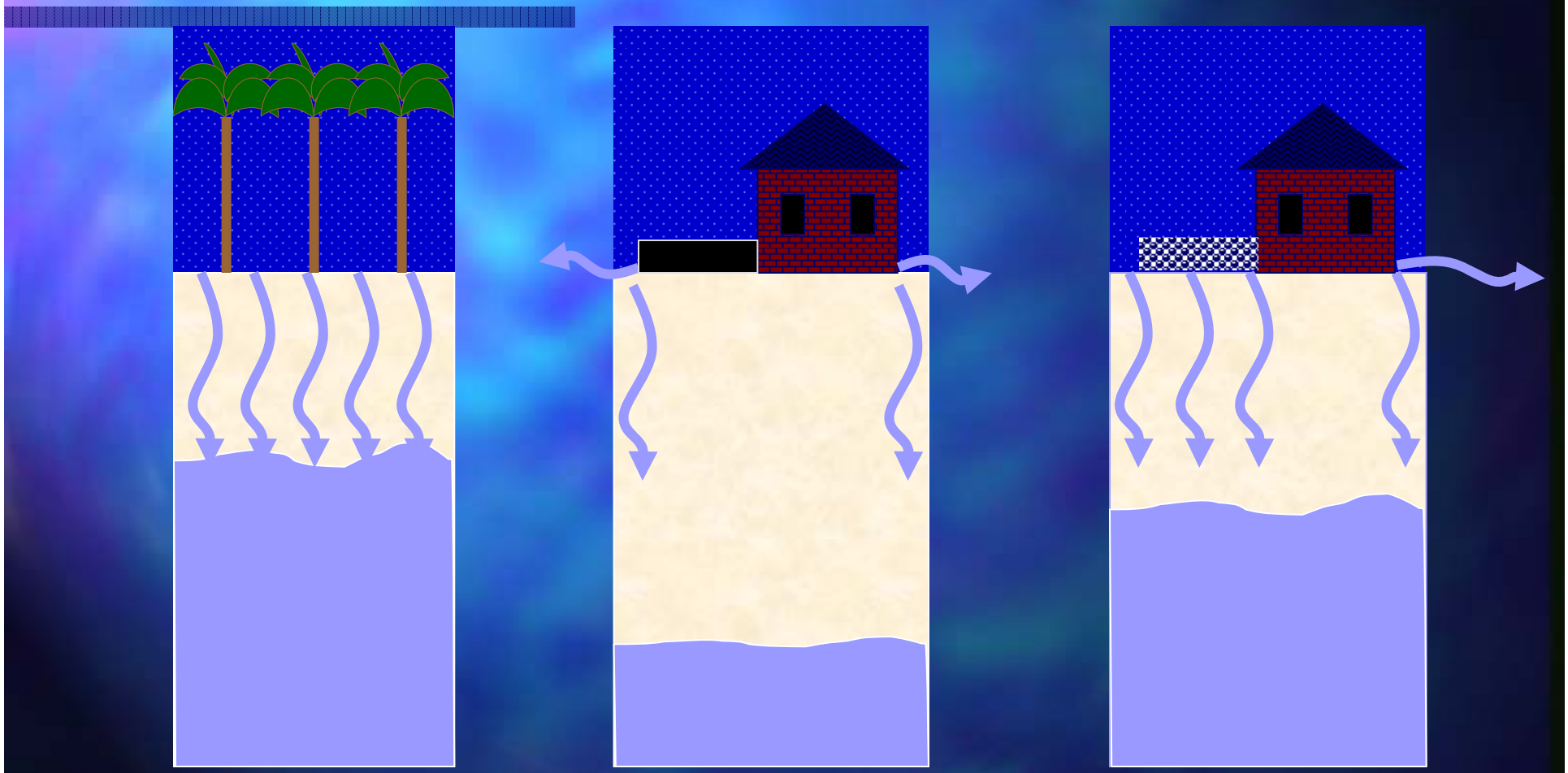


Uses

- Low-Impact Development
- Tree Protection
- Cool Communities



Low Impact Development (Non-Structural BMP)

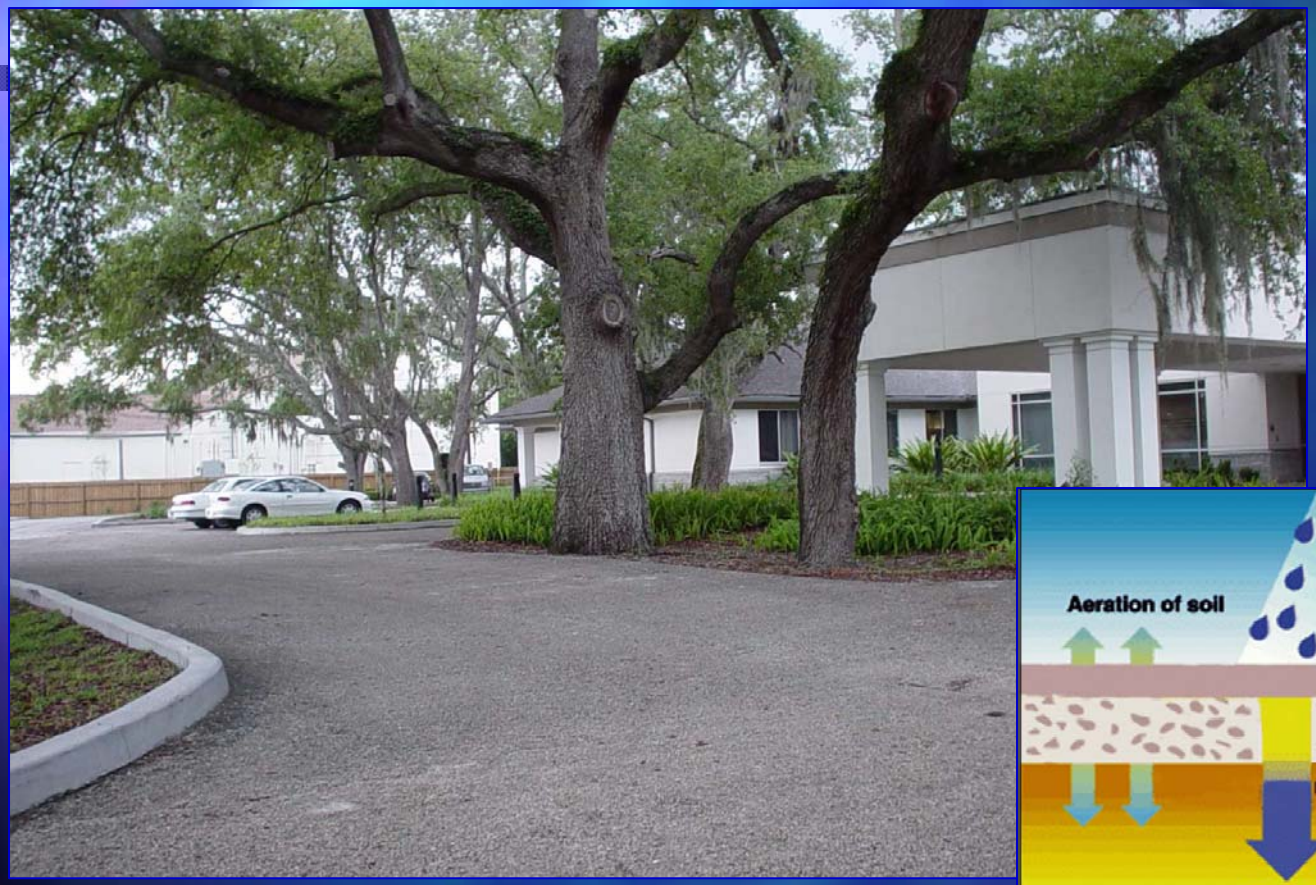


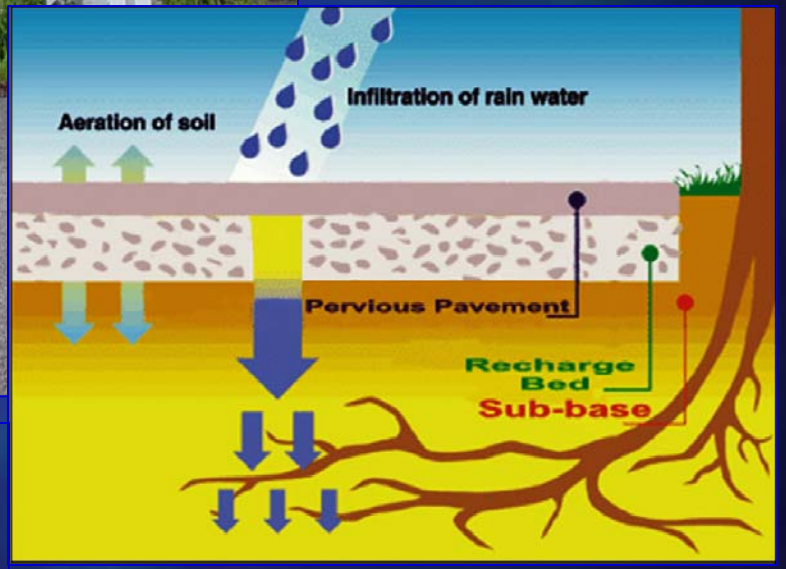
Pre-Development

Post-Development

Low-Impact Development

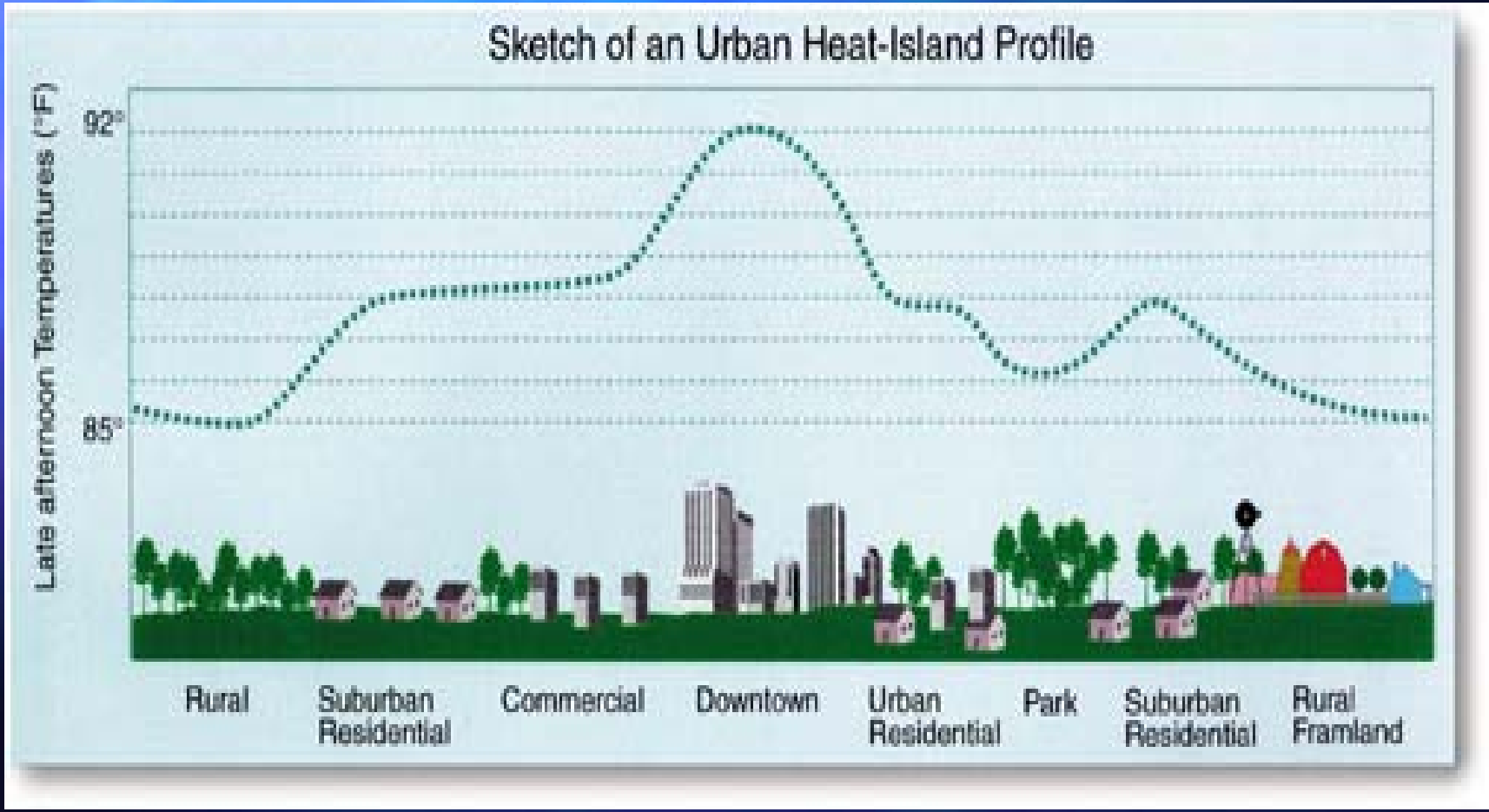
Tree Protection





- Pave within the drip line
- Water & Air filter to roots

Heat Island Effect and Reduced Air Quality



Applications for Pervious Concrete

YES	NO
Parking Lots	Airports
Driveways	Basketball Courts
Residential Streets	Truck Areas
Roadway Base	Industrial Facilities

Application Uses



Access Roads

Application Uses

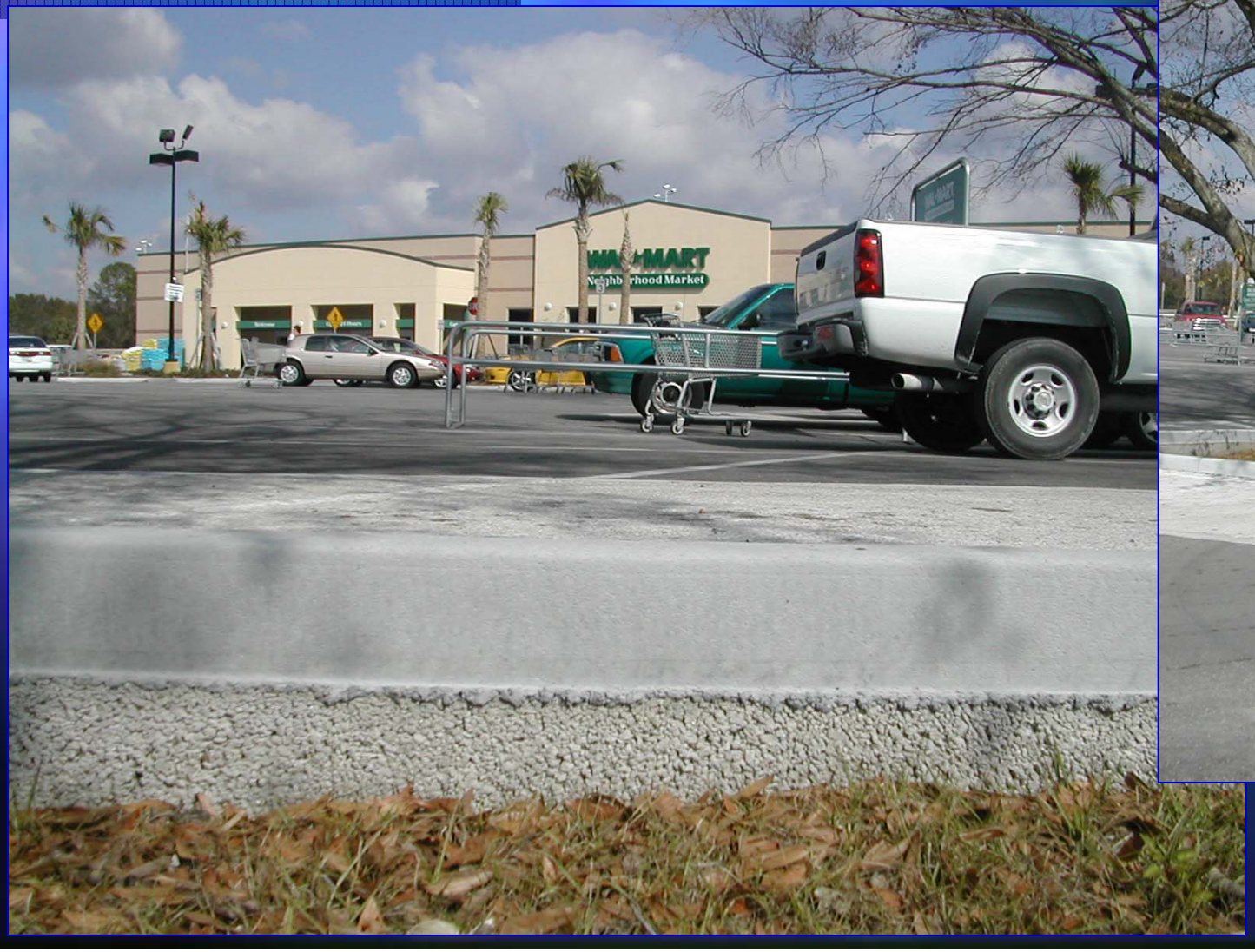


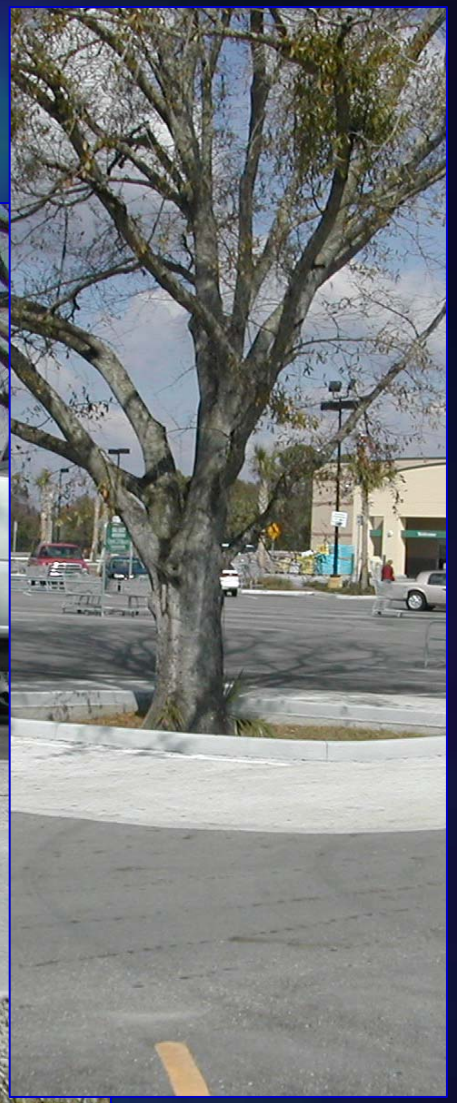
Driveways

Application Uses



Curb Details





Header Curb





Proper Curb



Grade Pavement High



Grade Landscaping Low



No Drainage off Landscaping



Striping



Colored Concrete



The Roller



- 10” Diameter Steel Pipe
- 40 lb/ft
- 10’ Long
- = 400 lbs

Jointing Tool



Other Pointers

No Construction Runoff
No Construction Traffic





Prevent Runoff



Reduction of Runoff



AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 9.

ITEM: Consideration and **approval** to piggyback off the City of Sarasota, Florida contract with LMK Pipe Renewal in an amount not to exceed $200,000 for the continuation of sanitary sewer Cured-in-Place Pipe (CIPP) lining. Enclosed are copies of the bid documents and other supporting documents.

DESCRIPTION:
The Town has, for over a decade, installed Cured-in-Place Pipe (CIPP) liners to sanitary sewer laterals to reduce groundwater infiltration into the sanitary sewer system. The Town would like to piggyback from a recent similar contract let by the City of Sarasota, Florida. This package includes a copy of the City of Sarasota RFP, a bid tabulation from the City of Sarasota, and a breakdown of the bid tabulation using the Town's required quantities to establish a contract price. Although the City of Sarasota had several groups of related services to bid on, the Town only required pricing within groups 3,4,5,7,8,9,10,11, and 13. All other group pay items in the bid were unrelated to the town's needs. LMK Pipe Renewal (LMK), the company that has installed all Town of Bay Harbor Islands sanitary sewer lateral CIPP liners to date, used the contract unit pricing from the Sarasota contract to propose a cost not to exceed $200,000.00 to line approximately 40 sanitary sewer laterals in this fiscal year.

LMK has, and continues to utilize, a patented "T-Liner" process which has been applied to all completed sewer laterals in town to date. Upon inspection, all previously installed CIPP liners by LMK are still free from defects, including groundwater and root infiltration. LMK's proprietary T-Liner process ensures a proper, sealed-gasket connection between the sewer main and each sewer lateral. The sealing process at this critical connection point is something other bidders cannot provide; therefore, it is logical to utilize LMK for the remainder of the ongoing sewer lateral lining project. Attached is a cut sheet showing how T-Liner is utilized to form a truly sealed CIPP connection. In addition, having installed all CIPP liners to date, LMK has a familiarity with the town's sanitary sewer system, a running knowledge of what has been lined, and the logical progression to line the remaining laterals.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
This project is budgeted for the 2021-2022 Fiscal Year ($200,000.00)

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted

BHI-219: Repairs to Sanitary Sewer Laterals with T-Liner	04/30/2022	$200,000.00	402.5350.400063.000	BHI-219: Repairs to Sanitary Sewer Laterals with T-Liner	$200,000.00

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

ATTACHMENTS

1.	SIGNED AGREEMENT SARASOTA WITH LMK PIPE
2.	BHI 219 CONTRACT DOCUMENTS
3.	Sarasota Bid_Form_ITB_21-03CM 11.18.20
4.	LMK CUT SHEET FOR MAIN TO LATERAL CONNECTIONS

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AGREEMENT FOR SANITARY SEWER LATERAL LINING & REHABILITATION SERVICES

THIS AGREEMENT FOR SANITARY SEWER LATERAL LINING & REHABILITATION SERVICES, made and entered into on 14 January 2021 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and LMK PIPE RENEWAL, LLC, a Florida limited liability company, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

WHEREAS, CITY has publicly announced an Invitation to Bid requesting bids for all services necessary to rehabilitate or renew existing sanitary sewer laterals owned and operated by CITY on an as-needed basis pursuant to Invitation to Bid No. 21-03CM; and

WHEREAS, CONTRACTOR has submitted one of two responsive proposals which have been accepted by CITY to provide CITY with said services; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Sanitary Sewer Lateral Lining & Rehabilitation Services so as to set forth the terms and conditions upon which CONTRACTOR will provide said services for CITY'S Utilities Department on an as-needed basis.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. City Manager means the City Manager of the City of Sarasota, Florida, or his designee.

B. Director means the Director of the Utilities Department of the City of Sarasota, Florida, or his designee.

C. Project Scope of Services means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes all labor, expertise, material, equipment, tools, testing, maintenance of traffic, restoration of disturbed areas,

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insurance, tax, overhead and profit necessary to rehabilitate or renew existing sanitary sewer laterals owned by CITY in compliance with the project documents. A more specific description of the Project Scope of Services is set forth in the Standard Technical Specifications consisting of Division 1, General Requirements, and Division 2, Site Work, each of which having been included in Invitation to Bid No. 21-03CM, with a photocopy thereof attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR thereby covenants to provide any or all of the tasks and subtasks identified within Exhibit A. CONTRACTOR will provide the Project Scope of Services in strict conformance with Invitation to Bid No. 21-03CM, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Invitation to Bid No. 21-03CM. In the event of any conflict between the terms set forth in the main body of this Agreement and Invitation to Bid No. 21-03CM, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within Exhibit B, followed by the terms and conditions set forth within Invitation to Bid No. 21-03CM.

2. Project Scope of Services: CONTRACTOR will provide the Project Scope of Services as instructed by the Director on an as-needed basis pursuant to a schedule approved, in advance, in writing by the Director. The Director will be responsible for providing CONTRACTOR notice as to when and where the Project Scope of Services will be required. The Director will cause a Purchase Order to be prepared which identifies any specific Project Scope of Services desired by CITY and to be provided by CONTRACTOR. The Purchase Order will include the specific components of the Project Scope of Services and will set forth the schedule upon which said services must be provided by CONTRACTOR. The Purchase Order will also

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specifically identify the locations at which such Project Scope of Services will be provided. CONTRACTOR will not commence any of the Project Scope of Services until a notice to proceed has been provided by the Director. CONTRACTOR covenants that the Project Scope of Services must be completed to the satisfaction of the Director. There is no assurance as to any minimum amount of Project Scope of Services to be provided by CONTRACTOR. Consequently, there is no assurance that CITY will purchase from CONTRACTOR any minimum amount of Project Scope of Services. The City Manager will be entitled at all times to be advised, in writing, at his request, as to the status of work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadlines or provide the Project Scope of Services to the satisfaction of the City Manager, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay or the reason for inability to provide the Project Scope of Services.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services based upon the unit prices set forth in the ITB #21-03CM Bid Form submitted by CONTRACTOR in response to Invitation to Bid No. 21-03CM. A photocopy of said ITB #21-03CM Bid Form is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to determine the unit prices to be paid CONTRACTOR for the Project Scope of Services provided by CONTRACTOR to CITY. Exhibit B will be used for the unit prices only and not the total or cumulative amounts set forth within Exhibit B. The fees set forth in this Section 3 include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. CITY will pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. CONTRACTOR may invoice CITY no more often than monthly. The amount set forth in each invoice must be consistent with the unit prices set forth in this Section 3. No amount of

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compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement will commence upon complete execution by each of the parties. The initial term of this Agreement will be for a period of two (2) years. CITY may renew this Agreement for one additional one-year period upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 5 is adequate additional consideration supporting this termination for convenience clause.

6. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

7. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

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(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SHAYLA GRIGGS, CITY AUDITOR AND CLERK
SHAYLA.GRIGGS@SARASOTAFL.GOV
(941) 263-6385
1565 FIRST STREET
SARASOTA, FL 34236

CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not limited to, an action for specific performance.

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8. Employment Eligibility: By entering into this Agreement, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes (2020), entitled "Employment eligibility." This obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Failure to comply with this Section 8 will result in termination of this Agreement. If a subcontractor knowingly violates Section 448.095, Florida Statutes (2020), the subcontractor must be immediately terminated by CONTRACTOR. Pursuant to Section 448.095, Florida Statutes (2020), any legal challenge to termination must be filed in the Circuit Court of Sarasota County no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated because CONTRACTOR violated Section 448.095, Florida Statutes (2020), CONTRACTOR cannot be awarded a public contract for a period of one (1) year after the date of said termination.

9. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

10. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

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11. Remedies - Cumulative: All remedies conferred to CITY are cumulative and no one exclusive of the other, or any other remedy conferred by law.

12. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

13. Entire Agreement: This Agreement, including Invitation to Bid No. 21-03CM on file at the office of the Financial Administration Purchasing Division of CITY constitutes the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

14. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

15. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2020).

16. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

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LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, Florida 33309
Attn: Shelly K. Flanery, Manager, Vice President

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 14 January 2021 by the **City of Sarasota, Florida**.

DATED on 08 December 2020 by **LMK Pipe Renewal, LLC.**

CITY OF SARASOTA, FLORIDA

By: DocuSigned by: E1F1B7230A4C48A...
Hagen Brody
Mayor

ATTEST:

By: DocuSigned by: CDE4CA15935542F...
Shayla Griggs
City Auditor and Clerk

Approved as to form and correctness

By: DocuSigned by: 034BE83CD0D6440...
City Attorney

LMK PIPE RENEWAL, LLC

By: DocuSigned by: 4A3E0449D723411...
Shelly K. Flanery
Manager, Vice President

CITY OF SARASOTA
STANDARD TECHNICAL SPECIFICATIONS
Sanitary Sewer Lateral Lining & Rehabilitation ITB 21-03CM

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DIVISION 11: NOT USED

DIVISION 12: NOT USED

DIVISION 13: NOT USED

DIVISION 14: NOT USED

DIVISION 15: NOT USED

DIVISION 16: NOT USED

DIVISION 17: NOT USED

SECTION 00112

DEFINITIONS

Except where specific definitions are used within a specific MANUAL section, the following terms, phrases, words and their derivation shall have the meaning given herein when consistent with the context in which they are used. Words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. **The word "shall" is mandatory, and the word "may" is permissive.**

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO): Any reference to AASHTO standards shall mean latest edition.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI): Any reference to ANSI standards shall mean latest edition.

ARCHITECT: Architect registered with the State of Florida Department of Business and Professional Regulation to provide professional architectural services.

AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM): Any reference to ASTM standards shall mean latest edition.

AS-BUILT SURVEY: Field measurements of vertical and horizontal dimensions of constructed improvements certified by a Surveyor so that the constructed facilities can be delineated in such a way that the location of the construction may be compared with the construction PLANS.

AMERICAN WATER WORKS ASSOCIATION (AWWA): Any reference to AWWA Standards shall mean latest edition.

BOUNDARY AND TOPOGRAPHIC SURVEY: Boundary and topographic survey, map and report certified by a Surveyor that meets the requirements of F.A.C. Chapter 5J-17.

CAPITAL IMPROVEMENT PROGRAM (CIP): City documents that identify planned improvements that will be funded and constructed as identified within the current 5 year C.I.P. Plan for the City's infrastructure.

CITY: The City of Sarasota City Commission, Florida and its employees.

CITY COMMISSION: The City of Sarasota City Commission, Florida.

CITY MANAGER: the person who is responsible for the day to day administration and management of the City of Sarasota, Florida or designee.

CITY OF SARASOTA UTILITIES DEPARTMENT (COSUD): The City of Sarasota entity which has the responsibility of administering, operating, and maintaining the potable water, wastewater, and reclaimed water facilities and infrastructure owned and/or operated by the City.

CITY OF SARASOTA UTILITIES REGULATIONS (SUR): The City of Sarasota, Florida's

Chapter 37 of the CITY CODE, latest edition.

CITY SURVEYOR: The City staff member or hired consultant, licensed by the State of Florida as a professional surveyor and mapper pursuant to Chapter 472, F.S., who is responsible for reviewing surveying related information and documents within the City.

CONTRACTOR: Person, firm, or corporation with whom the contract for work has been made with the CITY or the DEVELOPER.

COUNTY: The Sarasota County (Florida) Board of County Commissioners and its employees.

CROSS CONNECTION CONTROL ASSEMBLY: An assembly that has been manufactured in full conformance with AWWA Standards, latest editions, and meets the laboratory and field performance specifications of the FCCCHR, latest editions. Cross Connection Control Assemblies shall also comply with the requirements of Rule 62-555 F.A.C.

DEVELOPER: Person, firm, or corporation engaged in developing or improving real estate for use or occupancy. Also refer to OWNER.

DEVELOPMENT: Any improvement of real estate for use or occupancy**.**

DEVELOPMENT REVIEW COMMITTEE (DRC): The entity within the City of Sarasota's Neighborhood Development Services Department that reviews all proposed non-residential and residential development plans, etc. in accordance with the ZONING CODE.

DIGITAL UTILITY PLAN: For approvable construction projects, a digital utility plan of the affected construction area shall be submitted in encompassing digital file(s) that is suitable for importing into COSU's GIS. The digital files includes existing, new or altered structures in the work area, geodetic control and survey data, and all x-reference files.

DRAWINGS: Also known as Plans.

ENGINEERING DESIGN CRITERIA MANUAL (EDCM): The City of Sarasota, Florida's Engineering Design Criteria Manual as specified in Chapter 29.5 of the CITY CODE, latest edition.

ELEVATIONS: Vertical elevations based on the North American Vertical Datum 1988 (NAVD 88).

ENGINEER: An individual currently licensed to practice engineering in the State of Florida.

EQUIVALENT RESIDENTIAL CONNECTION (ERC): The water demand and sewage generation value (gpd) for a standard detached single family dwelling.

FLORIDA ADMINISTRATIVE CODE (FAC): The State of Florida's Administrative Code, latest edition.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP): The State of Florida's Department of Environmental Protection.

FLORIDA DEPARTMENT OF HEALTH (FDOH): The State of Florida's Department of Health.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT): The State of Florida's Department of Transportation.

FIRE DEPARTMENT: The Sarasota County Public Safety Department.

FIRE FLOW: The amount of water measured in gallons per minute at a minimum residual pressure of 20 p.s.i that is required to provide adequate fire suppression in accordance with standards established by the FIRE DEPARTMENT.

FLORIDA STATUTES (FS): The State of Florida's Statutes, latest edition.

INSPECTOR: A City employee or consultant that is qualified and authorized to perform inspections on behalf of COSU.

MAINTENANCE OF TRAFFIC (MOT) PLAN:

MANUAL (UM): The City of Sarasota Utilities Manual, latest edition.

MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD): The Federal Highway Administration's "Manual of Uniform Traffic Control Devices", latest edition.

MASTER METER ASSEMBLY: An above ground installation containing a dual body meter assembly, a certified cross connection control assembly, concrete pad, SCADA, piping, valves, and related components.

MASTER PLAN: For projects to be constructed in multiple phases, a master plan for water, wastewater and/or reclaimed water is required. The master plan consists of a utility system layout superimposed on a topographic map, calculations for potable water demand, reclaimed water demand and wastewater flow, as well as a pipe network analysis for flow and pressure distribution.

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA): Any reference to NEMA Standards shall be the latest edition.

NORMAL WORKING DAY: Monday through Friday, excluding CITY holidays.

NORMAL WORKING HOURS: Hours are between the hours of 7:00 a.m. to 6:00 p.m. of a NORMAL WORKING DAY.

NSF INTERNATIONAL (NSF): An independent and accredited organization that develops standards, tests, and certifies products and systems. Any reference to NSF Standards shall be the latest edition.

OWNER: Person, firm, corporation, or governmental unit holding right of possession of the real estate upon which construction is to take place.

PLANS: Drawings prepared by an Engineer or Architect to show the proposed and, when the City approved review process is completed, the CITY approved improvements that are to be constructed.

POTABLE WATER SYSTEM: Potable water distribution and transmission mains, pump stations, fittings, valves, fire hydrants, services, meters, and miscellaneous related appurtenances.

PRIVATE SYSTEMS: Utility systems that are not to be owned, operated, or maintained by

COSU.

PUBLIC WORKS DEPARTMENT: The Public Works Department of the City of Sarasota, Florida.

PUBLIC WORKS DIRECTOR: The person who is responsible for the day to day administration and management of the Public Works Department of the City of Sarasota, Florida.

RECLAIMED WATER REGULATIONS: The City of Sarasota, Florida's "Reclaimed Water Policy".

RECLAIMED WATER SYSTEM: Reclaimed water distribution and transmission mains, pump stations, augmentation wells, fittings, valves, services, meters, and miscellaneous related appurtenances.

RECORD DRAWINGS: Plans certificated by the Engineer that accurately depict the horizontal and vertical locations of all installed utility system components involved in the completed WORK that will include information provided by the Contractor.

REGISTERED HOLDERS: Users of the MANUAL that have provided current email information to the UTILITIES MANUAL REVIEW COMMITTEE so they may be notified of pending revisions to the MANUAL.

RIGHT-OF-WAY PERMIT: Regulations, as established by the City of Sarasota's City Commission, for the governance of the installation of infrastructure within the City's public rights-of-way and easements.

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.

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.

SPECIFIC PURPOSE SURVEY: Survey, map, and report certified by a Surveyor that is performed for any other purpose than is described in F.A.C. Chapter 5J-17 050 of the "Standards of Practice".

STANDARD DRAWINGS: Detailed drawings contained in this MANUAL related to water, wastewater and reclaimed water system materials and installation.

STANDARD FDOT SPECIFICATIONS: Florida Department of Transportation's "Standard Specification for Road and Bridge Construction".

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.

SURVEY COORDINATE VALUES: The survey coordinate values are based on State Plane Coordinates, Florida West Zone in U.S. survey feet, North American Datum of 1983.

SURVEYOR: A Professional Surveyor and Mapper licensed to practice in the State of Florida.

TRAFFIC CONTROL AND SAFE PRACTICES MANUAL: Florida Department of Transportation's "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operation", latest edition.

UTILITIES DEPARTMENT: The Utilities Department of the City of Sarasota, Florida.

UTILITIES DIRECTOR: The person who is responsible for the day to day administration and management of the City of Sarasota Utilities.

UTILITIES MANUAL REVIEW COMMITTEE (COMMITTEE): shall be comprised of the Utilities Engineering Manager, Utilities Treatment Manager, Utilities Pipeline Reliability Manager, and representatives from the Public Works Engineering, City Engineering, and the City Purchasing Divisions, or designees. The Committee shall perform all duties described in Section 37-1 (g) of the SUR. The Utilities Director shall be in-eligible to serve as voting members on the Utilities Manual Review Committee.

UTILITY CONSTRUCTION PERMIT: Regulations, as established by the City of Sarasota City Commission, for the governance of the installation of potable water, wastewater, and reclaimed water infrastructure that will be dedicated to the City and located within public rights-of-way and easements.

UTILITY ACCOMMODATION GUIDE: State of Florida Department of Transportation Utility Accommodation Guide, latest edition.

UTILITY ASSET: Any component of a potable water, reclaimed water, or wastewater system, including, but not limited to, permits, easements, and fee simple properties.

WASTEWATER SYSTEM: Wastewater collection and transmission mains including gravity and force mains, wastewater lift stations, fittings, valves, service laterals, and miscellaneous related appurtenances.

WORK: Labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the approved PLANS.

ZONING CODE: The City of Sarasota, Florida's Zoning Code as specified in Chapter 38 of the CITY CODE, latest edition.

SECTION 00800

GENERAL PROVISIONS

PART 1- GENERAL

1.01 GENERAL

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

B. The Work shall be constructed in accordance with the Contract Documents (plans and specifications). In the event additional information or detail is necessary for a portion of the Work, the City of Sarasota Engineering Design Criteria Manual (EDCM) shall apply.

C. When reference is made to a Division, Section, or Article, it shall mean a Division, Section, or Article of said Specification.

D. When reference is made to a five (5) digit specification number, it shall apply to a section of the City of Sarasota Standard Technical Specifications or a non-standard specification included in the Contract Documents.

E. No additional payment shall be made for compliance with these General Provisions. Any costs or expenses incurred by the Contractor shall be considered subsidiary and incidental to the payment items defined in the Bid Form.

F. Nothing in this Section shall relieve the Contractor of the responsibility for the means, methods, techniques, sequencing (except as required herein) or procedures of construction, or of any other responsibility under the Contract Documents.

G. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make its own investigations to inform itself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

H. References to time shall be in calendar days, etc. unless otherwise stated.

1.02 CONTRACTOR MINIMUM QUALIFICATIONS

A. The City must protect itself by limiting exposure to unproven and unqualified and/or inexperienced Contractors to assure the long-term service of the City's system. The City has, therefore, established standards for Contractor expertise and experience as follows:

1. Sanitary Sewer Lateral Rehabilitation Work Using CIPP Technology: The Contractor performing the Lateral Lining work: a) shall have five (5) continuous years of experience (as a company) installing the CIPP lateral technology specified (LMK Technologies – primary; BLD Services, LLC – secondary) and televising and inspecting sanitary sewer laterals and mains; b) shall have successfully installed/rehabilitated at least 1,000 sanitary sewer laterals over the past 5 years for public agencies in Florida using the CIPP lateral lining technology specified; c) shall be equipped to complete this work expeditiously and in a professional manner; and d) shall assign key personnel for this project with at least five (5) year of experience and with the required certifications and qualifications. **The Contractor shall submit the following information with its bid to document its qualifications**:

a. The number of years of experience (of the company) in performing this type of specialized work for public entity clients.

b. Table listing the number of laterals lined in Florida by public agency.

c. Name of the liner system/technology manufacturer and supplier. The Contractor shall be an approved installer as certified and licensed by the CIPP manufacturer specified (LMK primary; BLD secondary).

d. A list of Public Entity clients in Florida for which the Contractor has performed this type of work within the past five (5) years.

   i. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.

   ii. Installation dates and a description of the actual work performed.

e. Name, business address and telephone number of all sub-contractors and their assigned role for the project.

f. Name(s) of supervisory personnel providing direct supervision for this project and their resumes.

g. List of equipment to be used for the project.

1.03 COOPERATION WITH OTHERS

A. The Contractor shall cooperate with the Owners of any underground or overhead utilities in their removal and rearrangement operations, in order that these may progress in a reasonable manner and that the service rendered by these parties will not be interrupted. The Contractor shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the owner and make arrangements for the interruption which will be satisfactory to the respective utility or City.

B. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the City to work in or about the Work.

C. The City reserves the right to put such other contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the City deems proper.

D. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible.

1.04 SURVEYING

A. Safeguarding Marks:

1. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. Any obstructions placed by the Contractor contrary to this provision shall be removed.

2. The Contractor shall safeguard all points, stakes, grade marks, monuments, property corners, and bench marks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and remarks.

3. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, shall bear the cost of re-establishing them if disturbed or destroyed.

4. The Contractor shall notify the City immediately upon disturbing or destroying any reference marks.

1.05 REPLACEMENT OF TRAFFIC, STREET SIGNS, AND SIGNAL LOOPS

A. Not anticipated for this project.

1.06 GEOTECHNICAL INVESTIGATIONS

A. No geotechnical information is provided with this solicitation. However, the City's Utility Service Area is within a coastal area where the groundwater table could be within a few feet, or less, of the surface. It shall be the Contractor's responsibility to have determined to its satisfaction, prior to the submission of its bid, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way effect the work so that the prices established and bid for the work reflect all costs pertaining thereto.

1.07 PROSECUTION OF WORK

A. Normal hours of operation shall be between 7AM to 4PM Monday through Friday excluding holidays. Work outside of these hours is permissible provided the Contractor receives written authorization from the City in advance. Emergency work may be done at any time without permission. The City shall be notified no later than a half hour after such emergency work has commenced and shall have the option to determine if the work is in fact an emergency. Some work may need to be performed at night between the hours of 9PM and 6AM.

B. Contractor shall submit for approval a plan detailing the manpower, materials and equipment available to perform the Work along with a schedule and sequence of activities. The contractor shall submit a draft plan to the City for review and approval prior to the issuance of each Work Authorization/Purchase Order. Once approved, the plan, and its elements, will be incorporated as part of the contract Work Authorization/Purchase Order. No interruption in wastewater service shall be permitted unless approved by the City in writing in advance. Each effected property owner shall be notified at 48 hours in advance. The Contractor shall be required to bypass wastewater flows as required to facilitate the Work and conform to the requirements of the Project Contract Documents.

C. The Contractor shall provide a full-time experienced project representative at the job site at all times. This can be a working position. The on-site job representative shall be FDOT MOT certified (advanced certification), shall have demonstrated experience and knowledge with applicable OSHA regulations, shall have demonstrated experience and knowledge with all facets of the Work and shall have the authority to make decisions in the field on behalf of the Contractor.

D. Work shall be scheduled so as not to interfere with Special Events. In the event work activities conflict with Special Events, the Contractor shall either re-schedule the work or suspend work and secure the work area. Rescheduling or suspension of work and the securing of the work area shall be at the contractor's expense.

1.08 WORK SITE

A. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work.

B. The Contractor shall perform and complete the work, in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents.

C. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto.

D. The Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

E. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the City notwithstanding.

F. Contractor shall furnish competent personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in these Contract Documents.

G. The Contractor shall do all cutting, fitting, or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the City and in accordance with the Contract Documents.

1.09 PRIVATE LAND

A. The Contractor shall not enter or occupy private land outside the site, except by written agreement with the appropriate legal owners. It shall be the responsibility of the Contactor to determine the legal owners of all private property used. Contractor shall provide the City with a copy of such written agreement.

1.10 WORK LOCATIONS

A. Work locations will be existing sewer laterals as designated by the City.

B. The City will be responsible for the removal and/or relocation of trees, bushes, structures, light poles, signs, sign poles, fences and other similar vertical features that interfere with the Work. The Contractor shall give the City 15 calendar days written notice of any required removals and/or relocations. As determined, and at the sole discretion of the

City, the City may elect not to relocate and/or remove features if in the City's opinion the work can be performed by the Contractor without removing and/or relocating the features.

1.11 CARE AND PROTECTION

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by, or on account of, any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or the Contractor shall make good the damage in other manner acceptable to the City and private property owner, as applicable.

B. If signs, mailboxes, signal loops, other improvements or vegetation are unnecessarily damaged by the Contractor, the Contractor shall replace the damaged items with new equal of better items at its own expense.

C. Protection of Wetland Areas:

1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with local, state and federal regulations.

2. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Regulation or the Southwest Florida Water Management District.

C. All newly constructed work shall be carefully protected from damage in any way. Any portions of the Work damaged shall be reconstructed by the Contractor at his own expense.

D. If, in the final inspection of the work by the City, any defects, faults or omissions are found, the Contractor shall repair, remove and/or replace with proper materials and workmanship any defects, faults or omissions without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

E. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes and all other appurtenances and

facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, wastewater, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

2. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices, support services, and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Drawings or have been located in the field by the utility shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

3. Public utility installations or structures owned or controlled by the City or other governmental body which are shown or described in the Contract Documents to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various contract items. No separate payment shall be made thereof.

4. Where public utility installations of structures owned or controlled by the City or other utility body are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the City and Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the City and Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

5. The Contractor shall, at all times in performance of the work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times; in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

6. The Contractor shall give written notice to City and other governmental utility departments and other owners of public utilities of the location of its proposed construction operations, at least two (2) business days in advance of any excavating work either mechanical or manual.

7. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

8. All material delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the material from the date of delivery to the time that the material is installed, and the City assumes beneficial occupancy.

F. Temporary Structures:

1. Temporary Fences: If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at his own expense.

2. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the City from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

G. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.

H. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the Work, whether or not shown or described in the Contract Documents, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract items and no separate payments will be made therefor.

1. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipes, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely the Contractor’s responsibility.

2. Conditional inspection of buildings or structures in the immediate vicinity of the Work which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

I. Protection of Trees: Unless otherwise directed by the City, all trees and shrubs shall be adequately protected by the Contractor in accordance with the City’s Tree Protection

Ordinance governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by the Contractor or his employees shall be replaced by the Contractor with new stock of equivalent size as measured at Mean Breast Height, at its proper transplanting season, and at the sole expense of the Contractor.

J. Lawn Areas: Unless noted on the Drawings, lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod matching that which was removed or disturbed.

K. Restoration of Property and/or Improvements:

1. Any property, or part thereof, including but not limited to landscaping, fences, structures, signs, mailboxes, walls, driveways, sidewalks or other improvements, that are damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work.

2. The manner in which the property is repaired or replaced, and the materials used in such work shall be subject to the approval of the City.

3. The cost of all labor, materials, equipment, and work for the replacement or repair of any property and/or improvements shall be deemed included in the appropriate Contract item or items, or if no specific item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made, therefore.

1.12 CONTRACT DOCUMENTS

A. The Contractor shall execute and complete the Work in accordance with the Contract documents.

B. Copies Furnished to Contractor:

1. After the Contract has been executed, the Contractor will be furnished one (1) complete set of Contract documents.

C. Supplementary Information:

1. When, in the opinion of the City, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, documents known as Supplementary Information, with specifications pertaining thereto, will be prepared by the City; the Contractor will be furnished one (l) set of Supplementary Information.

2. The Supplementary Information shall be binding upon the Contractor with the same force as the Contract Documents. Where such Supplementary Information requires either less or more than the estimated quantities of work, credit to the City or compensation to the Contractor shall be subject to the terms of the Agreement.

D. Contractor to Check Contract Information:

1. The Contractor shall verify all information contained in the Contract documents and shall notify the City of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall neither relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. Contractor shall not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the City, should such errors or omissions be discovered.

E. Intent:

1. Work not specified in the Specifications but required to carry out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor as though it were specifically delineated or described.

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

3. The Specifications, General Provisions and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete Work. In case of a discrepancy, the Specifications shall rule.

4. The Contractor shall take no advantage of any apparent error or omission in the specifications. If the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

1.13 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. The COSUD maintains an Approved Materials Checklist (the Checklist) for its utilities infrastructure which shall be the basis of selection and supply of all materials and supplies for the Work, unless specified otherwise herein. For items not included in the Checklist nor defined elsewhere in the Contract Documents, the Contractor shall submit requests developed in accordance with Section 1.14 of this Section to the City for approval at least 10 business days in advance of submittal of associated Shop Drawings to afford time for proper investigation and discussion with City. Such pre-approval must be obtained before Shop Drawings for these items may be submitted. No manufacturer shall be approved for any materials to be furnished under this Contract unless it is of good reputation and has a plant of ample capacity. Contactor shall, upon the request of the City, be required to submit evidence that the proposed vendor has manufactured a product similar to the one specified, and that it has been previously used for a like purpose, for a minimum of five (5) calendar years to demonstrate its satisfactory performance.

2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the City's option, that the manufacturer or subcontractor deal directly with the City. Any such transactions shall not in any way release the Contractor from its full responsibility under this Contract.

3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.14 SUBSTITUTIONS FOR SPECIFIED MATERIALS OR EQUIPMENT AS AN APPROVED ALTERNATE

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment or other supplier may be accepted by the City if sufficient information is submitted by the Contractor to allow the City to determine that the material or equipment proposed is an approved alternate to that named. Requests for review of approved alternate items of materials and equipment will not be accepted by the City from anyone

other than the Contractor. If the Contractor wishes to furnish or use an alternate item of material or equipment, the Contractor shall make written application to the City for acceptance thereof, certifying that the proposed alternate will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The requests shall state that the evaluation and acceptance of the proposed alternate will not prejudice the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the alternate for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contact with the City for the Work) to adapt the design to the proposed alternate, and whether or not incorporation or use of the alternate, in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed alternate from that specified, will be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such alternate, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City in evaluating the proposed alternate. The City may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed alternate.

1.15 INSPECTION AND TESTING

A. General:

1. Specific testing to be performed and paid for by the contractor is specified in Sections 02770 – CIPP Lateral Reconstruction. The Contractor shall notify the City of all testing performed so the City can observe the testing.

2. The Contractor shall inspect and verify all materials conform to the Contract Documents prior to installation, during installation and after installation. No materials shall be installed until inspected and approved by the City.

3. For testing performed by the City, the Contractor shall make the necessary accommodations to facilitate the testing including access, lighting, ventilation, and other measures needed to facilitate the testing. The City's testing personnel shall make the necessary inspections, tests and reports. A copy of the report will be given to the Contractor.

4. If, in the making of any test of any material or equipment, it is ascertained by the City that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.

5. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of materials and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Inspection of Materials:

1. The Contractor shall give notice in writing to the City, sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the City will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture.

2. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture:

1. When inspection is waived or when the City so requires, the Contractor shall furnish to the City authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of

physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Demonstration Tests:

1. Upon completion of the work and prior to final payment, all materials installed under this Contract shall be subjected to demonstration tests as specified or required to provide compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all demonstration tests, at no additional cost to the City. The furnishing Contractor shall assist in the demonstration tests as applicable.

F. Final Inspection:

1. During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the Contractor has complied with all requirements set forth and the City has made its final inspection with the Contractor of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.16 SAFETY

A. Accident Prevention:

1. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, rules, best management practices, building codes, and construction codes shall be observed by the Contractor at all times.

2. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596). The Hours and Safety Standards Act (PL 91-54), except where state and local safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with. In call cases, the rules and laws in effect shall be observed.

B. First Aid: The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and a handbook with telephone numbers for emergency medical services (EMS) and shall provide ready access thereto at all times when men are employed on the work.

C. Use of Chemicals: All chemicals used during construction of the Work or furnished for operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

D. Material safety data sheets (MSDS) shall be maintained at the job site at all times for any chemical, material, or compound used, or potentially encountered, at the site.

E. The Contractor shall comply with 29 CFR 1910.146 and any related confined space entry regulations.

F. Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and local Board of Health, or of other bodies or tribunals having jurisdiction.

1.17 PROTECTION OF PUBLIC

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, odors, flooding of adjacent lands, trash, debris, or excessive noise.

B. During the execution of the work, the Contractor shall deploy and maintain all necessary barriers, lighting and other devices around the work area to safeguard the public. Barricades for protection of work and property shall be assured by the Contractor, and it shall continuously maintain proper protection of all its work from damage and shall protect the City's and adjacent property from injury arising in connection with this Contract. All excavations shall be properly protected with suitable removable barricades until backfilled. All such barricades shall be properly lighted at night. The Contractor shall provide all barricades necessary for the proper protection of the public and City's employees. When any Contractor and/or Subcontractor or their employees remove a barricade while working in or around the space that has been barricaded, they shall replace the barricades at each work stoppage period. The Contractor shall remove the barricades when they are no longer needed.

C. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workmen.

D. The Contractor shall be responsible for the proper care and protection of all his materials

and equipment, at the site. The Contractor shall provide temporary building protections as required, until completion of the work, then remove the temporary work and make good any damage.

E. In an emergency affecting the safety of life or of a structure or of adjoining property, not considered by the Contractor as within the provisions above, then the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury and he shall so act, without appeal.

F. Traffic Control:

Within road-rights-of-way, the Contractor shall prepare and submit Traffic Control Plans for each location where work will be performed. Traffic Control plans for work outside of a road-right-of-way shall not require a traffic control plan unless otherwise directed by the City. Traffic Control plans for work impacting an arterial road, as classified in the City's Official Thoroughfare Plan, shall be prepared by a Florida Professional Engineer. Traffic Control plans for work impacting a collector road, as classified in the City's Official Thoroughfare Plan, shall be prepared by a Florida Professional Engineer, unless otherwise directed by the City – in which case the Traffic Control Plan will be treated as if it was for a local/residential road. Traffic Control plans for work impacting a local/residential road, as classified in the City's Official Thoroughfare Plan, shall not require preparation by a Florida Professional Engineer, unless otherwise directed by the City – in which case the Traffic Control Plan will be treated as if it was a collector road. The Contractor shall use and/or reference Florida Department of Transportation (FDOT) Maintenance of Traffic Indexes, latest version, whenever possible when preparing Traffic Control Plans.

During the execution of the work, the Contractor shall deploy MUTCD approved traffic control devices in accordance with the approved Traffic Control Plan.

All detours shall be approved by the City, and other agencies as applicable, in writing in advance. The Contractor shall submit a Traffic Control Plan for review and approval of the City and by other agencies as applicable. The Contractor shall be responsible for the deployment and maintenance of all required traffic control devices.

G. Noise:

1. No person shall operate or cause the operation of any tools used in any construction, repair, alteration or demolition between the hours designated in 1.07 of this specification except for emergency work or by other permit approved by the City.

2. A Special Permit may only be issued for a specified limited period of time and shall set forth such conditions or requirements as shall be deemed necessary to mitigate potential adverse effects upon neighboring properties.

3. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warning except those required by safety laws for the protection of personnel.

4. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers.

5. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

6. Sound levels measured by the City personnel shall not exceed 55 dBA during normal work hours. Sound level shall be measured at the exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the City for excessive noise shall not relieve the Contractor of the other portions of this specification including, but not limited to, completion dates and bid amounts.

H. No extra charge may be made for time lost due to work stoppage resulting from the creation or remediation of a public nuisance.

I. Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, or other public services.

J. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads clean and/or construction areas sprinkled with water at all times.

1.18 CLEANING

A. During Construction:

1. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish, and shall immediately remove the same from any portion of the site if, in the opinion of the City, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible

and liable for all spillage and incur all associated costs including, but no limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning:

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and the Contractor shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

2. The Contractor shall thoroughly clean all equipment and materials installed as part of the Work and shall deliver such materials and equipment undamaged in a bright, clean, polished and new fully operational condition.

1.19 EROSION CONTROL

A. Protection Against Siltation and Bank Erosion:

1. The Contractor shall arrange his operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage channels.

2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the City and Engineer which results from his construction operations.

1.20 STAGING AREA

A. The Contractor shall be responsible for securing staging areas on private property without reliance on the City. Requirements imposed upon the Contractor for the use of the property include are listed below.

1. Use of the space shall be limited to employee parking, parking and maintenance of construction equipment, and staging of manufactured construction components.

2. Storage of loose gravel, dirt, sand and similar material shall not be allowed at the site.

3. At a minimum, Contractor shall install construction fencing around the perimeter of the designated staging area.

4. Contractor shall be required to mow and maintain the property to keep it free from debris.

5. During the use of the staging area, the City shall not be liable for any loss, injury, death, damage etc. to person or property within the limits of the staging area.

6. Contractor shall remove all items brought into the property and may be required to fully seed or sod the limits of the property at the completion of the Work in order to restore the property to its original condition.

B. Use of City Designated Staging Area

1. If a parcel of City-owned property is identified on the plans as a staging area, it shall be made available to the successful bidder should they desire to use such property during the construction of this Work. The staging area shall be made available for the entire length of the contract. The City shall not charge the Contractor for the use of the property. The Contractor shall not make use of such property until such time as the construction contract agreement between the City and the Contractor has been fully approved and a pre-construction conference has been completed.

1.21 LIQUIDATED DAMAGES

A. If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified on the bid form, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate their right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and their sureties shall be liable to the City for any excess cost occasioned the City thereby.

B. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted. **The Contractor shall pay liquidated damages for each consecutive calendar day the Work is delayed beyond the Final Completion date for each assigned Work Authorization/Purchase Order based upon the amounts shown in Table 1.21-1.** The Contractor and their sureties, jointly and severally, shall be liable for the amount thereof. Provided that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the Contractor, included, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes, the Contractor shall within ten (10)

calendar days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes or delay. The City will ascertain the facts and the extent of the delay and extend the time for completing the work when, in their judgment, the finding of fact justify such an extension, and their findings of fact thereon, shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) calendar days by the Contractor to the City, whose decision on such appeal as to the facts of delay and the extension of time for completing the work, shall be final and conclusive on the parties hereto.

Table 1.21-1 – Liquidated Damages

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
$0.00	$50,000.00	$960.00
$50,000.00	$250,000.00	$965.00
$250,000.00	$500,000.00	$1245.00
$500,000.00	$2,500,000.00	$1665.00
$2,500,000.00	$5,000,000.00	$2715.00
$5,000,000.00	$10,000,000.00	$3450.00
$10,000,000.00	$15,000,000.00	$4870.00
$15,000,000.00	$20,000,000.00	$5820.00
$20,000,000.00 over		$9198.00 plus .00005

C. Where actual damages for any delay in completion contemplated by this Section are impossible of determination by reason by the City's election under said Section not to terminate the right of the Contractor to proceed, the Contractor and their sureties, jointly and severally, shall be liable for and shall pay to the City, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted; provided, that the City may accept the work if there has been such a degree of completion as will, in the City's opinion make the Work reasonably safe, fit and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the City may assess damages caused by such delay.

1.22 DISPUTE RESOLUTION

A. Any dispute between the Contractor and the City arising out of activities associated with this Contract will be resolved in accordance with applicable Florida Statutes.

1.23 HAZARDOUS MATERIALS

A. Any hazardous material, other than hazardous materials used or under the control of the Contractor, identified in the field by the Contractor shall be immediately reported to the City. The Contractor shall immediately secure the area, cease work and notify the City. The Contractor is not responsible for the removal, transportation or disposal of hazardous

materials (other than materials and/or debris removed as part of the Contractor's rehabilitation work) pre-existing the Work. The City will take the necessary actions to address pre-existing hazardous materials separate from this Contract.

1.24 PERMITS AND LICENSES

A. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

B. It is anticipated that the following permits will be required to be obtained:

PERMIT	AGENCY
Right-of-Way	FDOT
Right-of-Way	Sarasota County
Right-of-Way	City of Sarasota
NOI Dewatering	FDEP

C. Permit application and issuance fees from the agencies listed above are waived (not charged) to the City of Sarasota Utilities Department. Hence, no permit application or issuance fees are anticipated by the Contractor. If fees are required, the City shall pay the fees directly to the applicable agency. The Contractor shall provide at least 15 business days advance notice to the City of any fees, including the amount owed and documentation verifying the amounts owed and the designated Payee and address.

D. The City shall pay the Contractor, per the unit price listed in the Schedule of Values, for its internal labor, expertise, materials and equipment for the acquisition, administration and close out of the permits listed above.

E. The Contractor shall perform the work in strict compliance with the conditions of the permits.

1.25 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the City and Engineer as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the City and Engineer shall so direct, the rubbish and surplus materials shall be removed.

1.26 PUMPING AND DEWATERING

A. The Contractor, with his own equipment, shall do all pumping necessary to prevent flotation of any part of the Work and other appurtenances during construction operations and to facilitate the execution of the work contemplated for this project. No additional payment will be made for pumping, dewatering, or related issues unless specifically noted in the Bid Form.

1.27 WATER SUPPLY AND SANIATATION FACILITIES:

A. The City Utilities Department will provide a temporary meter and backflow assembly to the Contractor for its use for the Work. The City Utilities Department will pay any and all fees and charges for the meter and water usage. The Contractor shall not use the assembly or water for any other work other than this project, including other City projects. If it is determined the Contractor has or is using the assembly or water for other work, the City Utilities Department will confiscate the assembly and the Contractor shall make its own provisions for water at no cost to the City. The Contractor shall supply and maintain drinking water dispensing facilities and waste collection facilities for its crews as part of the Work with all costs absorbed by the Contractor at no additional cost to the City.

PART 2- MATERIALS- Not Used

PART 3- EXECUTION- Not Used

END OF SECTION

SECTION 00900

ABBREVIATIONS

PART 1- GENERAL

1.01 Abbreviations

A. The following is a listing of primary abbreviations used in this MANUAL.

A

1. AASHTO - American Association of State Highway and Transportation Officials
2. AC - asbestos cement pipe
3. AC - alternating current
4. ACI - American Concrete Institute
5. ACPA - American Concrete Pipe Association
6. AMCA - Air Conditioning and Mechanical Contractors Association
7. amp – ampere
8. ANSI - American National Standards Institute Inc
9. APWA - American Public Works Association
10. ARV - air release valve
11. ASME - American Society of Mechanical Engineers
12. ASTM - American Society of Testing and Materials
14. AWS - American Welding Society
15. AWWA - American Water Works Association

B

16. BLDG – building

17. BM – benchmark

18. BT - buried telephone cable

C

19. CCTV - closed circuit television

20. CD-R - compact disc-read only

21. cfm - cubic feet per minute

22. CGB- circuit group blocking message

23. CIP - cast iron pipe

24. CIP - Capital Improvement Program/Project

25. CIPP - cured in place pipe

26. CLF - chain link fence (black PVC coated)

27. CMP - corrugated metal pipe

28. CMU - concrete masonry unit

29. CO - clean out

30. CONC – concrete

31. CPU - central processing unit

32. CSA - Canada Standards Association

33. CTU - central telemetry unit

D

34. dBA - decibel – A weighting

35. DC - direct current

36. DCCA - Directional Crossing Contractors Association

37. deg – degree

38. dia - diameter

39. DIP - ductile iron pipe

40. DIPRA - Ductile Iron Pipe Research Association

41. dpi - dots per inch

43. DR - Dimension Ratio

45. DRI - Development of Regional Impact

46. DVD - digital video disc/digital versatile disc

47. DW – driveway

48. dwg - AutoCAD file format

49. dxf - data exchange file

E

50. EOP - edge of pavement

51. EDCM - The City of Sarasota's Engineering Design Criteria Manual

52. EPA - United States Environmental Protection Agency

53. EPROM - erasable programmable read-only memory

54. ERC - Equivalent Residential Connection

55. ERU - Equivalent Residential Unit

F

56. FAC - Florida Administrative Code

57. FCC - Federal Communications Commission

58. FCCCHR - Foundation for Cross Connection Control and Hydraulic Research of the University of Southern California

59. FDEP - Florida Department of Environmental Protection

60. FDOH - Florida Department of Health / Sarasota County Health Department

61. FDOT - Florida Department of Transportation

62. FH - fire hydrant

63. FIFO - “first-in”, “first-out” memory or field inspection field office

64. FIG – figure

65. FIP - female iron pipe

66. FLG – flange

67. FM – forcemain

68. FOC - fiber optic cable

69. fps - feet per second

70. FS - Florida Statute

71. ft – foot

72. ft-lb - foot-pound

73. FWPCOA - Florida Water and Pollution Control Operators Association

G

74. GIS - Geographic Information System

75. gpd - gallons per day

76. gpm - gallons per minute

77. GPS - Global Positioning System

78. GPR - Ground Penetrating Radar

79. GSP - galvanized steel pipe

H

80. HARN - Horizontal Accuracy Reference Network

81. HDD - horizontal directional drilling

82. HDPE - high-density polyethylene

83. HMI - human machine interface

84. HORIZ horizontal

K

85. Kv – kilovolt

86. KVA - kilovolt-ampere

87. Kw – kilowatts

I

88. ID - identification number

89. ID - inside diameter

90. IEEE - Institute of Electrical and Electronics Engineers

91. I/O - input/output

92. IPS - iron pipe size

93. ISA - Instrument Society of America

94. ISO - International Standards Organization

L

95. LCD - liquid crystal display

96. LF - linear feet

97. LPA - Planning Board (Local Planning Agency)

M

98. ma – milliamps

99. MAX – maximum

100. MGD - millions gallons per day

101. MH – manhole

102. MHF&C - manhole frame and cover

103. MHz – megahertz

104. mil – millionths

105. MJ - mechanical joint

106. mpd - minutes per day

107. MPEG - digital video file format

109. ms – millisecond

110. MSDS - Material Safety Data Sheets

111. MOT- Maintenance of Traffic

N

112. NACE - National Association of Corrosion Engineers
113. NASSCO - National Association of Sewer Service Companies
114. NCPI - National Clay Pipe Institute
115. NEC - National Electrical Code
116. NUCA - National Underground Contractors Association
117. NEMA - National Electrical Manufacturers Association
118. NETA - International Electrical Testing Association
119. NFPA - National Fire Protection Association
120. NPT - National Pipe Thread
121. NSF - NSF International

O

122. OC - on center
123. OD - outside diameter
124. ODBC - open database connectivity
125. OS&Y - outside screw and yoke
126. OSHA - Federal Occupational Safety and Health Administration

P

127. PACP - Pipeline Assessment Certification Program
128. PCCP - pre-stressed concrete cylinder pipe
129. PD - Planned Development

130. PDF - Adobe Acrobat file format
131. PL - property line
132. PLC - programmable logical controller
133. ppb - parts per billion
134. ppm - parts per million
135. PRV - pressure regulating or reducing valve
136. psf - pounds per square foot
137. psi - pounds per square inch
138. PSP - Preliminary Subdivision Plan
139. PVC - polyvinylchoride pipe

R

140. RAM - random access memory
141. REQ'D – required
142. RJ - restrained joint
143. ROW - right-of-way
144. RTK - real-time kinematic
145. RTD - real-time differential
146. RTU - radio telemetry unit

S

147. SCADA - Supervisory Control and Data Acquisition
148. SSO - Sanitary Sewer Overflow

149. SQ – square
150. SS - stainless steel
151. SUE - Subsurface Utilities Exploration
152. SUR - The City of Sarasota's Water and Wastewater Utilities Regulations

T

153. TBM - temporary benchmark
154. TCP/IP - transmission control protocol/internet protocol
155. THW - thermoplastic heat and water-resistant insulated wire (UL)
156. THWN - thermoplastic heat and water-resistant nylon coated wire (UL)
157. tif - tagged image file format
158. TVSS - transient voltage surge suppressor
159. TW – tracer wire
160. TYP – typical

U

161. UL - Underwriters Laboratories Inc
162. USGS - United States Geological Survey
163. UV - ultraviolet light

V

164. VAC - volt-alternating current
165. VCP - vitrified clay pipe
166. VDC - volt-direct current

167. VFD - variable frequency drive

W

168. WM - water main

169. WSF - wood stockade fence

170. WWF - welded wire fabric

Y

171. yd – yard

PART 2- MATERIALS

PART 3- EXECUTION

END OF SECTION

SECTION 01000

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, expertise, material, equipment, tools, testing, maintenance of traffic, restoration of disturbed areas, insurance, tax, overhead, and profit necessary to rehabilitate and/or renew existing sanitary sewer laterals, in compliance with these project documents, owned and operated by the City of Sarasota. Specific work includes, but is not limited to, safety, maintenance of traffic; traffic control; acquisition and administration of road right-of-way use permits; maintenance of wastewater flows/service during work activities; cleaning of existing sanitary sewer laterals and mains; television inspection of existing laterals; elimination of leaks by injecting chemical grout; installation of CIPP lateral lining system; installation of cleanouts; dewatering; restoration of disturbed areas; and coordination of the work with the City, the public and other contractors/vendors.

B. Work under this contract will be assigned to the Contractor by the City on an" as-needed" basis pursuant to annual need and available funding. Purchase Orders will be issued for assigned work. The City will strive to package groups of lateral lining work into a single Purchase Order, but this is not guaranteed. Assigned work shall be executed in accordance with Contract Documents and shall be completed in a timely manner adherent to the schedule approved by the City for each Purchase Order.

C. The Contractor shall pay liquidated damages pursuant to the requirements and amounts of Section 00800 - General Provisions, 1.21 for each consecutive calendar day completion of the Work is delayed beyond the approved Final Completion Date for each assigned Purchase Order.

PART 2 – PRODUCTS- Not used

PART 3 – EXECUTION- Not used

END OF SECTION

SECTION 01020

TROPICAL STORMS AND HURRICANES PREPAREDNESS/RECOVERY PLAN

PART 1 - GENERAL

1.01 INTRODUCTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

B. The National Weather Service names a tropical weather system and begins to issue advisories as soon as the system reaches tropical storm strength. The advisories are issued every 6 hours. Supplemental advisories are issued at 3 hour intervals when landfall is expected in 24 hours or less.

C. Contractors are fully responsible for any aspect of their construction work that may affect City operations. The duration of this responsibility starts from the first construction day to final acceptance of the equipment or facilities installed. Therefore, during inclement weather, Contractor shall protect, maintain and repair installations as needed in a timely manner.

1.02 DEFINITIONS:

A. Tropical Storm - a tropical storm/cyclone in which the maximum sustained surface winds are 39 miles per hour (34 knots) to 73 miles per hour (63 knots). At this point, the system is given a name to identify and track it.

B. Tropical Storm Watch - a forecast issued well in advance of a severe weather event to alert the public of the possibility of a particular hazard.

C. Tropical Storm Warning - a forecast issued when severe weather has developed, is already occurring and reported, or is detected on radar. Warning states a particular hazard or imminent danger.

D. Hurricane - the name for a tropical cyclone with sustained winds of 74 miles per hour (65 knots) or greater in the North Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the Eastern North Pacific Ocean. The same tropical cyclone is known as a typhoon in the Western Pacific and a cyclone in the Indian Ocean.

E. Hurricane Watch - a formal advisory issued by forecasters at the National Hurricane Center when they have determined that hurricane conditions are a potential threat to a

coastal area or group of islands within a 24 to 36 hour period. A watch is used to inform the public and marine interests of the storm's location, intensity, and movement. Everyone in the area covered by the watch should listen for further advisories and be ready to take precautionary actions including evacuation if directed.

F. Hurricane Warning - a formal advisory issued by forecasters at The National Hurricane Center when they have determined that hurricane conditions are expected in a coastal area or group of islands within a 24 hour period. A warning is used to inform the public and marine interests of the storm's location, intensity, and movement. The warning will specify areas where sustained winds of 74 mph, or higher, are expected to make landfall within 24 hours.

1.03 PREPAREDNESS

A. This plan is designed to supplement any storm preparedness/recovery plan currently established by the Contractor. The preparedness & recovery steps listed below shall be the minimum requirements set by the City of Sarasota for construction areas under contract with the City. City project managers or administrative personnel may also direct specific site requirements.

B. After a Storm Watch is Issued:

1. Contractor's field supervisor or project manager shall communicate with the City's field inspector or City's Project Manager to discuss necessary actions. The Contractor shall obtain a copy of this plan. Emergency phone numbers, including cellular phone numbers, will be exchanged.

2. General cleanup of loose construction items shall be accomplished. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location.

3. Seal and secure all wells that are under repairs to prevent entry of debris or water intrusion.

C. After a Storm Warning is Issued:

1. Contractor's field supervisor or project manager shall communicate with the City's field inspector or City's Project Manager to discuss necessary actions if not previously accomplished. The Contractor shall obtain a copy of this plan. Emergency phone numbers, including cellular phone numbers, will be exchanged.

2. Complete cleanup of construction items and equipment shall be accomplished. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location. 80# of sand/shell

bags shall be placed on each side barricades that must stay in place.

3. No open holes shall be left at the end of daily construction activities.

4. Tighten down all panel fasteners (cover with plastic if needed) and lock electric panels.

D. After a Hurricane Watch is Issued:

1. Contractor shall meet with his/her key personnel and a City representative to discuss preparedness procedures, resolve any unusual circumstances and confirm communication lines.

2. All construction power equipment shall be removed from the public right-of-way and stored at Contractor's facilities. All storm inlets shall be protected and all loose dirt shall be swept from the roadway. Excess signs and barricades shall be stored in a secured location. 120# of sand/shell bags shall be placed on each side barricades that must stay in place. All barricades must be lighted.

3. Be alert for tornado warnings, as hurricanes often spawn tornadoes.

4. All auxiliary and standby equipment should be thoroughly checked to determine its operational condition. Engage stand-by generators when interruptions or fluctuations in power occurs.

5. Fill all fuel tanks of vehicles and auxiliary equipment to capacity. Have sufficient fuel reserves for at least 48 hours of operation stored in approved 5 gallon gas cans.

6. Have spare parts which are critical to the operation of the system stocked on hand.

7. Protect any installed electronic equipment (control panels, pull boxes, computers, etc.) from driving rain or flooding.

8. If an evacuation order is given by local emergency managers, construction personnel who are in an evacuation area have to make a personal decision as to whether or not they will comply with the order. It may be true that a near-by City or county storm shelter is the safest location to wait the storm out.

9. Secure food and water supplies for personnel assigned to keep constructed facilities operational. Supply each individual with a minimum of 8 food packs per person assigned to facility or equipment (military MRE's).

E. After a Hurricane Warning is Issued:

1. Board up and secure all water treatment facilities, including pump stations. This includes sandbagging opening to prevent water intrusion.

2. Make sure all operators that are staying at the construction site during the storm know their assignments as well as the reporting locations for other personnel after the storm.

3. All auxiliary and standby equipment should be thoroughly re-checked out to determine its operational condition.

4. Tighten down all electric panel fasteners (cover with plastic if needed) and lock electric panels and fence gate.

5. Prior to the storm hitting, turn off all unnecessary electrical equipment including lighting.

1.04 RECOVERY PLAN

A. After the Tropical Storm or Hurricane Passes:

1. Survey all construction site damage and notify emergency management agencies, Project Manager and local regulators about utility status including estimation of placing contracted items back in service.

2. Take photos and video of damaged areas to suit any proposed claims.

3. Check installed potable storage tanks and distribution lines for contamination. Proceed with disinfection procedures if required.

4. Determine the status of installed facilities. Power outages can be wide spread and long lasting. Certain equipment such as lift stations can require portable power and/or portable pumping equipment.

5. Coordinate with the City's project manager if additional assistance in manpower or equipment is required.

6. Have electrical systems inspected by a qualified electrical technician before placing the equipment on line.

7. Hurricane recovery activities including labor hours, inventory & supply usage, equipment & vehicle usage and necessary purchases should be well documented for insurance reimbursement purposes. Repairs to facilities should be differentiated as to whether the repair is temporary or permanent.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

B. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from the action of the elements or from any unforeseen difficulties which may be encountered during the execution of the work until the final acceptance by the City.

C. The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and as specified herein. The basis of payment for an item at the price shown in the Proposal shall be in accordance with the description of that item in this Section.

D. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or payment items, he shall include the cost for that work in some other applicable bid item, so that his Proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under lump sum items in this Contract will be in accordance with the Contractor's bid prices and detailed bid item breakdown per Section 01370 Schedule of Values as a percentage of work complete as determined by actual measurement. The City's representative shall witness all field measurements.

B. The quantities for payment under unit price items in this Contract will be determined by actual measurement of the completed items in place or performed that are in conformance with the Contract Documents. The City's representative shall witness all field measurements.

1.03 PAYMENT (BID) ITEMS

1.03.1 GENERAL

A. The payment for various unit items listed below shall include all materials, labor, tools, equipment and incidental work necessary to complete the item in accordance with the plans and specifications whether or not the particular work is mentioned in the following paragraphs.

1.03.2 PAYMENT & PERFORMANCE BONDS (Pay Item 1a)

A. Description: For individual Task Orders or Purchase Orders with a value of $150,000 or more, a Payment and Performance Bond shall be required. The City shall reimburse the Contractor for the actual cost of each Bond plus $400 to cover the Contractor's expenses to obtain each bond.

B. Measurement: Payment will be made based upon the number of bonds required by the City and acquired by the Contractor plus a set fee of $400 (each) to cover the Contractor's labor and miscellaneous costs to acquire each (EA) bond.

C. Payment: Payment will be made at the paid invoice value (actual cost) of the Contractor's invoice from its surety company for the bond plus $400 for each bond required and acquired. The Contractor shall submit a copy of the paid invoice to the City in order to receive reimbursement for the bond. Contractor shall submit the bond to the City to receive the payment of $400. This price shall be full compensation for all costs incurred for the Payment and Performance Bonds described in paragraph A.

1.03.3 PERMITS (Pay Items 2a – 2d)

A. Description: It is anticipated right-of-way use permits from the Florida Department of Transportation (FDOT), Sarasota County and/or the City of Sarasota will be required to facilitate the work. Permit application and issuance fees are not charged to the City (and therefore not charged to the Contractor) by these agencies for right-of-way use permits. The Contractor shall be responsible for obtaining these permits, including, but not limited to, labor, expertise, materials, tools, equipment, postage for the completion and submission of necessary application forms and supporting documents, administration of the permits, all other miscellaneous activities associated with the permits and payment of all costs required to obtain, administer and close out the permits pursuant to the agency's requirements. The Contractor shall be responsible for obtaining dewatering permits (Notice of Intent to Use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities) from the Florida Department of Environmental Protection (FDEP). The City shall pay the contractor the amount equal to the permit application fee charged by FDEP.

B. Measurement: Payment will be made based upon a unit price for each (EA) permit

successfully obtained, administered, and closed out.

B. Payment: Payment will be made at the contract unit price. This price shall be full compensation for all costs incurred for the Permits described in paragraph A.

1.03.4 MAINTENANCE OF TRAFFIC (Pay Items 3a to 3t)

A. Description: Much of the anticipated work is within existing road rights-of-way requiring Maintenance of Traffic. The purpose of this bid item is to provide for the necessary plans, facilities and techniques to facilitate safe and efficient roadway operations and/or to provide access to residences, business, etc., along the project. The bid item includes the preparation, submission and administration of Traffic Control Plans for each work site that will affect traffic safety including providing all necessary expertise, labor, licenses, equipment and tools to prepare and submit acceptable Traffic Control Plans compliant with FDOT and other agency standards; construct and maintain any necessary detour facilities; furnish, install/deploy and maintain traffic control devices (traffic cones, barricades, warning lights, and other safety devices) and techniques (such as flag persons) during construction pursuant to the approved Traffic Control Plan and the MUTCD.

B. Measurement: Payment will be made based upon a unit (hour) price for each Traffic Control Plan (Arterial, Collector, Local/Residential) as specified in Section 00800 – General Provisions, 1.17, F., successfully submitted, approved and administered and closed out; each traffic control device deployed on site per hour, or 30 minute increment thereof, by the Contractor pursuant to the approved Traffic Control Plan; each certified flag person deployed on site per hour, or 30 minute increment thereof, dedicated solely to flagging/traffic control pursuant to the approved Traffic Control Plan. No measurement will be made for maintenance of traffic when all portions of the sewer rehabilitation work are outside of a public street ROW or as otherwise approved by the City in advance.

C. Payment: Payment will be made at the contract unit (HR) price. This price shall be full compensation for all costs incurred for the Maintenance of Traffic work and operations described in paragraph A. No payment will be made for maintenance of traffic associated with warranty work. Contractor shall be paid for each traffic control device deployed per hour or 30-minute increment thereof. For example, if the Contractor deploys 20 traffic cones for a period greater than 30 minutes but less than or equal to 60 minutes, the Contractor would get paid for 20 traffic cones for an entire hour. If the same 20 cones are deployed for a full 30 minutes (or less), the contractor would get paid for 10 traffic cone hours.

1.03.5 CLEANOUT ASSEMBLY (Pay Items 4a through 4d)

A. Description: Provide all labor, expertise, tools, equipment and materials to furnish and

install cleanout assemblies including coordination with property owners, maintaining wastewater flows; removal, disposal and/or salvage of existing improvements; excavation; installation of new cleanout assembly; suitable fill material as needed; placement and compaction of suitable fill material to grade; and testing.

B. Measurement: The quantity measured for payment shall be per cleanout assembly (EA) installed by size and depth category. Depth shall be measured from the top of ground to the invert elevation of the pipe.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.6 CIPP LATERAL LINER (Pay Items 5a and 5b)

A. Description: Provide all labor, expertise, tools, equipment and materials to furnish and install CIPP lateral liners including coordination with property owners; maintaining wastewater flows; installation of new CIPP lateral liner assembly; testing; and restoration of disturbed areas to original or better condition.

B. Measurement: The quantity measured for payment shall be the linear feet (LF) of CIPP lateral liner installed by diameter category.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.7 CIPP LATERAL/MAIN LINER CONNECTION (Pay Items 6a and 6h)

A. Description: Provide all labor, expertise, tools, equipment and materials to furnish and install CIPP Lateral/Main Liner Connections including coordination with property owners; maintaining wastewater flows; installation of new later/main liner connection; testing; and restoration of disturbed areas to original or better condition.

B. Measurement: The quantity measured for payment shall be the number (EA) of liner connections installed.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.8 SEWER MAIN HIGH VELOCITY JET CLEANING (Pay Items 7a and 7d)

A. Description: Provide all labor, expertise, tools, equipment, and materials to clean existing sanitary sewer pipelines using high velocity jet cleaning technology.

B. Measurement: The quantity measured for payment shall be the number of linear feet (LF) cleaned by pipe diameter category.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.9 LATERAL HIGH VELOCITY JET CLEANING (Pay Items 8a and 8b)

A. Description: Provide all labor, expertise, tools, equipment, and materials to clean existing sanitary sewer pipelines using high velocity jet cleaning technology.

B. Measurement: The quantity measured for payment shall be the number of linear feet (LF) cleaned by pipe diameter category.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.10 LATERAL MECHANICAL CLEANING (Pay Items 9a and 9b)

A. Description: Provide all labor, expertise, tools, equipment, and materials to clean existing sanitary sewer pipelines using mechanical cleaning techniques and equipment, including but not limited to root saws, mechanical rodding machines, augers, etc.

B. Measurement: The quantity measured for payment shall be the number of linear feet (LF) cleaned by pipe diameter category.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.11 TV/VIDEO INSPECTION (Pay Items 10a through 10c)

A. Description: Provide all labor, expertise, tools, equipment, and materials to inspect existing sanitary sewer mains and laterals using TV/Video equipment and provide an electronic recording of the inspection to the City.

B. Measurement: The quantity measured for payment shall be the number of linear feet (LF) inspected.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.12 BYPASS PUMPING (Pay Item 11a through 11e)

A. Description: Provide labor, expertise, tools, equipment and materials to bypass

wastewater flows to facilitate the installation of the CIPP liner systems, cleanouts and chemical grout sealing operations, including, but not limited to, pumps (quiet), piping, hoses, fittings, automatic pump controls, plugs, etc.

B. Measurement: The quantity measured for payment shall be the actual number of hours (HR) bypass pumping is active.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.13 WELLPOINT SYSTEM (Pay Item 12a through 12b)

A. Description: Provide labor, expertise, tools, equipment, and materials to furnish and install well point system to remove groundwater including, but not limited to, pumps, piping, hoses, fittings, well points, erosion/sediment control devices, etc.

B. Measurement: The quantity measured for payment shall be the actual number of hours (HR) well point pumping is active.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

1.03.14 REMOVAL & RESTORATION (Pay Item 13a through 13e)

A. Description: Provide labor, expertise, tools, equipment, and materials to remove and restore existing surfaces/treatments including concrete, asphalt pavement, brick pavers, gravel, and sod. This includes removal and disposal of existing surfaces, suitable fill material and placement and compaction of the same, grading, form work, furnish and install materials, finishing, etc. to match the original condition or better.

B. Measurement: The quantity measured for payment shall be the actual square footage (SF) or linear feet (LF) of materials removed and replaced.

C. Payment: Payment will be made at the contract unit price. This price shall be full compensation for the satisfactory completion of all work described in paragraph A.

PART 2- MATERIALS

PART 3- EXECUTION

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

B. Scope of Work: Submit Applications for Payment to the City's Project Manager in accordance with schedule established by Conditions of the Contract and Agreement between the City and Contractor.

1.02 FORMAT AND DATA REQUIRED

A. Submit Application for Payments with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets. See the standard Application for Payment form that shall be used for all projects in Appendix A of these specifications.

B. Provide itemized data on continuation sheet of format, updated schedules, line items and values. Those of the Schedule of Values accepted by the City's Project Manager.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

3. Execute certification with signature of a responsible officer of Contract firm.

4. Contractor shall fully execute each application for payment.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with the application for payment.

5. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the City, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all Subcontractors, as well as an updated schedule.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the City or the City's Project Manager requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures/attachments.

4. For stored products:

   a. Item number and identification as shown on application.

   b. Description of specific material.

   c. Invoice for material

B. Submit one copy of data and cover letter for each copy of application.

C. As a prerequisite for payment, Contractor is to submit: 1) properly executed "Release of Lien" forms from all of vendors, subcontractors and/or agents used by the Contractor for the project verifying payment by the Contractor and 2) properly executed "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the Contractor is requesting, if a surety is required for the work.

D. The Contractor is to maintain an updated set of as-built record information in accordance with Section 01720. As a prerequisite for monthly progress payments, the Contractor is to submit progress as-built record information documenting the percentage of completion of improvements invoiced for review by the City and the City's Project Manager.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments.

1.06 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to the Project Manager at the time stipulated in the Agreement.

B. Number of copies for each Application for Payment:

1. City's Project Manager: One (1) original one (1) electronic original.

2. Contractor: As required for its needs

C. When the City's Project Manager finds the Application properly completed and correct, he will transmit certificate for payment to the City with his signature of approval, with a copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01028

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

B. Promptly implement change order procedures.

1. Provide full written data required to evaluate the time and associated costs of changes.

2. Maintain detailed records of work done on a time-and-material basis.

3. Provide full documentation to City.

1.02 DEFINITIONS

A. Change Order: See General Conditions and Supplementary Conditions.

B. Work Directive Change: A written order to the Contractor, signed by City, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Price or the Contract Time, for inclusion in a subsequent Change Order.

C. Field Order: The City may issue, as required, a written order, instructions, or interpretations, signed by City making minor changes in the Work not involving a change in Contract Price or Contract Time.

1.03 PRELIMINARY PROCEDURES

A. City may initiate changes by submitting a proposal request to Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

B. Contractor may initiate changes by submitting a written notice to City, containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Price and the Contract Time.

4. Statement of the effect on the work of subcontractors or other Contractors.

5. Documentation supporting any change in Contract Price and/or Contract Time.

1.04 WORK DIRECTIVE CHANGE

A. In lieu of proposal request, City may issue a Work Directive Change ordering the Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. The Work Directive Change will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Price and/or Contract Time.

C. City will sign and date the Work Directive Change as authorization for the Contractor to proceed with the changes.

D. Contractor may sign and date the Work Directive Change to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data including labor, equipment, overhead and profit to allow City to evaluate the quotation.

B. On request provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

a. Recommended source of purchase and unit cost.
b. Quantities required.

4. Taxes, insurance and bonds.

5. Credit for work deleted from Contract, similarly detailed and documented.

6. Overhead and profit.

7. Justification for any change in Contract Time. Justification shall include a revised project schedule identifying the impact of the change.

C. Support each claim for additional costs, and for work done on a time-and-material basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of the City's authorized agent who ordered the work, and date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid (Certified Payroll).

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use, and hourly rates.

b. Products used, listing of quantities and receipted bills.

c. Subcontractors billings and description of work performed.

D. Document requests for substitutions for Products as specified in Section 01630.

1.06 PREPARATION OF CHANGE ORDERS

A. City will prepare each Change Order.

B. Change Order: Form included in Division 0.

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. Change Order will provide an accounting of the adjustment in the Contract Price and/or Contract Time.

1.07 LUMP-SUM OR FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. The City's proposal request and Contractor's responsive proposal as mutually agreed between the City and Contractor.

2. Contractor's proposal for a change, as recommended by City.

B. The City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.08 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. City's definition of the scope of the required changes.

2. Contractor's proposal for a change, as recommended by City.

3. Measurement of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between the City and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the Work:

1. The City will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the Work:

1. The City will issue a Work Directive Change directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.

2. At completion of the change, the City will determine the cost of such work based on the unit prices and quantities used. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.

3. The City will sign and date the Change Order to establish the City's recommended change in Contract Price and in Contract Time.

4. The City will sign and date the Change Order as authorization.

5. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 TIME AND MATERIAL WORK DIRECTIVE CHANGE AND CHANGE ORDER

A. The City will issue a Work Directive Change directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in paragraph 1.05 Documentation of Proposals and Claims.

C. The City will recommend the allowable cost of such work.

D. The City will sign and date the Change Order to establish the City's recommended change in Contract Price and in Contract Time.

E. City will sign and date the Change Order as authorization.

F. Contractor shall sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Price.

B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise subcontractor schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 PRODUCTS

PART 3 EXECUTION

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 - GENERAL

1.01 GENERAL

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to provide the services and/or requirements of this Section.

B. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time frames approved by the City and included with each Purchase Order.

1.02 PRIVATE LAND

A. The Contractor shall not enter or occupy private land or utilize their utilities outside the site, except by written permission of the appropriate private property owners. Contractor shall provide Owner a copy of such written permission. Contractor shall coordinate all work with each property owner in advance of the executing the work and throughout the work as needed.

1.03 WORK LOCATIONS

A. Work locations shall be provided by the City. Locations may be within existing rights-of-way, easements or property under the control of the City, Sarasota County or the State of Florida.

1.04 OPEN EXCAVATIONS

A. All open excavations and manholes shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workmen.

B. At the end of each day, the Contractor shall secure all open areas.

1.05 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

1.06 CARE AND PROTECTION OF WORK

A. All newly constructed work shall be carefully protected from damage in any way. All portions damaged shall be reconstructed by the Contractor at his own expense. No wastewater flows shall be permitted until proper curing times are obtained and the CIPP liner and/or connections have been approved by the City.

B. All structures shall be protected in a manner approved by the City. Should any of the work or surrounding areas become damaged as result of the construction activities, which could have been avoided as solely determined by the City, all such damaged portions of the work shall be completely repaired and made good by the Contractor at his own expense and to the satisfaction of the City. If, in the final inspection of the work, any defects, faults or omissions are found, the Contractor shall repair, remove and/or replace with proper materials and workmanship any defects, faults or omissions without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

C. Further, the Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the City.

1.07 MEETINGS

A. Hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of the Work.

1.08 COORDINATION WITH OTHER CONTRACTORS

A. Cooperate with other CONTRACTORs working within the same site or on adjacent sites.

B. Coordinate the Work of this Contract with other CONTRACTORs so as not to interfere

with or hinder the progress or completion of the work being performed by other CONTRACTORs.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01065

PERMITS AND FEES

PART 1 - GENERAL

A. Work in this Section includes all labor, expertise, tools, equipment, material, equipment, testing, tax, overhead, and profit necessary to successfully acquire, administer and close out right-of-way use permits from various agencies.

B. Permit application fees and issuance fees are not anticipated for this project, except for dewatering. If fees are required (other than for dewatering), the City will pay the fees directly to the agency or reimburse the Contractor for the fees actually paid to the agency by the Contractor. Reimbursement shall be made to the Contractor for time and expenses for preparing and submitting permit applications and for the administration and closing out of permits pursuant to the unit prices listed in the approved Schedule of Values.

C. The Contractor shall be responsible for obtaining dewatering permits (Notice of Intent to Use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities) from the Florida Department of Environmental Protection. The permit application fees are $250 for small activities (<5 acres) and $400 for large activities (>5 acres).

D.

E. Work shall be performed in full accordance with the requirements and conditions of the Permits issued for the project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to install, construct, and place into service the items described in this Section to provide a complete and functional system ready for use by the City.

1.01 UTILITY CROSSINGS

A. Not applicable for this project.

1.02 WATERTIGHTNESS

A. CIPP liner system installations and cleanout installations shall be watertight. No visible leakage shall be observed by the City in order to receive approval and acceptance of the work.

1.03 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, odors, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by City personnel shall not exceed 45 dBA between 6 PM and 9 AM on weekends or City holidays or 55 dBA between 6 AM and 7 PM on weekdays. This sound level shall be measured at the exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the City for excessive noise shall not relieve the Contractor of the other portions of this specification including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.04 SUSPENSION OF WORK DUE TO WEATHER

A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the City and Engineer as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from

injury by the weather or otherwise; and, if the City shall so direct, the rubbish and surplus materials shall be removed.

1.05 SPECIAL REQUIREMENTS

A. The following requirements shall govern:

1. No additional payment will be made for pumping or other difficulties encountered due to ground water if in the sole determination of the City the groundwater could be managed without the use of a dewatering system. No additional payment will be made for the management of wastewater if in the sole determination of the City the wastewater could be managed without the use of a pump(s).

2. The Contractor shall, prior to interrupting a utility service (water, wastewater, etc.), coordinate and contact the affected property owner(s) and the City at least 48 hours in advance of performing the work.

3. All material delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the material from the date of delivery to the time that the material is installed, and the City assumes beneficial use.

4. The Contractor shall comply with all applicable OSHA requirements.

1.06 RELOCATIONS

A. Not applicable for this project.

1.07 JURISDICTIONAL DISPUTES

A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the work in order to avoid work stoppages and delays to the project.

1.08 PUMPING

A. The Contractor, with his own equipment, shall do all pumping necessary to bypass wastewater flows around manholes to facilitate the rehabilitation work and cure times for the lining system. The Contractor also shall provide all equipment necessary for dewatering groundwater to allow for the successful installation of the lateral lining system and/or cleanout.

1.09 ADDITIONAL PROVISIONS

A. Before commencing work, the Contractor shall notify the City, in writing, at least five (5) calendar days in advance of the date he proposes to commence such work.

B. The Contractor shall provide at his own cost, all necessary temporary facilities for access to, and for protection of, all existing structures. The Contractor is responsible for all damage to existing structures, equipment, and facilities caused by his construction operations, and must repair all such damage when and as ordered by the City.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary for the requirements described in this Section.

B. The City shall schedule and administer a pre-construction meeting, periodic progress meetings and specially called meetings throughout the progress of the work and shall be responsible for the following:

1. Prepare agenda for meeting.

2. Distribute written notice of each meeting.

3. Make physical arrangements for meeting.

4. Preside at meetings.

5. Record the minutes; include all significant proceedings and decisions.

6. Reproduce and distribute copies of minutes:

   a. To all participants in the meeting.

   b. To all parties affected by decisions made at the meeting.

7. The Contractor shall provide a construction schedule to the City for approval five calendar days before the pre-construction meeting for each Purchase Order.

C. Representatives of other Utility Companies, Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 PRE-CONSTRUCTION MEETING

A. Conduct within ten (10) calendar days after date of issuance of each Purchase Order between City and Contractor.

B. Location: The Utilities Administration Building located at 1750 12th Street, Sarasota, FL.

C. Attendance:

1. Representative from the City of Sarasota.
2. Resident City Inspector, as assigned by City.
3. Contractor's Superintendent.
4. Major Subcontractors.
5. Major Suppliers.
6. Others as Appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
    a. List of major subcontractors and suppliers.
    b. Review of project schedule included with each Purchase Order and specific work schedule of Contractor detailing specific dates and timeframes for work activities.
2. Critical Work Sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
    a. Designation of responsible personnel.
5. Procedures and processing of:
    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change Orders and Interim Field Change Agreements (IFCA's).

e. Applications for Payment.

6. Adequacy of distribution of Contract Documents.

7. Procedures for maintaining Record Documents.

8. Use of premises:

a. Office, work and storage areas.

b. City's requirements.

9. Construction facilities, controls and construction aids.

10. Temporary utilities.

11. Safety and first-aid procedures.

12. Security procedures.

13. Housekeeping procedures.

1.03 PROGRESS MEETINGS

A. Schedule regular periodic meetings, as required.

B. Hold called meetings as required by progress of the Work.

C. Attendance:

1. City of Sarasota staff.

2. Project City Inspector, as assigned by City.

3. Contractor and subcontractor as appropriate to the Agenda.

4. Suppliers as appropriate to the Agenda.

5. Other Utility Companies.

D. Suggested Agenda:

1. Review, approval of minutes of previous meeting.

2. Review of Work progress since previous meeting.

3. Field observation, problems, and conflicts.
4. Problems which impede Construction Schedule.
5. Review of delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule; expedite as required.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Review proposed changes for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.
13. Other business.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01203

JOB SITE ADMINISTRATION

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary for the fulfillment of the requirements of this Section.

B. The City's Project Manager shall be the contact person for the City with the Contractor. The Contractor shall direct all questions concerning this Project to the City's Project Manager. The job site administrative duties of the Project Manager are as follows:

1. Coordinate and provide general direction of the Work and its progress.

2. Review Contractor's Progress and Construction Schedules regularly.

3. Assist in resolution of construction problems.

4. Evaluate Contractor claims for the City.

5. Maintain log of Contractor's submittals

6. Maintain log of Change Orders.

7. Develop and administer a quality control (QC) program.

   a. Proofs of compliance.

   b. Qualifications of testing services.

   c. Define required tests.

   d. Maintain QC reporting system.

   e. Maintain QC records of all tests and test results.

   f. Establish frequency of testing.

8. Physically inspect all construction as required.
9. Observe all Contractor tests.
10. Maintain daily log and construction records.
11. Check and verify Record Information.
12. Review Contractor's Progress Payment requests.
13. Review Contractor's Change Order requests for City.
14. Participate in field management meetings.
15. Provide negotiation assistance on Contractor claims.
16. Report field conditions that prevent construction as designed per the conformed contract documents.
17. On unit-price projects, obtain accurate field measurements.
18. On all jobs, verify Contractor's monthly work quantities.
19. Assist scheduling and ordering required field services.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1- GENERAL

1.01 GENERAL

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. This Section includes general requirements and procedures related to the Contractor's responsibilities for preparing and transmitting Submittals to the City's Project Manager to demonstrate that the performance of the Work will be in accordance with the Contract requirements.

1.02 PRECONSTRUCTION CONFERENCE SUBMITTALS

A. At the pre-construction conference with the Contractor will be conducted shall submit the following items to the City for review:

1. Detailed project schedule listing specific work activities in accordance with Section 01310: Construction Schedules and the project schedule approved as part of the Purchase Order.

2. Shop drawings/cut sheets for all materials, products, equipment and tools to be used for the work.

3. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit

4. A plan of operation in accordance with Section 01310: Construction Schedules.

5. Schedule of values in accordance with Section 01370: Schedule of Values using the same pay items, descriptions and unit prices shown on the bid form. Quantities shall reflect the quantities identified as part of each Purchase Order.

1.03 SHOP DRAWINGS

A. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items.

1. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless

otherwise directed.

2. Manufacturer's Installation Recommendations: Manufacturer's installation recommendations and instructions shall provide written, detailed, step by step preparation and installation of the materials, and products including recommended tolerances and space for maintenance and operation.

B. Submittal Process

1. Number of Copies

1. Wherever called for in the Contract Documents, or where required by the City's Project Manager, submit two (2) copies of each submittal or resubmittal to the City's Project Manager for review. The City's Project Manager may, at her/his sole discretion, allow for electronic submission of submittals. If allowed, electronic submissions shall be submitted in the format requested by the Project Manager.

2. Send all hard cop submittals via mail or hand delivery. Electronic submissions to be sent (via email, drop box, etc.) per the direction of the City's Project Manager.

2. Transmittal Form

1. All submittals shall be accompanied by a standard submittal transmittal form to be approved by the City's Project Manager. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The transmittal form shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

(1) Commission Contract Number

(2) Project name and location

(3) Submittal Numbers. Number sequentially as submitted. Resubmittals shall bear original submittal number and be lettered sequentially.

(4) Product identification

(5) Drawing title, drawing number, revision number, and date of drawing and revision.

(6) Applicable Contract Drawing Numbers and Specification Section and Paragraph Numbers.

(7) Subcontractor's, Vendor's and/or Manufacturer's name, address and

phone number.

(8) Contractor's certification statement.

2. Provide vacant space of approximately 2 1/2-inches high by 4-inches wide adjacent to the identification data to receive the Project Manager's status stamp.

3. Unless otherwise specified, 3 hard copies of a submittal, if submitted as hard copy from the contractor, will be returned to the Contractor, marked with one of the following actions:

1. REVIEWED, NO COMMENTS: Formal revision and resubmission of submittal will not be required.

2. REVIEWED, COMMENTS AS NOTED: Formal revision and resubmission of submittal will not be required. Resubmit a corrected copy to the Project Manager.

3. REVIEWED, COMMENTS ATTACHED - RESUBMIT: Contractor shall revise said submittal and shall resubmit the required number of copies to the Project Manager. Allow thirty (30) days for checking and appropriate action by the Project Manager.

4. REJECTED; REVISE AND RESUBMIT - COMMENTS ATTACHED: Requires corrections or is otherwise not in accordance with the Contract Documents. Contractor shall revise submittal and shall resubmit the required number of copies to the Project Manager. Allow thirty (30) days for checking and appropriate action by the Project Manager.

5. NOT REVIEWED: Submittals that are not reviewed. Such submittals may be used by the Project Manager to verify that construction is performed in accordance with the Contract Documents.

If the submittal is electronic, the City will return the submittal electronically to the Contractor with the actions, listed above, noted on the electronic submittal.

4. Fabrication of an item or purchase of materials shall be commenced only after the Project Manager has reviewed the pertinent submittals and returned copies to the Contractor marked either "REVIEWED, NO COMMENTS "or "REVIEWED, COMMENTS AS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements

C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer. If one or more of the items in such a submittal are not approved, resubmittal of only the unapproved items is required.

D. Catalog, product data or brochures containing various products, sizes and materials shall be highlighted to show the particular item being submitted. Likewise, items not applicable to the Contract shall be marked "not applicable" or crossed out.

E. All Contractor shop drawings submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the City's Project Manager.

1. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items that have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Project Manager, and any delays caused thereby shall be the total responsibility of the Contractor.

2. Each shop drawing submitted by the Contractor shall have affixed to the transmittal the following Certification Statement, signed by the Contractor:
Certification Statement: "By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and I have checked and coordinated each item with other applicable approved drawings and all Contract requirements."

F. Except as may otherwise be indicated herein, the City's Project Manager will return prints of each submittal to the Contractor with its comments noted thereon, within 10 calendar days following their receipt by the City's Project Manager. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the City's Project Manager by the second submission of a submittal item. The City reserves the right to withhold monies due to the Contractor to cover additional costs of the City Project Manager's review beyond the second submittal. The City Project Manager's maximum review period for each submittal, including all resubmittals, will be 310 days per submittal. In other words, for a submittal that requires two resubmittals before it is complete, the maximum review period for that submittal could be 30 days.

G. The Project Manager's review of Contractor shop drawings submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors

in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

1.04 SAMPLES

A. Whenever in the Specifications samples are required, the Contractor shall submit not less than 3 samples of each item or material to the Project Manager for acceptance at no additional cost to the City.

B. Samples, as required herein, shall be submitted for acceptance a minimum of 30 days prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.

C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Manufacturer's name for identification and submitted to the City's Project Manager for acceptance. Upon receiving acceptance of the City's Project Manager, one set of the samples will be stamped and dated by the City's Project Manager and returned to the Contractor, one set of samples will be retained by the City's Project Manager, and one set of samples shall remain at the job site until completion of the Work.

D. Unless indicated otherwise, all colors and textures of specified items presented in sample submittals shall be from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products, or equipment lines and their selection will require an increase in contract time or price, the Contractor will clearly indicate same on the transmittal page of the submittal.

1.05 SCHEDULES AND REPORTS

A. The Contractor's construction schedules and reports shall be prepared and submitted to the City in accordance with the provisions of Section 01310.

1.06 SUBMITTALS REQUIRED BY LAWS, REGULATIONS, AND GOVERNING AGENCIES

A. Promptly submit notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.

B. Transmit to City's Project Manager for City's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

1.07 RECORD INFORMATION

A. Record information shall include photographs of the improvements. Sketches of the improvements or other written information shall be provided as directed by the City's Project Manager. The record information shall clearly, correctly and accurately reflect the as-built conditions.

B. The project shall not be considered to be substantially complete until the record information has been submitted and approved by the City plus all clearances received by all appropriate agencies. One (1) electronic (pdf and/or jpeg) set and one (1) hard copy set of the record information shall be provided.

C. Project Completion: In order for the City to issue final approval and acceptance of any utility project, the following documentation will be required:

D. WASTEWATER

1. Photographs
2. City Approved Record Information
3. Approval from City's Project Manager
4. Correction of All Defective Work
5. Payment of All Fees
6. Acceptance/approval of Site Restoration from City's Project Manager
7. Submission and Approval, by the City, of all required Project Closeout Documents

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary for the fulfillment of the requirements of this Section.

B. Scope of Work:

1. Prepare and submit at the preconstruction conference for each assigned Task Order/Purchase Order a plan of operation describing the general approach for completing the work covered under the Task Order/Purchase Order.

2. After issuance of each Task Order/Purchase Order, prepare and submit to the Project Manager for review and approval estimated construction progress schedules demonstrating complete fulfillment of all contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating and performing the work under this contract (including all activities of subcontractors, equipment vendors and suppliers). The principles and definition CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, but the provisions of this section shall govern the planning, coordinating and performance of the work.

3. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar (Gantt) chart.

1. Provide separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a) Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

b) Identify the first work day of each month.

3. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 11 inches x 17 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by structure.

1.03 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals, Schedule for Shop Drawings, Product Data, and Samples in Accordance with Section 01340. Show:

1. The dates for Contractor's submittals.

2. The date submittals will be required for City-furnished products, if applicable.

3. The dates approved submittals will be required from the City’s Project Manager.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the Project Manager. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the City’s approval of the progress schedule.

E. Scheduling Constraints: The work within the City's property must be completed within the maximum number of days start to finish, as indicated in each Task Order/Purchase Order. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction. Contractor must provide at least ten (10) City business days for the City to review submittal packages.

1.04 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule.

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime Contractors.

1.05 SUBMISSIONS

A. Submit initial schedules to the Project Manager within ten (10) calendar days prior to issuance of Notice to Proceed for each assigned individual Task Order/Purchase Order.

1. The City’s Project Manager will review schedules and return review copy within ten (10) calendar days after receipt.

2. If required, resubmit within seven (7) calendar days after return of review copy.

B. Upon approval of the initial schedule, add calendar dates to the bar chart corresponding to days from Notice to Proceed. The dates given for beginning and ending of the project shall correspond to the date of the Notice to Proceed to the amount of calendar days allowed by

the Task Order/Purchase Order from the Notice to Proceed, respectively, in order to reflect the specified contract schedule duration.

C. Submit revised monthly progress schedules with that month's application for payment. With each request for a partial payment, submit a copy of the progress schedule marked to show the activities completed and partially completed, for which payment is requested.

1.06 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. City's Project Manager
2. Jobsite file
3. Subcontractors
4. Other concerned parties

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary for the fulfillment of the requirements of this Section.

B. Scope of Work:

1. The Contractor shall submit to the City's Project Manager for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. At the Preconstruction meeting following the issuance of each Purchase Order, the Contractor shall submit all required product data and samples.

3.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the City's Project Manager for review. Each and every copy of the submittals shall bear Contractor's stamp showing that they have been so checked. Submittals submitted to the City without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the City's Project Manager.

B. Determine and verify:

1. Field construction/installation criteria.

2. Catalog numbers and similar data.

3. Conformance with Specifications.

C. The Contractor shall not begin any of the work covered by a submittal returned for correction until a revision or correction thereof has been reviewed and returned to her/him, by the City, with approval, unless the work is performed at the contractor's own risk.

E. The Contractor shall submit to the City's Project Manager all submittals sufficiently in advance of construction requirements to provide no less than ten (10) calendar days for checking and appropriate action from the time the Project Manager receives them.

F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawings, Project Data, and Sample submitted.

5. Notification of Deviations from Contract Documents.

6. Submittal Log Number conforming to Specification Section Numbers.

G. The Contractor shall submit two (2) hard copies of descriptive or product data submittals for the City's Project Manager plus the number of copies which the Contractor requires returned. Electronic submission of submittals may be allowed at the sole discretion of the City's Project Manager in the format requested by the City's Project Manager. If samples are required, the Contractor shall submit one (1) sample.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the City's Project Manager of the submittals.

1.03 CITY'S REVIEW OF SUBMITTALS

A. The City Project Manager's review of data and samples submitted by the Contractor will cover only general conformity to the Specifications. The City Project Manager's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of submittals will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;

2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the City's Project Manager, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Project Manager finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the City may return the reviewed drawings without noting an exception.

D. When reviewed by the City's Project Manager, each of the submittals will be identified as having received such review being so stamped and dated. Submittals stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than the corrections requested by the City's Project Manager on previous submissions. The Contractor shall make any corrections required by the Project Manager.

F. If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the City's Project Manager.

G. When the submittals have been completed to the satisfaction of the City's Project Manager, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City's Project Manager.

G. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.

1.04 SUBMITTALS

A. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

B. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Project Title and Number.
2. Name of project building or structure.
3. Number and title of the shop drawing.
4. Date of shop drawing or revision.
5. Name of contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
9. Specification section.

E. If submittals show variations from Contract requirements, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the City's Project Manager along with the required submittals. The installation list shall include at least five (5) installations where identical materials have been installed and have been in operation for a period of at least one (1) calendar year.

H. Only the City's Project Manager will utilize the color "red" in marking Shop Drawing submittals.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Copies of working drawings as noted in Paragraph 1.05 A. above, shall be submitted to the City's Project Manager where required by the Contract Documents or requested by the City's Project Manager, and shall be submitted at least ten (10) calendar days (unless otherwise specified by the Project Manager) in advance of their being required for work.

B. Working drawings shall be signed by a licensed Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Project Manager, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor, the City, and Project Manager shall have no responsibility therefor.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the City's Project Manager, samples required by the Contract Documents or requested by the City's Project Manager. Samples shall be delivered to the City's Project Manager as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the City's Project Manager.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of Project.
2. Name of Contractor and Subcontractor.
3. Material or Equipment Represented.
4. Place of Origin.
5. Name of Producer and Brand (if any).
6. Location in Project.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06 C. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Project Manager. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the City's Project Manager or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. Scope of Work:

1. Submit to the City's Project Manager a Schedule of Values (Schedule) at the Preconstruction Meeting for each individual Purchase Order using the Project Bid Form as the template and in conformance to the pay items listed in Section 01025 of the Project Specifications.

2. The Unit Prices submitted as part of the original bid shall serve as the basis for the development of the Schedule of Values for each assigned Purchase Order. The Schedule of Values developed for each Work Order shall establish the value of the component parts of the Work to be completed and shall be used as the basis for the Contractor's Applications for Payment. Payments to be based upon actual quantities measured in the field.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type Schedule on an 8-1/2 inch x 11 inch or 8-1/2 inch by 14-inch white paper. Contractor's standard forms and computer printout will be considered for approval by the City upon Contractor's request. Identify schedule with:

1. Title of project and location.

2. City's project number and name of City's Project Manager.

3. Name and address of Contractor.

4. Contract designation.

5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during

construction. At a minimum, the schedule of values shall include all items identified in Section 01025, Measurement and Payment.

C. Identify each line item with the number and title of the respective major section of the specifications.

D. For each major line item, list sub-values of major products or operations under the item.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the Engineer.

b. The total installed value.

F. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

1.03 SUBSCHEDULE OF UNIT MATERIAL VALUES

A. Submit a sub-schedule of unit costs and quantities for products on which progress payments will be requested for stored products.

B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.

C. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Project Manager, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised Schedules in same manner.

PART 2 - MATERIALS

PART 3 - EXECUTION

END OF SECTION

SECTION 01400

GENERAL QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. Definitions:

1. Specific quality control requirements for the work are indicated throughout the Contract Documents. In particular, quality control provisions for manufactured products are specified in individual work sections and in other related sections of Division 1; and are not repeated in this section. The requirements of this section are primarily related to the performance of the work beyond the furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify the City's Project Manager's duties relating to Contract quality review and observation.

1.02 QUALITY ASSURANCE

A. General Workmanship Standards:

1. Except as more definitively specified in other sections of Division 1, comply with the recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of tradesman or installer performing the work be pre-qualified, to the extent of being familiar with the applicable and recognized quality standards for his category of work, and being capable of workmanship complying with those standards.

1.03 SUBMITTALS

A. Refer to Section 01300 for the general submittal requirements applicable to inspection and test reports, project photographs, damage surveys, quality control samples, maintenance agreements, guaranties, warranties, and similar documentation of quality compliances as required. Refer to the applicable individual work sections of Division 2 through 17 where applicable for specific certification and submittal requirements.

Copies and Distribution: Where inspection and test reports and certifications are required by governing authorities, provide additional copies as required, and, where required, send copies directly from inspection or testing agency to governing authority.

1.04 PRODUCT DELIVERY-STORAGE-HANDLING

A. Materials, supplies, and equipment delivered to the site shall be inspected for damage, unloaded, and stored with a minimum of handling. Delivered items shall not be stored directly on the ground. Handle, store and protect materials and products, including fabricated components, by methods and means recommended by the manufacturer which will prevent damage, deterioration and losses (and resulting delays), thereby ensuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at the project site prior to installation. Periodically exercise equipment stored in accordance with the manufacturer's recommendations.

B. The City's Project Manager will refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly or unsuitably stored.

C. Materials, supplies or equipment found defective or unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage sites and replaced with new materials, supplies or equipment by the Contractor at no additional cost to the City.

1.05 RESPONSIBILITY FOR INSPECTIONS AND TESTS

A. Contractors Responsibility:

1. It will be the Contractor's responsibility to employ and pay for the services of certified independent testing laboratories, if required by the City to verify the Work. In addition, the Contractor shall pay for all retests required due to failure to meet specifications.

    a. The certified independent testing laboratories qualifications, test procedures, forms and quality control program shall be submitted to the project manager for review and approval.

    b. The City shall not reimburse the Contractor for any re-testing or re-inspection.

2. No failure of test agencies, whether engaged by the City or Contractor, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the Contractor of responsibility for the fulfillment of the requirements of the Contract Documents. It is recognized that the required inspection and testing program is intended to assist the Contractor, City, Project Manager and governing authorities in

the nominal determination of probable compliances with requirements for certain crucial elements of work. The program is not intended to limit the Contractor in his regular quality control program, as needed for general assurance of compliances.

B. Coordination with City:

1. Afford access and reasonable time in the construction sequence for City's inspections and tests to be performed. Cooperate with agencies and provide incidental labor and services needed for the removal and delivery of test samples, and for inspections and taking measurements. Provide patching and restoration services where test samples have been removed.

C. Test Agency Responsibilities:

1. Test agencies, regardless of whether engaged by the City or Contractor, are not authorized to change or negate the requirements of the Contract Documents. Each test agency shall coordinate its assigned work with the construction schedule as maintained by the Contractor and shall perform its work promptly so as not to delay the work avoidably. Observations (by agencies) having a bearing on the work shall be reported to the City's Project Manager, in the most expeditious way possible, and shall be recorded in writing by the agency. Test agency personnel shall not interfere with or assume the duties of the Contractor.

1.06 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances, more rigid standards, or more precise workmanship are specified.

B. Perform work using persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.07 MANUFACTURERS' INSTRUCTIONS

A. Comply with manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, as appropriate.

B. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from City before proceeding.

1.08 MANUFACTURERS' CERTIFICATES

A. As required by individual specification sections, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.09 MANUFACTURERS' FIELD SERVICES

A. As directed by the City, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balancing equipment as applicable.

B. Manufacturers' representative shall submit written report to City listing observations, tests and corrective measures.

PART 2 - PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. All equipment and materials furnished under these specifications shall be new and unused.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Pre-Installation Conferences:

1. Well in advance of the installation of every major unit of work which requires coordination with other work, the Contractor shall meet at the project site with installers and representatives of manufacturers and fabricators who are involved in or affected by the unit of work, and in its coordination or integration with other work which has preceded or will follow. Advise City's Project Manager of scheduled meeting dates. At each meeting, review the progress of other work and preparations for the particular work under consideration including, but not limited to, the requirements of the Contract Documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Record the significant discussions of each conference, and the agreements and disagreements, along with the final plan of action. Distribute record of meeting promptly to everyone concerned, including the City's Project Manager.

2. The Contractor shall not proceed with the work if the associated pre-installation

conference cannot be concluded successfully. The Contractor shall instigate actions to resolve impediments to the performance of the work, and reconvene the conference at the earliest date feasible.

B. Installer's Inspection of Conditions:

1. The Contractor shall require the Installer of each major unit of work to inspect the substrate to receive the work, and the conditions under which the work will be performed, and to report (in writing to the Contractor) unsatisfactory conditions. The Contractor shall not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 INSTALLATION QUALITY CONTROL

A. Manufacturer's Instructions:

1. Where installations include manufactured products, the Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

B. The Contractor shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

1. The Contractor shall provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual effect choices to Engineer for final decision.

2. The Contractor shall recheck measurements and dimensions of the work, as an integral step of starting each installation.

3. The Contractor shall install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion, which will ensure the best possible results for each unit of work, in coordination with the entire work. Isolate each unit of work from noncompatible work, as required to prevent deterioration.

4. The Contractor shall coordinate enclosure (closing-in) of work with required inspections and tests, so as to avoid the necessity of uncovering work for that purpose.

5. The Contractor shall remove all defective work and re-perform the work so as to comply with the requirements of the Contract. This shall be done at the Contractor’s

sole expense. The City shall have the right to self-perform the work or hire another Contractor to complete the work and charge the Contractor under this original contract for costs from another contractor and/or the City's costs, in the event the Contractor for this project fails to perform the work in conformance with the Contract.

C. Mounting Heights:

1. Except as otherwise indicated, the Contractor shall mount individual units of work at the industry-recognized standard mounting heights, for the applications indicated. Refer questionable mounting height choices to the Project Manager for final decision.

D. Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remainder of the construction period.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. This Section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, and control required to enable the construction of the project to progress adequately. Providing adequate facilities at every stage of performing the work is the Contractor's sole responsibility and is not limited by these requirements.

C. Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

1. Except as otherwise indicated, the costs of providing and using temporary utility service are included in the Contract Sum.

D. The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

1. Water service (potable for certain uses).

2. Portable sanitary facilities.

3. Open drainage/run-off control facilities.

4. Compressed air service.

5. Electric power service.

1.02 QUALITY ASSURANCE

A. Regulations:

1. Comply with governing regulations and utility company regulations and recommendations for the construction of temporary utility services; including (but not necessarily limited to) code compliances, permits, inspections, testing, and health and safety compliances.

2. Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and storm water drainage from the project site. Comply with "Environmental Impact" commitments made by the City of the site in securing approval to proceed with the construction of the project.

B. Standards:

1. Comply with the "Manual of Accident Prevention in Construction" by AGC. Comply with NFPA Code 241 "Building Construction and Demolition Operations". The Contractor shall follow all applicable codes and ordinances that may govern.

1.03 STORAGE FACILITIES

A. Storage:

1. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The City's Project Manager will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the City's Project Manager. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the City before any payment will be made.

1.04 OPERATIONS AND TERMINATIONS

A. Inspections:

1. Prior to placing temporary utility services into use, inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.

B. Supervision:

1. Enforce strict discipline in the use of utility services. Limit availability to essential

uses, so as to minimize wastes. Do not allow the installations to be abused or endangered.

C. Protection:

1. Maintain distinct markers for underground lines and protect from damage during excavating operations.

2. The Contractor shall provide adequate signs, barricades, flashing lights, and flagmen and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the State of Florida, Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, as supplemented. All barricades and obstructions shall be protected at night by flashing signal lights, which shall be kept illuminated. Barricades shall be of substantial construction and suitable for night visibility. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

3. The Contractor shall at all times conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the City's Project Manager. No road or street shall be closed to the public, except with the permission of the City's Project Manager and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times, unless approved by the City's Project Manager, the appropriate fire protection agency is notified. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

D. Preservation:

1. Preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, the Contractor at no cost to the City shall immediately restore it to its original condition.

   a. In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, after 48-hours' notice to the Contractor, or if the failure is considered an emergency, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due

the Contractor under this Contract.

b. The Contractor shall be responsible for the protection of property in the vicinity of the project; and for the protection of his equipment, supplies, materials and work against any damage resulting from the elements such as flooding, rainstorm, wind damage, or other natural cause. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from it. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the City's and other properties from such damage.

2. The Contractor will be responsible to contact utility companies to secure their facilities during construction, if such facilities interfere with the progress of the overall project. The Contractor is to include such services in the price of the installation of pipe and facilities throughout the project. No additional payment to the Contractor shall be allowed in the event that the utilities' schedule compromises any proposed scheduled work.

E. Termination and Removal:

1. At the time the need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the City's Project Manager to retain it for a longer period. Complete and restore work, which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Work in this Section includes all labor, expertise, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. Requirements for procurement, handling, and storage of material and equipment.

C. General requirements for equipment.

1.02 RELATED SECTIONS

A. Division 01 - General Requirements

1. Section 01041, Project Coordination
2. Section 01300, Submittals
3. Section 01340, Shop Drawings, Product Data, and Samples
4. Section 01400, General Quality Control
5. Section 01740, Warranties and Bonds

B. Division 02 through Division 17

1. Individual Specification Sections: Specific requirements for material and equipment.

1.03 SUBMITTALS

A. General: As specified in:

1. General Conditions;
2. Section 01300, Submittals;
3. Section 01340, Shop Drawings, Product Data, and Samples;

4. This Section.

B. Products List: At the Preconstruction Meeting submit product data and information with name of manufacturer, trade name, and model number of each product.

1.04 PRODUCT OPTIONS

A. Products specified by reference standards or by descriptions only: Any product meeting those standards can be submitted for approval as an Approved Alternate.

B. Products specified with a provision for substitutions, such as the City's Approved Materials Checklists: Submit a request to the Engineer for substitution as an Approved Alternate for any product not specifically named.

1.05 APPROVED ALTERNATE

A. Document each request with complete data substantiating compliance of proposed substitution with Contract documents.

B. Request constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the specified product.

2. Will provide the same warranty for alternate as for specified product.

3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.

4. Waives claims for additional costs which may subsequently become apparent.

C. Alternates will not be considered when they are indicated or implied on shop drawing or product date submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.

D. Engineer and City will determine acceptability of proposed alternate, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

1.06 QUALITY ASSURANCE

A. Inspection: Verify the Work meets the requirements of the Project Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall be responsible for the delivery, handling of products and shall coordinate storage of materials with operations staff.

B. Equipment shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and storage. Equipment shall be protected from exposure to corrosive fumes and shall be kept thoroughly dry.

C. Each item of equipment shipped shall have a legible identifying mark corresponding to the equipment number shown or specified for the particular item.

D. Transport products by methods which prevent product damage. Deliver products in undamaged condition in manufacturer's unopened containers or packaging, dry. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

E. Load and unload equipment and appurtenances by hoists or skidding. Do not drop products. Do not skid or roll products on or against other products. Pad slings and hooks in a manner which prevents damage to products.

F. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Store products which will be deteriorated by sunlight in a cool location out of direct sunlight. Rubber products shall not come in contact with petroleum products.

G. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering and as recommended by manufacturer; provide ventilation which avoids condensation.

H. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

I. Promptly remove damaged products from the job site. Replace damaged products with undamaged products

1.08 WARRANTIES

A. Furnish to the City manufacturers' written guarantees that equipment will meet requirements of these specifications.

B. Furnish manufacturers' warranties as published in manufacturers' literature and as specified.

1.09 SPARE PARTS

Not applicable for this project.

PART 2 – PRODUCTS

2.01 GENERAL

A. Products include material, equipment, and systems.

B. Comply with Specifications and referenced standards as minimum requirements.

C. Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation and/or application of materials work shall conform to the Project Specifications.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Work in this Section includes all labor, material, expertise, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. Closeout is defined to include the general requirements near the end of the Contract Time, in preparation for final acceptance, final payment, normal termination of the Contract, occupancy by the City and similar actions evidencing completion of the work.

C. Specific requirements for individual units of work are specified in applicable sections of Division 2 through 17.

1.02 REQUIREMEMTS FOR PROJECT (WORK) ACCEPTANCE

A. Prior to requesting City's inspection for Final Acceptance of the Work, as required by the General Conditions (for either the entire work or portions thereof), Contractor shall complete the following and list known exceptions in request:

1. Submit last progress-payment request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.

2. Submit statement showing final accounting of changes to the Contract Sum.

3. Submit special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

4. Obtain and submit occupancy permits, operating certificates, final inspection/test certificates, and similar releases enabling the City's full and unrestricted use of the work and access to services and utilities.

5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the City.

7. Make final changeover of locks and transmit keys to the City, and advise the City's

personnel of changeover in security provisions.

8. Complete start-up testing of systems, and instruction of the City's operating/maintenance personnel.

9. Discontinue (or change over) and remove from the project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

10. Complete the final cleaning.

11. Touch-up and otherwise repair and restore marred exposed finishes.

12. Receive FDEP and FDOH clearance (as required).

12. Complete all City contractual requirements.

1.03 PREREQUISITES FOR FINAL ACCEPTANCE

A. Prior to requesting City's final inspection for certification of final acceptance and final payment, as required by the General Conditions, Contractor shall complete the following and list known exceptions (if any) in request:

1. Submit final payment request with final releases and reports not previously submitted and accepted.

2. Submit updated final statement, accounting for additional changes to the Contract Sum.

3. Submit certified copy of City's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

4. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of the time of substantial completion or when the City took possession of and responsibility for corresponding elements of the work.

1.04 RECORD DOCUMENT SUBMITTALS

A. Specific requirements for record documents are indicated in individual sections of these specifications. The general requirements are indicated in General Conditions. The general submittal requirements are indicated in Section 01300. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-

resistive location; provide access to record documents for the City Project Manager's inspection during normal working hours.

B. As-built Drawings:

1. The Contractor shall mark-up new information which is recognized to be of importance to the City, but was for some reason not shown on either the Contract Drawings or Shop Drawings. The Contractor shall give particular attention to concealed work, which would be difficult to measure and record at a later date. The Contractor shall note related change order numbers where applicable. Information to be shown for construction project shall be in accordance with Record Data specifications.

2. The Contractor shall be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the Contractor.

3. The Contractor shall provide a DVD containing record as-built information.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURE

A. General Operating/Maintenance Instructions:

1. The Contractor shall arrange for each installer of work requiring continuing maintenance (by the City) or operation, to meet with the City's personnel, at the project site, to provide basic instruction needed for proper operation and maintenance of the entire work. The Contractor shall include instruction by manufacturer's representatives where installers are not expert in the required procedures. The Contractor shall review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. The Contractor shall review maintenance and operations in relation applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

3.02 FINAL CLEANING

A. The Contractor shall provide final cleaning of the work, at the time indicated, consisting of cleaning each surface or unit of work to the normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturers' instructions for cleaning operations. The following are examples, but not by way of limitation, of the cleaning levels required:

1. Remove dirt and debris from manholes and surrounding area.

2. Clean project site, yard and grounds, including landscape and development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits. Rake grounds, which are neither planted nor paved, to a smooth, even-textured surface.

B. Time of Final Cleaning:

1. Following the Contractor's certification of "Substantial Completion", and immediately before the City's "Final Acceptance" inspection.

C. Removal of Protection:

1. Except as otherwise indicated or requested by the City, the Contractor shall remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

D. Compliances:

1. The Contractor shall comply with safety standards and governing regulations for cleaning operations. The Contractor shall not burn waste materials at the site, or bury debris or excess materials on the City's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from the site and dispose of in a lawful manner.

2. Where extra materials of value remaining after completion of the associated work have become the City's property, the Contractor shall legally dispose or store at the site as directed by the City.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Section.

B. Scope of Work: Maintain at the site for the City one (l) record copy of:

1. Maps
2. Specifications
3. Addenda
4. Change Orders and other modifications of the contract
5. City's Field Orders or written instructions
6. Approved Shop Drawings, Working Drawings and Samples
7. Field Test records
8. Construction photographs
9. Current As-Built Documents

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

B. Make documents and samples available at all times for inspection by the City.

C. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the City and provide copies of same upon request.

1.03 RECORD AND AS-BUILT DOCUMENTS

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.

1. Do not conceal any work until required information is recorded.

C. Contractor shall document the as-built work using photographs and sketches. Contractor shall document materials used in each manhole and provide documentation to the City for the same in a tabular format.

1.04 SUBMITTAL

A. At Contract closeout, deliver Record Documents to the Project Manager for the City.

1. Contractor shall provide to the City, one (1) hard copy and one (1) electronic copy (pdf) of record/as-built documents.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date

2. Project title and number

3. Contractor's name and address

4. Title and number of each Record Document

5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section includes all labor, material, equipment, testing, tax, overhead, and profit necessary to fulfill the requirements of this Specification section.

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications

2. Co-execute submittals when so specified

3. Review submittals to verify compliance with Contract Documents

4. Submit to the City for review and transmittal to the City

1.02 SUBMITTAL REQUIREMENTS

A. Warranties (or guarantees), bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each

C. Table of Contents: Neatly type, in orderly sequence. Provide complete information for each item.

1. Product of work item

2. Firm, with name of principal, address and telephone number

3. Scope

4. Date of beginning of warranty (guarantee), bond or service and maintenance contract

5. Duration of warranty, bond or service maintenance contract

6. Provide information for City's personnel:

a. Proper procedure in case of failure.

b. Instances which might affect the validity or warranty or bond.

7. Contractor, name of responsible principal, address and telephone number

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches x 11 inches, punch sheets for standard three-post binder

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. The City shall incur no labor or equipment costs during the warranty period.

B. Warranty periods shall start on the date the City formally accepts the all work covered under each, individual Purchase Order.

C. Warranties (or guarantees) shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

D. Contractor shall correct all defects covered under Warranty for this project, at no expense to the City, within ten (10) business days following notification by the City to the Contractor, unless approved otherwise by the City.

E. Lateral Lining System: All CIPP liners shall be certified by the manufacturer for specified material properties for the particular use. The manufacturer warrants the liner

materials to be free from defects for ten years from the date of acceptance. The CONTRACTOR/INSTALLER guarantees the work to be free from defects caused by faulty workmanship for a period of five (5) years from the date of acceptance. During the warranty period, any defects which affect the integrity, strength or water tightness of the installed pipe shall be repaired at the CONTRACTOR's expense.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02751

PREPARATORY CLEANING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnishing materials and equipment for thoroughly cleaning sanitary sewer lateral lines.

B. Removing debris, grease and roots.

C. Maintaining wastewater flow.

1.02 QUALITY ASSURANCE

A. The success of other phases of the work depends on a thorough cleaning of the sewer lateral lines. The intent of this section is to provide a thorough cleaning of each respective sewer lateral line section to ensure the success of subsequent phases of the work.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit for review and approval information detailing the proposed equipment and materials to be used during this operation, as well as the proposed reporting form for manhole and sewer lateral line logs.

B. The CONTRACTOR shall submit to the CITY, immediately after completing the cleaning work, a report of the cleaning that logs each sewer lateral cleaned.

1.04 JOB CONDITIONS

A. It is anticipated that heavy cleaning of the sewer lateral lines will be required.

B. The work may require working in busy streets or in easement areas. The CONTRACTOR shall carry out its operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the city's ROW MOT plan. In addition, the CONTRACTOR shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

C. The CONTRACTOR shall keep the city's field representative informed as to

the location of the sewer cleaning/TV inspection operations at all times.

D. The city's representative shall have full access to the sewer cleaning/TV inspection operations at all times.

PART 2 PRODUCTS

2.01 CLEANING EQUIPMENT

A. High-Velocity Jet (hydro-cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.

B. Special Equipment for Cleaning Cast and Ductile Iron Pipe: To clean tuberculation, roots, rust buildup and mineral deposits from cast iron and ductile iron pipe, the CONTRACTOR may use equipment such as pigs, winch-driven drag scrapers, ultra-high pressure (3500 to 10,000 psi) hydro-cleaning, and chain fitted weed-whackerheads for hydro-cleaning equipment. However, no equipment shall be used which may damage the sewer lateral pipe, or the street.

PART 3 EXECUTION

3.1 GENERAL

A. Sewer lateral line cleaning shall remove foreign materials such as grit, soil, rocks, sand, grease, roots, wood, debris, and rags from the lines and restore the sewer lateral to the original carrying capacity. Special attention shall be used to assure effective removal of encrusted grease deposits and roots, which could interfere with proposed rehabilitation work, including use of mechanical equipment such as porcupines and root cutters. Cleaning shall be thorough and complete so as to be acceptable for inspection by the CITY.

B. There may be conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR shall immediately notify the CITY. If in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the CONTRACTOR shall document the location and extent of such damage and notify the CITY immediately.

C. The CONTRACTOR shall employ experienced personnel and technicians to operate the specified equipment.

3.2 CLEANING PREPARATIONS

A. Prior to cleaning, the CONTRACTOR shall install watertight plugs in the upstream manhole and a grit dam of suitable design and construction in the

downstream manhole to prevent all grit, stones, and other materials from being flushed downstream. When cleaning operations for each section are completed, the watertight plug and grit dam shall be removed.

3.3 WATER SUPPLY

A. No water shall be taken from fire hydrants without written permission. The CONTRACTOR is responsible for obtaining permits and paying the required fees for water obtained from the city water system.

3.4 SEWER LATERAL CLEANING

A. In general, sequential sewer lateral segments shall be cleaned starting at the upstream end and then proceeding downstream. Deviation from this procedure shall be allowed only where approved by the CITY.

B. The designated sewer lateral sections shall be cleaned using high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the Work commences. The CONTRACTOR shall be responsible for proper selection of equipment. The equipment and methods selected shall be satisfactory to the CITY. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lateral lines.

C. The CITY of Sarasota will allow disposal of material cleaned from city sewer laterals at the CITY's Wastewater Treatment Facility without fee. The CONTRACTOR shall make arrangements with the treatment plant superintendent for conditions and schedule of disposal.

3.5 MAINTAINING WASTEWATER FLOWS

A. Maintain wastewater flows in accordance with Section 02780.

3.6 FINAL ACCEPTANCE

A. Acceptance of sewer lateral line cleaning may be made upon CCTV review and/or physical inspection of the cleaned sewer lateral lines by the CITY. If inspection by the CITY shows the cleaning to be unsatisfactory, the

CONTRACTOR shall re-clean and re-inspect the sewer lateral line until the cleaning is shown to be satisfactory. There shall be no additional Contract Time and no cost to the CITY.

B. If repair work will follow the television inspection phase of the work and is delayed more than forty-eight (48) hours after the initial cleaning the section of sewer shall be re-cleaned at no additional expense to the CITY.

END OF SECTION

SECTION 02760

SERVICE LATERAL TELEVISION SURVEY

PART 1 SCOPE

1.1 SCOPE

A. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed-circuit television survey to inspect service laterals.

B. The survey shall show all defects and determine the amount of infiltration entering the service laterals.

1.2 GENERAL

A. After cleaning as specified in Section 02751 and before and after repair/replacement work, the lateral shall be visually surveyed by means of CCTV in the presence of the CITY. The survey shall be performed one lateral at a time.

B. Pre- and post-construction survey video on a flash drive shall be delivered to the CITY accompanied with the corresponding work orders and pre-and post-TV logs, for sewer laterals surveyed. The video on the flash drive shall be direct from a live video source into an MP4 video file, of good quality for viewing. The recording of multiple laterals on a single CD or flash drive is acceptable.

C. The television equipment operator shall be certified under the NASSCO (National Association of Sewer Survey Companies) PACP (Pipe Line Assessment and Certification Program).

1.3 EQUIPMENT

A. The television camera used for the lateral survey shall be one specifically designed and constructed for such survey. A Sonde locating device, or equivalent, shall be attached to the camera. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700-line resolution color video picture. The CONTRACTOR shall always maintain camera in clear focus. Picture quality and definition shall be to the satisfaction of the CITY, and if unsatisfactory, equipment shall be removed and replaced with adequate equipment at no additional cost to the CITY. The lateral camera shall have pan-and-tilt capability.

B. The camera system shall be able to inspect 4 and 6-inch lateral connections up to one-

hundred and fifty (150) feet from the sewer mainline. The launcher shall be mounted on a tread tractor that moves through main sewers and positions the inspection camera launcher opposite the lateral line connection.

C. The camera system shall have mini black and white or a color, fixed position, positioning camera to observe and place the mini color, push, inspection camera at the lateral. The inspection camera shall be attached to an eighty (80) foot long push cable with a fiberglass rod core for cable rigidity. The camera head shall point forward while traveling through the sewer mainline.

D. The camera used from a cleanout shall be able to be launched from the cleanout and travel down to the sewer mainline, up to one-hundred and fifty (150) feet. The camera system shall be able to inspect 4 and 6-inch lateral connections.

E. The video camera shall include a titler feature capable of showing on the tape the following information:

- City, State and street address;
- Date/Time;
- CONTRACTOR's Name;
- Pipe Size (Diameter) and Material;
- Upstream Manhole Number & Distance to Lateral; and,
- On-going Footage Counter.

F. A Sonde, or equivalent, shall be provided for locating unmarked sewer laterals. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movement, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate. The sonde will be inserted into the lateral through a sewer cleanout or, in case of no cleanout, through a roof vent to locate the cleanout as well as unmarked sewer lateral. The sonde may also be attached to the lateral television camera.

1.4 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall comply wit the requirements listed in Section 1.02 of Specification 00800 – General Provisions.

PART 2 PRODUCTS

All inspection information and data (including video) shall be written to digital media (thumb/flash drive and/or CD-ROM).

PART 3 EXECUTION

3.1 PRECONSTRUCTION SURVEY

A. Procedure

1. Prior to any repair work, the entire service lateral (from mainline to property line/cleanout, whichever is further from the mainline) shall be televised;

2. Measurement for location of defects shall be above ground by means of a measurement device. Measurements shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the measuring device shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Linear footage shall be shown on screen during recording;

3. Movement of the television camera shall be temporarily halted for a minimum of ten seconds at each visible point of flow until the source and flow rate from that point are determined;

4. The inspection shall be performed from either the main sewer or the cleanout with proper equipment specified. If the CONTRACTOR chooses to perform the inspection from the cleanout and the cleanout is either inaccessible or does not exist, the City shall install a cleanout to facilitate the inspection. All costs of material, equipment, labor, and other costs due to unspecified field conditions shall be borne by the CONTRACTOR; and,

5. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these locations shall be recorded on the CCTV logs.

B. Field Documentation

1. Television Survey Logs. Location of the lateral by indicating the upstream manhole number, distance from the upstream manhole, lateral connection to the main line (left, center or right), and address of the customer serviced by the lateral, shall be noted on the television survey log. Printed and electrically stored location records shall be kept by the CONTRACTOR and will clearly show the location, in relation to the cleanout or the mainline of each infiltration point observed during survey. Footage shall be shown on the log. In addition, other

points of significance such as unusual conditions, roots, broken pipe, presence of scale and corrosion, and other discernible features will be recorded, and a copy of such records will be supplied to the CITY. Digital photographs of the television picture of problems shall be obtained by the CONTRACTOR upon request of the CITY.

2. Video Recordings. The purpose of video recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall be supplied by the CONTRACTOR. Once recorded, the video becomes the property of the CITY. The CONTRACTOR shall have all video and necessary playback equipment readily accessible for review by the CITY during the Project.

3. Audio. All CD-ROM shall have audio record. As a preamble, at the beginning of the CD-ROM, the CONTRACTOR shall state the following: "(CONTRACTOR's Name) is performing a pre/post TV survey for Job No. _____(provided by the CITY). State date, time, operator's name, area, pipe size and material, upstream manhole number and depth. The CONTRACTOR shall verbally state the position of the lateral with respect to the upstream manhole and describe defects. At the end of each line, state: "End of line" and total linear footage. The city's manhole numbering system shall be used.

3.2 POST CONSTRUCTION SURVEY

A. Procedure

1. The same procedures shall be used as indicated in Section 3.01 PRECONSTRUCTION SURVEY;

2. In addition, the CONTRACTOR shall stop the camera at all point repairs and inspect entire repaired pipe sections;

3. The CONTRACTOR shall invert white foreground to black as needed in the line section with light background;

4. In the case of a post-liner survey, the CONTRACTOR shall fully televise both ends of the liner so that the fit of the liner to the host pipe can be evaluated; and,

5. The post-liner television survey shall be done within two (2) weeks of liner installation.

B. Documentation

1. The same documentation shall be provided as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

3.3 LOCATION OF LATERAL FROM RESIDENCE

A. Procedure

1. If necessary, run a sonde through a roof vent to locate cleanout as well as unmarked sewer lateral. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movements, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate.

B. Documentation

1. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these locations shall be recorded on the TV logs. Location of buried cleanouts, or location for the purposes of installing a new cleanout shall be marked by two (2) measured distances to permanent recoverable objects. CONTRACTOR shall furnish a schematic of these locations with sufficient detail to be able to relocate from above ground, at a later date.

END OF SECTION

SECTION 02768

SEWER SEALING/CHEMICAL GROUTING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Prior to the installation of the CIPP liner, it may be necessary to seal leaks in the lateral and/or main. The work includes all labor, expertise, equipment, tools, and materials to install/inject sealant into joints, cracks, holes, pipe connections, and other areas.

B. Testing

C. Maintaining wastewater flow.

1.02 QUALITY ASSURANCE

A. The Contractor shall provide the necessary expertise and resources to perform the work in compliance with this Section.

B. Pipe sealing shall be conducted at temperatures or conditions which are consistent with the manufacturer's recommendations.

C. Safety Data Sheets (SDS) for all products shall be submitted to the City for all products prior to use.

1.03 RECORDS

A. The Contractor shall furnish records (photographs and videos) showing the exact location of pipe defects sealed.

1.04 OWNER FURNISHED MATERIAL

A. None.

1.05 SUBMITTALS

1. The Contractor shall submit a schedule, methods, equipment and material specifications proposed for the work to the City for approval.

2. Submit a plan for maintenance of wastewater flows including pumps, plugs, pipe size, tank trucks, material, locations, calculations, noise control methods, etc., to the City for approval.

3. SDS for all compounds used.

4. The Contractor shall submit, for acceptance by the City, catalog cut sheets, manufacturer's descriptive literature and other necessary information to the City prior to the start of construction and in conformance with Section 01300 and/or 01340, all in conformance with the Contract Documents.

1.06 JOB CONDITIONS

A. Existing Conditions: It shall be the Contractor's responsibility to verify the condition of the pipelines and installation requirements prior to starting the work.

B. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the approved Traffic Control Plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

1.07 QUALIFICATIONS

A. Personnel installing/injecting sealant shall be experienced and properly certified.

PART 2 PRODUCTS

2.01 SEALING MATERIALS

A. Sealing material shall be a chemical grout with the following general characteristics:

1. Able to react and cure in the presence of groundwater, while being injected.

2. The sealant (grout) must prevent the passage of water through the manhole defect grouted.

3. After curing, the material must remain flexible.

4. The grout must be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.

5. The sealant must not be biodegradable.

6. The grout must be chemically stable and resistant to mild concentrations of acids, alkalis and organics found in normal sewage.

7. Packaging of grout components must be compatible with field storage handling requirements and must provide for worker safety and handling.

8. Mixing of the component materials must be field compatible and must not require precise measurements of the ingredients by field personnel.

9. Cleanup must be accomplished without use of flammable or hazardous chemicals.

10. Residual sealing materials must be easily removable from the sewer prevent reduction or blockage of the sewer flow.

11. Sealant must meet the performance attributes of APWA "Assessment of Sewer Sealants" published by the USEPA (Grant No. R806567-01).

12. Controllable reaction time of ten (10) seconds to more than one (1) hour.

13. Viscosity that can be adjusted to approximately one (1) centipoise or greater.

14. Viscosity that remains constant throughout the induction period.

15. Ability to tolerate some dilution and for the reaction to occur in moving water.

B. Specific sealing materials shall be selected based on field conditions and manufacturers recommendations.

C. Acrylamide base gel sealing material shall possess the following characteristics:

1. A minimum of ten (10) % acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength or offset dilution during injection.

2. The ability to tolerate some dilution and react in moving water injection.

3. A viscosity of approximately two (2) centipoise which can be increased using additives.

4. A constant viscosity during the reaction period.

5. A controllable reaction time from ten (10) seconds to one (1) hour.

6. A reaction (curing) which produces a homogeneous, chemically non-biodegradable, firm, flexible gel.

7. The ability to increase mix viscosity, density, and gel strength using additives.

D. Acrylic base gel chemical sealing materials shall possess the following properties and characteristics:

1. A minimum of ten (10) % acrylic base material by volume in the total sealant mix. A higher concentration (%) of acrylic base material may be used to increase strength or offset dilution during injection.

2. The ability to tolerate some dilution and react in moving water during injection.

3. A viscosity of approximately two (2) centipoise which can be increased with additives.

4. A constant viscosity during the reaction period.

5. A controllable reaction time from five (5) seconds to six (6) hours.

6. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, flexible gel.

7. The ability to increase mix viscosity, density, and gel strength using additives.

E. Acrylate base gel chemical sealing materials shall possess the following properties and characteristics:

1. A minimum of twelve (12) % acrylate base material by weight in the total sealant mix. A higher concentration (%) of acrylate base material may be used to increase strength or offset dilution during injection. Note: if the acrylate base material is in a forty (40) % solution, it must comprise thirty (30) % by weight of the total sealant mix to have twelve (12) % base material.

2. The ability to tolerate some dilution and react in moving water during injection using a low void packer.

3. A viscosity of approximately two (2) centipoise which can be increased with additives.

5. A constant viscosity during the reaction period.

6. A controllable reaction time from ten (10) seconds to one (1) hour.

7. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, flexible gel.

8. The ability to increase mix viscosity, density and gel strength using additives.

F. Urethane base gel chemical sealing material shall possess the following properties and characteristics:

1. One (1) part urethane prepolymer thoroughly mixed with between five (5) and ten (10) parts of water by weight. The recommended mix ratio is one (1) part urethane prepolymer to 8 parts water (11% prepolymer).

2. Liquid prepolymer having a solids content of 77% to 83%, specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 degrees F.

3. A liquid prepolymer having a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of 2-inch hose with a 1,000-psi head at a flow rate of 1 ounce per second.

4. The water used to react the prepolymer should have a pH of 5 to 9.

5. A cure time of 80 seconds at 40 degrees F, 55 seconds at 60 degrees F, and 30 seconds at 80 degrees F when 1-part prepolymer is reacted with 8 parts of water only. Higher water ratios give longer cure times.

6. A cure time that can be reduced to 10 seconds for water temperatures of 40 degrees F to 80 degrees F when 1-part prepolymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.

7. A relatively rapid viscosity increase of the prepolymer/water mix. Viscosity increases from about 10 to 60 centipoises in the first minute for 1 to 8 prepolymer/water ration at 50 degrees F.

8. A reaction (curing) which produces a chemically stable and non-biodegradable, tough, flexible gel.

9. The ability to increase mix viscosity, density, gel strength, and resistance to shrinkage using additives to the water.

G. Urethane base foam chemical sealing material shall possess the following properties and characteristics:

1. Approximately one (1) part of urethane prepolymer thoroughly mixed with one (1) part water by weight (50% prepolymer).

2 Liquid prepolymer having a solids content of 82% to 88%, specific gravity of 1.1 (9.15 pounds per gallon), and a flash point of 20 degrees F.

3. Liquid prepolymer having a viscosity of 300 to 500 centipoises at 72 degrees F that can be pumped through 500 feet of 2-inch hose with a 500-psi heat at a flow rate of 1 ounce per second.

4. A cure time of 15 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 4.6 minutes at 100 degrees F when the prepolymer is reacted with water only.

5. A cure time of 5.5 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 2.6 minutes at 100 degrees F. when the prepolymer is reacted with water containing 0.4% accelerator.

6. During injection; foaming, expansion, and viscosity increase occur.

7. Physical properties of the cured foam of approximately: 14 pounds per cubic foot density, 80 to 90 psi tensile strength, and 700% to 800% elongation when a mixture of 50% prepolymer and 50% water undergoes a confined expansion to five times its initial liquid volume.

H. Chemical grout shall have documented similar usage with satisfactory performance of over two (2) years. Documentation shall be provided to prove successful use of grout (references, test data, etc.) for systems installed two (2) years or more.

2.02 ROOT DETERRENT CHEMICAL

A. Root deterrent chemical shall be USDA approved herbicide.

2.03 EQUIPMENT

A. Equipment: Basic grouting equipment to be used generally includes chemical grout pumps, grout containers, injection packers, hoses, valves, and all necessary items and tools required to seal manholes. The chemical grout pumps shall be equipped with pressure gauges that provide for monitoring pressure during the injection of the chemical sealants. When necessary, bypass lines equipped with pressure regulating bypass valves shall be incorporated into the pumping system to limit injection pressure.

PART 3 EXECUTION

3.01 CLEANING AND INSPECTING

A. Pipelines to be sealed shall be cleaned in accordance with Section 02761.

3.02 SAFETY HANDLING OF CHEMICAL GROUT

A. Mixing and handling of the chemical grout may be toxic by passing through unbroken skin, by inhalation of dust or droplets of the materials or by swallowing. Therefore, mixing, handling and pumping of the chemicals shall be done by personnel thoroughly familiar with the handling of the chemicals involved. All chemicals shall be subject to the approval of the City.

3.03 ROOT TREATMENT

A. Where roots are known to have existed in the pipeline as evidenced by the cleaning or television records, and by information provided herein, a root deterrent chemical shall be added to the chemical grout. The chemical shall be added at a rate of 0.5% by volume of grout.

3.04 SEALING DEFECTS

A. General: The sealing equipment shall not damage the pipeline, or cause settlement. Sealing equipment shall consist of two separate pumping systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids.

B. Procedure: Repair shall be by the plastic-injection method, accomplished by forcing chemical sealing materials into or through the faulty joints or cracks.

C. Method of Repair:

1. Sealant materials shall be pumped into cracks and openings in the pipeline walls at controlled pressures which are in excess of groundwater pressures. The pumping equipment shall be designed so that proportions and quantities of materials, and pressures for materials and sealing can be instantly regulated in accordance with the type and size of the leak, and the rate of flow of the sealing solution in relation to the back pressures.

2. Chemicals shall be mixed in proportions so that an adequate reaction of "gel" time is allowed.

3.06 MAINTAINING WASTEWATER FLOWS

A. Maintain wastewater flows in accordance with Section 02780.

3.07 TESTING

A. Testing of the lateral shall be accomplished by application of a positive pressure (3 psi or higher) to the pipe. Appropriate equipment shall be used for testing including, but not limited to, packers, sleeves, hoses, gauges, pumps, regulators, and ancillary equipment shall be used. If the observed pressure decays more than 1 psi in 60 seconds, then the lateral segment fails requiring re-sealing and re-testing. All testing shall be conducted in the presence of City personnel. Test results shall be recorded and provided to the City.

END OF SECTION

SECTION 02770

LATERAL REHABILITATION

PART 1 GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall furnish all labor, expertise, materials, equipment, tools, and incidentals to rehabilitate existing sanitary sewer laterals using CIPP technology, and to install cleanouts; all as provided in this section.

1.02 JOB CONDITIONS

A. The work area is a coastal, urban area with vehicular and pedestrian traffic. Many areas are heavily vegetated. Ground water may be encountered at just below the surface elevation in some areas. Piping materials for existing service laterals and mains are asbestos cement, PVC, cast iron, VCP, ductile iron and concrete.

1.03 QUALIFICATIONS

B. The CONTRACTOR/INSTALLER company must meet the minimum requirements as specified in 1.02 of Section 00800 – General Requirements.

1.04 REFERENCES

A. ASTM F-2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-In- Place Liner.

B. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

C. ASTM D-790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

D. ASTM D-792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

E. ASTM D-2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

F. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.

G. ASTM F2561-17 references several complementing standards; one of which is ASTM

F1216. The ASTM F1216 standard is referenced for purposes of tube design considerations for a CIPP. ASTM F1216 is not a lateral pipe lining standard and is not applicable to the sealing of lateral connections to mainline pipe and a branch pipe using CIPP. ASTM F2561-17 is the industry standard for renewing lateral pipes and main/lateral connections with CIPP and pre-molded compression gaskets.

PART 2 PRODUCTS

2.01 CIPP LATERAL TECHNOLOGY

A. All Cured-In-Place-Pipe (CIPP) lateral lining technology materials shall be as manufactured and/or supplied by LMK Technologies. Installation methods shall be those approved by LMK Technologies. All work shall be performed by contractors explicitly approved and or licensed by LMK Technologies. In the event LMK Technologies fails to perform, CIPP lateral lining technology materials and installation methods shall be those of BLD Services, Inc. Installers for BLD Services, Inc. technology shall be explicitly approved and/or licensed by BLD Services, Inc.

All sewer products are intended to have a minimum fifty (50) year design life, in order to minimize the owner's long-term risk of failure, only proven products and installers with substantial successful long-term track records will be considered.

PART 3 EXECUTION

3.01 INSTALLATION

A. Access Safety – Prior to entering access areas such as manholes, an excavation pit, performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken along with Confined Space Entry protocols in accordance with local, state, or federal safety regulations;

B. Cleaning and Inspection – As per NASSCO Standards;

C. Lateral Pipe Access – A cleanout is required at the right-of-way line. If a cleanout is not present, the CONTRACTOR shall install a new cleanout at the right-of-way or easement line. The cleanout shall consist of a 6-Inch SDR 26 PVC Two-Way Cleanout (GxGxG), SDR 26 PVC riser pipe (cut to length on site), 6-Inch x 4-Inch SDR 26 PVC Reducer, 4-Inch SDR 26 PVC Cleanout Adapter and 4-Inch Brass Cleanout Plug (flush). A cast iron Cleanout Handhole shall be placed over the cleanout cap in traffic areas (US Foundry – USF 7621). The standard cleanout assembly diameter is 6-inch; however, it may be necessary to use 4-inch diameter pipe and fittings in certain instances as directed by the City. Flexible rubber couplings (Fernco or equal) shall be used as necessary to connect the cleanout assembly to the existing lateral piping. Cleanout assemblies shall be

watertight and the top of the cleanout cap/cover shall be flush with the top of ground. The CONTRACTOR shall dewater as required so the assembly is installed in the "dry". The CONTRACTOR shall restore all disturbed areas to the same or better condition that existed prior to the work. The CONTRACTOR/INSTALLER shall coordinate the installation of the cleanout assembly and the lateral lining with each individual property owner;

D. Plugging – The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by- passed. The pumping system shall be sized for peak flow conditions. The upstream manhole shall be monitored at all times and an emergency deflating system will be incorporated so that the plugs may be removed at any time without requiring triggering Confined Space Entry requirements;

E. Inspection of Pipelines – The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, severe offsets, and collapsed or crushed pipe sections. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines;

F. Line Obstructions – The existing lateral pipe shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated if the lateral tube is sized according to the pipe diameter and condition. Obstructions may include dropped or offset joints of no more than 20% of inside pipe diameter;

G. The CONTRACTOR/INSTALLER shall properly dewater the area surrounding the lateral, as necessary, to ensure the liner is properly installed and cured;

H. The CONTRACTOR/INSTALLER shall coordinate its work directly with each property owner before and during the installation and testing process.

3.02 CIPP CURING

A. Curing – The curing of the CIPP shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil, groundwater, etc.). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted and followed.

3.03 FINISH

A. The finished CIPP – CIPP shall be a homogenous CIPP liner assembly located within a lateral service pipe for a specific length and extending into the main pipe to renew a short segment of the main pipe at the main/lateral service connection. The CIPP shall be

smooth with minimal wrinkling. The CIPP shall be free of dry spots, lifts, and delamination. The CIPP shall include a textile taper at each end providing a smooth transition to the host mainline liner for accommodating video equipment and maintaining proper flow in the mainline. After the work is completed, the CONTRACTOR/INSTALLER shall provide the owner with video footage documenting the repair and the visual markings on the CIPP liner assembly identifying the building address. The finished product shall provide a verifiable non-leaking connection between the mainline liner and the CIP-Lateral liner.

B. The liner must be smooth and have an average manning roughness coefficient factor of 0.013 or lower.

3.04 INSPECTION AND TESTING

A. Gravity Pipe Leakage Testing – The CONTRACTOR/INSTALLER shall test each lateral liner assembly for leakage. The lateral liner assembly shall be tested using an air test method where a test plug is placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. The test pressure shall be 4-PSI for a test time of three-minutes; the pressure shall not drop below 3.5 PSI.

3.05 WARRANTY

A. All CIPP liners shall be certified by the manufacturer for specified material properties for the particular use. The manufacturer warrants the liner materials to be free from defects for ten years from the date of acceptance. The CONTRACTOR/INSTALLER guarantees the work to be free from defects caused by faulty workmanship for a period of five (5) years from the date of acceptance. During the warranty period, any defects which affect the integrity, strength or water tightness of the installed pipe shall be repaired at the CONTRACTOR's expense.

END OF SECTION

SECTION 02780

MAINTAINING WASTEWATER FLOWS

PART 1 GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to maintain wastewater flows during construction.

1.02 JOB CONDITIONS

A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the Traffic Control Plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights and other means as necessary.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FLOW MAINTENANCE

A. Pumping and Bypassing or Tanker Truck Hauling as Required: The Contractor shall maintain the existing flows in the sewer system through by-pass pumping or tanker truck hauling around the affected pipe sections. The maintenance of wastewater flow consisting of pumps, conduits, tank trucks, and other equipment shall be of sufficient capacity to handle existing flow, plus additional flow that may occur during rainfall. Surcharging the upstream gravity sewer lines and manholes will not be allowed unless authorized by the City. If pumping is required, engines shall be equipped in a manner to keep noise to a minimum. Pump engines should be sound attenuated to approximately 72db at a distance of 30ft.

B. Flow Control Precautions: When flow in a sewer line is plugged, blocked, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

C. Flow Maintenance Plan: A Wastewater Flow Maintenance Plan shall be submitted and approved by the City prior to execution of the work.

D. Public Notice: For Manhole Lining, the Contractor shall be responsible for contacting each property owner (and tenant) having a lateral service connected directly to the manhole. A minimum of two (2) days prior notice of the work shall be given. During execution of the work, the Contractor shall be responsible for cleanup, repair, and property damage resulting from a sewer back-up.

END OF SECTION

SECTION 02800

FINAL CLEANING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Final cleaning of project.

B. Executing final cleaning prior to inspection for Substantial Completion of the Work.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

A. Use materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 EXECUTION

3.01 CLEANING

A. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

B. Replace all manhole covers, sweep streets of foreign matter, remove barriers and temporary equipment and restore sites to the original condition.

END OF SECTION

SECTION 02990

MISCELLANEOUS WORK AND CLEAN UP

PART 1 GENERAL

1.1 WORK INCLUDED

A. Furnishing all labor, materials, equipment and incidentals required to do all miscellaneous work and cleaning up not otherwise specified including, but not limited to, the following:

1. Cleaning up the construction site;
2. Disposing of material and debris;
3. The extra work of crossing existing sewers, drains, electrical and telephone conduits and water mains;
4. Miscellaneous work associated with connecting to existing utilities;
5. Disconnecting, plugging and abandoning the existing piping including all excavation, backfill, concrete plugs and surface restoration items;
6. Furnishing, installing and removing project signs; and,
7. All other work incidental to completing the project.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 CLEANUP

A. Remove all construction material, excess excavation, equipment or other debris remaining on the construction site as a result of construction operations and render the site of the work in a neat and orderly condition better or equal to that which existed prior to the start of construction.

B. Dispose of all materials and debris off-site in accordance with local, state and federal regulations.

3.2 INCIDENTAL WORK

A. Do all incidental work not otherwise specified but obviously necessary to the proper completion of the Contract as specified.

END OF SECTION

DocuSign Envelope ID: C0C0F5A9-A022-4308-84CD-BDA2B7E937FF

ITB #21-03CM Bid Form					
Sanitary Sewer Lateral Lining & Rehabilitation					
	LMK Pipe Renewal, LLC				
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1a	Payment & Performance Bond Owner Controlled Allowance (payment for bond plus $400 to cover labor, etc. to acquire)	2	EA	$ 65,000.00	$ 130,000.00
2a	MOT - FDOT Right-of-Way Permit	6	EA	$ 195.00	$ 1,170.00
2b	MOT - Sarasota County Right-of-Way Permit	20	EA	$ 195.00	$ 3,900.00
2c	MOT- City of Sarasota Right-of-Way Permit	40	EA	$ 135.00	$ 5,400.00
2d	FDEP NOI Stormwater/Dewatering Discharge Permit Owner Controlled Allowance	1	LS	$ 2,000.00	$2,000.00
3a	MOT – Arterial Road Traffic Control Plan	6	EA	$ 400.00	$ 2,400.00
3b	MOT – Collector Road Traffic Control Plan	20	EA	$ 400.00	$ 8,000.00
3c	MOT - Local/Residential Road Traffic Control Plan	40	EA	$ 400.00	$ 16,000.00
3d	MOT - 36" Traffic Cone	12,000	HR	$ 0.40	$ 4,800.00
3e	MOT - 36" Drum	800	HR	$ 0.40	$ 320.00
3f	MOT - Type I Barricade	800	HR	$ 0.50	$ 400.00
3g	MOT - Type II Barricade	400	HR	$ 0.50	$ 200.00
3h	MOT - Type III Barricade	120	HR	$ 1.00	$ 120.00
3i	MOT - Direction Indicator Barricade	800	HR	$ 1.25	$ 1,000.00
3j	MOT - Vertical Panel	200	HR	$ 0.70	$ 140.00
3k	MOT - Warning Light (mounted to barricade, drum, panel)	80	HR	$ 0.70	$ 56.00
3l	MOT - 48" x 48" Sign & Support	200	HR	$ 1.10	$ 220.00
3m	MOT - 48" x 24" Sign & Support	200	HR	$ 1.10	$ 220.00
3n	MOT - 36" x 36" Sign & Support	200	HR	$ 1.10	$ 220.00
3o	MOT - 30" x 30" Sign & Support	200	HR	$ 1.10	$ 220.00

EXHIBIT B

DocuSign Envelope ID: C0C0F5A9-A022-4308-84CD-BDA2B7E937FF

3p	MOT - 24" x 24" Sign & Support	200	HR	$ 1.10	$ 220.00
3q	MOT - 12" x 18" Sign & Support	200	HR	$ 0.45	$ 90.00
3r	MOT - Traffic Arrow/Message Board	200	HR	$ 10.00	$ 2,000.00
3s	MOT - Attenuator Truck	40	HR	$ 450.00	$ 18,000.00
3t	MOT - Flag Person (Dedicated Solely to Flagging)	1,200	HR	$ 65.00	$ 78,000.00
4a	F&I 6-inch Cleanout Assembly (0 ft. to 6 ft. deep)	250	EA	$ 1,100.00	$ 275,000.00
4b	F&I 6-inch Cleanout Assembly (> 6 ft. deep)	50	EA	$ 1,350.00	$ 67,500.00
4c	F&I 4-inch Cleanout Assembly (0 ft. to 6 ft. deep)	75	EA	$ 1,100.00	$ 82,500.00
4d	F&I 4-inch Cleanout Assembly (> 6 ft. deep)	25	EA	$ 1,350.00	$ 33,750.00
5a	F&I CIPP Lateral Liner - 4" Diameter	4,500	LF	$ 35.00	$ 157,500.00
5b	F&I CIPP Lateral Liner - 6" Diameter	13,500	LF	$ 35.00	$ 472,500.00
6a	F&I 4" CIPP Lateral/Main Liner Connection - 6" to 10" Main	100	EA	$ 2,785.00	$ 278,500.00
6b	F&I 6" CIPP Lateral/Main Liner Connection - 6" to 10" Main	250	EA	$ 2,785.00	$ 696,250.00
6c	F&I 4" CIPP Lateral/Main Liner Connection - 12" to 15" Main	20	EA	$ 2,925.00	$ 58,500.00
6d	F&I 6" CIPP Lateral/Main Liner Connection - 12" to 15" Main	10	EA	$ 2,925.00	$ 29,250.00
6e	F&I 4" CIPP Lateral/Main Liner Connection - 18" to 21" Main	5	EA	$ 5,850.00	$ 29,250.00
6f	F&I 6" CIPP Lateral/Main Liner Connection - 18" to 21" Main	5	EA	$ 5,850.00	$ 29,250.00
6g	F&I 4" CIPP Lateral/Main Liner Connection - 24" to 30" Main	5	EA	$ 12,450.00	$ 62,250.00
6h	F&I 6" CIPP Lateral/Main Liner Connection - 24" to 30" Main	5	EA	$ 12,450.00	$ 62,250.00
7a	Sewer Main High Velocity Jet Cleaning - 6" to 10"	4,000	LF	$ 2.20	$ 8,800.00
7b	Sewer Main High Velocity Jet Cleaning - 12" to 15"	1,000	LF	$ 5.50	$ 5,500.00
7c	Sewer Main High Velocity Jet Cleaning - 18" to 21"	500	LF	$ 12.65	$ 6,325.00
7d	Sewer Main High Velocity Jet Cleaning - 24" to 30"	500	LF	$ 24.00	$ 12,000.00

EXHIBIT B

DocuSign Envelope ID: C0C0F5A9-A022-4308-84CD-BDA2B7E937FF

8a	Lateral High Velocity Jet Cleaning - 4"	4,000	LF	$ 5.00	$ 20,000.00
8b	Lateral High Velocity Jet Cleaning - 6"	12,000	LF	$ 5.00	$ 60,000.00
9a	Lateral Mechanical Cleaning - 4"	500	LF	$ 11.00	$ 5,500.00
9b	Lateral Mechanical Cleaning - 6"	1,500	LF	$ 11.00	$ 16,500.00
10a	TV/Video Inspection - 6" to 30" Main	6,000	LF	$ 8.00	$ 48,000.00
10b	TV/Video Inspection - 4" to 6" Lateral From Main	14,000	LF	$ 8.50	$ 119,000.00
10c	TV/Video Inspection - 4" to 6" Lateral From Cleanout	4,000	LF	$ 7.75	$ 31,000.00
11a	Bypass Pumping (6-inch to 10-inch pipe)	1,200	HR	$ 37.50	$ 45,000.00
11b	Bypass Pumping (12-inch to 15-inch pipe)	400	HR	$ 61.88	$ 24,752.00
11c	Bypass Pumping (18-inch to 21-inch pipe)	100	HR	$ 100.00	$ 10,000.00
11d	Bypass Pumping (24-inch to 30-inch pipe)	100	HR	$ 187.50	$ 18,750.00
11e	Bypass Pumping (36-inch pipe)	40	HR	$ 312.50	$ 12,500.00
12a	Well Point System - 0 ft. to 10 ft.	600	HR	$ 600	$ 360,000.00
12b	Wellpoint System - 0 ft. to 20 ft.	200	HR	$ 650	$ 130,000.00
13a	Up to & Including 6" Thick (3,000 psi Concrete)	1,200	SF	$ 35.00	$ 42,000.00
13b	Removal & Restoration - Concrete Curb (3,000 psi Concrete)	300	LF	$ 165.00	$ 49,500.00
13c	Removal & Restoration - Asphalt Surfaces Up to & Including 4" Thick (Type S Asphalt)	1,200	SF	$ 15.00	$ 18,000.00
13d	Removal & Restoration - Brick Pavers	800	SF	$ 75.00	$ 60,000.00
13e	Removal & Restoration - Sod & Gravel	4,000	SF	$ 5.00	$ 20,000.00
				TOTAL BID PRICE	$ 3,732,473.00

EA=Each; HR=Hour; LF= Linear Feet; SF=Square Feet; MOT=Maintenance of Traffic

Quantities Listed are Annual Estimates Only for Bidding Purposes. Actual Annual Quantities May be Significantly Different. Bids shall be balanced.

EXHIBIT B

CONTRACT DOCUMENTS

FOR

CONTRACT NO. BHI 219

REPAIRS TO SEWER LATERAL WITH T LINER

TOWN OF BAY HARBOR ISLANDS

JANUARY 2022

NOTICE OF INTENT TO AWARD

TO: LMK Pipe Renewal
Contractor

1131 NW 55th St., Fort Lauderdale, FL 33309
Address

ATT: Mr. Frank Schwartz
Name and Title

PROJECT: Repairs to Sewer Lateral with T-Liner
Town of Bay Harbor Islands
Contract No. BHI 219

Gentlemen:

This is to advise you that the Town of Bay Harbor Islands (the "Town") intends to piggyback the contract unit pricing from the City of Largo, Florida, Bid No. 19-B-645 contract, for which LMK Pipe Renewal submitted line-item bids which coincide with the scope of the Town's Project: BHI-219. As a result of your submitted pricing, the Town, by approval of its Town Council on **JANUARY 12, 2022**, intends to award the described scope of work to LMK Pipe Renewal for an amount not to exceed **Two Hundred Thousand Dollars and No Cents ($200,000.00)**.

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

Your attention is drawn to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Town within ten (10) working days from **1/31/2022**.

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

Sincerely yours,

By: _____
Maria Lasday, Town Manager

Copy: All Bidders

AGREEMENT (CONTRACT)

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the___ day of _____, in the year 2022, by and between the Town of Bay Harbor Islands (hereinafter called OWNER), and _LMK Pipe Renewal (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:

Furnish all labor, material, accessories, equipment, tools, transportation, ancillary services, and technical competence for performing all operations required to execute repairs to approximately 40 sewer laterals, using Cured in Place Pipe lining. Repairs shall be accomplished by the installation of a resin impregnated, full circle, one-piece main and lateral lining by means of air inflation and inversion, or T-Liners.

The sewer laterals are constructed from 4-inch and 6-inch vitrified clay pipe (VCP) and are fitted with cleanouts located an average distance of 25 feet from the main. There are a few sewer laterals left to complete on the East Island (6") and many more on the West Island (4"). The new contract work shall include the submission of televised survey logs in printed and digital format, taken before and after the lining repairs.

The Project is referenced as follows:

TOWN OF BAY HARBOR ISLANDS
REPAIRS TO SEWER LATERAL WITH T LINER
CONTRACT NO. BHI 219

Article 2. NOT APPLICABLE

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 180 working 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 45 working 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 **Not to Exceed $200,000.00** Contract Price (in Words) **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS**.

Article 5. PAYMENT PROCEDURES

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

5.1 Progress Payments. TOWN shall make progress payments within 30 days of TOWN approval of the CONTRACTOR'S Application for payment. The Applications for Payment shall be in AIA format. All progress payments will be 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 OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1 This Agreement (pages 1 to 5, inclusive)

8.3 Performance and Payment Bonds

8.4 Notice of Award

8.5 General Conditions (pages 1 to 42, inclusive)

8.6 Supplementary Conditions (pages 1 to 10, inclusive)

8.7 Technical Specifications (pages 1- 6, inclusive)

8.8 Contractor's Bid (pages 1 – 4, inclusive)

8.9 Sworn Statement

8.10 Proposal (pages 1 – 4, inclusive)

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	LMK PIPE RENEWAL
ADDRESS	ADDRESS
9665 Bay Harbor Terrace	1131 NW 55TH ST.
Bay Harbor Islands, FL 33154	FORT LAUDERDALE, FL 33309
BY _____	BY _____
MARIA LASDAY Print Name	_____ Print Name
Town Manager Title	President Title
_____ Town Clerk	WITNESS _____
(CORPORATE SEAL)	(CORPORATE SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that_____
(Insert full name and address or

_____as Principal, hereinafter called Contractor, and
legal title of Contractor)

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

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

as obligee, hereinafter called Owner, in the amount of **Two Hundred Thousand Dollars and zero cents ($ 200,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2022, entered a contract with Owner, for Repairs to Sewer Laterals with T Liners, Contract No. BHI 219, Town of Bay Harbor Islands in accordance with the General Conditions of Contract, Supplementary Conditions, and Technical Specifications which is hereinafter referred to as the Contract.

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

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

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

1. Complete the Contract in accordance with its terms and conditions, or

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

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

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

This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2022.

Principal (Seal)

Witness

Title

Surety (Seal)

Witness

Title

PAYMENT BOND

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

_____as Principal, hereinafter called Contractor, and
legal title of Contractor)

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

called Surety, are held and firmly bound unto the Town of Bay Harbor Islands, Florida, as Obligee, hereinafter called Owner, in the amount of **Two Hundred Thousand Dollars and No Cents ($ 200,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated_____, 2022, entered into a contract with Owner, for Repairs to Sewer Laterals with T Liner, Contract No. BHI 219, Town of Bay Harbor Islands in accordance with the Specifications which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Town shall not be liable for the

payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Town or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials,

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

Signed and sealed this _____ day of _____, 2022.

_____
Principal (Seal)

_____
Witness

_____
Title

_____
Surety (Seal)

_____
Witness

_____
Title

PROPOSAL TO
BHI – 219 REPAIRS TO SEWER LATERAL WITH T-LINER
Town of Bay Harbor Islands

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 things necessary to the prosecution and completion of the work generally described as follows:

> Furnish all labor, material, accessories, equipment, tools, transportation, ancillary services, and technical competence for performing all operations required to execute repairs to approximately 40 sewer laterals, using Cured in Place Pipe lining. Repairs shall be accomplished by the installation of a resin impregnated, full circle, one-piece main and lateral lining by means of air inflation and inversion, or other approved method.
>
> The sewer laterals are constructed from 4- and 6-inch vitrified clay pipe (VCP) and are fitted with cleanouts located an average distance of 25 feet from the main. The sewer laterals are predominantly located on the East Island. The new contract work shall include the submission of televised survey logs in printed and digital format, taken before and after the lining repairs.
>
> Work shall include traffic control and all other related work required for a successful project.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices 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

The following bid form is presented to assist the Owner in evaluating the bid. In the event of discrepancy, the Total Bid Amount will govern. Payment shall be made for the items listed on the bid form based on the work performed and completed per specification Section 01150, Measurements and Payment.

Bid Item No.	Description	Qty	Unit	Unit Price	Total
2a.	MOT: FDOT ROW PERMIT	1	EA	$195.00	$195.00
3a.	MOT: TRAFFIC CONTROL PLAN	1	EA	$400.00	$400.00
3c.	MOT: LOCAL, RESIDENTIAL ROAD TRAFFIC CONTROL PLAN	1	EA	$400.00	$400.00
3d.	MOT: 36" TRAFFIC CONE	5,080	HR	$0.40	$2,320.00
3m.	MOT: 48"X24" SIGN & SUPPORT	320	HR	$1.10	$352.00
4a.	F&I 6" CLEANOUT ASSMBLY (0'-6')	20	EA	$1,100.00	$22,000.00
4b.	F&I 6" CLEANOUT ASSMBLY (> 6')	5	EA	$1,350	$6,750.00
5a.	F&I CIPP LATERAL LINER -4" DIA	150	LF	$35.00	$5,250.00
5b.	F&I CIPP LATERAL LINER -6" DIA	1,200	LF	$35.00	$42,000.00
6a.	F&I 4" CIPP LAT/MAIN LINER CONNECTION, 6"- 10" MAIN	7	EA	$2,785.00	$19,495.00
7a.	SEWER MAIN HI-VELOCITY JET CLEANING, 6" – 10"	2,000	LF	$2.20	$4,400.00
8a.	LATERAL HIGH VELOCITY JET CLEANING, 4"	300	LF	$5.00	$1,500.00
8b.	LATERAL HIGH-VELOCITY JET CLEANING, 6"	1,000	LF	$5.00	$5,000.00
9a.	LATERAL MECH. CLEANING, 4"	100	LF	$11.00	$1,100.00
9b.	LATERAL MECH. CLEANING, 6"	200	LF	$11.00	$2,200.00
10a.	TV/VIDEO INSP. 6"-30" MAIN	3500	LF	$8.00	$28,000.00
10b.	TV/VIDEO INSP. 4" -6" LATERAL FROM MAIN	980	LF	$8.50	$8,330.00
11a.	BYPASS PUMPING, 6"-10" PIPE	15	HR	$37.50	$562.50
13c.	REMOVAL & RESTORATION-ASPHALT SURFACES, UP TO & INCLUDING 4" THICK (TYPE S)	150	SF	$15.00	$2,250.00

13d.	REMOVAL & RESTORATION BRICK PAVERS	25	SF	$75.00	$1,875.00
13e.	REMOVAL & RESTORATION SOD & GRAVEL	210	SF	$5.00	$1,050.00
				TOTAL BID PRICE:	**$199,989.50**

TOTAL BID AMOUNT IN WORDS: ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND FIFTY CENTS.

QUALIFICATION REQUIREMENTS

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

1) NAME OF SUBCONTRACTOR _____

2) NAME OF SUBCONTRACTOR _____

3) NAME OF SUBCONTRACTOR _____

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

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 30 working days and all work within not more than 40 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".

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

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

_____
SUBMITTED

_____
FIRM NAME

_____
BUSINESS ADDRESS

_____
BUSINESS TELEPHONE

_____
SIGNATURE OF RESPONSIBLE OFFICIAL

_____
TITLE

_____
STATE OF INCORPORATION

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

_____

_____

Addenda No(s) _____received and attached hereto.

TECHNICAL SPECIFICATIONS FOR BHI-219
REPAIRS TO SEWER LATERALS WITH T LINER

1.0 SCOPE OF WORK

The work consists of furnishing all labor, material, accessories, equipment, tools, transportation, ancillary services, and technical competence for performing all operations required to execute repairs to approximately 40 sewer laterals using Cured in Place Pipe (CIPP) lining and shall conform to ASTM F2561-17 and ASTM F3240-17. The sewer laterals are constructed from vitrified clay pipe (VCP).

The required liner shall be manufactured using T-Liner, or equal or better, as a one-piece product, from the main line to the lateral, with no joints and shall utilize hydrophilic gaskets to provide watertight connections at the ends of the liner.

Most sewer laterals for this project are located on the West Island; however, there are still a few to line on the East Island. Laterals to be lined shall be discussed during the preconstruction meeting, after the contract is awarded. The new contract work shall include the submission of televised survey logs in printed and digital format, taken before and after lateral repairs.

1.1 INTENT

This specification covers requirements and test methods for the reconstruction of a sewer service lateral pipe and its connection to the main without excavation. The lateral pipe is accessed remotely from the main pipe and from a cleanout. This will be accomplished by the installation of a resin impregnated, full circle, one-piece main and lateral lining by means of air inflation and inversion, T-Liner, or other approved equal or better method. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermo-set resins have cured. When cured, the liner shall extend over a predetermined length of the service lateral and a particular section of the main pipe as a continuous, one-piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe.

2. GENERAL

It is the Contractor's responsibility to adequately clean all laterals and the associated sections of sewer mains, to facilitate cured in place pipe lining. There shall be no specific payment for cleaning.

From observation of previous CCTV recordings of laterals, it is estimated that 10-15% of all laterals are typically covered in grease. However, Contractors are advised to perform random CCTV inspections (& recordings), to establish their own opinion on the level of grease build in the laterals, prior to submitting their bid.

3. MATERIAL

3.1 The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e., needle punched felt, circular knit or circular braid that meet the requirements of ASTM F2561-17 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F2561-17 as applicable and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

3.2 The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked as a "Lateral Identification" correlating to the address of the building, the lateral pipe services. The sheet and tube shall be surrounded by a second impermeable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation and monitoring of the resin saturation during the resin impregnation (we-tout) procedure.

3.3 The main sheet and lateral tube shall be a one-piece assembly formed in the shape of a TEE or WYE. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.

4. RESIN SYSTEM

4.1 The resin/liner system shall conform to ASTM D5813 Section 8.2.2 - 10,000-hour test.

4.2 The resin shall be a corrosion resistant polyester, vinyl ester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F2561-17, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project.

4.3 The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of ASTM F2561-17.

Table 1 CIPP Initial Structural Properties

Property	ASTM Test	Minimum value	
		psi	(MPa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

5. DESIGN CONSIDERATIONS

5.1 The CIPP shall be designed per ASTM F2561-17, Appendix X1.

5.2 The CIPP design for the lateral tube shall assume no bonding to the original pipe.

6.0 INSTALLATION PROCEDURES

6.1 Access Safety - Prior to entering access manholes, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken in accordance with local, state, or federal safety regulations.

6.2. Cleaning and Inspection as per NASSCO Standards.

6.2.1 Plugging - The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by-passed. The pumping system will be sufficiently sized for normal to peak flow conditions. The upstream manhole is to be always monitored and an emergency deflate system will be incorporated so that the plugs may be removed at any time without requiring confined space entry.

6.2.2 Inspection of Pipelines - The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, and collapsed or crushed pipe. These conditions shall be noted. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines.

6.2.3 Line Obstructions - The existing service lateral shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated, by sizing the lateral tube according to the pipe diameter and condition. Obstructions may include dropped or offset joints of no more than 20% of inside pipe diameter.

6.3 Resin Impregnation - The lateral tube and main sheet encapsulated within the translucent bladder (liner/bladder assembly) shall be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5 to 10 % excess resin for the change in resin volume due to polymerization and to allow for any migration of

resin into the cracks and joints in the original pipe. No dry or unsaturated area in the main sheet or lateral tube shall be acceptable upon visual inspection.

6.4 Liner Insertion - The lateral tube and inversion bladder will be inserted into the carrying device. The mainline liner and bladder are wrapped around the TEE launching device and held firmly by four (4) hydrophilic O-rings or, hydrophilic flanged shaped gaskets. The O-rings become embedded in between the mainline portion and host pipe and in a 24-hour time frame in the presence of water they will expand up to 3 to 5 times their normal size. In addition, a one-component adhesive is applied to the main/lateral interface. The adhesive will be applied to the main liner, adjacent the lateral opening. The combination of the hydrophilic O-rings and the adhesive provide a verifiable non-leaking connection. Both the launching and carrying device are pulled into the pipe using a cable winch. The pull is complete when the open port of the TEE launching device is aligned with the interface of the service connection and mainline pipe. The lateral tube is completely protected during the pull. The mainline liner is supported upon the rigid TEE launcher that is elevated above the pipe invert by means of a rotating skid system. The liner assembly shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

6.5 The main sheet in a tubular shape shall be unfolded and the hydrophilic o-rings shall be expanded meeting the main pipe by action of the main inflation bladder. The lateral tube is inverted by the action of the lateral bladder through the center of the wrapped main sheet up into an existing lateral pipe fully extending to the designated termination point. The main and lateral bladders shall extend past all ends of the liner forcing the ends to remain open so no cutting for reinstatement is required.

6.6 Curing - After liner placement is complete; pressure is maintained pressing the liner firmly against the inner pipe wall. The liner is chemically cured at ambient temperatures or by a suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to uniformly raise the temperature above the temperature required to cure the resin. The curing of the CIPP must consider the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted.

6.7 CIPP Processing - Curing shall be done without pressure interruption with air or a mixture of air and steam for the proper duration of time per the resin manufacturer's recommendations. When the heat source is removed and the temperature on both ends of the CIPP reaches 100 degrees F or less, the processing shall be finished

7. FINISH

The finished CIPP shall be continuous over the entire length of the rehabilitated sewer service lateral and 16" of the main pipe (5 inches on either side of a 6"

lateral or 6 inches on either side of a 4" lateral connection). The CIPP shall provide a smooth bore interior with a co-efficient factor of N-.010%. The CIPP shall be free of dry spots, lifts, and delaminated portions. The CIPP shall taper at each end to accept video equipment and maintain a proper flow. After the work is completed, the installer will provide the owner with video footage documenting the repair and the visual markings identifying the sewer lateral address as completed work. The finished product must provide an air-tight/ water-tight verifiable non-leaking connection between the main sewer and sewer service lateral.

8. INSPECTION AND TESTING

All Gravity Pipe Leakage Testing shall be conducted at the discretion of the Town Engineer–This test utilizes test plugs placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. This test should take place after the CIPP has cooled down to ambient temperature. This test is limited to pipe lengths with no service connections. The test pressure shall be 4 PSI for a 3-minute test time and during this time the pressure shall not drop below 3.5 PSI.

9. DESIGN CONSIDERATIONS

The completed installation shall meet ASTM F2561-17 (or latest Standard, whichever is more restrictive), Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner.

10. PAYMENT

Price includes traffic control, permits, bypass pumping and video documentation. Payment shall be made for work that has been inspected and approved. All interim payments shall be subject to a 10% retention until the penultimate payment, at which time 5% will be retained until final acceptance of the work.

11. QUALIFIED BIDDER

A qualified bidder for installing a mainline/lateral connection and lateral repair system shall be a contractor using the proposed Manufacturer's System. The manufacturer must have a minimum of five years installation history and shall have a minimum of 2,500 satisfactory in ground installations during this period in the U.S., including 100,000 feet of lateral lining. Bidders shall be prepared to submit a list of installation projects, numbers of connections sealed, and lateral footage lined, providing contact names, addresses, and telephone numbers for references.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **the Town of Bay Harbor Islands**
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____.

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or 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.

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

   1. A predecessor or successor of a person convicted of 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 a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

   ____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by

the Hearing Officer determined that it was not in 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 (ONE) 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.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2022.

Personally known _____

OR Produced identification _____ Notary Public - State of

_____.

My commission expires:

_____
(Type of identification)

_____
(Printed typed or stamped commissioned name notary public)

Form PUR 7068 (Rev. 06/11/92)

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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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 of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR

are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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 operations under the Contract Documents.

5.06 *Property Insurance*

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

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

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

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

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 areas resulting from the performance of the Work.

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

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER,

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

B. CONTRACTOR shall also submit 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, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

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

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

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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

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

11.02 *Cash Allowances*

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

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

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

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

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

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

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

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

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

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 pro-gress 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 responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

14.05 *Partial Utilization*

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

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete,

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

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

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs,

losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a

day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

1.01 GENERAL:

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (No. 1910-8, 1996 edit.) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

Unless otherwise indicated in these Supplementary Conditions, replace the term AENGINEER@ wherever used in the Standard General Conditions of Contract and in these Supplementary Conditions, with ATOWN@. The words ATOWN@ and AOWNER@ 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 B 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.

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 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:
   (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).

2. Limits:

(a)	General Aggregate	$1,000,000
(b)	Each Occurrence	$1,000,000
(c)	Personal Injury	$1,000,000

3. Coverage is to be written on an "occurrence" basis.

4. Owners and Contractors Protection:

(a)	Bodily Injury:	
	Annual Aggregate	$2,000,000
	Each Occurrence	$1,000,000
(b)	Property Damage:	
	Annual Aggregate	$2,000,000
	Each Occurrence	$1,000,000

5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.

5.04. A.6 Comprehensive Automobile Liability:
   (a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(b)	Limits:	
	Combined Single Limit	$2,000,000

5.04. B.1 Umbrella:

(a)	Limits:	
	Aggregate	$1,000,000

(b) Cover all claims arising out of the contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.

5.04. B.8 The Town of Bay Harbor Islands, shall be included as a named insured party under the Contractors Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.

"The Town of Bay Harbor Islands, Florida is hereby named Additional Insured under the terms of this policy."

5.04. B.9 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

5.04. B10 The Certificate of Insurance shall be issued to the Town of Bay Harbor Islands, Florida at the following address:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES - INDEMNIFICATION - Page 18

SC-6.01

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

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English-speaking superintendent will be on the job at all times during working hours and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment, and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications, and all Contract Documents.

SC-6.02

Modify paragraph 6.02.B to allow work on Saturday per the following new paragraph added immediately after paragraph 6.02.B of the General Conditions.

The Project sites being in a single and multi family residential areas, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 9:00 a.m. or after 6:00 p.m. Monday through Friday. No work shall be performed on Sunday or legal holidays as defined by the Town. There are no public sanitary facilities nearby the work sites, and the Contractor must; therefore, make arrangements for portable sanitary facilities as authorized by the Town.

SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

CONTRACTOR shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words AInstructions to Bidders@ before Supplementary Conditions wherever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued, or Written Amendment signed.

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

nor does such acceptance create a contractual relationship between the OWNER and any subcontractor, supplier, individual or entity.

SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) influencing the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraph 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to pay regular tolls to use the Broad Causeway, and to have identification signs.

SC-6.11

Add the new paragraphs immediately after paragraph 6.11.B. of the General Conditions:

Adjacent residents must always have access to their driveways. All barricades and warning signs for any traffic lane closures will be provided and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor. Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor=s expense.

SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

CONTRACTOR shall maintain in a safe place at the Project one record copy of all Drawings, Project Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, As-Builts, and written interpretations and clarifications in good order and annotated to show changes made during construction.

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph.

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first $10.00 dollars to be paid by TOWN to Contractor hereunder —and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the TOWN and their consultants, agents, officers and employees, and the elected officials of the Owner, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against TOWN or any of their consultants, agents or employees by any CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20 shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 8 - OWNER=S RESPONSIBILITIES - Page 26

Throughout this Article, OWNER is interchangeable with TOWN.

SC B 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, or STAFF ENGINEER.

SC-8.02

Delete paragraph 8.02 A.

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

The use of AEngineer@ throughout this Article shall mean the Town=s AStaff 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 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 B CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES B

SC-12.06. B

Amend paragraph 12.06.B by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages or delay in delivery of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type, description of category. However, if occasioned by an act of God, or by any act or omission on the part of the TOWN such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the Work which shall be determined by the 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, materialman, supplier, or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, materialman, supplier, or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the TOWN.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK - Page 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 CONTRACTOR 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 materialman, supplier and or laborer (APotential Lienor@) who has provided labor, services or materials for the Project. Contractor shall submit its own Statutory Waiver and Partial Release of Lien or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, CONTRACTOR shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the CONTRACTOR or by any Potential Lienor in connection with any Work for which OWNER has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the TOWN, CONTRACTOR must furnish the Partial Waiver Upon Progress Payment Statutory Waiver and Final Release from each Potential Lienor, in the form prescribed by TOWN, together with a Contractor=s Affidavit and Partial Release, in the form prescribed by the TOWN. Further, as a condition precedent to the receipt of the final payment, the CONTRACTOR shall provide TOWN with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by TOWN, together with a Contractor=s Affidavit and Final Release. Each Release given to the TOWN shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work

performed through the date of the Release. For any Potential Lienor who has served a Notice to Owner and/or Notice to Contractor, but who has not provided labor, services, or materials during the period of time covered by an Application for Payment, the CONTRACTOR shall provide a Zero Dollar Release in the form prescribed by TOWN. CONTRACTOR shall comply with all requirements of Florida Statutes, Chapter 713. CONTRACTOR agrees to indemnify, defend, and hold the OWNER harmless from and against any and all liens or other claims whatsoever filed against the TOWN or the TOWN=S property by any Potential Lienor for 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 and is entitled to all other remedies available at law or in equity. The provisions of this paragraph shall be deemed an independent covenant of the CONTRACTOR and shall be effective with respect to all Work performed and materials and services furnished under the Contract Documents, Change Orders, or any other agreement for work with respect to the Project.

SC-14.02. D.1.b

Amend paragraph 14.02.D.1.b by deleting the existing paragraph and replacing it with the following:

Liens have been recorded in connection with the Work or the Project.

SC-14.07

Amend paragraph 14.07.A.1 by replacing it with the following paragraph:

After CONTRACTOR has, in the opinion of TOWN, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operation instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in paragraph 6.12), final releases, final affidavits, 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.

ITB #21-03CM Bid Form				
Sanitary Sewer Lateral Lining & Rehabilitation				
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
1a	Payment & Performance Bond Owner Controlled Allowance (payment for bond plus $400 to cover labor, etc. to acquire)	2	EA	$ 65,000.00
2a	MOT - FDOT Right-of-Way Permit	6	EA	$ 195.00
2b	MOT - Sarasota County Right-of-Way Permit	20	EA	$ 195.00
2c	MOT- City of Sarasota Right-of-Way Permit	40	EA	$ 135.00
2d	FDEP NOI Stormwater/Dewatering Discharge Permit Owner Controlled Allowance	1	LS	$ 2,000.00
3a	MOT – Arterial Road Traffic Control Plan	6	EA	$ 400.00
3b	MOT – Collector Road Traffic Control Plan	20	EA	$ 400.00
3c	MOT - Local/Residential Road Traffic Control Plan	40	EA	$ 400.00
3d	MOT - 36” Traffic Cone	12,000	HR	$ 0.40
3e	MOT - 36” Drum	800	HR	$ 0.40
3f	MOT - Type 1 Barricade	800	HR	$ 0.50
3g	MOT - Type II Barricade	400	HR	$ 0.50
3h	MOT - Type III Barricade	120	HR	$ 1.00
3i	MOT - Direction Indicator Barricade	800	HR	$ 1.25
3j	MOT - Vertical Panel	200	HR	$ 0.70
3k	MOT - Warning Light (mounted to barricade, drum, panel)	80	HR	$ 0.70
3l	MOT - 48” x 48” Sign & Support	200	HR	$ 1.10
3m	MOT - 48” x 24” Sign & Support	200	HR	$ 1.10
3n	MOT - 36” x 36” Sign & Support	200	HR	$ 1.10
3o	MOT - 30” x 30” Sign & Support	200	HR	$ 1.10

3p	MOT - 24” x 24” Sign & Support	200	HR	$	1.10
3q	MOT - 12” x 18” Sign & Support	200	HR	$	0.45
3r	MOT - Traffic Arrow/Message Board	200	HR	$	10.00
3s	MOT - Attenuator Truck	40	HR	$	450.00
3t	MOT - Flag Person (Dedicated Solely to Flagging)	1,200	HR	$	65.00
4a	F&I 6-inch Cleanout Assembly (0 ft. to 6 ft. deep)	250	EA	$	1,100.00
4b	F&I 6-inch Cleanout Assembly (> 6 ft. deep)	50	EA	$	1,350.00
4c	F&I 4-inch Cleanout Assembly (0 ft. to 6 ft. deep)	75	EA	$	1,100.00
4d	F&I 4-inch Cleanout Assembly (> 6 ft. deep)	25	EA	$	1,350.00
5a	F&I CIPP Lateral Liner - 4" Diameter	4,500	LF	$	35.00
5b	F&I CIPP Lateral Liner - 6" Diameter	13,500	LF	$	35.00
6a	F&I 4" CIPP Lateral/Main Liner Connection - 6" to 10" Main	100	EA	$	2,785.00
6b	F&I 6" CIPP Lateral/Main Liner Connection - 6" to 10" Main	250	EA	$	2,785.00
6c	F&I 4" CIPP Lateral/Main Liner Connection - 12" to 15" Main	20	EA	$	2,925.00
6d	F&I 6" CIPP Lateral/Main Liner Connection - 12" to 15" Main	10	EA	$	2,925.00
6e	F&I 4" CIPP Lateral/Main Liner Connection - 18" to 21" Main	5	EA	$	5,850.00
6f	F&I 6" CIPP Lateral/Main Liner Connection - 18" to 21" Main	5	EA	$	5,850.00
6g	F&I 4" CIPP Lateral/Main Liner Connection - 24" to 30" Main	5	EA	$	12,450.00
6h	F&I 6" CIPP Lateral/Main Liner Connection - 24" to 30" Main	5	EA	$	12,450.00
7a	Sewer Main High Velocity Jet Cleaning - 6" to 10"	4,000	LF	$	2.20
7b	Sewer Main High Velocity Jet Cleaning - 12" to 15"	1,000	LF	$	5.50
7c	Sewer Main High Velocity Jet Cleaning - 18" to 21"	500	LF	$	12.65

7d	Sewer Main High Velocity Jet Cleaning - 24" to 30"	500	LF	$	24.00
8a	Lateral High Velocity Jet Cleaning - 4"	4,000	LF	$	5.00
8b	Lateral High Velocity Jet Cleaning - 6"	12,000	LF	$	5.00
9a	Lateral Mechanical Cleaning - 4"	500	LF	$	11.00
9b	Lateral Mechanical Cleaning - 6"	1,500	LF	$	11.00
10a	TV/Video Inspection - 6" to 30" Main	6,000	LF	$	8.00
10b	TV/Video Inspection - 4" to 6" Lateral From Main	14,000	LF	$	8.50
10c	TV/Video Inspection - 4" to 6" Lateral From Cleanout	4,000	LF	$	7.75
11a	Bypass Pumping (6-inch to 10-inch pipe)	1,200	HR	$	37.50
11b	Bypass Pumping (12-inch to 15-inch pipe)	400	HR	$	61.88
11c	Bypass Pumping (18-inch to 21-inch pipe)	100	HR	$	100.00
11d	Bypass Pumping (24-inch to 30-inch pipe)	100	HR	$	187.50
11e	Bypass Pumping (36-inch pipe)	40	HR	$	312.50
12a	Well Point System - 0 ft. to 10 ft.	600	HR	$	600
12b	Wellpoint System - 0 ft. to 20 ft.	200	HR	$	650
13a	Up to & Including 6" Thick (3,000 psi Concrete)	1,200	SF	$	35.00
13b	Removal & Restoration - Concrete Curb (3,000 psi Concrete)	300	LF	$	165.00
13c	Removal & Restoration - Asphalt Surfaces Up to & Including 4" Thick (Type S Asphalt)	1,200	SF	$	15.00
13d	Removal & Restoration - Brick Pavers	800	SF	$	75.00
13e	Removal & Restoration - Sod & Gravel	4,000	SF	$	5.00
				TOTAL BID PRICE	

EA=Each; HR=Hour; LF= Linear Feet; SF=Square Feet; MOT=Maintenance of Traffic

Quantities Listed are Annual Estimates Only for Bidding Purposes. Actual Annual Quantities May be Significantly Different. Bids shal

TOTAL PRICE		
$ 130,000.00		
$ 1,170.00		
$ 3,900.00		
$ 5,400.00		
$ 2,000.00	Set price by City	
$ 2,400.00		
$ 8,000.00		
$ 16,000.00		
$ 4,800.00		
$ 320.00		
$ 400.00		
$ 200.00		
$ 120.00		
$ 1,000.00		
$ 140.00		
$ 56.00		
$ 220.00		
$ 220.00		
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$ 220.00		

$ 220.00		
$ 90.00		
$ 2,000.00		
$ 18,000.00		
$ 78,000.00		
$ 275,000.00		
$ 67,500.00		
$ 82,500.00		
$ 33,750.00		
$ 157,500.00		
$ 472,500.00		
$ 278,500.00		
$ 696,250.00		
$ 58,500.00		
$ 29,250.00		
$ 29,250.00		
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$ 62,250.00		
$ 62,250.00		
$ 8,800.00		
$ 5,500.00		
$ 6,325.00		

$ 12,000.00		
$ 20,000.00		
$ 60,000.00		
$ 5,500.00		
$ 16,500.00		
$ 48,000.00		
$ 119,000.00		
$ 31,000.00		
$ 45,000.00		
$ 24,750.00		
$ 10,000.00		
$ 18,750.00		
$ 12,500.00		
$ 360,000.00		
$ 130,000.00		
$ 42,000.00		
$ 49,500.00		
$ 18,000.00		
$ 60,000.00		
$ 20,000.00		
$ 3,732,471.00		

ll be balanced.

ITB #21-03CM Bid Form				
Sanitary Sewer Lateral Lining & Rehabilitation				
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
1a	Payment & Performance Bond Owner Controlled Allowance (payment for bond plus $400 to cover labor, etc. to acquire)		EA	$ 65,000.00
2a	MOT - FDOT Right-of-Way Permit	1	EA	$ 195.00
2b	MOT - Sarasota County Right-of-Way Permit		EA	$ 195.00
2c	MOT- City of Sarasota Right-of-Way Permit		EA	$ 135.00
2d	FDEP NOI Stormwater/Dewatering Discharge Permit Owner Controlled Allowance		LS	$ 2,000.00
3a	MOT – Arterial Road Traffic Control Plan	1	EA	$ 400.00
3b	MOT – Collector Road Traffic Control Plan		EA	$ 400.00
3c	MOT - Local/Residential Road Traffic Control Plan	1	EA	$ 400.00
3d	MOT - 36” Traffic Cone	7,200	HR	$ 0.40
3e	MOT - 36” Drum		HR	$ 0.40
3f	MOT - Type 1 Barricade		HR	$ 0.50
3g	MOT - Type II Barricade		HR	$ 0.50
3h	MOT - Type III Barricade		HR	$ 1.00
3i	MOT - Direction Indicator Barricade		HR	$ 1.25
3j	MOT - Vertical Panel		HR	$ 0.70
3k	MOT - Warning Light (mounted to barricade, drum, panel)		HR	$ 0.70
3l	MOT - 48” x 48” Sign & Support		HR	$ 1.10
3m	MOT - 48” x 24” Sign & Support	320	HR	$ 1.10
3n	MOT - 36” x 36” Sign & Support		HR	$ 1.10
3o	MOT - 30” x 30” Sign & Support		HR	$ 1.10

3p	MOT - 24” x 24” Sign & Support		HR	$	1.10
3q	MOT - 12” x 18” Sign & Support		HR	$	0.45
3r	MOT - Traffic Arrow/Message Board		HR	$	10.00
3s	MOT - Attenuator Truck		HR	$	450.00
3t	MOT - Flag Person (Dedicated Solely to Flagging)		HR	$	65.00
4a	F&I 6-inch Cleanout Assembly (0 ft. to 6 ft. deep)	30	EA	$	1,100.00
4b	F&I 6-inch Cleanout Assembly (> 6 ft. deep)	5	EA	$	1,350.00
4c	F&I 4-inch Cleanout Assembly (0 ft. to 6 ft. deep)		EA	$	1,100.00
4d	F&I 4-inch Cleanout Assembly (> 6 ft. deep)		EA	$	1,350.00
5a	F&I CIPP Lateral Liner - 4" Diameter	150	LF	$	35.00
5b	F&I CIPP Lateral Liner - 6" Diameter	1,200	LF	$	35.00
6a	F&I 4" CIPP Lateral/Main Liner Connection - 6" to 10" Main	20	EA	$	2,785.00
6b	F&I 6" CIPP Lateral/Main Liner Connection - 6" to 10" Main	30	EA	$	2,785.00
6c	F&I 4" CIPP Lateral/Main Liner Connection - 12" to 15" Main		EA	$	2,925.00
6d	F&I 6" CIPP Lateral/Main Liner Connection - 12" to 15" Main		EA	$	2,925.00
6e	F&I 4" CIPP Lateral/Main Liner Connection - 18" to 21" Main		EA	$	5,850.00
6f	F&I 6" CIPP Lateral/Main Liner Connection - 18" to 21" Main		EA	$	5,850.00
6g	F&I 4" CIPP Lateral/Main Liner Connection - 24" to 30" Main		EA	$	12,450.00
6h	F&I 6" CIPP Lateral/Main Liner Connection - 24" to 30" Main		EA	$	12,450.00
7a	Sewer Main High Velocity Jet Cleaning - 6" to 10"	2,000	LF	$	2.20
7b	Sewer Main High Velocity Jet Cleaning - 12" to 15"		LF	$	5.50
7c	Sewer Main High Velocity Jet Cleaning - 18" to 21"		LF	$	12.65

7d	Sewer Main High Velocity Jet Cleaning - 24" to 30"		LF	$ 24.00
8a	Lateral High Velocity Jet Cleaning - 4"	300	LF	$ 5.00
8b	Lateral High Velocity Jet Cleaning - 6"	1,000	LF	$ 5.00
9a	Lateral Mechanical Cleaning - 4"	100	LF	$ 11.00
9b	Lateral Mechanical Cleaning - 6"	200	LF	$ 11.00
10a	TV/Video Inspection - 6" to 30" Main	4,500	LF	$ 8.00
10b	TV/Video Inspection - 4" to 6" Lateral From Main	1,204	LF	$ 8.50
10c	TV/Video Inspection - 4" to 6" Lateral From Cleanout	100	LF	$ 7.75
11a	Bypass Pumping (6-inch to 10-inch pipe)	15	HR	$ 37.50
11b	Bypass Pumping (12-inch to 15-inch pipe)		HR	$ 61.88
11c	Bypass Pumping (18-inch to 21-inch pipe)		HR	$ 100.00
11d	Bypass Pumping (24-inch to 30-inch pipe)		HR	$ 187.50
11e	Bypass Pumping (36-inch pipe)		HR	$ 312.50
12a	Well Point System - 0 ft. to 10 ft.		HR	$ 600
12b	Wellpoint System - 0 ft. to 20 ft.		HR	$ 650
13a	Up to & Including 6" Thick (3,000 psi Concrete)		SF	$ 35.00
13b	Removal & Restoration - Concrete Curb (3,000 psi Concrete)		LF	$ 165.00
13c	Removal & Restoration - Asphalt Surfaces Up to & Including 4" Thick (Type S Asphalt)	200	SF	$ 15.00
13d	Removal & Restoration - Brick Pavers	50	SF	$ 75.00
13e	Removal & Restoration - Sod & Gravel	200	SF	$ 5.00
				TOTAL BID PRICE

EA=Each; HR=Hour; LF= Linear Feet; SF=Square Feet; MOT=Maintenance of Traffic

Quantities Listed are Annual Estimates Only for Bidding Purposes. Actual Annual Quantities May be Significantly Different. Bids shal

TOTAL PRICE		
$ -		
$ 195.00		
$ -		
$ -		
	Set price by City	
$ 400.00		
$ -		
$ 400.00		
$ 2,880.00		
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$ -		
$ 352.00		
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$ 33,000.00		
$ 6,750.00		
$ -		
$ -		
$ 5,250.00		
$ 42,000.00		
$ 55,700.00		
$ 83,550.00		
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$ 4,400.00		
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$ 1,500.00		
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$ 1,100.00		
$ 2,200.00		
$ 36,000.00		
$ 10,234.00		
$ 775.00		
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$ 1,000.00		
$ 299,998.50		

ll be balanced.

Main-to-Lateral Connections

Municipal sanitary engineers face difficult challenges in sewer renewal projects -

Root Intrusion: According to the U.S. Environmental Protection Agency (EPA), root intrusion is "...the most destructive single element facing those maintaining a wastewater collection system."

Faulty Joints and Fractured Pipe: Most industry experts agree that as much as 60% of inflow results from faulty pipe joints and fractured sections within a lateral. Areas with heavy annual rainfall and high water tables only exacerbate the force of hydrostatic pressure.

Excavation: The adverse impacts of excavation on the roads, traffic, other utilities and adjoining property owners are expensive and are often unnecessary aggravations to be avoided, if at all possible.

CIPP trenchless technologies address these issues, but different technical concerns must not be overlooked -

Adhesion: CIPP linings will not adhere to the host pipe because of improper surface preparation, incompatibility of materials and the presence of fats, oils and grease (FOG). This results in an annular space where roots and water can track.

Annular Space: All thermoset resins shrink during the curing cycle. This also results in an annular space between the liner and host pipe, allowing groundwater to travel behind the liner and migrate back into the collection system.

Engineers must require solutions that address both adhesion and the annular space.

T-Liner® with Insignia™ Gasket Sealing Technology

An engineered main-to-lateral CIPP solution that:

- Fully restores the structural integrity of the host pipe
- Provides a reliable long-term resistance to root intrusion
- Ensures a sealed watertight system with verifiable non-leaking molded compression gasket seals

LMK's T-Liner is an engineered, full-circle structural main-to-lateral connection that also renews lateral pipes in one continuous length up to 200 feet without cold joints. Fully compliant with ASTM standards, this rehabilitation system can be designed and stamped by a licensed P.E. from the installation state for both the lateral and the main-to-lateral structural connection.



LMK T-Liner is fully compliant with the design, engineering and installation requirements of:

- **ASTM F2561** – Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-In-Place Liner

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 10.

ITEM: Consideration and **Ratification** of Enterprise Fleet Management Lease Rate Quote for six (6) Ford Police Interceptors at $712.96/per vehicle for 5 year term in an amount not to exceed $45,000 for Fiscal Year 2022 to procure necessary vehicles for Police Department field operations. Enclosed are copies of the quote documents and other supporting documents.

DESCRIPTION:
Consideration and Ratification of Enterprise Fleet Management Lease Rate Quote for six (6) Ford Police Interceptors at $712.96 / per vehicle for 5 year term, in an amount not to exceed $45,000 for Fiscal Year 2022 to procure necessary vehicles for Police Department field operations.

The proposed lease agreements is to procure six Ford Explorer vehicles for the Police Department field operations. The Town will utilize the master lease agreement with Enterprise Fleet Management that was executed in 2018. The agreement was awarded by Sourcewell, which conducted the national procurement process for said services.

Enclosed are copies of the quote documents and other supporting documents.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
The adopted Fiscal Year 2021-2022 Budget has $45,000 approved vehicle lease expenditures for police department vehicle procurement. There will be no additional expenditures for the FY 2022 Budget. The vehicles have been leased through Enterprise Fleet Management Master Equity Lease Agreement that was signed on November 16, 2018 by then Town Manager J.C. Jimenez. Enclosed is a copy of the Master Equity Lease Agreement.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Police Vehicles	01/11/2022	$42,777.60	301.5380.400063.000	N/A	$45,000.00

Submitted By: Peter Kajokas, Finance Director

Raul Diaz, Chief of Police

ATTACHMENTS

1.	Enterprise Fleet Mangement - Scourcewell Contract 8.27.2018
2.	Enterprise Fleet Mangement - Master Equity Lease Agreement 11.16.2018
3.	Enterprise Quote for 6 New Vehicles 12.20.21

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. 8-27-18

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by: Jeremy Schwartz
78144D620E684E3...
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by: Chad Coauette
3F75ED28A547448...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. 8-27-18

Authorized Signatory's Title Assistant Vice President

VENDOR AUTHORIZED SIGNATURE

Alan Griese
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this seventeenth day of September, 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Town of Bay Harbor Islands, Florida	LESSOR: Enterprise FM Trust By: Enterprise Fleet Management, Inc., its attorney in fact
_____	_____
By: - Title: -	By: Brett Frazee Title: Vice President
Address: 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Address: 5105 Johnson Road Coconut Creek, FL 33073
Date Signed: November 16, 2018	Date Signed _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the seventeenth day of September, 2018, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Town of Bay Harbor Islands, Florida (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

   Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights

or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $6.00 per month per Card, plus a one time set-up fee of $0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Town of Bay Harbor Islands, Florida	EFM: Enterprise Fleet Management, Inc.
_____	_____
By: - J.C Jimenez	By: Brett Frazee
Title: - Town Manager	Title: Vice President
Address: 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Address: 5105 Johnson Road Coconut Creek, FL 33073
Date Signed: Nov 16, 2018	Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Bay Harbor Islands ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of September, 2018.

_____	_____
Bay Harbor Islands (Lessee)	Enterprise FM Trust (Lessor)
	By: Enterprise Fleet Management, Inc., its attorney in fact
By J.C. Jimenez	By_____
Title: Town Manager	Title:_____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this seventeenth day of September, 2018, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Town of Bay Harbor Islands, Florida ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the seventeenth day of September, 2018, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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

LESSEE:	Town of Bay Harbor Islands, Florida	EFM:	Enterprise Fleet Management, Inc.
By:	[signature]	By:	Brett Frazee
Title:	Town Manager	Title:	Vice President
Address:	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Address:	5105 Johnson Road Coconut Creek, FL 33073
Attention:	_____	Attention:	_____
Facsimile No.:	_____	Facsimile No.:	_____
Date Signed:	November 16, 2018	Date Signed	_____, _____

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6103782
6

Prepared For: Town of Bay Harbor Islands
Noel, Lindsley

Date 11/30/2021
AE/AM GS0/ASR

Unit #
Year 2022 **Make** Ford **Model** Police Interceptor Utility
Series Base All-Wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 382039

$ 35,900.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 150.00		Other: (See Page 2)
$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 36,050.00		Total Capitalized Amount (Delivered Price)
$ 602.04		Depreciation Reserve @ 1.6700%
$ 110.92		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 712.96		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 1 — # Tires 2 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 712.96		**Total Monthly Rental Including Additional Services**
$ -72.40		Reduced Book Value at 60 Months
$ 495.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Agate Black
Interior Color	(0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands
BY Maria Jasbon **TITLE** Town Manager **DATE** 12/06/2021

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting	C	$ 0.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 0.00
Aftermarket Equipment Total		$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 150.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 150.00
Other Charges Total		$ 150.00

Open-End (Equity) Lease Rate Quote

Quote No: 6103782

VEHICLE INFORMATION:

2022 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$39,751	$40,980.00
Total Options	$1,025.00	$1,090.00
Destination Charge	$1,245.00	$1,245.00
Total Price	**$42,021.00**	**$43,315.00**

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black

Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
17A	Rear Auxiliary Air Conditioning	$573.00	$610.00
425	50 State Emission System	STD	STD
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
51P	Driver Side Spot Lamp Prep Kit	$132.00	$140.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	$320.00	$340.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Spoiler: rear lip spoiler
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Front Tow Hooks: 1 front tow hooks
- Body Material: galvanized steel/aluminum body material
- : class III trailering with harness, hitch
- Body Side Cladding: body-coloured bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: Fleet Telematics Modem internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type projector beam LED low/high beam headlamps
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 11.

ITEM: Consideration and **approval to** piggyback off the Broward County P25 System and Services Agreement R1422515R1/P1 with Motorola Solutions to procure a Radio Communication System for the Police Department in the amount of $124,520 for a 60-month lease term, pursuant to Section 2-1(6) of the Town Code.

DESCRIPTION:
The Police Department currently has (4) Motorola APX 6000 Radios in its inventory. There is a need to purchase additional radios to equip the entire department. The goal is to provide every officer with the latest technology and equipment. An updated communications radio system is one of the essential tools for officers to perform their duties effectively, while providing officer safety. The police department recommends Motorola Solutions as the optimal choice. If approved, Motorola Solutions will be procured using a "piggyback contract", based on Motorola Solutions capabilities fitting the necessary needs of the agency.

The recommendation is based on the following. Motorola Solutions offers compatibility throughout Miami Dade County as well as the State of Florida. They offer credit for outdated equipment, and warranty for new equipment. As a current customer, the police department has established customer service representatives from Motorola Solutions that provide immediate response to the police department for any needs and tailored solutions. This will further facilitate the outfitting of the police department's officers with the new Motorola Radios through Motorola Solutions with its proprietary technology ensuring streamlined continuity. Based on the P25 System and Services Agreement R1422515R1/P1 between Broward County and Motorola Solutions, this purchase will be made as a "piggyback contract".

Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract." The Motorola Solutions quote provided, includes a 60-month service term lease for 25 Motorola APX 6000 Radios, spare batteries, chargers, and remote speaker microphones (RSM).

Enclosed are the "piggyback contract" documentation, finance quote and Memorandum provided for further documentation and reference.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

The Adopted Fiscal Year 2022 Budget has budgeted $25,000/year for 5 years, which totals $125,000, for Handheld Radio - Motorola Police Radios in Capital Projects Fund. Since the Motorola Solutions contract is $124,520 for a 5 year lease, there will be no additional Fiscal Impact for the FY 2022 Budget.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Handheld Radio - Motorola Police Radios	01/01/2022	$124,250	301.5380.400063.000	N/A	$125,000

Submitted By: Analily Perez, Administrative Coordinator
Raul Diaz, Chief of Police

ATTACHMENTS

1.	Bank Finance
2.	Memo Motorola
3.	QUOTE-1595186-5 (3)
4.	Attachment-1976

EQUIPMENT FINANCE

Document Checklist

- ☐ **Tax-Exempt Lease/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.

- ☐ **Addendum to Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.

- ☐ **Property Schedule** – 1) If the transaction can be designated as a "bank qualified" transaction – one where Lessee reasonably anticipates not issuing more than $10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section;** and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

- ☐ **Property Description** – **Exhibit A** – Execute signature block at the bottom of the page.

- ☐ **Amortization and Lease Payment Schedule** – **Exhibit B** – Execute signature block at the bottom of the page.

- ☐ **Certificate of Acceptance** – **Exhibit C** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.

- ☐ **Lessee's General and Incumbency Certificate** – **Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.

- ☐ **Lessee's Counsel's Opinion** – **Exhibit E** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.

- ☐ **Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents.

- ☐ **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.

- ☐ **Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.

- ☐ **Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.

- ☐ **Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.

- ☐ **Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

usbank
EQUIPMENT FINANCE

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2853829

ACCEPTED BY LESSOR:		
FULL LEGAL NAME **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE		DATE
PRINT NAME		
TITLE	TELEPHONE NUMBER 800-328-5371	

AGREED TO BY LESSEE:		
FULL LEGAL NAME TOWN OF BAY HARBOR ISLANDS		
STREET ADDRESS 9665 BAY HARBOR TERRACE		
CITY BAY HARBOR ISLANDS	STATE FL	ZIP 33154
SIGNATURE X		DATE
PRINT NAME		
TITLE	TELEPHONE NUMBER (305) 866-4262	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year, with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use.

Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. **Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.**

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

EQUIPMENT FINANCE

APPLICATION NO.
2853829

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

1. Entire Agreement; Interpretation: The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.
2. Commencement Date: The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property.
3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments: Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Certificate of Acceptance: Attached as Exhibit C, hereto.
6. Expiration: Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 3/17/2022.
7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is $112,000.00.
8. Lessee's General and Incumbency Certificate: Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
9. Lessee's Counsel's Opinion: If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
10. Private Activity Issue: Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

    Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

    Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
11. Bank Qualification: Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

_____ Lessee initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance
Lessor

Signature Date

Print Name Title

TOWN OF BAY HARBOR ISLANDS
Lessee

Signature Date

Print Name Title

Attest By Signature

Print Name Title

EQUIPMENT FINANCE

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2853829

Addendum (FLORIDA)

THIS ADDENDUM, which is entered into between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") ("Lessor") and TOWN OF BAY HARBOR ISLANDS ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of _____ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. The Agreement is hereby amended as set forth below:

(a) The Section entitled "QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST" is amended to read as follows:

"**QUIET ENJOYMENT:** Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder."

(b) A new Section is added to the Agreement to read in its entirety as follows:

"**FAILURE TO RETURN PROPERTY:** Following an Event of Default or a Nonappropriation Event hereunder and upon failure of Lessee to voluntarily comply with the Section entitled NON-APPROPRIATION or subsection (b) of the Section entitled 'REMEDIES OF LESSOR," Lessor may take any action, at law, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement against Lessee's legally available funds. Lessor and Lessee agree that there is no intention to create under this Agreement and the Property Schedule a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Property. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title to and return of possession of the Property to Lessor. Lessor acknowledges that in no event may it compel the use of ad valorem taxing power to compel Lessee to pay Lease Payments or other payment obligations under this Agreement."

2. If Lessee utilizes the services of a procurement management program operated by another governmental authority in connection with the acquisition of Property, Lessee shall be solely responsible for the payment of all rebates, revenues sharing and other fees payable to such governmental authority in connection with its participation in such program, regardless of whether any available discount has been applied in determining the amount of proceeds of the Property Schedule payable to the Vendor.

3. Lessee covenants and agrees with Lessor that it will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

4. If Lessee is a county, Lessee represents and warrants to Lessor that:

(a) If the term of the Property Schedule exceeds five (5) years, Lessee represents and covenants to Lessor that the Lease Payments with respect thereto are and will be payable from sources other than ad valorem taxes.

(b) The Property Schedule has been approved by the Board of County Commissioners of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance		**TOWN OF BAY HARBOR ISLANDS**	
Lessor		Lessee	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		Attest By Signature	
		Print Name	Title

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EQUIPMENT FINANCE

Exhibit A

APPLICATION NO.
2853829

Property Description

VENDOR			
MOTOROLA SOLUTIONS INC			
STREET ADDRESS	CITY	STATE	ZIP
500 WEST MONROE 44TH FLOOR	CHICAGO	IL	60661

PROPERTY DESCRIPTION

QUANTITY	DESCRIPTION	SERIAL NUMBER	PROPERTY LOCATION
25	APX6000 700/800 MODEL 2.5 PORTABLE		9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS, FL 33154
25	BATT IMPRES 2 LIION R IP67 3400T		9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS, FL 33154
25	CHARGER SINGLE-UNIT IMPRES 2 3A 100-240VAC US/NA PLUG		9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS, FL 33154
25	ACCESSORY KIT XVP830 REMOTE SPEAKER MICROPHONE		9665 BAY HARBOR TERRACE BAY HARBOR ISLANDS, FL 33154

LESSEE ACCEPTANCE

TOWN OF BAY HARBOR ISLANDS

NAME OF LESSEE | SIGNATURE | TITLE | DATED

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EQUIPMENT FINANCE

Exhibit B

APPLICATION NO.
2853829

Amortization and Lease Payment Schedule

Term: 5 Annual

Payment Structure: Annual

Interest Rate: 3.58%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 12 months after the Commencement Date and each subsequent Lease Payment shall be due annually thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				112,000.00	
1	24,903.87	4,076.03	20,827.84	91,172.16	91,172.16
2	24,903.87	3,318.04	21,585.83	69,586.33	69,586.33
3	24,903.87	2,532.47	22,371.40	47,214.93	47,214.93
4	24,903.87	1,718.30	23,185.57	24,029.36	24,029.36
5	24,903.87	874.51	24,029.36	0.00	0.00
	124,519.35	12,519.35	112,000.00		

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE

TOWN OF BAY HARBOR ISLANDS

NAME OF LESSEE | SIGNATURE | TITLE | DATED

EQUIPMENT FINANCE

Exhibit C

APPLICATION NO.
2853829

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

TOWN OF BAY HARBOR ISLANDS

Lessee

Signature

Print Name

Title

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EQUIPMENT FINANCE

Exhibit D

APPLICATION NO.
2853829

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of X_____, between TOWN OF BAY HARBOR ISLANDS, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

TOWN OF BAY HARBOR ISLANDS — X

Lessee | Signature of Person to Sign Agreement | Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement | Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of X_____, between TOWN OF BAY HARBOR ISLANDS, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement) | Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate | Print Date that Above Person Signed this Certificate

EQUIPMENT FINANCE

APPLICATION NO.
2853829

Insurance Authorization and Verification

Re: Tax-Exempt Lease/Purchase Agreement dated as of _____, between Lessee and Lessor.

Lessor: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Lessee: TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154

TO THE LESSEE: In connection with the above-referenced Tax-Exempt Lease/Purchase Agreement and the Property Schedule thereunder each dated _____ (the "Agreement"), Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $112,000.00**, with deductibles no more than $10,000.00.**

**Lessee: Please execute this form and return with your document package.* Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

NAME OF AGENCY		NAME OF AGENT	
STREET ADDRESS	CITY	STATE	ZIP
PHONE	FAX	E-MAIL	

LESSEE ACCEPTANCE

TOWN OF BAY HARBOR ISLANDS

NAME OF LESSEE | SIGNATURE | TITLE | DATED

TO THE AGENT*: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at* **866-405-8329***. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

X

NAME OF AGENCY | SIGNATURE | PRINT NAME | DATED

Insurable Value: $112,000.00

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

UPS CampusShip: View/Print Label

Ensure there are no other shipping or tracking labels attached to your package.

Fold the printed label at the solid line below.
Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

GETTING YOUR SHIPMENT TO UPS
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name	2 **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

Instructions for Form 8038-G

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to *IRS.gov/Form8038G*.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
$100,000 or more	a **separate** Form 8038-G for **each** issue.
less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to *IRS.gov/PDS* for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to *IRS.gov/PDSstreetAddresses*.

CAUTION *PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.*

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, $1.39 becomes $1 and $2.50 becomes $3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through IRS.gov/FormComments.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

UPS CampusShip: View/Print Label

Ensure there are no other shipping or tracking labels attached to your package.

Fold the printed label at the solid line below.
Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

GETTING YOUR SHIPMENT TO UPS
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 1/4/2022

From: Raul M. Diaz
Chief of Police

Subject: Consideration and approval of a proposal from Motorola Solutions for Radio Communication System

The Police Department currently has (4) Motorola APX 6000 Radios in its inventory. There is a need to purchase additional radios to equip the entire department. The goal is to provide every officer with the latest technology and equipment. An updated communications radio system is one of the essential tools for officers to perform their duties effectively, while providing officer safety. The police department recommends Motorola Solutions as the optimal choice. If approved, Motorola Solutions will be procured using a “piggyback contract”, based on Motorola Solutions capabilities fitting the necessary needs of the agency.

The recommendation is based on the following. Motorola Solutions offers compatibility throughout Miami Dade County as well as the State of Florida. They offer credit for outdated equipment, and warranties for new equipment. As a current customer, the police department has established customer service representatives from Motorola Solutions that provide immediate response to the police department for any needs and tailored solutions. This will further facilitate the outfitting of the police department’s officers with the new Motorola Radios through Motorola Solutions with its proprietary technology ensuring streamlined continuity.

Based on the Contract/Master Agreement for Public Safety Communication Equipment between Broward County and Motorola Solutions, this purchase will be made as a “piggyback contract”. Attached is the contract document as proof of the “piggyback contract” the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town’s Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity “piggyback contract.”

The Motorola Solutions quote provided, includes a 60-month service term lease for 25 Motorola APX 6000 Radios, spare batteries, chargers, and remote speaker microphones (RSM).

MOTOROLA SOLUTIONS







BAY HARBOR ISLAND, TOWN OF

11/05/2021

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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Quote Number: QUOTE-1595186

Billing Address:
BAY HARBOR ISLAND, TOWN OF
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS FL, 33154

Shipping Address:
BAY HARBOR ISLAND, TOWN OF
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS FL, 33154

Customer: BAY HARBOR ISLAND, TOWN OF

Quote Date: 2021-11-05
Expiration Date: 2022-01-01
Contract Name: R1422515R1/P1 - Broward P25

Currency: USD

Quote Created By:
Armando Rojas
arojas@emciwireless.com

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount $	Unit Sale Price	Ext. Sale Price	APC
	APX™ 6000 Series									
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	25	$3,268.00	$81,700.00	27.00%	$882.36	$2,385.64	$59,641.00	0481
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA.	25	$5.00	$125.00	27.00%	$1.35	$3.65	$91.25	0481
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH.	25	$100.00	$2,500.00	27.00%	$27.00	$73.00	$1,825.00	0481
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING.	25	$300.00	$7,500.00	27.00%	$81.00	$219.00	$5,475.00	0481
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	25	$121.00	$3,025.00	0.00%	$0.00	$121.00	$3,025.00	0185
1e	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595).	25	$24.00	$600.00	27.00%	$6.48	$17.52	$438.00	0481
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	25	$150.00	$3,750.00	27.00%	$40.50	$109.50	$2,737.50	0481
1g	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY.	25	$740.00	$18,500.00	27.00%	$199.80	$540.20	$13,505.00	0481
1h	H38BT	ADD: SMARTZONE OPERATION.	25	$1,200.00	$30,000.00	27.00%	$324.00	$876.00	$21,900.00	0481
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	25	$515.00	$12,875.00	27.00%	$139.05	$375.95	$9,398.75	0481
1j	QA01771AB	ENH: ENHANCEMENT LEVEL 2.	25	$200.00	$5,000.00	27.00%	$54.00	$146.00	$3,650.00	0481
1k	Q629AK	ENH: AES ENCRYPTION AND ADP.	25	$475.00	$11,875.00	27.00%	$128.25	$346.75	$8,668.75	0481
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T.	25	$163.00	$4,075.00	27.00%	$44.01	$118.99	$2,974.75	0453
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG.	25	$157.00	$3,925.00	27.00%	$42.39	$114.61	$2,865.25	0785
4	PMMN4136A	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB.	25	$450.00	$11,250.00	27.00%	$121.50	$328.50	$8,212.50	0372
5	Finance	5yr Financing Cost	1	$12,519.35	$12,519.35	0.00%	$0.00	$12,519.35	$12,519.35	
				MSRP Total	**$209,219.35**			**Broward Contract Total**	**$156,927.10**	
6	Incentive	5yr Financing Credit - Expires 12/20/21	1	-$12,519.35	-$12,519.35	0.00%	$0.00	-$12,519.35	-$12,519.35	
7	Incentive	Trade-in Credit- Expires 12/20/21	25	-$250.00	-$6,250.00	0.00%	$0.00	-$250.00	-$6,250.00	
8	Incentive	AES/OTAR Promo - Expires 12/20/21	25	-$545.51	-$13,637.75	0.00%	$0.00	-$545.51	-$13,637.75	
								Total Incentive Amount	**-$32,407.10**	

MSRP Total	**$209,219.35**
Broward Contract Disc.	**-$52,292.25**
Total Incentive Amount	**-$32,407.10**
Grand Total	**$124,520.00**

BROWARD COUNTY P25 SYSTEM AND SERVICES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

This P25 System and Services Master Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Motorola Solutions, Inc., a Delaware corporation registered to transact business in the State of Florida ("Provider" or "Motorola Solutions").

A. County issued solicitation RFP R1422515R1/P1 to provide a turnkey replacement of various communication subsystems operated by the County's Office of Regional Communications and Technology and integral to the public safety communications of Broward County and its municipalities. The RFP sought a new 700 MHz, P25 Phase II system to replace the County's existing 800 MHz SmartNet System, a new IP-based microwave system to replace the existing Tadiran 6 GHz system and providing backward compatibility for legacy circuits, civil work to support upgrades to new and existing radio sites, and P25 Phase II-compliant subscriber radios and maintenance available for purchase by entities in the Broward County public safety network.

B. County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and County's Design-Build competitive procurement regulations, and has selected Provider and its Subcontractors to perform the services hereunder.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Authorized Third Party Users. All persons and entities that County authorizes to use the P25 System, which may include employees and contractors of Broward County, Broward Sheriff's Office, Broward School District, municipalities, law enforcement, fire rescue, emergency management, transportation, non-government aid or relief organizations, and federal agencies.

1.2 Board. The Board of County Commissioners of Broward County, Florida.

1.3 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.

1.4 Change Order. A written document ordering a change in the Design Build Price or Design Build Time or a material change in the Design Build Work.

1.5 Contract Administrator. The Director of Office of Regional Communications and Technology or other person as designated in writing by the Director of the Office of Regional Communications and Technology for all or portions of this Agreement and the Services provided hereunder.

1.6 County Consultant. Mission Critical Partners, Inc. or any other entity designated by the Contract Administrator as employed by or under contract to County for the providing of consulting services in connection with the preparation of the Specifications and oversight of the performance of this Agreement.

1.7 DB-Firm. The Subcontractor providing the design-related and civil work required for the Project or as otherwise required under the Facilities and Infrastructure SOW. As of the Effective Date, the DB-Firm is Amec Foster Wheeler.

1.8 DB-Firm's Consultant (Engineer of Record). A registered engineer who is employed by or has contracted with DB-Firm to provide professional services for the design, permitting, and construction related professional services of the Project and who is licensed by the State of Florida to provide said professional services. The DB-Firm Consultant as of the Effective Date is Carrick Contracting Corporation.

1.9 Design Build Contract Documents. Collectively, this Agreement and its exhibits, attachments and forms, the RFP R1422515R1/P1 and Addenda, and Provider's responses thereto (as negotiated and accepted by County); the Specifications; design plans, specifications, and drawings which are to be developed, signed, and sealed by DB-Firm's Consultant; the record of the contract award by the Board of County Commissioners; the Performance Bond and Payment Bond; the Notice(s) to Proceed; the Purchase Order; and all agreed upon contract and design modifications issued after execution of this Agreement.

1.10 Design Build Price. The amount established in the Agreement as the total contract price for the Project, as may be amended by Change Order.

1.11 Design Build Time. The original time between commencement and completion for the Facilities and Infrastructure Work, in accordance with Exhibit A-2 and the Project Schedule set forth in Schedule 10, including any milestone dates, as may be amended by Change Order.

1.12 Design Build Work. The totality of the obligations, including design and construction and other services required by the Design Build Contract Documents, whether completed or partially completed, including all labor, materials, equipment, and services provided or to be provided by DB-Firm or Provider to fulfill the obligations hereunder for the Project.

1.13 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to any portion of the P25 System and other hardware and software that Provider or its Subcontractor customarily furnishes to purchasers of such hardware or software. "Documentation" includes product and software documents that specify technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.14 Equipment. The hardware and other property being provided to County pursuant to this Agreement, including equipment with which or for which the Software and Documentation is licensed, and including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of such equipment.

1.15 Field Order. A written order which orders minor changes or interpretations of the Contract Documents but which does not involve an increase in the Design Build Price or change

in the Design Build Time.

1.16 Final Completion. The date certified by DB-Firm's Consultant, and as finally determined by the Contract Administrator with concurrence by the County Consultant, upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Design Build Contract Documents have been received by the Contract Administrator; any other documents required to be provided by DB-Firm have been received by County; and the Design Build Work defined herein has been fully completed for the applicable Sites in accordance with the terms and conditions of the Design Build Contract Documents.

1.17 Open Source Software. Open Source Software is software with either freely obtainable source code, license for modification, or permission for free distribution.

1.18 Open Source Software License. The terms or conditions under which the Open Source Software is licensed by its copyright owner.

1.19 P25 System. All of the Software, Equipment, and other property identified in any Statement of Work, inclusive with all Services, being provided to County pursuant to this Agreement. The P25 System is comprised of three component systems: (1) the "Radio System," which constitutes the Software, Equipment and Services as stated in Exhibit A-1; (2) the Project, which constitutes the Design Build Work for the Facilities and Infrastructure system as stated in Exhibit A-2; and (3) the "Microwave System," which constitutes the Software, Equipment and Services as stated in Exhibit A-3.

1.20 Project. The design-build services to design, build, and install the necessary antenna towers, improvements, buildings, and other work as described in SOW A-2 or the Design Build Contract Documents.

1.21 Purchasing Director. The Broward County Director of Purchasing as appointed by the Broward County Administrator.

1.22 Security Vulnerability. A flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.23 Services. All required installation, integration, programming, configuration, customization, and enhancements of the P25 System or any component System thereof, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the P25 System, as further specified in the Statements of Work that comprise Exhibit A.

1.24 Sites. The sites included in this Project as identified in Exhibit A-2 and as updated or amended by Change Order.

1.25 Software. All proprietary or third-party software or other intellectual property rights, including the Documentation for same, provided or licensed to County or third party users pursuant to this Agreement, including the computer programs (in machine readable object code form) provided pursuant to this Agreement or listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this

Agreement. "Software" includes software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software, and any modifications and new versions of the software provided pursuant to this Agreement, as well as any embedded software in the Equipment.

1.26 Specifications. The performance criteria developed by County Consultant that specifies the performance-based criteria for the P25 System or Project, including the description of work, standard specifications to be followed, technical requirements, management plans, Project schedule requirements, meetings and documentation requirements, design and survey requirements, provisions for utilities and coordination, permitting, maintenance-of-traffic, geotechnical investigations, environmental considerations, and construction operations, applicable to the Project or P25 System, as expressed in the RFP document, and include all implied requirements necessary to complete the Services and Design Build Work.

1.27 Subcontractor. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Provider for all or any portion of the Services or Project or who furnishes skills or materials worked into a special design according to the plans and specifications for such Services, but not those who merely furnish equipment or materials required by the plans and specifications. DB-Firm is included within the definition of Subcontractor.

1.28 Substantial Completion. That date, as certified by DB-Firm's Consultant and as finally determined by the Contract Administrator in its sole discretion, with concurrence from the County Consultant, the Design Build Work, or a portion thereof, is at a level of completion in substantial compliance with the Design Build Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and County or its designee can enjoy use and operate it in all respects for its intended purpose.

1.29 Support and Maintenance Services. The maintenance and support required to maintain optimal performance of the applicable System as described in the Documentation and Exhibit C, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the System.

1.30 Surety. The surety company or individual which is bound by the performance bond and payment bond with and for Provider who is primarily liable, and which surety company or individual is responsible for Provider's satisfactory performance of the Services and other work under the Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes, as applicable and as may be amended from time to time.

ARTICLE 2. EXHIBITS AND SCHEDULES

The following exhibits and schedules are attached hereto and incorporated into this Agreement:

Exhibit A Statements of Work
- **Exhibit A-1 Radio System SOW**
- **Exhibit A-2 Facilities and Infrastructure SOW**
- **Exhibit A-3 Microwave System SOW**

Exhibit A-4 Subscriber Equipment and Subscriber Equipment Maintenance
Exhibit A-5 Optional Services
Exhibit B Payment Schedule
Exhibit C Support and Maintenance Services
Exhibit D Insurance Coverages
Exhibit E Work Authorization Form
Exhibit F Additional Terms and Conditions for Project
Exhibit G Subcontractor Schedule and CBE Letters of Intent

Schedule 1 Software Schedule
Schedule 2 Equipment Schedule
Schedule 3 Training Plans
Schedule 4 Spares
Schedule 5 Interfaces and Alarms
Schedule 6 Quality Control Plan
Schedule 7 Block Diagrams
Schedule 8 Specifications
Schedule 9 Path Calculations and Profiles
Schedule 10 Project Schedule

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits or Schedules, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 Scope of Services. Provider, either directly or through an authorized Subcontractor, shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable. The Services required under this Agreement is inclusive of the Services required for all three separate system components: the Radio System, the Project, and the Microwave System. Provider shall be responsible for scheduling and coordinating each of the components, with the approval of the Contract Administrator, to ensure timely, complete, and proper implementation of each of the component Systems as well as the P25 System as a whole.

3.1.1 Radio Services. Provider or its Subcontractor shall perform all work set forth in the Radio Services SOW (Exhibit A-1) for the installation and implementation of the Radio System. Provider shall provide all services as set forth in this Agreement for the Radio System, including all necessary, incidental, and related activities and services required by the Radio SOW.

3.1.2 DB-Firm Services. Provider shall perform, directly or through the DB-Firm or other Subcontractor, all work set forth in the Facilities and Infrastructure SOW (Exhibit A-2) for the design, build, and installation for the Project. For all Services relating to the Project or required pursuant to the Facilities and Infrastructure SOW (Exhibit A-2), Provider and its Subcontractors, including the DB-Firm, shall comply with the Additional Terms and Conditions for Project attached as Exhibit F hereto. Provider shall ensure that its DB-Firm shall provide all services as set forth in this Agreement for the Project, including all necessary, incidental, and related activities and services required by the Facilities and Infrastructure SOW and implicit in the completion of the Project.

3.1.2.1 Structural Integrity. Provider and its DB-Firm shall perform all Design Build Work so as not to harm the structural integrity of any existing structure or infrastructure within the Project or at the Sites, and so as to conform to the standards set forth in Exhibit A-2. Provider shall repair and restore to its original condition any area of damage caused by Provider or its Subcontractor's performance under this Agreement. County or the County Consultant may review the work performed by DB-Firm and to direct DB-Firm to take certain corrective action if, in the opinion of the Contract Administrator or the County Consultant, the structural integrity of any existing structure or infrastructure within the Project or at any Site is or will be harmed.

3.1.2.2 Title of Work. Title to Design Build Work accepted by County under this Agreement shall vest in County. Ownership of the equipment and materials presently existing at the Sites at the time of execution of this Agreement shall remain the property of County, even if it is replaced or its operation made unnecessary by the Design Build Work. Title to the Equipment and risk of loss will pass to County upon written acceptance by County. Title to Software will not pass to County at any time.

3.1.2.3 Drawings and Material Lists. Where applicable, shop drawings, prepared, signed and sealed by the DB-Firm's Consultant, and equipment lists shall be submitted, including manufacturer supplied descriptive and technical literature. Manufacturer supplied descriptive and technical material (catalog cut sheets and performance charts) for new major equipment items shall also be submitted with the drawing package. The submitted shop drawings shall contain complete wiring and piping schematics and routing and any other details required to demonstrate the units are maintainable and will function as required in the complete system.

3.1.2.4 Lands for Work. County shall provide, as may be indicated in the Design Build Contract Documents, the Sites upon which the Design Build Work is to be performed, including rights-of-way and easements for access thereto, and such other lands as are designated by County for the use of Provider or its Subcontractor. Provider or its Subcontractor shall provide, at no expense to County and without liability to County, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Provider shall furnish to County copies of written permission obtained from the owners of such land.

3.1.3 Microwave Services. Provider or its Subcontractor shall perform all work set forth in the Microwave SOW (Exhibit A-3) for the installation and implementation of the Microwave

System. Provider shall provide all services as set forth in this Agreement for the Microwave System, including all necessary, incidental, and related activities and services required by the Microwave SOW.

3.2 Level of Effort. The Statements of Work do not delineate every detail and minor work task required to be performed by the Provider or its Subcontractor to complete the P25 System or its components. If, during the course of the performance of the Services, Provider determines that work should be performed to complete the P25 System or any component thereof, which in Provider's or its Subcontractor's opinion is outside the level of effort originally anticipated, whether or not the Statement of Work identifies the work items, Provider shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Provider or its Subcontractor proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Statement of Work. Notice to the Contract Administrator does not constitute authorization or approval by County to perform the work. Performance of work outside the originally anticipated level of effort without prior written County approval is at Provider's sole risk.

3.3 Key Personnel. County's selection of Provider to perform the Services hereunder was based, in part, on the Subcontractors and specific personnel included in Provider's response to the County's solicitation. Provider's Subcontractors as identified in its response to the County's solicitation or as identified in this Agreement (inclusive of the applicable Statements of Work) shall not be changed without the prior written consent of the Contract Administrator. In the event Provider alters its relationship with the DB-Firm or DB-Firm alters its relationship with DB-Firm's Consultant without the prior written consent of the Contract Administrator, such occurrence shall be deemed an event of default and County may, in its discretion, terminate this Agreement in whole or as to any Statement of Work for cause herein. If Provider is granted written consent by the Contract Administrator to change any Subcontractor or the DB-Firm's Consultant, any delay costs associated with such change shall be borne by Provider.

3.4 Support and Maintenance Services. For so long as requested by County, Provider shall provide Support and Maintenance Services for the P25 System at the rates set forth in the Payment Schedule to ensure the proper functioning and optimal performance of the P25 System as set forth in the Documentation pursuant to the terms of Exhibit C. For the first year following Final Acceptance, all Support and Maintenance Services for the P25 System are included at no additional cost. For subsequent years, Support and Maintenance Services for the applicable System shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B. County may elect to suspend, discontinue, or recommence Support and Maintenance Services for the P25 System or for any or all of the component Systems upon thirty (30) days' prior notice, with the applicable fees prorated for the applicable term, without reinstatement or other penalty.

3.5 License. Subject to County's compliance with the license terms of use set forth in this Agreement, Provider grants to County a perpetual, royalty-free, nonexclusive license, with no

geographical limitations, for the number of users set forth in this Agreement (including any applicable Work Authorization), to all Software included in the P25 System, including to any software embedded in or provided with the Equipment, for use solely for governmental or other noncommercial purposes, including on- and off-site access and use of the System by Authorized Third Party Users, including those persons or entities with which County may contract to operate the P25 System or components thereof and the offices of the County constitutional officers.

3.5.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work) or Schedule 1, County and any of its employees, agents, suppliers of services, or other Authorized Third Party Users shall have the right to concurrently operate and use the P25 System. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses are required, County's Purchasing Director is authorized to execute a Work Authorization to purchase additional licenses for the fee specified in the Payment Schedule.

3.5.2 Additional Uses. County may, if required by reason of an emergency, disaster or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.5.3 Prohibited Uses. Except as otherwise provided for in this Agreement or required under Florida law, County shall not adapt, create derivative works, distribute, lease, lend, reproduce, publish, or license the Software to the general public or to third parties other than Authorized Third Party Users. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.5, or (b) to the extent permitted under any applicable open source license. County may not export the Software without complying with all applicable state and federal export laws. County will not transfer the Software to any third party (other than Authorized Third Party Users) without Motorola's prior written consent.

3.5.4 Ownership and Title. Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to County under this Agreement by implication, estoppel or otherwise, except

for those rights which are expressly granted to County in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Equipment, Documentation or related services, remains vested exclusively in Motorola, and County will not have any shared development or other intellectual property rights. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

3.6 Updates, Upgrades and Releases. For the duration of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software (as well as any firmware included with the Equipment), including all that Provider has made available to other licensees of all or part of the Software licensed pursuant hereto. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.7 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software and P25 System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the P25 System. In the event Provider is not be able to support any third party software update, upgrade or new release that is not backwards compatible with the Software or the P25 System (or any component thereof), Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and P25 System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software and P25 System in accordance with this Agreement due to any applicable third party software release, update or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.8 Software Enhancements or Modifications. If requested by County and agreed to by Provider in an appropriate Work Authorization, Provider shall incorporate certain features and enhancements into the licensed Software. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.9 below, or otherwise into a proposed amendment to this Agreement.

3.9 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement, except as expressly provided herein. Contract Administrator may, from time to time, make changes to the Services or Design Build Work, including, but not limited to, the character and quantity of the Services or Design Build Work, as may be considered necessary or desirable in his or her sole discretion to complete fully and acceptably the proposed System or Design Build Work in a satisfactory manner. Provided such changes do not increase the cost to County, such changes may be documented between the Parties by execution of a Field Order or other writing in accordance with this Agreement (with

any decrease in charges to County credited against the next invoice, credited against other purchases with all applicable discounts and pricing incentives applied, or applied as the Parties otherwise agree). Unless otherwise expressly stated herein, any changes that increase cost to County must be documented by joint execution of a Change Order, Work Authorization, or amendment. Change Orders may only be used for the Project; Work Authorizations must be used for additional Services relating to the remainder of the P25 System.

3.9.1 Additional Services, Software or Equipment. To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional for County or set forth in SOW A-5 (collectively, "Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization executed by Provider and County pursuant to this Section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the cumulative total cost to County is less than $30,000.00; the Purchasing Director may execute Work Authorizations for which the cumulative total cost to the County is within the not-to-exceed amounts set forth in Section 5.1 (which amounts are acknowledged to be in excess of Purchasing Director's delegated authority under the Procurement Code, but are expressly authorized by the Board under this Agreement); any other Work Authorizations shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.9.2 Field Orders. The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Design Build Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Design Build Price or Design Build Time.

3.9.3 Change Orders. Changes in the quantity or character of the Design Build Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Design Build Price or the Design Build Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code. Provider or DB-Firm shall not start work on any changes requiring an increase in the Design Build Price or the Design Build Time until a Change Order setting forth the adjustments is approved by the County. Upon receipt of a Change Order, Provider or DB-Firm shall promptly proceed with the Design Build Work set forth within the document.

3.9.4 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Design Build Price or Design Build Time, and a Change Order has not been issued, County reserves the right at its sole option to either (a) terminate the Agreement as it applies to

the items in question and make such arrangements as may be deemed necessary to complete the disputed Design Build Work; or (b) submit the matter in dispute to County Administrator as set forth in Section 14.29 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by County, Provider and DB-Firm shall promptly proceed with the change in the Work involved and advise the Contract Administrator in writing within seven (7) calendar days of Provider's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Design Build Price or Design Build Time.

3.9.5 On approval of any change increasing the Design Build Price, Provider shall ensure that the performance bond and payment bond are increased so that each reflects the Design Build Price as increased.

3.9.6 Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County.

3.10 Value of Change Order Work.

3.10.1 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Design Build Price shall be determined in one of the following ways:

3.10.1.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 3.10.7.

3.10.1.2 By mutual acceptance of a lump sum which Provider and County acknowledge contains a component for overhead and profit.

3.10.1.3 On the basis of the "cost of work," determined as provided in Sections 3.10.2 and 3.10.3, plus a fee for overhead and profit which is determined as provided in Section 3.10.4.

If and to the extent Provider claims that any of the data or calculations included in the calculation of the modification to the Design Build Price (or any other pricing calculation under this Agreement) constitutes a trade secret under Florida law, including Florida Statutes Section 812.081, Provider shall provide the information to County for determination of price in accordance with, but shall also follow the procedures set forth in Section 9.2 as to the trade secret designation of the information.

3.10.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by DB-Firm in the proper performance of the Design Build Work described in the Change Order. Except as otherwise may be agreed to in writing by County, 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 Section 3.10.3:

3.10.2.1 Payroll costs for employees in the direct employ of DB-Firm in the performance of the Design Build Work described in the Change Order under schedules of job classifications agreed upon by County and DB-Firm. Payroll costs for employees not employed full time on the Design Build Work covered by the Change Order shall be apportioned on the basis of their time spent on the Design Build 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 application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Design Build Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by County.

3.10.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to DB-Firm unless County deposits funds with DB-Firm with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to County, and DB-Firm shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from DB-Firm or others in accordance with rental agreements approved by County and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

3.10.2.3 Payments made to DB-Firm or other Subcontractors for work performed by Subcontractors. If required by County, DB-Firm shall obtain competitive bids from Subcontractors acceptable to DB-Firm and shall deliver such bids to County who will then determine which bids will be accepted. If the 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 shall be determined in the same manner as DB-Firm's cost of the work. All Subcontractors shall be subject to the other provisions of the Design Build Contract Documents insofar as applicable.

3.10.2.4 Supplemental costs including the following:

3.10.2.4.1 The proportion of necessary transportation, travel and subsistence expenses of DB-Firm's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Design Build Work.

3.10.2.4.2 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, less market value of such items used but not consumed which remains the property of Provider or DB-Firm.

3.10.2.4.3 Sales, use, or similar taxes related to the Design Build Work, and for which DB-Firm is liable, imposed by any governmental authority.

3.10.2.4.4 Deposits lost for causes other than Provider's or DB-Firm's negligence; royalty payments and fees for permits and licenses.

3.10.2.4.5 The cost of utilities, fuel and sanitary facilities at the site.

3.10.2.4.6 Receipted 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.

3.10.2.4.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

3.10.3 The term "cost of the work" shall not include any of the following:

3.10.3.1 Payroll costs and other compensation of Provider's or DB-Firm's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, schedulers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Provider or DB-Firm whether at the site or in its principal or a branch office for general administration of the Design Build Work are considered administrative costs covered by Provider's or DB-Firm's overhead.

3.10.3.2 Expenses of DB-Firm's principal and branch offices other than DB-Firm's office at the site.

3.10.3.3 Any part of DB-Firm's capital expenses, including interest on DB-Firm's capital employed for the Work and charges against DB-Firm for delinquent payments.

3.10.3.4 Cost of premiums for all bonds and for all insurance whether or not Provider or DB-Firm is required by the Design Build Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of the changes in the Design Build Work.

3.10.3.5 Costs due to the negligence or neglect of Provider or DB-Firm, any other Subcontractors, 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.

3.10.3.6 Other overhead or general expense costs of any kind.

3.10.4 DB-Firm's fee allowed to DB-Firm for overhead and profit shall be determined as follows:

3.10.4.1 A mutually acceptable fixed fee; or

3.10.4.2 A fee based on the following percentages of the various portions of the cost of the work: For costs incurred under Sections 3.10.2.1 and 3.10.2.2, DB-Firm's fee shall not exceed ten percent (10%); For costs incurred under Section 3.10.2.3, DB-Firm's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and no fee shall be payable on the basis of costs itemized under Section 3.10.2.4 (except Section 3.10.2.4.3) and Section 3.10.3.

3.10.5 The amount of credit to be credited to County for any change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any; however, neither Provider nor DB-Firm shall be entitled to claim lost profits for any Design Build Work not performed.

3.10.6 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work." Provider will submit in a form acceptable to the Contract Administrator an itemized cost breakdown together with the supporting data. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves DB-Firm and one or more Subcontractors and the change is an increase in the Design Build Price, overhead and profit percentage for DB-Firm and each Subcontractor shall be itemized separately.

3.10.7 Where the quantity of any item of the Design Build Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Design Build Work indicated in the Design Build Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

3.10.8 Whenever a change in the Design Build Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit, or no change-in-cost, Provider shall submit an initial cost estimate acceptable to Contract Administrator.

3.11 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative

Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM, TIME OF PERFORMANCE, ACCEPTANCE AND LIQUIDATED DAMAGES

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The initial term of the Agreement shall be for a period of ten (10) years from the date of Final Acceptance (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for two (2) additional five-year terms (each an "Extension Term") by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 Time for Performance. Time is of the essence for all performance required under this Agreement. Prior to the commencement of Services under any Statement of Work, County Contract Administrator will issue a Purchase Order for the "P25 System Initial Purchase Order Amount" per Exhibit B and a Notice to Proceed for the relevant Services (including, to the extent set forth in the applicable Statement of Work, Notices to Proceed for each phase or subpart). Unless otherwise specified in the applicable Notice to Proceed, the applicable work to be performed pursuant to any Notice to Proceed shall commence within ten (10) calendar days of the issuance date of the Notice to Proceed.

4.4.1. Project Schedule. Provider and its Subcontractors shall complete the Services for each System, including the P25 System as a whole, within the time periods specified in the Project Schedule (Schedule 10) for the applicable System, including any modifications thereto approved in writing by the Contract Administrator.

4.4.2. County Responsibilities. The Contract Administrator or County Consultant, as applicable, shall review the itemized deliverables and documents and respond in writing with any comment within the time set forth on the approved Project Schedule. The Contract Administrator or County Consultant shall give prompt written notice to Provider whenever the Contract Administrator observes or otherwise becomes aware of any development that affects the scope or timing of Provider's or DB-Firm's services or any defect in the work of Provider or DB-Firm. The Contract Administrator has the authority to stop the progress of the Services or

Work whenever, in the opinion of the Contract Administrator, such stoppage is necessary to insure proper execution of the Services or Work or in an emergency affecting public safety, life, the integrity of the Services or Work, or adjoining property.

4.4.3. Facilities and Infrastructure Phases. The Project is organized into phases as detailed in Exhibit A-2. All design related documents prepared by DB-Firm should be sufficiently complete and comprehensive that they can be reviewed and approved by the Contract Administrator and County Consultant with an initial submittal and a re-submittal, if necessary. If DB-Firm requires additional review by the Contract Administrator and County Consultant beyond the first re-submittal, County may charge Provider for the invoice cost from County Consultant (if any), which amounts shall be reimbursed to County within thirty (30) days of receipt of billing from County or credited against the next invoice, as elected by County Contract Administrator.

4.4.3.1. Notices to Proceed. Neither Provider nor DB-Firm will commence work on any Site or Phase unless and until County Contract Administrator issues a Notice to Proceed for that particular Site or Phase. Provider and DB-Firm must obtain and notify County of receipt of all required permits as a condition precedent to the issuance of a Notice to Proceed for any physical construction work on any Site. No physical construction work shall commence on the Project site(s) until the issuance of the appropriate Notice to Proceed.

4.4.3.2. Substantial Completion. When Provider and DB-Firm consider that the Work at any Site has reached Substantial Completion, Provider shall notify, in writing, the Contract Administrator that the Site is ready for inspection. The Contract Administrator and County Consultant shall inspect the Work at that Site within thirty (30) calendar days of notice by Provider. When the Contract Administrator and County Consultant, on the basis of such an inspection, determine that the Design Build Work at the Site is substantially complete, the Contract Administrator will then prepare a Certificate of Substantial Completion. The Certificate of Substantial Completion for each Site shall state the responsibilities of County and Provider for security, maintenance, utilities, damage to the work, and insurance. The Contract Administrator shall develop and DB-Firm shall review the list of all Work yet to be completed at that Site (the "Punch List") to satisfy the requirements of the Contract Documents for Final Completion and to make the work conform and acceptable per the terms of this Agreement. The failure to include on the Punch List any items of corrective work does not alter the responsibility of Provider to complete all of the Design Build Work in accordance with the Design Build Contract Documents. The Certificate of Substantial Completion for each Site shall be executed by the Contract Administrator, Provider, DB-Firm, and DB-Firm's Consultant indicating acceptance of the responsibilities assigned to each in the Certificate.

4.5 Preliminary and Final Acceptance of each System.

4.5.1. Preliminary Acceptance of each System. Within thirty (30) days following completion of installation and integration of each System, including the Radio System and the Microwave System, County shall conduct Preliminary Acceptance testing of the applicable System.

4.5.2. Final Acceptance of the P25 System. Within thirty (30) days following Preliminary Acceptance of all of the component System, including the Radio System and the Microwave System, as well as upon the County Contract Administrator's determination that each of the Sites required for the P25 System have achieved at least Substantial Completion, County shall conduct Final Acceptance testing of the P25 System.

4.5.3. Test Criteria. Both Preliminary Acceptance Testing and Final Acceptance Testing shall test the applicable System, with the assistance of its Enterprise Technology Services ("ETS") to the extent applicable under Broward County Administrative Code Section 22.148, to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement, the Documentation, and the applicable Specifications; and (iii) meets the Acceptance Criteria (if any) stated in the applicable Statement of Work or as otherwise agreed upon by the parties in writing. In the event of a conflict between the Acceptance Criteria and the Documentation, the Acceptance Criteria shall prevail.

4.5.4. Test Procedures. The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the applicable System is ready for testing, and shall continue for a period of up to thirty (30) days. Unless otherwise set forth in the applicable Statement of Work, County shall notify Provider in writing of its Preliminary Acceptance, Final Acceptance, or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the applicable System, or any part thereof, County shall provide notice identifying the criteria for Preliminary Acceptance or Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above. In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the applicable System as it then exists or to reject the System. If County elects to reject the System, all sums paid by County for the applicable System shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection for an additional period of time as approved by Contract Administrator. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the parties. If the parties cannot agree upon such value, County shall obtain a quotation from a third party for the price to remedy the items identified in the notice of rejection (or, if remedy is not commercially reasonable, to replace and provide a System that passes Final Acceptance testing) and Provider shall refund that amount to County within 15 days of notice of such rejection.

4.6 Final Completion of the Design Build Work. Upon receipt of written notice from Provider stating that all items on the Punch List have been completed or corrected for every Site, the Contract Administrator and County Consultant shall promptly inspect the Design Build Work. Successful resolution of the Punch List for all Sites is a condition precedent to Final Completion of the Design Build Work.

4.6.1. As to each Site. Upon receipt of written notice from DB-Firm and DB-Firm's Consultant that the Site is ready for final inspection and stating that the requirements of the Contract Documents have been performed, the Contract Administrator and County Consultant shall, within thirty (30) calendar days, make an inspection thereof. If the Contract Administrator, with concurrence from County Consultant, finds the Design Build Work acceptable for that Site, the requisite documents have been submitted, the requirements of the Design Build Contract Documents have been fully satisfied for that Site, and all conditions of the permits and regulatory agencies have been met, a Certificate of Final Completion shall be issued by the Contract Administrator for that Site for execution by Provider, DB-Firm and DB-Firm's Consultant.

4.6.2. As to the last Site. Upon receipt of written notice from DB-Firm and DB-Firm's Consultant that the Design Build Work at the final Site is ready for final inspection and acceptance, stating that the requirements of the Contract Documents have been performed, including successful completion of the Burn-in Period, the Contract Administrator and County Consultant shall, within thirty (30) calendar days, make an inspection thereof. If the Contract Administrator, with concurrence from County Consultant, finds the Design Build Work acceptable, the requisite documents have been submitted, the requirements of the Design Build Contract Documents have been fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Certificate of Final Completion of the Design Build Work and a Final Certificate of Payment shall be issued by the Contract Administrator for execution by Provider, DB-Firm and DB-Firm's Consultant.

4.6.3. Warranties for each Site as required by the Design Build Contract Documents shall commence on the date of Final Completion of the Work (i.e., Final Completion of all Sites).

4.6.4. Before issuance of the Final Certificate for Payment, DB-Firm shall deliver to the Contract Administrator: a complete release of all claims arising out of this Agreement, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. The final payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form, which must be signed and notarized by DB-Firm. A list of all non-certified sub-vendors used must be attached to this certified document.

4.6.5. If, after the Work has been substantially completed, Final Completion of the Work is materially delayed through no fault of Provider or the DB-Firm, and Contract Administrator so certifies, County shall, and without terminating this Agreement, make payment of the balance

due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4.6.6. The acceptance of final payment shall constitute a waiver of all claims by DB-Firm, except those previously made in strict accordance with the provisions hereof and identified by DB-Firm as unsettled at the time of the application for final payment.

4.7 Liquidated Damages. Liquidated damages are hereby fixed and agreed upon between the Parties as set below, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Provider to complete each System, the inability to continue to operate and maintain each Site, and the failure to complete the P25 System on time. These amounts are not penalties but liquidated damages to County for its inability to obtain full beneficial use of the P25 System. For purposes of this paragraph, any delays caused by County prior to Final Acceptance or Final Completion shall extend the deadline for the affected System(s) by the same number of days as the delay caused by County. The liquidated damages stated herein are cumulative, unless waived by County Contract Administrator, and shall be continuing until remedied. The total liquidated damages charged to Provider under this Section 4.7 shall not exceed ten percent (10%) of the System Total as set forth on Exhibit B.

4.7.1. Damages for Failure to Achieve Substantial Completion. Upon failure of Provider to achieve Substantial Completion of any Site within the time periods specified in the applicable Project Schedule (plus approved extensions, if any), Provider shall pay to County liquidated damages in the amount of $250 for each calendar day after the time specified in the Project Schedule.

4.7.2. Operation and Maintenance of Sites During Construction. Upon failure of Provider to meet the operating and maintenance criteria set forth in Exhibit A-2 for any Site, Provider shall pay to County liquidated damages in the amount as stated in Exhibit A-2 (if none stated, then the amount of $100) for each occurrence or series of occurrences of operating or maintenance failure.

4.7.3. Damages for Failure to Achieve Milestones or Final Acceptance. If any System fails to achieve the milestones stated below, Provider shall pay to County liquidated damages in the amount of $2,500 for each calendar day by which the date of the achievement of the applicable milestone exceeds the applicable deadline.

4.7.3.1. Completion of FNE installation at all RF Sites: August 30, 2018
4.7.3.2. Commencement of 30 Day Operational Test: November 21, 2018
4.7.3.3. P25 System Final Acceptance: December 31, 2018

4.7.4. Deduction from Amounts Otherwise Due. County is authorized to deduct any liquidated damages due under this Agreement from monies due Provider for Services or other work under this Agreement or as much thereof as County may, in its sole option and discretion, deem just and reasonable.

4.8 Delivery. Provider shall deliver the Software and Equipment for each System within the time stated in the applicable Statement of Work. Transportation cost and risk, and the cost of delivery, assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in the applicable Statement of Work.

4.9 Use of Completed Portions. County shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Design Build Contract Documents. If such possession and use increases the cost of or delays the Work, DB-Firm shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by County.

4.9.1. In the event County takes possession of any completed or partially completed portions of the Project, the following shall occur:

4.9.1.1. County shall give notice to DB-Firm in writing at least thirty (30) calendar days prior to County's intended occupancy of a designated area.

4.9.1.2. DB-Firm shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from DB-Firm and DB-Firm's Consultant.

4.9.1.3. Upon issuance of a Certificate of Substantial Completion by DB-Firm and DB-Firm's Consultant, County will assume full responsibility for maintenance, utilities, subsequent damages of County and public, adjustment of insurance coverages and start of warranty for the occupied area.

4.9.1.4. DB-Firm shall complete all items noted on the Certificate of Substantial Completion within the time specified by DB-Firm's Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, DB-Firm's Consultant shall issue a Final Certificate of Payment relative to the occupied area.

4.9.2. If County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by County and DB-Firm and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or

lapsed on account of such partial occupancy or use. Consent of DB-Firm and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

4.10 Notification and Claim of Change of Design Build Time or Design Build Price.

4.10.1. Any claim for a change in the Design Build Time or Design Build Price shall be made by written notice delivered by Provider to the Contract Administrator within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Provider or DB-Firm of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator (hereinafter "Claim Notice"). The Claim Notice shall include Provider's or DB-Firm's written notarized certification that the adjustment claimed is the entire adjustment to which Provider or DB-Firm has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and Provider cannot resolve a claim for changes in the Design Build Time or Design Build Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator, then Provider shall submit the claim to County Administrator within five (5) calendar days from the date of impasse in accordance with Section 14.29. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE DESIGN BUILD TIME OR DESIGN BUILD PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

4.10.2. The Design Build Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Provider or DB-Firm if a claim is made therefore as provided in Section 4.10.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by County, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

4.11 No Damages for Delay. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays except as provided herein. Provider or DB-Firm shall not be entitled to an increase in the Design Build Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Provider or DB-Firm for actual delays due solely to fraud, bad faith or active interference on the part of County. Otherwise, Provider and DB-Firm shall be entitled only to extensions of the Design Build Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

4.12 Excusable Delay: Compensable and Non-Compensable.

4.12.1. Excusable Delay: Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Provider or its Subcontractors is Excusable Delay. Provider is entitled to a time extension of the Design Build Time for each day the Work is delayed due to Excusable Delay. Provider shall document its claim for any time extensions as provided in Section 4.10 hereof. Failure of Provider to comply with Section 4.10 as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

4.12.2. Compensable Excusable Delay. Excusable Delay is only compensable when (i) the delay extends the Design Build Time, (ii) is caused by circumstances beyond the control of Provider or its Subcontractors, and (iii) is caused solely by fraud, bad faith, or active interference on the part of County or its agents. In no event shall Provider or DB-Firm be compensated for interim delays which do not extend the Design Build Time. Provider and DB-Firm shall only be entitled to direct costs for Compensable Excusable Delay. Direct costs recoverable by Provider or DB-Firm shall be limited to the actual additional costs allowed pursuant to Section 4.10 herein.

4.12.3. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Provider or its Subcontractors, and is also caused by circumstances beyond the control of County, or (ii) is caused jointly or concurrently by Provider or its subcontractors, suppliers, or vendors and by County, then Provider shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 5. COMPENSATION

5.1 For the duration of the Agreement, County will pay Provider in accordance with the Payment Schedule (Exhibit B) up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
P25 System Implementation (including Radio System, Microwave System, and Facilities and Infrastructure System)	From Effective Date to Final Acceptance	$30,400,000
Additional Training	Initial Term (10 years)	$200,000
Support and Maintenance Services	Initial Term (10 years)	$11,000,000
Optional renewal terms	First 5 year renewal term Second 5-year renewal term	$7,100,000 (includes $100,000.00 for additional training) $8,300,000 (includes $100,000.00 for additional training)

Services/Goods	Term	Not-To-Exceed Amount
Optional Services	Duration of the Agreement (inclusive of any renewals)	$2,500,000
TOTAL NOT TO EXCEED		**$59,500,000**

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its CBE subcontractors and suppliers within fifteen (15) days following

receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

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

5.2.4.1 Defective work not remedied;

5.2.4.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Provider, DB-Firm or County because of Provider's or DB-Firm's performance;

5.2.4.3 Failure of Provider or DB-Firm to make payments properly to Subcontractors, or for material or labor;

5.2.4.4 Damage to another subcontractor not remedied;

5.2.4.5 Liquidated damages;

5.2.4.6 County Consultant fees for engineering review of subsequent re-submittal of design related documents beyond the first re-submittal; or

5.2.4.7 Failure of Provider or DB-Firm to provide any and all documents required by the Design Build Contract Documents.

When the above grounds are removed, resolved, or settled to the satisfaction of the Contract Administrator, payment shall be made in whole or in part.

5.3 Permits, Licenses and Impact Fees. Provider shall secure and pay for all permits, licenses, and approvals necessary to construct the Project. Except as otherwise provided by the Design Build Contract Documents, all trade permits, sub-permits, and licenses required by federal, state, or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Provider or any Subcontractor pursuant to this Agreement shall be secured and paid for by Provider or the Subcontractor. It is Provider's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required. Impact fees levied by any municipality shall be paid by Provider. Provider shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. In no event shall reimbursement to Provider in include profit or overhead of any Subcontractor.

5.4 Travel. With respect to travel costs and travel-related expenses, Provider and its Subcontractors shall adhere to Section 112.061, Florida Statutes, except to the extent, if any, that

Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.5 Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any option terms. However, Provider may offer incentive or volume discounts to County at any time.

5.6 Other Eligible Purchasers. Municipalities, other County agencies, the Broward Sheriff's Office, other special districts within Broward County, or any Authorized Third Party User (collectively, each an "Eligible Purchaser") may purchase Subscriber Equipment or Subscriber Equipment Maintenance as set forth on Exhibit A-4 under the terms of this Agreement (other than Sections 12.4 through 12.8 relating to CBEs) at the pricing set forth on Exhibit A-4, provided that said Eligible Purchaser is solely responsible for all payment and performance with respect to any such purchased Subscriber Equipment or Subscriber Equipment Maintenance. County shall not be responsible for any costs, liabilities, charges, or services relating to Subscriber Equipment or Subscriber Equipment Maintenance that may be elected or purchased by Eligible Purchasers.

ARTICLE 6. WARRANTIES

6.1 Ownership and License Rights. Provider represents and warrants that except as to third-party software licensed under this Agreement, Provider it is the owner of all right, title, and interest in and to the Equipment and other property being sold or provided to County under this Agreement, that it has the right to sell and provide such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software (including as to third party software licensed under this Agreement) and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 System Warranty. Provider represents and warrants to County that for a period of one (1) year from the date of Final Acceptance, the System will perform substantially as described in the Documentation and the Statement of Work (Exhibit A), will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all of the functions described in the Documentation and Statement of Work. This warranty shall not cover any failure of the System resulting from (a) use of the System in other than the manner for which it was intended; or (b) modification of the System by County not authorized by Provider.

6.3 Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of such

software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

6.4 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party have been adjudicated adversely to Provider, and that Provider is unaware of any such potential or pending claim that is reasonably expected to impact County's ability to use the Software or System provided under this Agreement. Provider also agrees, represents and warrants that the P25 System (and all components thereof) and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party. If any Equipment, Software, or portion of the P25 System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County all fees paid for the applicable System and for Services relating to that System under this Agreement. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider or the Documentation.

6.5 Quality of Performance and Materials. Provider represents and warrants that all services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. Provider represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship.

Provider warrants to County that all materials and equipment under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the applicable requirements under this Agreement. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Contract Administrator, Provider shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in this Agreement shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.6 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach including, when required, by (a) correcting, updating or replacing the Software, Equipment or Services, or (b) repairing the affected Equipment, or (c) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the P25 System, Provider will immediately provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to correct a material breach of this Article within a reasonable period of time not to exceed ten (10) business days, County shall be entitled to cancel the Agreement as to the applicable nonconforming Software, Equipment, or Services, and receive a full refund of all amounts paid to Provider for the nonconforming portion of the System(s) (including any other portion of the applicable System(s) for which functionality is adversely affected by the nonconformance and all amounts paid for Services relating thereto), and Provider shall arrange for the removal and return of the applicable Equipment at Provider's expense. In the event of replacement of any of the Software, Equipment or Services, the replacement Software, Equipment or Services will be warranted as provided above from the date of replacement. The remedies in this Section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

6.7 Additional Rights as to Defective Work. In addition to the foregoing, the Contract Administrator shall have the authority to reject or disapprove Work which it finds to be defective. If required by the Contract Administrator, Provider shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Provider shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Should Provider fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Design Build Contract Documents within the time indicated in writing by the Contract Administrator, County shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Provider's expense. Any expense incurred by County in making such removals, corrections, or repairs, shall be paid for out of any monies due or which may become due to Provider, or may be charged against the Performance Bond. In the event of failure of Provider to make all necessary repairs promptly and fully, County may declare Provider in default.

If, within one (1) year after the date of Final Completion of the each Site, or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Design Build Contract Documents, any of the Work is found to be defective or not in accordance with the Design Build Contract Documents, Provider, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County, without cost to County to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Provider might have under the Design Build Contract Documents, including, but not limited to, any claim regarding latent defects. Failure to reject any defective

work or material shall not in any way prevent later rejection when such defect is discovered, or obligate County to Final Acceptance.

ARTICLE 7. DELIVERY, DOCUMENTATION AND PERFORMANCE AND PAYMENT BOND

7.1 Software. Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software available to County and, unless the Software is embedded in equipment, deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 Performance and Payment Bond. Within fifteen (15) calendar days of the Effective Date of this Agreement, Provider shall furnish a Performance and Payment Bond containing all the provisions of the Performance Bond and Payment Bond Forms attached to this Agreement.

7.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the total amount of the Agreement (excluding Optional Services and Support and Maintenance) guaranteeing to County the completion and performance of the Work covered in this Agreement as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Section 7.5. Each bond shall be increased in the amount of any change to the total amount paid under the Agreement (excluding Optional Services and Support and Maintenance).

7.3.2 The value of each bond shall be reduced as the one (1) year warranty period expires for each Site, to correspond in value to one hundred percent (100%) of the Construction Cost of the remaining Sites, or an additional bond shall be conditioned that Provider will, upon notification by County, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of each Site.

7.3.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, Provider shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.

7.4 Alternate form of Security: In lieu of a Performance and a Payment Bond, Provider may furnish alternate forms of security which may be in the form of cash, money order, certified

check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of County and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by County for one (1) year after Final Completion and acceptance of the last remaining Site.

7.5 Qualifications of Surety. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.111). Further, the surety company shall provide County with evidence satisfactory to County, that such excess risk has been protected in an acceptable manner.

County will accept a surety bond from a company in accordance with the requirements set forth below, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, County shall review and either accept or reject the surety company based on the financial information available to County. A surety company that is rejected by County may be substituted by Provider with a surety company acceptable to County, only if the Agreement price does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	A, A-	Class I
1,000,001 to 2,000,000	A ,A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider hereunder, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of Services or Support and Maintenance Services under this

Agreement. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any third-party Software own and retain all of their respective proprietary rights in the Equipment and Software. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Equipment, Software, or Services under this Agreement remain vested exclusively in Motorola or the applicable third party manufacturer or licensor, and this Agreement does not grant County any shared development rights of intellectual property or source code.

8.2 Ownership. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider or the applicable third-party licensor. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein.

8.3 Custom Work Products. To the extent this Agreement (including in the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) expressly identifies any deliverables as custom work products that Provider is to develop and furnish, the parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under applicable law, Provider hereby exclusively and irrevocably sells, assigns, and transfers to County all of Provider's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Provider agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Provider's performance under this Agreement, unless Provider has obtained County's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Provider shall provide County with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Any other material submitted to County by

Provider that Provider represents constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) must be segregated and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." Provider's Software and properly designated trade secret materials constitute "Provider Confidential Information." To the full extent permissible under applicable law, County agrees to treat Provider Confidential Information as confidential in accordance with this Section unless otherwise ordered by a court of competent jurisdiction. Provider must, simultaneous with the production of any Provider Confidential Information other than the Software, provide a sworn affidavit from a person with personal knowledge attesting that the Provider Confidential Information constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to the County for Provider Confidential Information, the County shall refrain from disclosing the Provider Confidential Information, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Provider. Provider shall indemnify and defend County and its employees and Authorized Third Party Users from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Provider Confidential Information in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, Subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County. Provider shall not, under any circumstances, cause or allow any County Confidential Information to be accessed by, transmitted or stored to any location outside the continental United States, Alaska and Hawaii, without prior written authorization from the Contract Administrator. Provider shall ensure that all County Confidential Information stored, maintained or transmitted by Provider is encrypted using AES 256 or equivalent at all times, whether at rest or in motion.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, Subcontractors or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, Subcontractors or suppliers.

9.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5 Security and Access. Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.7 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.8 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers and employees and Authorized Third Party Users (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, Subcontractor or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel reasonably satisfactory to County (approval of which shall not be unreasonably withheld). The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. Motorola will have no duty to defend or indemnify for any Claim for intellectual property infringement that is based upon: (a) the combination of the Motorola Equipment with any software, apparatus or device not furnished or approved by Motorola or otherwise specified in the Documentation or Specifications as compatible; (b) use of the Motorola Equipment in a manner for which the Motorola Equipment was not designed or that is inconsistent with the terms of this Agreement; or (c) the failure by County to install an enhancement release to the Software that is intended to correct the claimed infringement for which notice was provided to County that installation was necessary to avoid infringement. In no event will Motorola's liability resulting from its indemnity obligation to County extend in any way to County's revenues derived from user fee royalties payable to the County on a per use basis to the County. In addition, Provider's duties to defend and indemnify are conditioned upon: County promptly notifying Provider in writing of the Claim; Provider having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Provider cooperation and, if requested by Provider, reasonable assistance in the defense of the Claim.

10.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) $100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Provider is required to provide under Article 11. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages

resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software as to any warranty or infringement claim, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party equipment or software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of a third party claim involving any part of the P25 System.

ARTICLE 11. INSURANCE

11.1 Provider shall maintain at its sole expense, on a primary basis, at all times during the term of this Agreement (unless a different time period is stated herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

11.2 Such policies shall be issued by companies authorized and licensed to transact business in the State of Florida, with a minimum AM Best financial rating of A-, unless otherwise approved in writing by County. If any deductible amounts are permitted in Exhibit D, Provider shall be responsible for the payment of all such deductible amounts.

11.3 Provider agrees to include County as an additional insured under Provider's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on all required policies shall be "Broward County."

11.4 Coverage shall be provided on forms no more restrictive than the latest edition of the applicable forms filed by the Insurance Services Office.

11.5 Provider shall notify County in writing within thirty (30) days after Provider learns of any claim against Provider's professional liability insurance policy in which damages claimed plus defense costs incurred to date exceed $250,000.

11.6 Within fifteen (15) days of execution of this Agreement, Provider shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Provider.

11.7 Provider must provide County with at least thirty (30) days' written notice of expiration, cancellation, or restriction of any coverage required under this Article. Provider shall provide certified copies of any required policy to County upon County's request.

11.8 If Provider subcontracts any work under this Agreement, Provider shall require that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

ARTICLE 12. EEO and CBE COMPLIANCE

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this Article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

12.3 Provider shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in performing this Agreement. Provider acknowledges that the Board, acting through the Office of Economic and Small Business Development ("OESBD"), may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Provider and shall include a deadline for Provider to notify County if Provider concludes that the modification exceeds the authority of this Section of this Agreement. Failure of Provider to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Provider.

12.4 Provider will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

CBE participation goal	15% or as otherwise approved by OESBD

Provider stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Provider shall inform County immediately when a CBE firm is not able to perform or if Provider believes the CBE firm should be replaced for any other reason, so that the

OESBD may review and verify the good faith efforts of Provider to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Provider shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the parties. Such substitution shall not be required in the event the termination results from County modifying the scope of services and there is no available CBE to perform the new scope of services, in which event Provider shall notify County and the OESBD may adjust the CBE participation goal by written notice to Provider. Provider may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld. County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. To the extent Provider is subcontracting any work under this Agreement, Provider shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

12.5 In performing the Services, the Parties hereby incorporate the list of Provider's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit G). Promptly upon execution of this Agreement by County, Provider shall enter into a formal contract with the CBE firms listed in Exhibit G and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

12.6 Provider shall provide written monthly reports to the Contract Administrator attesting to Provider's compliance with the CBE participation goals stated in this Article. In addition, Provider shall allow County to engage in on-site reviews to monitor Provider's progress in achieving and maintaining its contractual and CBE program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Provider's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

12.7 In the event of Provider's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and Provider.

12.8 The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Provider demonstrates timely payments of sums due to all subcontractors and suppliers. The presence of a "pay when paid" provision in a Provider's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

ARTICLE 13. TERMINATION

13.1 The termination rights of County in this Article 13 may be exercised as to any one or more Statements of Work or component Systems, as elected in the sole direction of County, provided that any right to terminate for cause arises only as to the Statement(s) of Work related to the breach at issue.

13.2 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.3 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.4 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.5 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.6 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.7 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

13.8 In case of termination of this Agreement in whole or in part before Final Completion for any reason whatsoever, Provider, if notified to do so by County, shall promptly remove any part or all of the equipment and supplies of Provider or its Subcontractor from the property of County, failing which County shall have the right to remove such equipment and supplies at the expense of Provider.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this Section are included in all agreements with its subcontractor(s).

14.3 Public Records. To the extent Provider is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, Provider shall:

a. Keep and maintain public records required were County performing the services under this Agreement;

b. Upon request from the County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the County; and

d. Upon completion of the Agreement, transfer to County, at no cost, all public records in possession of Provider upon termination of this Agreement or keep and maintain public records required were the County performing the service. If Provider transfers the records to the County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If the Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8570, bbayag@broward.org, 115 S. ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA 33301.

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original price under this Agreement and any additions thereto will be adjusted to exclude any significant sums by which County determines the price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. County shall be entitled to recover any and all other damages available under law or equity it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

14.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:
Broward County Office of Regional Communications and Technology
Attn: Brett Bayag
115 S. Andrews Ave., Suite 325
Ft. Lauderdale, Florida 33301
Email address: bbayag@broward.org

NOTICE TO PROVIDER:
Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel
500 West Monroe Street, 43rd Floor
Chicago, IL 60661
Email address: Judy.Jean-Pierre@motorolasolutions.com

14.9 Assignment and Subcontractors. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement. Notwithstanding the foregoing, solely to the extent of its rights and obligations as the licensor of the Software, Motorola may assign its rights or subcontract its obligations as licensor, or encumber or sell its rights in any Software, without prior notice to or consent of County; any such assignment, subcontract, transfer, encumbrance or sale shall have no effect upon and shall not relieve Motorola from any obligation(s) under this Agreement.

Provider shall utilize the Subcontractors identified in the proposal that were a material part of the selection of Provider to provide the services for this Project. Provider shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subcontractors submitted by Provider. Where Provider's failure to use a Subcontractor results in Provider's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and local and state law. The list of Subcontractors is provided on Exhibit G, Schedule of Subcontractors, attached hereto and made a part hereof.

Each Subcontractor must possess certificates of competency and licenses as may be required by law. Provider shall have a continuing obligation to notify County of any change in Subcontractors. Provider shall not employ any Subcontractor against whom County may have a reasonable objection. Provider shall not be required to employ any Subcontractor against whom Provider has a reasonable objection.

Provider shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by its Subcontractors and of persons for whose acts any of them may be liable to the same extent that Provider is responsible for the acts and omissions of persons directly employed by it. Nothing in the Design Build Contract Documents shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County may furnish

to any Subcontractor evidence of amounts paid to Provider on account of specific work performed.

Provider shall bind in writing each and every Subcontractor to the applicable terms and conditions of the Design Build Contract Documents for the benefit of County, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 11 on Provider's Subcontractors.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement. Provider shall ensure that its Subcontractors conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work, and Subcontractor's general operations. Provider's Subcontractor shall perform the required Services under this Agreement in such a way so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its

"Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward

County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This Section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

14.28 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29 Resolution of Disputes. During the pendency of any dispute and after a determination thereof, Provider and its Subcontractor shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. Provider shall carry on the Services and Work and adhere to the progress schedule during all disputes or disagreements with the County, including disputes or disagreements concerning a request for a Change Order or a request for a change in the Design Build Price or Design Build Time. No work or Services shall be delayed or postponed pending resolution of any disputes or

disagreements except as Provider and County may otherwise agree in writing. Suspension of Work or Services by Provider during any dispute or disagreement with County shall entitle County to terminate the Agreement for cause.

In the event a dispute cannot be resolved amicably between the Contract Administrator and Provider, Parties shall promptly escalate the dispute to the County Administrator, whose resolution will be determinative on behalf of County. If Provider objects to the resolution by the County Administrator, or the County Administrator does not resolve within sixty (60) days of submission and the dispute remains outstanding, upon written demand by either party, the Parties shall participate in voluntary, nonbinding mediation. Neither party shall commence litigation prior to completion or impasse of mediation, which shall be conducted within sixty (60) day of demand by either party. The mediator shall be mutually agreed upon by the Parties and expenses shared by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of the State of Florida. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DESIGN BUILD TIME AND DESIGN BUILD PRICE ADJUSTMENTS PROVIDED IN THE DESIGN BUILD CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

14.30 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23rd day of May, 2017, and MOTOROLA SOLUTIONS, INC., signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

23rd day of May, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ 5/16/17
René D. Harrod (Date)
Assistant County Attorney

Insurance requirements approved by
Broward County
Risk Management Division:

By: _____

Name: WAYNE FLETCHER

Title: RISK MANAGER

RDH
2017-05-01 Motorola P25 Agreement
05/01/17
#17-099.03

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

PROVIDER

WITNESSES:

Signature

Daniel Kimpe

Print Name of Witness above

Signature

BUSTER LERNER

Print Name of Witness above

MOTOROLA SOLUTIONS, INC.

By: _____
Authorized Signor

Robert E. Marshall, Jr. - Vice President

Print Name and Title

15 day of May, 2017

ATTEST:

_____
Assistant Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

APX 4000 SINGLE BAND PORTABLE RADIOS						
STANDARD RADIO BUNDLE: P25, TDMA, INTEGRATED VOICE & DATA, GPS, BLUETOOTH, WHIP ANTENNA, 1900MAH BATTERY, 3 YEAR WARRANTY						
MODEL	**DESCRIPTION**	**QTY**	**STD DISC%**	**LIST $**	**25% DISC $**	**40% DISC $**
H51UCF9PW6 N	**APX 4000 7/800 MHZ *MODEL 2* PORTABLE**	**1**	**25%**	**$3,988.00**	**$2,991.00**	**$2,392.80**
H51UCH9PW7 N	**APX 4000 7/800 MHZ *MODEL 3* PORTABLE**	**1**	**25%**	**$4,417.00**	**$3,312.75**	**$2,650.20**
OPTIONS(not limited to):		**QTY**	**STD DISC%**	**LIST $**	**25% DISC $**	**40% DISC $**
G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	25%	$75.00	$56.25	$60.00
QA01767	ADD: P25 LINK LAYER AUTHENTICATION	1	25%	$75.00	$56.25	$60.00
QA03399	ADD: ENHANCED DATA	1	25%	$112.50	$84.38	$90.00
QA04447	ADD: APX GEOFENCE	1	25%	$112.50	$84.38	$90.00
QA09008	ADD: GROUP SERVICES	1	25%	$112.50	$84.38	$90.00
H04	ADD: TACTICAL REKEY WITH MULTIKEY	1	25%	$262.50	$196.88	$210.00
H869	ENH: MULTIKEY	1	25%	$247.50	$185.63	$198.00
Q629	ENH: AES ENCRYPTION	1	25%	$356.25	$267.19	$285.00
H499	ENH: SUBMERSIBLE (DELTA T)	1	25%	$187.50	$140.63	$150.00
QA04934	ALT: IMPRES LI-ION 2500MAH RUGGED UL BATTERY	1	25%	$37.50	$28.13	$30.00
QA02750	ALT: IMPRES LI-ION 2800MAH BATTERY	1	25%	$100.00	$75.00	$60.00
H885	ADD: 3 YEAR SERVICE FROM THE START	1	0%	$90.00	$67.50	$90.00
Q887	ADD: 5 YEAR SERVICE FROM THE START	1	0%	$162.00	$121.50	$162.00

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 12.

ITEM: Consideration and **Approval** to piggyback off a Miami-Dade County Contract (8254-/22-1) for continuing services for reproduction and binding services with Blue Digital Corporation. Enclosed is a copy of the Miami-Dade County contract and other supporting documents.

DESCRIPTION:
The purpose of the proposed services is to engage Blue Digital Corporation to continue scanning services to streamline a paperless process of the Town's departments.

The scope of work includes the following departments:
* Town Clerk's Office - Variances; Resolutions; Ordinances; Agreements; Lot & Block Files.
* Human Resources - Active & Inactive Personnel files; Retirement Files
* Building Department - All active / inactive permits; existing development plans

It should be noted that on June 12, 2021, the Town Council granted approval to Blue Digital for an ongoing project for scanning services, but due to the volume of files the project is expected to exceed the previous approved amount. Staff is hereby requesting the Council consider approval for continuing scanning services with Blue Digital.

Pursuant to Section 2-1.2 (6) of the Town Code - Contracts which utilize a bid or proposal which has been secured by another governmental entity "piggyback contract".

The Town will piggyback off of Miami-Dade County RFP No. 8254-1/22-1 contract (11/1/2017 - 10/31/2022) with Blue Digital Inc, utilizing the same competitive prices currently being used by Miami-Dade County.

Enclosed are copies of the piggyback contract and other supporting documents.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted

Town Clerk's Office	01/12/2022	$0.00	512.5.400031.000	Records Management	$25,000
Building Department	01/12/2022	$0.00	524.0.400031.000	Scanning Original Plans	$45,000
Human Resources	01/03/2022	$0.00	513.7.400031.000	Scanning Services	$2,500

Submitted By: Alba Chang, Town Clerk
Mike Mesa, Building Official

ATTACHMENTS

1.	MDC Scanning_Contract Award Sheet (Renewal)
2.	8254-1-22-1_ROADMAP-OCTOBER_31_2022 (Updated)
3.	ITQ 16-11-42 Reproduction Binding Services
4.	POPE18004079 MDC Extension

CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

PROCUREMENT DIVISION

Bid No. **8254-1/22-1**
Award Sheet

BID NO.: **8254-1/22-1** PREVIOUS BID NO.:
TITLE: **REPRODUCTION & BINDING SCVS - PRE-QUAL**
CURRENT CONTRACT PERIOD: **11/01/2017** through **10/31/2022**
Total # of OTRs: **1**

MODIFICATION HISTORY

Bid No. **8254-1/22-1** *Award Sheet*

DPM Notes

Pre-award plant inspection: Prior to pre-qualifying vendors and/or awarding a work order as the result of a spot market quotes, the County shall have the right to make a plant inspection of Vendor's production equipment, plant facilities and quality of work.

APPLICABLE ORDINANCES

LIVING WAGE: **Yes** UAP: **Yes** IG: **Yes**

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

No	Local Preference	**No**	Micro Enterprise	**No**	Full Federal Funding	**No**	Performance Bond
Yes	Small Business Enterprise (SBE)	**No**	PTP Funds	**No**	Partial Federal Funding	**No**	Insurance

Miscellaneous:

REQUISITION NO.:

PROCUREMENT AGENT: **CAMPBELL, ROMA**
PHONE: 305 375-3233 FAX: 305 375-4407 EMAIL: RCAMP@MIAMIDADE.GOV

VENDOR NAME: BLUE DIGITAL CORP
DBA:
FEIN: 050528104 SUFFIX : 01 33126
STREET: 7290 NW 7TH STREET UNIT 107 CITY: MIAMI ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET14 TOLL PHONE: 866-661-4922

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR			*ASSIGNED MEASURES*		
SBE	**Yes**	Set Aside	**No**	Bid Pref.	**Yes**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
WAYNE O BARCLAY	305-262-4920	866-661-4922	305-262-4922	WAYNE@BLUEDIGITALUS.COM

VENDOR NAME: DORAL DIGITAL REPROGRAPHICS CORP
DBA:
FEIN: 204073160 SUFFIX : 01 33122
STREET: 8280 NW 27 STREET SUITE 505 CITY: DORAL ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET14 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR			*ASSIGNED MEASURES*		
SBE	**Yes**	Set Aside	**No**	Bid Pref.	**Yes**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
GIANCARLO ANNITTO	305-704-3194	-	305-704-3195	PRINTING@DDREPRO.COM

VENDOR NAME: DONALD EDWARD GONZALES III
DBA: CMYK PRINTING SOLUTIONS
FEIN: 265833812 SUFFIX : 01 33035
STREET: 2472 SE 19 COURT CITY: HOMESTEAD ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR

SBE **Yes** Set Aside **No** Bid Pref. **Yes**
Micro Ent. **No** Selection Factor **No** Goal **No**
Other: *Vendor Record Verified?* **No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
DON E GONZALES III	305-562-1142	-	855-222-2810	CMYKPRINTING@AOL.COM

VENDOR NAME: QUADCO PRINTING & SIGNS INC
DBA:
FEIN: 270309840 SUFFIX : 01 33155
STREET: 7406 SW 48th Street CITY: MIAMI ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: 305-4702229

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR

SBE **Yes** Set Aside **No** Bid Pref. **Yes**
Micro Ent. **No** Selection Factor **No** Goal **No**
Other: *Vendor Record Verified?* **No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
JORGE QUADRENY	305-4702229	305-4702229	305-6611861	JORGE@QUADCOONLINE.COM

VENDOR NAME: GO GREEN DOCUMENT SOLUTIONS INC
DBA:
FEIN: 274354463 SUFFIX : 01 33133
STREET: 3715 GRAND AVE CITY: COCONUT GROVE ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET14 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR

SBE **Yes** Set Aside **No** Bid Pref. **Yes**
Micro Ent. **No** Selection Factor **No** Goal **No**
Other: *Vendor Record Verified?* **No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
GLEN DISTON	786-360-2041	-	786-360-2218	INFO@GGDSI.COM

VENDOR NAME: ESPIRITO SANTO GRAPHICS INC
DBA:
FEIN: 371496678 SUFFIX : 01 33134
STREET: 275 UNIVERSITY DR CITY: CORAL GABLES ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET14 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR

SBE **Yes** Set Aside **No** Bid Pref. **Yes**
Micro Ent. **No** Selection Factor **No** Goal **No**
Other: *Vendor Record Verified?* **No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
OSCAR TORRES	305-461-2882	-	305-461-2880	PLOTS@ESGRAPHICS.NET

VENDOR NAME: PRISON REHAB INDUSTRIES & DIV ENTERP INC
DBA: PRIDE ENTERPRISES
FEIN: 592167018 SUFFIX : 01 33511
STREET: 223 MORRISON ROAD CITY: BRANDON ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: 813-890-3449

VENDOR INFORMATION:

Local Vendor: **No**

CERTIFIED VENDOR *ASSIGNED MEASURES*

SBE	**No**	Set Aside	**No**	Bid Pref.	**No**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
JASON M. BROWN	813-890-2133	813-890-3449	727-570-3449	BIDS@PRIDE-ENTERPRISES.ORG

VENDOR NAME: COPY DEPOT INC
DBA:
FEIN: 650123691 SUFFIX : 01 33016
STREET: 8325 W 24 AVENUE, STE 2 CITY: HIALEAH ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR *ASSIGNED MEASURES*

SBE	**Yes**	Set Aside	**No**	Bid Pref.	**Yes**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
LEONEL ORTIZ -	305-477-9099	-	305-470-2359	LORTIZ@COPYDEPOTMIAMI.COM

VENDOR NAME: ARC DOCUMENT SOLUTIONS LLC
DBA:
FEIN: 746036592 SUFFIX : 05 33127
STREET: 3946 N MIAMI AVENUE CITY: MIAMI ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: 800-4323360

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR *ASSIGNED MEASURES*

SBE	**Yes**	Set Aside	**No**	Bid Pref.	**Yes**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
JEAN ROWE	813-2868520	800-4323360	813-2810018	JEANROWE@E-ARC.COM

VENDOR NAME: ENTER SYSTEMS CORP
DBA: LIFEINCOLORS.COM
FEIN: 810556370 SUFFIX : 01 33145
STREET: 2050 CORAL WAY SUITE 602 CITY: MIAMI ST: FL ZIP:
FOB_TERMS: DEST-P DELIVERY: AS NEEDED
PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

Local Vendor: **Yes**

CERTIFIED VENDOR *ASSIGNED MEASURES*

SBE	**Yes**	Set Aside	**No**	Bid Pref.	**Yes**
Micro Ent.	**No**	Selection Factor	**No**	Goal	**No**
Other:				*Vendor Record Verified?*	**No**

****

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
ANDRES SARRATE	305-675-1499	-	-	ANDRES.SARRATE@LIFEINCOLORS.C

ITEMS AWARDED Section:

Details: **8254-1/22-1**

This is a pre-qualification bid contract. The awarded vendors shall be prequalified to provide competitive spot market quotations for reproduction and binding services to include architectural documents when required by various Miami-Dade County departments.

Item #	Description	Qty	Unit Price

End of ITEMS AWARDED Section

AWARD INFORMATION Section

BCC Award: **No** **DPM Award:** **No**
BCC Date: **09/06/2012** **DPM Date:** **05/03/2017**

Contract Amount: **$ 2,108,750.00**

Additional Items Allowed: **Agenda Item No.:**

Special Conditions:

Living Wage, UAP and IG is applicable to this contract where necessary.

BPO INFORMATION Section:

1	**ABCW1700399**

Commodity ID	Commodity Name
125-15	BINDINGS, COMB TYPE, METAL

Department	Department Allocation
CO	$40,000.00
FN	$28,000.00
FR	$30,000.00
GI	$10,000.00
ID	$50,000.00
PE01****	$1,047,750.00
PE02****	$200,000.00
SP	$40,000.00
SW	$24,885.34
WS	$300,000.00

2	**ABCW1700400**

Commodity ID	Commodity Name
125-15	BINDINGS, COMB TYPE, METAL

Department	Department Allocation
HD	$100,000.00

End of BPO Information Section

Roadmap for Use of Contract 8254-1/22: Reproduction and Binding Services (Pre-Qualification)

The purpose of this solicitation is to pre-qualify potential bidders through the submission of documents and forms which verifies that the vendor meets or exceeds the minimum criteria. All bidders which meet or exceed the criteria herein shall be place on a Pre-Qualification List that may be accessed by various Miami-Dade County departments in order to obtain price quotations for the provision of various types of reproduction and binding services to include architectural documents.

Procedures for User Departments

When spot market purchase are initiated, all pre-qualified bidders shall be invited to offer a fixed and firm price until materials are delivered, accepted and invoiced to the County.

The prices quoted shall be inclusive of all costs, set-up charges, fees, materials, labor and transportation necessary to pick-up, deliver and produce a finished product involved in providing these services. Additional charges of any kind added to the invoice submitted by the Bidder will be disallowed.

The Bidder then offering the lowest fixed price shall be awarded for the specific period or specific purchase.

The award to one Bidder for a specific period or individual action does not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.

When the need for purchases is identified, the using agency shall contact all pre-qualified bidders for the quotations. Sealed quotations must be submitted within the time frame specified on the Request for Quotes.

Late quotations shall not be taken into considerations.

The department must explicitly establish the minimum requirements in the request for quotes form.

The Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Prior to pre-qualifying bidders and/or awarding a work order as the result of a spot market quotes, the County shall have the right to make a plant inspection of Bidders production equipment, plant facilities and quality of work in progress to assist in evaluating the capabilities of Bidders.

All bidders shall quote prices based on F.O.B. Destination (freight included) and shall hold title to the goods until such time as they are delivered to and accepted by an authorized County representative at Miami-Dade County.

These services shall typically be required Monday through Friday with the business hours of 8:00 a.m. and 6:00 p.m. (local time).

Roadmap for Use of Contract 8254-1/22: Reproduction and Binding Services (Pre-Qualification)

All materials used in the reproduction work must be of the best quality. No old or yellow prints will be acceptable.

All diazo, photographic or xerographic transparencies should be printed on "erasable" media.

All copies must be completely legible to the satisfaction of the County's using agency. There must be a consistency of lightness or darkness of all copies of the finished product.

Bidders must inspect each job before printing and insure that all pages are intact. The using agency must be notified immediately if pages are missing or unprintable.

Bidders are to pick up and deliver each project as ordered by the user agency.

Bidders are to deliver all copy sets, labeled, neatly wrapped and bound.

User Department Responsibility:

It is the responsibility of the user department to ensure compliance with the above-mentioned procedures. Purchases under this contract will be subject to random review or audit by County authorities, including the Internal Services Department, Procurement Division, Audit and Management and the Office of the Inspector General.

User Department must utilize the services of all Pre-Qualified vendors on the contract unless otherwise notified by Internal Services Department, Procurement Division. See list of pre-qualified vendors that are on the contract below:

Blue Digital Corp.
Doral Digital Reprographics Corp.
CMYK Printing Solutions
Quadco Printing & Signs, Inc.
Go Green Document Solutions, Inc.
Espirito Santo Graphics, Inc.
Pride Enterprises
Copy Depot, Inc.
ARC Document Solutions, LLC
Enter Systems Corp.

Applicable Ordinances:

Note that all County procurement and legal requirements apply to this contract and to the solicitation and award of each Purchase Order, including SBE Preferences, Local Preference, Cone of Silence, County User Access Program (UAP) and Inspector General (IG) Ordinances shall be applicable to each solicitation issued under this contract.

Record Retention:

For each purchase ordered under this contract, the user department shall maintained a record of the purchase including but not limited to, all quotes issued, all quotes obtained, all purchase order and any other pertinent documentation supporting each purchase to ensure

compliance and to establish the necessary accountability for audit. The records shall be maintained by the user department in a location either electronic or paper easily accessible for review or audit.

TALLY SHEET

Solicitation Number: 16-11/42
Summary Description: Reproduction and Binding Services
Quote Submittal Cutoff Date: Monday, December 19, 2016 5:00pm

Method of Award: To a Single Lowest Priced Vendor

Bidder Name:	Blue Digital Corp.	Doral Digital Reprographics, Corp	Quadco Printing & Signs	Go Green Document Solutions Inc.	Copy Depot Inc.
FEIN#	05-0528104	20-4073160	27-0309840	27-4354463	65-012369
Is the bid responsive (if no, state reason below):	Yes	Yes	Yes	Yes	Yes
Indicate DBD certification:	Yes	Yes	No	Yes	Yes
Local BIDDER (yes/no, if yes, indicate county):	Yes	Yes	Yes	Yes	Yes

			Price		Price		Price		Price		Price	
Line Item #	**QTY**	**Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	1000 1000	**Reproduction in Bond Paper of Building Plans in various sizes:** a) From Hard Copy b) From computer (CD), email, or other electronic transmission	$0.08/ sq.ft. $.03 / sq. ft	$80.00 $30.00	$0.05/ sq. ft. $0.05/ sq. ft.	$50.00 $50.00	$.05/ sq. ft. $.05/ sq. ft.	$50.00 $50.00	$.06 sq. ft. $.06 sq. ft.	$60.00 $60.00	$.75/ sq. ft. $.75/ sq. ft.	$750.00 $750.00
2	50 50	**Reproduction or enlargement of Building Plans and documents in various sizes.** a) From Hard Copy b) From computer (CD), email, or other electronic transmission	$.08/ sq.ft. $.03/ sq. ft	$4.00 $1.50	$0.05/ sq. ft. $0.05/ sq. ft.	$2.50 $2.50	$.12/ Sheet $.12/ Sheet	$6.00 $6.00	$.30/ Sheet $.30/ Sheet	$15.00 $15.00	$4.50/ Sheet $4.50/ Sheet	$225.00 $225.00
3	20,000 40 50 20 20 20 40 40 40 40 40	**Reproduction in Bond Paper or other documents in set of Plans:** a) 8 1/2" x 11" single side b) 8 1/2" x 11" on two sides c) 8 1/2" x 14" single side d) 8 1/2" x 14" on two sides e) 11" x 17" single side f) 11" x 17" on two sides g) 24" x 36" single side h) 24" x 36" on two sides i) 30" x 42" single side j) 30" x 42" on two sides	$.035/ Sheet $.06/ Sheet $.05/ Sheet $.06/ Sheet $.09/ Sheet $.10/ Sheet $.48/ Sheet $.78/ Sheet $.72/ Sheet $.95/ Sheet	$700.00 $2.40 $2.50 $1.20 $1.80 $2.00 $19.20 $31.20 $28.80 $38.00	$0.015/ Sheet $0.015/ Sheet $0.02/ Sheet $0.03/ Sheet $0.03/ Sheet $0.03/ Sheet $0.05/ Sheet $0.06/ Sheet $0.05/ Sheet $0.06/ Sheet	$300.00 $0.60 $1.00 $0.60 $0.60 $0.60 $2.00 $2.40 $2.00 $2.40	$.03/ Sheet $.05/ Sheet $.05/ Sheet $.09/ Sheet $.12/ Sheet $.20/ Sheet $.50/ Sheet $.90/ Sheet $.60/ Sheet $1.00/ Sheet	$600.00 $2.00 $2.50 $1.80 $2.40 $4.00 $20.00 $36.00 $24.00 $40.00	$.03/ Sheet $.06/ Sheet $.05/ Sheet $.10/ Sheet $.12/ Sheet $.24/ Sheet $.45/ Sheet $.90/ Sheet $.55/ Sheet $1.10/ Sheet	$600.00 $2.40 $2.50 $2.00 $2.40 $4.80 $18.00 $36.00 $22.00 $44.00	$.36/ Sheet $.26/ Sheet $.16/ Sheet $.325/ Sheet $.26/ Sheet $.52/ Sheet $4.50/ Sheet $4.50/ Sheet $6.56/ Sheet $12.00/ Sheet	$720.00 $1.04 $8.00 $6.50 $5.00 $10.40 $180.00 $180.00 $262.40 $488.00
4	75 75 75 75	**Folding of Documents:** a) 8 1/2 " x 24" b) 8 1/2" x 14" c) 8 1/2" x 24" d) 8 1/2" x 36"	0.01/ Sheet 0.01/ Sheet 0.01/ Sheet 0.01/ Sheet	$0.75 $0.75 $0.75 $0.75	$0.001/ Sheet $0.001/ Sheet $0.001/ Sheet $0.001/ Sheet	$0.075 $0.075 $0.075 $0.075	$.05/ Sheet $.03/ Sheet $.05/ Sheet $.07/ Sheet	$3.75 $2.25 $3.75 $5.25	$1.00/ Sheet $1.00/ Sheet $1.00/ Sheet $1.00/ Sheet	$75.00 $75.00 $75.00 $75.00	$.50/ Sheet $.045/ Sheet $.50/ Sheet $.75/ Sheet	$3.75 $3.375 $3.75 $56.25
5	100	**Staple Assemble**	$.05/ Set	$5.00	$0.025/ Set	$2.50	$.05/ Set	$5.00	$5.00/ Set	$500.00	$.10/ Set	$10.00
6	150000 20 20 600 15,000 20 2,500	**Scanning of building plans in various sizes:** a) Scanning of documents 8 1/2" x 11" b) Scanning of documents 8 1/2 x 14" c) Scanning of documents 11 1/2 x 17" d) Scanning of documents 12" x 18" e) Scanning of documents 24" x 36" f) Scanning of documents 30" x 42" g) Scanning of documents 36" x 48"	$.30/ Sheet $.08/ Sheet $.20/ Sheet $.22/ Sheet $.35/ Sheet $.72/ Sheet $.28/ Sheet	$4,500 $1.80 $4.00 $132.00 $5250.00 $14.40 $700.00	$0.025/ Sheet $0.05/ Sheet $0.05/ Sheet $0.12/ Sheet $0.29/ Sheet $0.30/ Sheet $0.30/ Sheet	$3,750.00 $1.00 $1.00 $72.00 $4,350.00 $6.00 $750.00	$.05/ Sheet $.05/ Sheet $.10/ Sheet $.12/ Sheet $.35/ Sheet $.50/ Sheet $.50/ Sheet	$7,500.00 $1.00 $2.00 $72.00 $5,250.00 $10.00 $1,250.00	$.05/ Sheet $.05/ Sheet $.05/ Sheet $.30/ Sheet $.50/ Sheet $.50/ Sheet $.60/ Sheet	$75,000 $1.00 $1.00 $180 $7,500.00 $10.00 $1,500.00	$.49/ Sheet $.65/ Sheet $.65/ Sheet $.25/ Sheet $3.14/ Sheet $10.71/ Sheet $14.28/ Sheet	$13,500.00 $13.00 $13.00 $150.00 $47,100.00 $214.00 $35,700.00
7	30	**Electronic Transmission**	$4.95/ Set	$148.50	$0.05/ Set	$1.50	$.25/ Set	$7.50	$20.00/ Set	$10.00	$40.00/ Set	$1,200.00
8	28,000	**CD Buring**	$.49/ Set	$13,720.00	$1.05/ Set	$29,400.00	1.00/ Set	$28,000.00	10.00/ Set	$10.00	$10.00/ Set	$280,000.00
		SBE 10% Preference:		$ 2,542.11		$ 3,875.15				$ 8,648.61		$ 44,287.33
		GRAND TOTAL FOR ALL ITEMS:		**$25,421.10**		**$38,751.50**		**$42,957.00**		**$86,486.10**		**$442,873.26**

MIAMI-DADE COUNTY
PURCHASE ORDER

DATE: 08/29/2018
** ORIGINAL **

PO NUMBER: POPE1800479

VENDOR:

BLUE DIGITAL CORP

7290 NW 7TH STREET UNIT 107
MIAMI, FL 33126

REQUESTING DEPARTMENT OR AGENCY:

RER - BUILDING

11805 SW 26 ST
MIAMI, FL 33175

VENDOR ID: 050528104 01 | VENDOR TEL: (305)262-4920

PLEASE REFER ALL QUESTIONS CONCERNING THIS ORDER TO: PIERSON SHERWOOD | TEL: (305)372-6652

CASH DISCOUNT: NET14 | FREIGHT CARRIER:

FOB: DEST-P
FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT CHARGES.

AGENT CONTACT: PRUNA, BASIA (305)375-5018	DELIVERY REQUIRED 09/30/2019	DEPT. NO. PE01	REQ NO. POPE1800479

ISSUED UNDER CONTRACT NO: 8254-1/22-1
BPO ID : ABCW1700399

SHIP TO:
BUILDING
11805 SW 26 STREET
MIAMI, FL 33175

BILL TO:
MIAMI-DADE COUNTY, FINANCE DEPARTMENT
ATTN: SHARED SERVICES PAYABLE UNIT
111 NW 1 ST, 26TH FLOOR
MIAMI, FL 33128

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	962-14	1.00	LO	364,000.0000	364,000.00

COMMODITY NAME/SPECIFICATIONS

BLUE PRINTING SERVICES: BLUE PRINTS, BLUE LINE,

(CONTINUED ON NEXT PAGE)

NOTE

1. **IF FRONT OF DOCUMENT READS "SMALL PURCHASE ORDER", THEN THIS DOCUMENT IS VALID FOR ORDERS UP TO $25,000 ONLY.**
2. **IF FRONT OF DOCUMENT READS "CHANGE ORDER", YOU MUST CHANGE PURCHASE ORDER NOW IN YOUR POSSESSION TO READ AS INDICATED ON FRONT. ALL OTHER ITEMS ARE TO BE SHIPPED AS ORIGINALLY SPECIFIED.**

CONFIRMATION
DO NOT DUPLICATE

VENDOR COPY

TERMS AND CONDITIONS

1. Materials must be properly packaged. Damaged material will not be accepted.
2. Inspection of delivery will be made at the delivery point, unless otherwise specified.
3. Claims for partial deliveries must be so indicated.
4. All containers or reels etc., are to remain the property of the purchaser unless otherwise specified.
5. The purchasing agent may grant additional time for delivery when the vendor is at fault or if he is satisfied the delay is beyond the control of the vendor. Such grant must be in writing and made a part of the order.
6. Rejected material will be returned to the vendor at the vendor's risk and expense.
7. Quantities specified in the order are not to be exceeded.
8. It is agreed that goods delivered shall comply with all Federal, State or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the buyer from loss, cost or damage by reason of actual or alleged infringements of letters patent.
9. All prices must be F.O.B. delivery point. Where specified purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice.
10. Unless otherwise specified, 2% will be deducted from your invoice at the time of payment pursuant to Miami-Dade County Budget Ordinance No. 03-192 which establishes a user access fee on contracts under the County's User Access Program (UAP). If the transaction is a Small Purchase Order, then this deduction does not apply.
11. In case of default by the vendor on an awarded bid, the buyer may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.
12. No charge shall be made for extras, packing or cartage unless ordered and the charge approved in writing by the purchasing agent.

This order subject to conditions on face and reverse thereof. No changes may be made without written permission of purchasing agent.

IMPORTANT: The purchase order ID must be shown on all invoices, packages, cases, tickets and correspondence.

DATE: 08/29/2018 PO NUMBER: POPE1800479
** ORIGINAL **

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

REPRODUCTION AND BINDING SERVICES (CONVERTING PAPER PLANS TO DIGITAL)

PURCHASE ORDER TERM: 09/1/2018 - 09/30/2019

REPRODUCTION & BINDING SERVICES, PER TERM AND CONDITIONS UNDER ESTABLISHED CONTRACT, AND TO BE VERIFIED AGAINST INVOICES FOR ACTUAL GOODS DELIVERED AND/OR ACTUAL SERVICES RENDERED. THE TOTAL OF THIS RELEASE PURCHASE ORDER IS FOR AN ESTIMATED DOLLAR VALUE WHICH IS PROVIDED FOR ACCOUNTING PURPOSE ONLY. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO QUANTITIES OR DOLLAR AMOUNTS THAT WILL BE USED.

COMMODITY LINE TOTAL	364,000.00
GRAND TOTAL	364,000.00

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2% UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF THE UAP IS MANDATORY.

R.E.R DEPARTMENT: PERMIT SUPPOT & COMM. DIV., PERMIT RECORDS SECTION
R.E.R DEPARTMENT CONTACT: PIERSON SHERWOOD, PH: (305) 372-6652
DEPARTMENT ACCOUNTS PAYABLE CONTACT: MURAD CHARANIA, PH: (305)372-6652

COUNTY CONTRACT NO.: 8254-1/22-1
COUNTYWIDE CONTRACT PERIOD: 11/01/2017 - 10/31/2022
OUR REFERENCE NO.: 18-08/139 FOR THE PERMIT RECORDS SECTION

ACCOUNTING INFORMATION:

SFX	INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT / %
01	PEXRECORDS	33050		PEBLDG	DIRECT			364,000.00

(CONTINUED ON NEXT PAGE)

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8. It is agreed that goods delivered shall comply with all Federal, State or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the buyer from loss, cost or damage by reason of actual or alleged infringements of letters patent.
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IMPORTANT: The purchase order ID must be shown on all invoices, packages, cases, tickets and correspondence.

DATE: 08/29/2018
** ORIGINAL **

PO NUMBER: POPE1800479

AUTHORIZED SIGNATURE: _____ DATE: 8/29/18

--- END OF DOCUMENT ---

VENDOR COPY
CONFIRMATION
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AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 13.

ITEM: Consideration and **Approval** to procure twenty-six (26) Dell rugged laptops from SHI International Corp in the amount of $50,156.60 for the Police Department to replace out-of-lifecycle equipment. Enclosed is a copy of all estimates submitted.

DESCRIPTION:
The purpose of this expenditure is to purchase twenty-six (26) Dell rugged laptops for the Police Department. The new equipment will provide efficient computers for the Police Officers' use in the field.

Equipment Specifications:
1. Dell Latitude 5000 5420 14" Rugged Notebook - Full HD - 1920 x 1080 -
2. Intel Core i5 (8th Gen) i5-8350U Quad-core (4 Core) 1.70 GHz - 16 GB RAM
3. 512 GB SSD - Windows 10 Pro - English Keyboard - IEEE 802.11ac 4. Wireless LAN Standard.

On December 10, 2021, the Town received a total of seven (7) submittals in response to the issuance of a Request for Proposals to procure Dell Laptops.

1. SHI International Corp.	$50,156.50
2. Archangel Tablets, LLC	$42,067.74
3. Dyteck, Inc.	$54,107.30
4. Howard Technology Solutions	$49,936.90
5. Hypertec	$51,479.94
6. Liberty PCS	$58,717.88
7. PCN Strategies	$49,574.20

Staff hereby recommends the Town procure the Dell Laptops equipment from SHI International Corporation for the amount of $50,156.50 because of their equipment specs and reliability selling this type of equipment.

Enclosed is a copy of the proposal from SHI International Corp.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
Budget Amendment No. 2, has appropriated $50,000 for purchase of Bay Harbor Islands Police

Department Laptops.
The rest of the funds will come from the IT budget ($156.60)

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Dell Rugged Laptop Proposal	01/12/2022	$50,000.00	001.5210.40064.000		$50,000.00
Dell Rugged Laptop Proposal	01/05/2022	$156.60	001.5135.40052.000		$156.60

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

ATTACHMENTS

1.	SHI International - Laptops Quote

SHI International Corp.
290 Davidson Avenue, Somerset, NJ 08873 • 888-764-8888 • SHI.com

December 10, 2021

Roberto Gonzalez
Town of Bay Harbor Islands Florida
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
rgonzalez@bayharborislands-fl.gov

Dear Roberto Gonzalez:

SHI is pleased to provide the following proposal to Town of Bay Harbor Islands Florida in response to your request for proposal for Dell Rugged Laptops Replacement Project. The intent of our proposal is to illustrate why we are best qualified to meet the needs of Town of Bay Harbor Islands Florida, providing evidence of our ability to deliver the highest quality solutions at the best possible cost.

Over the past 31 years, SHI has transformed from a $1 million "software-only" regional reseller into a leading global provider of technology services and solutions. We have over 5,000 employees worldwide and we are the largest Minority and Woman Owned Business Enterprise (MWBE) in the U.S. In 2020, SHI reported earnings of $11B. Our Public Sector business represents $3B of that overall number.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with over 190 dedicated Public Sector sales representatives based within their State or region.
- Our ability to help our customers streamline and improve the management of their technology procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers' needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

We are confident that we are uniquely positioned to help Town of Bay Harbor Islands Florida continue to focus on meeting their IT needs. Should you have any questions regarding our response, please contact me at Evan_Ely@shi.com or (732) 652-0273. Thank you for your consideration, and we look forward to working with Town of Bay Harbor Islands Florida on this project!

Respectfully,

Evan Ely
Senior Account Executive

SHI International Corp.

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR PROPOSALS
DELL RUGGED LAPTOPS REPLACEMENT PROJECT

Pursuant to Florida Laws, the Town of Bay Harbor Islands, Florida hereby solicits sealed proposals from companies with at least five (5) years' experience in the sale of computer equipment, for purchase of laptops for Bay Harbor Islands Police Department.

The Town plans on purchasing twenty-six (26) Dell Rugged Laptops with the specifications listed below for use by police officers in the field and replace out of life cycle equipment.

Equipment Specifications

1. Dell Latitude 5000 5420 14" Rugged Notebook - Full HD - 1920 x 1080 -
2. Intel Core i5 (8th Gen) i5-8350U Quad-core (4 Core) 1.70 GHz - 16 GB RAM
3. 512 GB SSD - Windows 10 Pro - English Keyboard - IEEE 802.11ac
4. Wireless LAN Standard

The laptops shall comply with provided specifications and meet all Federal requirements. Written inquiries concerning this proposal should be made to the Town's IT Manager, Roberto Gonzalez at rgonzalez@bayharborislands-fl.gov .

Sealed proposals for this project 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 on or before December 10th, 2021,** at which time they will be publicly opened and read aloud. All proposals shall be clearly marked: "RFP - Dell Rugged Laptop Proposal." Late submittals will not be considered.

Award will be made to the best responsible responder as determined by the Town of Bay Harbor Islands. Pricing must be itemized to include an explanation of all fees and costs.

The Town reserves the right to consider all proposals and choose the business that will best serve the community. The Town also reserved the right to waive any irregularities and to reject any and all bids.

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

Request for Proposal – Dell Rugged Laptops Proposal.
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 to purchase 26 Dell rugged Laptops for our BHIPD.

Description:

The reason of this project is to provide an efficient and robust computer for our officers on the field

Professional Qualifications:

We are looking for a company with at least 5 years of experience in the sales of computer equipment

Equipment Specifications

1. Dell Latitude 5000 5420 14" Rugged Notebook - Full HD - 1920 x 1080 -
2. Intel Core i5 (8th Gen) i5-8350U Quad-core (4 Core) 1.70 GHz - 16 GB RAM
3. 512 GB SSD - Windows 10 Pro - English Keyboard - IEEE 802.11ac
4. Wireless LAN Standard

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, December 10th, 2021, at which time bids will be publicly opened and read aloud. Bids need to be clearly marked "Dell Rugged Laptops Proposal" and must be sealed.

*Times and dates are subject to change.

Budget

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.

Pricing Proposal
Quotation #: 21340329
Created On: 12/6/2021
Valid Until: 12/21/2021

Bay Harbor Islands Police Department

Roberto Gonzalez
9665 Bay Harbor Terrace
Miami, FL 33154
United States
Phone: (305) 866-6242
Fax:
Email: rgonzalez@bayharborislands-fl.gov

Inside Account Executive

Evan Ely
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-0273
Fax: 732-564-8224
Email: Evan_Ely@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Dell Latitude 5420 Rugged Dell - Part#: 3000106073644.1 Contract Name: NASPO Computer Equipment Contract #: MNWNC-108 Subcontract #: 80AHD **Note:** NASPO Ceiling Price = $3,042.63 (this is 36% off of that price)	26	$1,929.10	$50,156.60
			Total	$50,156.60

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Dell Latitude 5420 Rugged Laptops:

Dell Latitude 5420 Rugged, CTO 210-AQPT - 1 -
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro) 379-BDHC - 1 -
Windows 10 Pro English, French, Spanish 619-AHKN - 1 -
No Microsoft Office License Included – 30 day Trial Offer Only 658-BCSB - 1 -
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year 528-CHEC - 1 -
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics 338-BPTK - 1 -
No Out-of-Band Systems Management - vPro Disabled 631-ABWH - 1 -
8GB, 2x4GB, 2400MHz DDR4 Non-ECC 370-AGKG - 1 -
M.2 512GB PCIe NVMe Class 40 Solid State Drive 400-BBUB - 1 -
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch 391-BDXO - 1 -
No Security Options 346-BEVE - 1 -
Dell USB,USB,AUDIO,BLANK left I/O module 590-TEYE - 1 -
SYSTEM RATING LABEL 389-DOPP - 1 -
Sealed Internal Non-Backlit Keyboard 580-AFDC - 1 -
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver
(Later upgrade not possible for the system) 555-BEPC - 1 -
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 555-BDGD - 1 -
WLAN Bracket 575-BBYW - 1 -
No Mobile Broadband Card 362-BBBB - 1 -

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 14.

ITEM: Consideration and **Approval** of an ordinance on first reading requested by Council Member Leonard to permit artistic murals, graphics, or Town-created marketing information to be placed on the exterior face of temporary construction fences for aesthetic enhancement. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:
The proposed item is sponsored by Council Member Leonard for the Council to consider an ordinance on first reading to amend Sections 5-5 and Section 23-12 of the Town Code relating to temporary construction fences.

The proposed amendment would permit new developments to display artistic murals, graphics, or Town-created marketing information to be placed on the exterior face of the temporary construction fences.

Enclosed is a copy of the proposed ordinance on first reading.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	DRAFT Construction Fences 12.29.2021..
2.	BHI Draft Fence Ord Dec 17 2021_Exhibit A
3.	BHI Temp Const Fence Graphics Miami Bch Ex
4.	BHI Temp Const Fence Comparison Table

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN CODE ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE I, SECTION 5-5 ENTITLED CONSTRUCTION SITE OPERATIONS; AMENDING CHAPTER 23, ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12, ENTITLED GENERAL PROVISIONS, PARAGRAGH 22, BY ADDING SUBPARAGRAGH (K); AS IT RELATES TO THE EXTERIOR FACE OF TEMPORARY CONSTRUCTION FENCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's various Land Development Regulations accordingly; and

WHEREAS, the regulation of construction site operations is necessary for preserving and maintaining the public health, safety, welfare and high quality and standards and aesthetic beauty within the Town;

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

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Chapter 5, Building and Construction, Article I, Section 5-5, Construction Site Operations, as more fully set forth in the attached Exhibit A, by reference made a part hereof.

Section 3: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Chapter 23, Zoning and Planning, Section 23-12, General Provisions, Paragraph 22, by adding subparagraph (k), as more fully set forth in the attached Exhibit A, by reference made a part hereof.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 5: That 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 6: 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 7: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 12th day of January 2022.

PASSED on Second Reading this 9th day of February 2022.

_____
JOSHUA D. FULLER
MAYOR

ATTEST:

_____
ALBA L. CHANG, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
JOSEPH S. GELLER, ESQ.

GREENSPOON MARDER, LLP
TOWN ATTORNEYS

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. – IN GENERAL

Sec. 5-5. - Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

(a) *Definitions.* The following words or phrases when used in this section shall have the meanings ascribed to them herein:

(1) *Construction site* includes all sites where new construction, renovations, or additions take place, other than just interior work that is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A construction site shall not include paving or repaving of a driveway, or other re-surfacing and/or minor interior renovations or construction that is not exposed to the elements.

(2) *Secure,* in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles, The term "secure" as applied to construction site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.

(b) *Debris control.* A construction site shall be maintained in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the construction site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.

(c) *Erosion and run-off control.* In compliance with the town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (Erosion and Sediment Control Plan) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the town, shall provide for a containment area to reduce run-off.

(d) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.

(e) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees and groundcovers shall be maintained in such a fashion so that the construction site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be sodded and properly maintained, until such time as a construction fence is erected and construction activity begins.

(f) *Temporary construction fence.* A temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be six feet chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. The exterior face of such fencing shall at a minimum consist of a continuous color finish (black / dark green mesh) for single-family development. Artistic murals, graphics, or Town-created marketing information placed on the exterior face of temporary construction fences for other than single-family home developments may be allowed, subject to approval of the town manager or their designee. A fence permit is required to be issued for the temporary construction fence, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit.

(1) A temporary construction fence will be required for all new construction and substantial renovations.

(2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on-site, the temporary construction fence must be installed.

(3) Work on pools, pool installations or substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.

CHAPTER 23

ZONING AND PLANNING

Sec. 23-12. General Provisions.

(22) Walls and Fences. The following provisions apply to the design, installation, location and maintenance of walls and fences:

(a) *Approval of town*. No wall or fence of any kind shall be erected or maintained at any lot except as above set forth until the height, type, design, and location thereof shall have been approved by the Planning and Zoning Board, unless otherwise delegated to the town manager as is set forth more specifically in this section.

(b) *Maximum height of walls or fences; Placement Restrictions*. No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six (6) feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven (7) feet; all heights measured from the ground at the base of the wall or fence to the highest point of the wall or fence and shall in all cases be uniform and follow the contour of the land. Minor variations in the height of portions of walls, not to exceed four (4) inches in any ten (10) foot section of a wall, may be permitted due to changing slopes of lots. The town may approve decorative columns with a height not exceeding one (1) foot higher than the wall or fence. If a fence or wall is proposed in a front or side street setback area adjacent to a street right-of-way, the fence or wall shall not be placed in the public right-of-way nor closer than two (2) feet to the property line. Within the two (2) foot area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.

(c) *Child-safe latch on swimming pool gates*. Any fence or wall installed at a property with a swimming pool must have a self-closing gate with a child-safe latch located at a minimum of four (4) feet above grade.

(d) *Chain link fence or wire fence prohibited in front yard setback*. No chain link or wire fence shall be installed or maintained which protrudes or extends beyond the imaginary extension of a line from the front wall of any building or structure to the side

yard property line of said building or structure ("front yard setback").

(e) *Vinyl-clad material required*. If chain link fencing is proposed for installation where permitted, only green or black vinyl-clad material shall be allowed.

(f) *Hedge material required for fencing and walls*. All fencing or walls must have hedge material installed simultaneously with the installation of the fence or wall. Said hedge must be planted along the entire length of the fence or wall, except at gate locations or as otherwise approved by the town, and shall have a height at the time of planting of at least fifty (50) percent of the height of the fence or wall and must be installed a maximum of two (2) feet apart, measured from the center of the plants. Planting materials associated with fences or walls must be of a type that will grow to a height equal to or greater than the height of the fence or wall and shall be of a depth so as to engulf and hide the fence or wall. The location of any required hedge material shall be determined on a case-by-case basis. Hedges shall be kept and maintained in a neat and attractive manner. If the hedge deteriorates, new planting material to match the existing hedge shall be added.

(g) *Hedge planting material required with certain fences or walls*. If a wall or fence is installed in the front (street) yard setback (or for corner lots the side yard facing a street) without fencing or wall material along the sides of the property, then the sides shall be planted with hedge material in accordance with the requirements stated in subsection (f) above.

(h) *Permit required for walls or fences*. The installation or maintenance of any walls or fence shall require the application and receipt of a permit authorizing said installation. Each applicant for a permit authorizing said installation shall be required to submit to the town for its approval, prior to the commencement of such installation the following:

(1) A landscaping plan, indicating type, sizes and quantities of proposed landscaping materials to be used between the wall or fence and the street or adjoining properties.

(2) A color sample of the proposed stucco, plaster or other materials, or paint sample, representative of the proposed finish surface of the wall or fence.

(3) In the case of walls, architectural drawings indicating some type of architectural features such as banding, quoins, etc., on stuccoed walls. Said drawings shall clearly indicate the proposed shape and design of said wall. See below for minimum design standards.

(4) In the case of wood fences, a scale drawing, photograph or brochure of the proposed style, as well as a color sample of the paint or stain, shall be submitted to the town for approval.

(5) If any wall or fence is to be constructed on a common property line, written permission from any adjoining lot owner shall be required to be submitted to the town with the permit application to construct, finish and/or maintain the exterior of the wall facing the adjoining owner's lot. Any damage done to an adjoining owner's property shall be repaired and/or replaced by the applicant.

(i) *Minimum design standards for walls or fences*. The design of any wall or fence shall comply, at a minimum, with the following design standards:

(1) If walls are to be stuccoed, they must be finished and architectural features shall be required on both sides of a wall (facing interior of lot as well as any adjoining lot, street or waterway). Plain walls with large unbroken surfaces shall be prohibited. The architectural design of the wall / fence shall be compatible with the main building architecture.

(2) The use of brick, stone, coral, glass block, metal or other decorative material is encouraged.

(3) The finished side of a wood fence shall face the street or any adjoining property with any exposed structural columns facing the interior of the lot.

(4) If any wall or fence is to be constructed on a common property line, all improvements including support structures (footers, etc.) shall be placed on the applicant's property and may not encroach onto any adjoining owner's property, without the adjoining property owners written consent.

(5) For those portions of walls / fences within the front setback area (adjoining any street), the following additional design standards are established to avoid the appearance of large expanses of solid wall / fence surfaces:

a) A maximum of three (3) feet of solid opaque wall / fence surface above grade shall be permitted, except as provided hereinafter.

b) The balance of allowable wall / fence height up to the maximum heights may be constructed of non-opaque material such as wrought iron, aluminum, decorative open weave concrete or clay products, glass block and similar materials.

c) Not more than seventy fifty (75) percent of any such overall wall / fence surface shall be opaque. Notwithstanding the above, portions of solid walls / fence surfaces not exceeding eight (8) feet in width may be permitted for screening of parking areas, provided the design of the exterior surface of the wall / fence facing a street is approved by the Town.

d) The Planning and Zoning Board may grant exceptions to the above criteria for specific sites based on creative and compatible design solutions and location issues.

(6) For walls / fences / hedges constructed on waterfront lots within the minimum rear setback area to the seawall, including any such wall / fence parallel to the seawall, or on a dock adjoining the seawall, at least seventy-five (75) percent of that portion of the wall / fence and any hedge materials placed similarly, shall provide for see-through visibility to the adjoining water.

The town shall determine whether the installation and maintenance of a wall or fence (is) appropriate and harmonious to the other buildings, structures, walls, fences and overall design of the town. Prior to obtaining a permit, the applicant shall be required to submit a property survey to verify the proposed location of said fence or wall to the town. All fences and walls which require landscaping shall require prior approval of the town. If the application is approved by the town, a permit shall be issued for the installation and maintenance of the wall or fence.

(j) *Application to waterfront properties.* With respect to waterfront properties, the provisions of this section shall apply to the rear yard setback, which is that portion of the property abutting the street.

(k) *Temporary Construction Fences*. See Chapter 5-5(f) for applicable installation, permitting, design and location requirements.

Sec. 142-876. - Vacant and abandoned properties and construction sites.

(a) *Vacant and abandoned properties in all districts.* The following minimum fence requirements shall apply to all vacant lots, lots containing a structure that is subject to a permit that has been abandoned or that has expired (for more than 30 days) and which structure is unfit for human habitation, and lots containing buildings unfit for human habitation.

(1) *Applicability.* With the exception of single-family districts, fencing shall be required for all vacant and abandoned lots, as identified more specifically in subsection (a).

(2) *Height.* There shall be no minimum height requirement for fences in single-family districts; however, the maximum height in single-family districts shall not exceed seven feet. In all other zoning districts, a seven-foot high fence shall be constructed along all property lines, except those facing a waterway, in which case the height shall be five feet. If a property contains a building that is set back less than five feet from a property line, or there is an existing CBS wall that is at least five feet in height, the planning director, or designee, may waive the minimum fence requirements along those property lines, provided that the property is secure from trespassing. In the event that an abutting property has an existing fence along an interior side and/or rear property line, and such fence provides adequate securing of the property, the planning director, or designee, may waive the requirement for a fence along such property lines. Within single-family, townhome, and all other residential districts, the fence shall be set back four feet from front and side street property lines.

(3) *Materials.* Along the front, street side and any waterway portions of the property line, including all required front yards, side street yards, and rear yards facing a street or waterway, an aluminum picket fence (or equivalent standard) with permanent-quality construction shall be required. Along interior property lines, as well as rear property lines not facing a waterway or street, black or green vinyl coated chain-link fencing, of permanent-quality construction, may be permitted, provided such fencing is not located within a required front yard, street side yard, or rear yard facing a waterfront.

(4) *Construction requirements.* All fences required herein shall be of permanent-quality construction, including concrete foundations.

(5) *Access.* Wherever there is a driveway approach to enter a lot, vehicular access onto the lot shall be required for maintenance purposes, with a locked gate.

(b) *Construction fences in all districts.* As applicable to all properties with active building permits that have been deemed unfit for human habitation, construction fences shall be required to be installed along all property lines:

(1) *Height.* In single-family districts, construction fences shall be installed at a minimum height of six feet and maximum height of ten feet, as measured from the adjacent grade. In all other districts, construction fences shall be a minimum height of six feet and maximum height of 12 feet, as measured from adjacent grade.

(2) *Materials.* In all districts, construction fences located along a front, side facing a street, or waterfront property line, shall consist of an opaque screening, which may include plywood or aluminum panels, or the equivalent solid construction on a wood or metal frame. Alternatively, a chain link fence may be permitted, provided that it contains a horizontal top, opaque screening, and a rolling gate for access. The exterior face of such fencing shall at a minimum consist of a continuous color finish in single-family districts. In all districts, except single-family districts, an artistic mural, which is integral to the fence construction, shall be required, subject to design review approval or a certificate of appropriateness, as applicable.

(3) *Construction requirements.* All fences required to be installed pursuant to this section shall be of permanent-quality construction, including concrete foundations.

(4) *Access.* A rolling or rigid folding gate shall be placed at an opening in the fence wherever there is a vehicular access point for construction vehicles to enter the site. The width of the gate shall not be greater than what is required to allow access to construction vehicles; however, the height may be increased as necessary to provide a rigid frame that completely surrounds the vehicular access point. The gate shall not be of a swinging type.

(Ord. No. 2019-4307, § 2, 10-16-19)

EXHIBIT 1
CONSTRUCTION FENCE ORDINANCE REGULATIONS FROM OTHER CITIES - COMPARISON TABLE

	Construction Fencing Regulations - In General	Continued
NYC	Fences are built solid for their entire length out of wood or other suitable materials. However, the Department may approve chain link fences as below:For stalled, abandoned or discontinued work sites, after certification of removal of all construction equipment and materials (BC 3303.13).	Materials. Fence installation may be of solid material such as wood, corrugated metal, or other suitably rigid and strong materials. Chain link materials, where allowed, must be made of new materials or materials in good condition, galvanized steel mesh and posts, and the installed fence and gates covered with opaque sturdy cloth. Height. A fence shall be at least 8 feet high. Structural Supports. Posts (including concrete encasement of posts), frames, braces, and rods erected at design intervals to resist the effects of wind and secure the entire length of fence. Gates. Gates are installed only where required for access to the site. The street facing portion of the solid fence may have openings with gates of the same solid materials as the fence and installed as sliding or in-swinging gates. Viewing Panels. These are 12 inch by 12 inch openings in the solid fence that allow a site to be viewed from outside of the fence, and there shall be a minimum of one or one for every 25 feet of frontage. Viewing panels are installed between three and six feet above ground level and are blocked by transparent plexi-glass or other non-frangible material. Color. All solid fence installations shall be painted hunter green. Signs and Project Information Panel. A project information panel constructed of durable, weatherproof, flame retardant material such as vinyl, plastic, or aluminum, is required at 4 feet above grade on each fence perimeter fronting a public thoroughfare.
Aventura	No Code per Barry Glading Sec. 14-100. - Securing of construction sites; other requirements. (no fence regs)	
Hallandale	Sec. 32-771 Construction Fencing (a) Unless otherwise approved by the city manager, all development sites must be secured from unauthorized access by a six- or eight-foot chain link fence with a firmly affixed windscreen of 50 percent porosity.	(c) Prior to beginning grading, demolition, or construction activity, at least one weatherproof sign measuring 12 inches by 18 inches must be posted on each street frontage of the project site at a location acceptable to the building inspector, showing working hours, and the name and emergency contact phone number of the contractor. (d) A "No Trespassing" sign shall be mounted on the fence in conspicuous locations around the site until construction is completed and approved.
Miami Beach	Sec.106-98 Construction Management Plan (No fence detail info)	
Miami Gardens	Sec. 16-62 Construction Site Security (b) .... The site shall be secured with a six-foot screened fence to be installed according to the Florida Building Code.	
Miami Lakes	Sec. 13-1509 Fences, walls and gates 5) Temporary construction fences. A construction fence, to secure a construction site, on a site in a residential or nonresidential zoning district may be approved by the Administrative Official in any required setback or yard in conjunction with a temporary certificate of use. Said fence approval shall be valid for a maximum of 180 days in connection with a valid building permit. However, a construction fence approval may be extended by the Administrative Official for a second 180-day period provided that the building permit application has not expired.	
North Miami	Sec. 5-36 Construction site maintenance(b) Construction fencing. Construction sites shall provide temporary fencing with screening to secure the site during the construction process to mitigate the effects of vagrant activity and dust and debris upon the surrounding community.	

Oakland Park	Sec. 24-164(4) Temporary construction fencing plan required. a. Allowed materials: chain link with vinyl coating, vinyl fence mesh or plywood. b. Height: six (6) feet above grade (When, in the estimation of the development review committee, circumstances dictate, height may be increased up to ten (10) feet.) c. The plan must clearly indicate location and type of fencing and locations of all gates. d. Fencing is allowed only on the property which is subject of the permit. .... f. On properties abutting roads designated as arterials or collectors on the Broward County Trafficways Plan, vinyl slats are required for chain link fences. Plywood fencing may only be used on properties abutting trafficways.	g. Fences must be kept in good repair at all times. h. Murals or other public art are encouraged to be placed on plywood or vinyl mesh fences (subject to city commission approval). i. All fencing must be removed prior to issuance of any final certificate of occupancy.
Sunny Isles	Sec. 265-63.3 Construction Fencing A. Temporary construction fencing. No person or entity shall install or construct a temporary construction fence in this City without first obtaining a permit from the City's Building Department. Each fence constructed or maintained shall be constructed and anchored in accordance with the Florida Building Code.B. Permitted fences. (1) Except on the east side of Collins Avenue, the following temporary construction fences are permitted in all the zoning districts: ..... (f) Frame plywood panel. (g) Chain-link fences with canvas (or similar material) are permitted if the property owner or agent has obtained a demolition permit from the Building Department. The chain-link fence shall be permitted to be utilized as a demolition fence for a period of no longer than two months or until expiration of the demolition permit, whichever occurs first. However, such demolition fence shall not be removed until the installation of a permitted construction fence, as defined in this section. The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier. Any person or entity found to be in violation of this subsection shall be subject to a fine of $500.00 per day. (2) A temporary construction fence (as defined herein) shall be installed on the front, side, and rear property lines. (3) On the east side of Collins Avenue, no other material shall be used to construct a temporary construction fence on the front property line, except for the following: ..... (c) Frame plywood painted panel. .....(4) However, chain-link fences with canvas (or similar material) backing or meshing may be permitted on the side and rear property line, provided they are neatly designed and maintained as approved by the Building and Zoning Departments.	F. Expiration of permit. A temporary construction fence permit issued under this chapter shall expire upon the issuance of a certificate of occupancy. The temporary fence shall remain on the property until the completion of construction, provided that it shall be removed in accordance with the terms of the Florida Building Code. G. Murals and graphics. Graphics and murals on temporary construction fencing are prohibited unless approved by the City Commission at site plan review pursuant to § 265-18 of the LDR. The City Commission, in its discretion, may permit graphics and painted murals on temporary construction fences for aesthetic enhancement of the fence and advertisement of the project to be constructed at site plan review. A minor change as defined by the Land Development Regulations (LDRs) may be approved administratively by the City Manager without notice to the Commission. ..... J. Temporary construction signs. Construction, erection, and maintenance of temporary construction signs shall be governed by § 265-57.C of the Land Development Regulations. .....
Bal Harbor	Article VII Construction Site Operations Sec. 6-201 Property Maintenance Standards (no fence regs)	

Bay Harbor Islands	Sec.5-5(f) Temporary construction fence. A temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be six feet chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. A fence permit is required to be issued for the temporary construction fence, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit. (1) A temporary construction fence will be required for all new construction and substantial renovations.	Sec.5-5(l)(l) Netting. All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.
Boca Raton	Sec.28-1356(n) In all zoning districts, a 6-foot temporary construction fence may be placed on and along all plot lines of the property while under construction with an active building permit, subject to the sight obstruction limitations listed in subsection (b) above.	
Coral Gables	Sec.105-30 f. Construction fencing with visual/dust barriers or visual displays for public information. A construction fence shall be covered with a visual/dust barrier or, at the request of the applicant, with visual displays for public information.	

Dania Beach	Sec 8-7 Fencing requirments for commercial properties under construction Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code: (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and ..... and (3) When the construction site has required construction fencing which is adjacent to any public right-of-way, the fence adjacent to the right-of-way shall have a visual and dust barrier or screening of canvas or mesh fence covering. Such barrier or screen shall include: a. Project renderings and other information which shall cover at least seventy-five (75) percent of the entire length of the fence along the right-of-way of an arterial roadway or state roadway and at least twenty-five (25) percent along local roadways, except as provided below, but shall not extend above the top of the required fence; b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution and general contractor; c. No part of the fence covering may contain advertising or sales information; d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction; e. All screening shall be maintained in good condition and shall be maintained in a taut condition throughout the allotted permit time. The barrier or screening must be kept secure from any wind damage, free of rips, tears and discoloration; f. The city logo may be included in the barrier or screening graphics as approved by the city commission. (4) All wind barrier or screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. A barrier or screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended. (5) The fence and required	

Doral	Sec. 5-26(b) Temporary construction barrier required. The provisions of this article shall apply to residential and nonresidential developments. All new construction sites shall be required to secure the property by placing a temporary barrier around perimeter of the subject property and shall implement those security measures reasonably necessary to control access to the site, and to deter vandalism, theft, and other crime by implementing the following provisions: ..... (2) Design requirements. Temporary construction barriers that are visible from the right-of-way may be constructed with opaque screening and subject to the following design requirements: a. If a chainlink fence is used it must incorporate a fabric vinyl mesh creating an opacity of a minimum of 80 percent. b. Barrier shall be between six to 12 feet in height. ..... d. Construction barriers shall be built and maintained in place in accordance with the building code for the entire duration of the construction activity or until the fence is approved to be removed by the city manager or a designee. e. Sites that contain multiple buildings shall maintain the construction fence around the portion of the site and buildings under construction as determined by the city manager or a designee. ..... (c) Permits required. Prior to the installation of the construction barrier, the applicable building permits must be issued by the building department. In addition, a dimensioned site plan identifying the location of the fence must be submitted.	
Ft. Lauderdale	Sec. 47-19.5 Fences, walls and hedges J. Temporary fences. 1. A temporary construction fence may be permitted in conjunction with construction on a site in accordance with requirements determined by the department. Such fence shall not be placed on the development site prior to final site plan approval or prior to issuance of the first building permit, whichever occurs first; and must be removed within two (2) weeks after issuance of a certificate of occupancy (CO) or termination of site plan approval, whichever occurs first.	

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 15.

ITEM: Consideration and **Approval** of an ordinance on first reading requested by Vice Mayor Tricoche amending Chapter 23 of the Town Code to establish additional regulations for vacation rentals on the Town's East Island. Enclosed is a copy of the proposed ordinance on first reading.

DESCRIPTION:
The proposed item is sponsored by Vice Mayor Tricoche for the Council to consider an ordinance on first reading to amend Chapter 23 of the Town Code as it relates to Vacation Rentals.

At the November 10th, Regular Council Meeting, the Town Council held a discussion regarding the existing regulations and to possibly add a licensing requirement for vacation rentals. The staff was directed to bring an ordinance on first reading to amend the Town Code to establish additional regulations to operate vacation rentals.

Enclosed is a copy of the proposed ordinance for first reading and other supporting documents.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk
Elizabeth Tricoche, Vice Mayor

ATTACHMENTS

1.	DRAFT Vacation Rental License 12.29.2021
2.	Draft Exhibit A Text Dec 17 2021_Vacation Rentals
3.	Miami Shores Code Vacation Rentals 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE VI, SECTIONS 23-72 – 23-76 ENTITLED VACATION RENTALS; TO ESTABLISH ADDITIONAL REGULATIONS FOR VACATION RENTALS ON THE TOWN'S EAST ISLAND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, unregulated vacation rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of vacation rentals within existing residential buildings in established residential neighborhoods can create negative compatibility impacts, which include, but are not limited to, excessive noise, on-street parking and off-street parking demands, accumulation of trash, and diminished public safety; and

WHEREAS, transient public lodging establishments that are not vacation rentals are subject to stricter development standards, undergo annual inspections, and have more stringent operational and business requirements; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and finds a substantial interest in furthering the public health, safety and welfare by controlling density and protecting the residential character of areas designated for residential use and that certain modifications are necessary and desirable to address the concerns of Town residents.

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

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to modify Chapter 23 entitled Zoning and Planning; Article VI, Section 23-72 – 23-76 entitled vacation rentals within the RM-1, RM-2, RM-3 and B-1 zoning districts, as more fully set forth in the attached Exhibit "A", and by reference made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: 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 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 12th day of January 2022.

PASSED on Second Reading this 9th day of February 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

ALBA L. CHANG, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
GREENSPOON MARDER, LLP
TOWN ATTORNEYS

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE VI. - VACATION RENTALS

Sec. 23-70. - Purpose.

The town council finds that certain transitory uses of residential property tend to affect the residential character of the community and are injurious to the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the Town of Bay Harbor Islands to mitigate impacts created by such transitory uses of residential property within the town. It is unlawful for any owner of any property within the geographic bounds of the Town of Bay Harbor Islands, Florida, to rent or operate a vacation rental of residential property contrary to the procedures and regulations established in this article or applicable state statute.

Sec. 23-71. - Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their meaning as provided in section 23-1, Definitions, of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

Bedroom or *sleeping room* shall mean a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a bathroom without crossing another bedroom or interior room.

Certificate of compliance shall mean a document issued by the town finding the building, land use or site complies with the applicable Code regulations and procedures.

Garbage shall be interpreted as defined in section 9-21 of the Code of Ordinances.

License shall mean a document issued by the town allowing a vacation rental to operate within the town limits of Bay Harbor Islands.

Owner shall mean an individual, firm, association, syndicate, partnership, or corporation owning or having a proprietary interest in a parcel of land.

Person shall mean a corporation, company, association, society, firm, partnership, or joint stock company, as well as an individual, a state, and all political subdivisions of a state or any agency or instrumentality thereof.

Residential property refers to the specific multi-family residential zoning districts in sections 23-4 and 23-6.

Responsible party shall mean the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of vacation rental property and for the conduct and acts of occupants of the vacation rental property.

Transient occupants (occupants) shall mean any person, or guest or invitee of such person, who occupies or is in actual or apparent control or procession of residential property registered or used as a vacation rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a transient occupant.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests, but that is not a timeshare project.

Sec. 23-72. - Registration required and application.

(a) *Registration required.* It is unlawful for any person to allow another person to occupy any residential property as a vacation rental within the Town of Bay Harbor Islands, or offer such rental services within the town, unless the person has registered the vacation rental property with the town and the vacation rental property has been issued a vacation rental license and business tax receipt (BTR) in accordance with the provisions of this article. A separate vacation rental license and BTR is required for each dwelling unit used as a vacation rental. A vacation rental license and BTR shall be valid for one year only and may be renewed as set forth in this section and shall be valid only for the person to whom it was issued and shall not be subject to sale, assignment, or transfer, voluntarily or involuntarily, nor shall the license or BTR be valid for any other premises other than that for which it was originally issued. The vacation rental license and BTR shall be displayed in a conspicuous place in each vacation rental dwelling unit. The fee to apply for and annually renew a vacation rental license and BTR issued under this section shall be as adopted via resolution by the town council

Application for registration. The application for a vacation rental license under this section must be made to the town manager or their designee on appropriate forms generated by them for such purpose. The application for a vacation rental license under this section must contain the information stated below. In additional to the standard town business tax receipt (BTR) application information and documentation, applications for registration shall set forth at a minimum:

(1) The legal description of the property offered for rental (i.e., address, lot, block and subdivision name);

(2) Name, address, and phone number of owner of said property;

(3) Name, address, and emergency contact phone number of the responsible party for said property, which shall be 24-hour, seven days a week contact number;

(4) Agreement by the responsible party that the phone number for the responsible party will be answered 24 hours a day, seven days a week by the responsible party;

(5) Agreement by the owner and responsible party to all of the following:

a. That all vehicles associated with the vacation rental must be parked in compliance with the Code of Ordinances of the Town of Bay Harbor Islands;

b. That it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in Chapter 12, Article II, Noise anywhere in the town;

c. That the owner, responsible party and property shall comply with all applicable city, county, state, and federal laws, rules, regulations, ordinances and statues including, but not limited, to the Fair Housing Act. In addition to the prohibitions set forth in the Fair Housing Act, the owner and responsible party shall not refuse to rent the vacation rental or terminate a rental due to the sexual orientation or gender identification of the transient occupant/transient occupant applicant;

d. That no solid waste container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and the solid waste container shall be removed before midnight of the day of pickup;

e. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance; and

f. That the application and any related approvals are specific to the property identified in the application and approval; other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property which is the subject of the application.

g. That the subletting of any vacation rental property is strictly prohibited.

(6) Proof of owner's current ownership of the property;

(7) Proof of registration with, or exemption from, the Florida Department of Revenue for sales tax collection and Miami-Dade County for Tourist and Convention Development Taxes, where applicable;

(8) Proof of licensure with, or exemption from, the Florida Department of Business and Professional Regulation for a transient public lodging establishment, where applicable; and

(9) Proof of compliance with section 23-74.

(10) Proof that notice has been provided to, and written consent has been given by the condominium, cooperative or management of the complex in which the vacation rental unit or units are proposed.

Submission of an incomplete registration application form shall result in rejection of the application.

(b) False information. It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this article.

Sec. 23-73. - Fees for vacation rental license and business tax receipt.

The town may charge reasonable fees to compensate for administrative expenses in the review, inspection and issuance of a vacation rental license and business tax receipt (BTR), and for enforcement of these Code provisions. The fees for a vacation rental license and BTR shall be provided for by resolution adopted by the town council of the Town of Bay Harbor Islands.

Sec. 23-74. - Responsible party required.

(a) Whenever any property is required to be registered under this article, the owner shall appoint a natural person who resides within 30 miles to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement for notice to the owner. An initial responsible party shall be designated and name submitted with the application for registration, and the town manager or his designee shall thereafter be notified of any change of responsible party within 15 days of such change. Further, it is the affirmative duty of the responsible party to:

(1) Inform all occupants, in writing, prior to occupancy of the property of applicable Town of Bay Harbor Islands ordinances concerning sex offenders and sex offender residency prohibition, noise, vehicle parking, garbage, and common area usage with a copy of the applicable town ordinances printed in the English and Spanish languages and posted prominently near the main entrance of the establishment;

(2) Maintain all properties under their control in compliance with the occupancy limits, as specified in this article, the Florida Building Code and the Code of Ordinances of the Town of Bay Harbor Islands, Florida, as determined by the building official or his designee;

(3) See that the provisions of this article are complied with and promptly address any violations of this Article or any violations of law which may come to the attention of the responsible party;

(4) Be available with authority to address and coordinate solutions to problems with the rental of the property 24 hours a day, seven days a week;

(5) Be situated close enough to the property as to be able to, and shall, respond to emergency calls within two hours of notification;

(6) Keep available a register of all occupants, which shall be open to inspection by authorized personnel of the town at all times; and

(7) Maintain the entire property free of garbage and litter that is not stored in authorized receptacles for collection in compliance with the applicable Code provisions.

Failure of the owner to report a change of the responsible party, or failure of the owner or responsible party to perform the tasks listed herein may result in those penalties listed in section 23-76.

Sec. 23-75. - Standards and requirements for vacation rentals.

(a) *Minimum requirements for issuance of a vacation rental license and business tax receipt (BTR).* The town manager or his designee may issue a vacation rental license and business tax receipt (BTR) to the applicant upon proof that the following has occurred:

(1) The owner and responsible party completes the Town of Bay Harbor Islands vacation rental license application form and Business Tax Receipt (BTR) application form pursuant to Chapter 13 of the Code of Ordinances with the supplemental vacation rental information set forth herein;

(2) A BTR from Miami-Dade County;

(3) A Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, sales surtaxes and transient rental taxes, where applicable;

(4) A Florida Department of Business and Professional Regulations license as a transient public lodging establishment, where applicable;

(5) An affidavit, demonstrating initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to Chapter 509, Florida Statutes, and Rules, Chapter 61C and 69A, Florida Administrative Code; and

(6) A copy of the vacation rental/lease agreement form to be used when contracting with transient occupants.

(b) *Vacation rental standards.* The following standards shall govern the use of any vacation rental as a permitted use:

(1) *Minimum life / safety requirements:*

a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.

b. Bedroom or sleeping rooms. All bedrooms or sleeping rooms shall meet the minimum requirements of the Florida Building Code.

c. Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code — Residential.

d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the locations.

e. There shall be posted, next to the interior door of each bedroom or sleeping room a legible copy of the building evacuation map—Minimum 8 & half by 11".

(2) *Maximum occupancy.* The maximum vacation rental occupancy shall not exceed the smallest occupancy calculated pursuant to each of the following standards:

a. One person per 150 gross square feet of permitted, air-conditioned living space; and

b. Two persons per bedroom or sleeping room, meeting the requirements for a bedroom or sleeping room in the Florida Building Code, plus two additional persons that may sleep in one common area; and

c. The maximum occupancy shall be limited to two transient occupants per sleeping room and two transient occupants per any other room in the vacation rental unit. As a way of example, this means a maximum of two persons per bedroom/maximum of two additional persons per living room/great room/den/etc. (does not include kitchens, bathrooms, closets, pantries, hallways, laundry rooms, and porches).

d. Three transient occupants per one off-street parking space legally available to the property, the exact number of which is determined by the requirement of section 23-24 of the Town of Bay Harbor Islands Code of Ordinances.

(3) *Solid waste handling and containment.* Town solid waste containers shall be provided for the maximum transient occupancy permitted by this Article, as required in Chapter 9 of the Town of Bay Harbor Islands Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the certificate. For purposes of this section, a solid waste container shall not be placed at curbside before 6:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside before midnight of the day of pickup.

4. *Minimum vacation rental/lease agreement wording.* The vacation rental/lease agreement shall contain the minimum information as provided for in this subsection.

5. *Minimum vacation rental lessee information.* The vacation rental lessee shall be provided with a copy of the information required in this subsection and the Owner or Responsible party shall post all of the following conspicuously within each vacation rental unit:

a. A statement advising the Occupant that any sound that is a noise disturbance as provided per definition in section 12-21 of the Code of Ordinances of the Town of Bay Harbor Islands is subject to Town Code enforcement, including but not limited to fines;

b. A sketch of the location of the off-street parking spaces available to the property;

c. The days and times of trash pickup and the solid waste handling and containment requirements of this article;

d. The location of the nearest hospital; and

e. The local non-emergency police phone number.

(6) *Responsible party designation.* The owner shall act as, or retain at all times, a designated responsible party capable of meeting the duties provided in subsection 23-74.

(7) *Advertising.* Any advertising of the vacation rental unit shall conform to information included in the vacation rental license and vacation rental business tax receipt (BTR) and the property owner's approval, including but not limited to the maximum occupancy.

(8) *Sexual offenders and sexual predators.* It is unlawful to allow another person to occupy a residential property as a vacation rental within the Town of Bay Harbor Islands, knowing or should have known that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said residential property pursuant to section 14-17 of the Code of Ordinances, if such place, structure, or part thereof, is located within 2,500 feet of any school, designated public school bus stop, day care center, park or playground or other place where children regularly congregate.

(9) *Posting of certificate of compliance.* The certificate of compliance shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party and the maximum occupancy of the vacation rental.

(10) *Other standards.* The occupant shall be advised that all standards contained within the Code of Ordinances and Land Development Regulations of the Town of Bay Harbor Islands including, but not limited to: noise, setbacks, and storm-water, are applicable to the vacation rental and may be enforced against the occupant.

Sec. 23-76. - Administration, penalties, and enforcement.

(a) *Initial and annual compliance inspections of vacation rentals.* An inspection of the dwelling unit for compliance with this section is required prior to the initial issuance of a vacation rental license and vacation rental business tax receipt (BTR). If violations are found, all violations must be corrected and re-inspected within 30 calendar days before the initial vacation rental license and vacation rental BTR may be issued. Failure to correct deficiencies identified in the annual inspections within the timeframes provided shall result in the suspension of the vacation rental license and vacation rental BTR until such time as the violations are corrected and re-inspected. Once the initial vacation rental license and vacation rental BTR is issued, the town will periodically re-inspect the vacation rental unit on an as-needed basis, but not less than once every three (3) years from the date of issuance.

(b) Vacation rental license and *Business tax receipt (BTR) not transferable.* No vacation rental license and BTR issued under this article shall be transferred or assigned or used by any person other than the person to whom it is issued, or at any location other than the location for which it is issued.

(c) *Expiration of* vacation rental license and *BTR.* All vacation rental licenses and BTRs issued under the provisions of this article shall be valid for no more than one year, and all vacation rental licenses and BTRs shall expire on September 30th of each year. Fees for renewal and applicable late renewal fees shall be established by resolution of the town council.

(d) *Revocation or denial of vacation rental license and business tax receipt (BTR) application or renewal for cause*.

(1) Any vacation rental license and BTR issued pursuant to this article may be denied, revoked, or suspended by the town manager for the violation of this article, any provision of the Town of Bay Harbor Code of Ordinances, or federal or state law by the owner, responsible party or occupants. Such denial, revocation or suspension is in addition to any penalty provided herein.

Issuance of a license or renewal of a license or BTR shall be denied, and any license issued hereunder may be revoked for cause, for any of the following reasons:

(1) The applicant does not own the vacation rental;

(2) The applicant's license under this section for any property has been revoked for cause within two years of the date of the application;

(3) A license issued under this section for a vacation rental for that dwelling unit has been revoked for cause within two years of the date of the application;

(4) The applicant makes any false, misleading or fraudulent statement or misrepresents any fact in the license application, or uses any scheme or subterfuge for the purpose of evading any provision of this chapter;

(5) The applicant fails to establish through documentary proof that it has (i) registered with the Florida Department of Revenue for sales tax collection; (ii) registered with the Miami-Dade County Tax Collector for tourist and convention development taxes on transient rentals; (iii) obtained a business tax receipt from Miami-Dade County; and (iv) obtained a business tax receipt from the Town of Bay Harbor Islands.

(6) The applicant fails to establish proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment;

(7) If the applicant is a corporation, general partnership, limited partnership, limited liability company or trust/trustee, and any principal thereof (including but not necessarily limited to officers, directors, general partners, managers, Trustees or beneficiaries) would be ineligible to receive a license under this section, such ineligibility shall be imputed and applicable to said applicant;

(8) Failure of the condominium association where the property is located to adopt provisions which approve or permit the use of the premises for vacation rentals;

(9) Lapse of insurance required under this section;

(10) The applicant fails to provide an approved inspection report of the fire marshal verifying compliance with the fire marshal's criteria for such use;

(11) The applicant fails to provide a copy of the form vacation rental/lease agreement to be used when contracting with any occupant for the use of the vacation rental; or

(12) The applicant or vacation rental are in violation of any of the standards of operation provided under this section.

(2) *Offenses/violations.*

a. Non-compliance with any provisions of this article shall constitute a violation of this article.

b. Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that maximum occupancy violations shall also be subject to subsection 23-76(d).

c. Sexual offender and sexual offender occupancy/residency. If a person or persons, as defined in section 14-17 of the Town Code, are found to occupy a vacation rental unit, all town issued vacation rental license and BTRs or other rights to use a dwelling unit as a vacation rental shall be revoked immediately.

(3) *Remedies/enforcement.* Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is key that vacation rental owners and responsible parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be conducted in accordance with Florida Statutes Chapter 162 and Code of Ordinances of the Town of Bay Harbor Islands. The remedy/enforcement provisions set forth herein shall take precedent over other Town Code enforcement regulations. If an owner, as defined hereinabove, owns and operates multiple vacation rental units in the town, the cumulative offenses that occur in the vacation rental units shall be used in enforcement actions.

a. Warnings. A warning shall be issued for a first-time violation and have a correction/compliance period associated with it. Such a warning may include notice to other agencies for follow-up by such agencies, such as the Florida Department of Business and Professional Regulation, the Florida Department of Revenue, the Miami-Dade County Tax Collector and the Miami-Dade County Property Appraiser, as applicable. Non-compliance within a correction compliance period shall result in the issuance of a notice of violation (NOV).

b. Fines per violation shall be as set forth in section 1-8 of the Town Code for the first, second, third and further repeat violations. The town shall prosecute a code violation and in such case a special magistrate shall be authorized to hold hearings, assess fines and order relief in lieu of any code enforcement board. The town may also rely on an appropriate enforcing agency at the state or local level.

c. Additional remedies. Nothing contained herein shall prevent the town from seeking all other available remedies which may include, but not be limited to suspension or revocation of a vacation rental BTR, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(4) *Suspension of vacation rental license and vacation rental business tax receipt (BTR).* In addition to any fines and any other remedies described herein or provided for by law or equity, the Town of Bay Harbor Islands may suspend a vacation rental license and vacation rental BTR for multiple violations of the maximum occupancy in any continuous 36-month period, in accordance with the following:

a. Suspension timeframes.

1. Upon a third violation of the maximum occupancy the vacation rental license and vacation rental BTR shall be suspended for a period of 30 calendar days.

2. Upon a fourth violation of the maximum occupancy the vacation rental license and vacation rental BTR shall be suspended for a period of 12 calendar months.

3. For each additional violation of the maximum occupancy the vacation rental license and vacation rental BTR shall be suspended for an additional 12 calendar months.

4. As related to violations of the town's sexual offender regulations found in section 14-7 of the Town Code and the provisions set forth herein, the town shall immediately revoke the vacation rental license and vacation rental BTR indefinitely, and shall not re-issue a vacation rental license and BTR until the police chief approves the re-issuance.

b. Suspension restrictions. An occupant may not occupy a vacation rental during any period or suspension of a vacation rental license or vacation rental BTR.

1. The suspension shall begin immediately following notice, commencing either:

i. At the end of the current vacation rental lease period; or

ii. Within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the Town of Bay Harbor Islands.

(5) Operation of a vacation rental during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the Vacation Rental operates during a period of violation.

(6) *Number of violations.* For purposes of this section only, violations shall be identified per the rental period or per every seven days, whichever is less and for only those violations in which a code enforcement citation or criminal charge was issued. Violations could potentially occur multiple times over the same rental period.

If an owner, as defined hereinabove, owns and operates multiple Vacation Rental units in the town, all cumulative offenses that occur in the vacation rental units shall be used in enforcement actions.

(e) *Complaints.* Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the town manager or his designee. The town manager or his designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article.

(f) *Enforcement.* The town manager or their designee shall enforce the provisions of this article.

(g) *Vesting.*

(1) Any existing, legally established Vacation Rental located in the RM-1, RM-2, RM-3, and B-1 zoning districts as of [the effective date of Ordinance Number 1003] shall be considered a vested vacation rental only as related to contracts entered into prior to the [the effective date of Ordinance No.1003]. Rental/lease agreements that were entered prior to November 14th, 2016, as evidenced by a written and validly executed rental agreement or contract provided to the town manager no later than November 14th, 2016 plus three months shall be considered vested.

(2) Vesting shall:

a. Apply only to date specific rentals; and

b. Not apply to renewals of existing rental agreements or contracts which are at the option of either of the parties.

(3) The town shall, at a minimum, provide notice of this article and vesting procedure by posting a notice at Town Hall, publishing an announcement in the community newsletter, and by adding provisions to the town's website.

(4) All rental agreements entered into after November 14th, 2016 shall comply with the provisions of this article. No vacation rental shall be occupied pursuant to a contract/lease entered into after November 14th, 2016, until the owner has obtained the required vacation rental BTR.

(5) A vested contract/lease transferred to a subsequent owner shall continue to be vested, but shall not be transferred to a different vacation rental property.

ARTICLE XIII. - VACATION RENTALS

Sec. 12-266. - Vacation rentals—License required.

No owner of a dwelling unit shall rent or lease the dwelling unit as a vacation rental without first having obtained a vacation rental license. A separate license is required for each dwelling unit used as a vacation rental. The license shall be valid for one year only, and may be renewed as set forth in this section, and shall be valid only for the person to whom it was issued and shall not be subject to sale, assignment, or transfer, voluntary or involuntary, nor shall the license be valid for any premises other than that for which it was originally issued. The license shall be displayed in a conspicuous place in the vacation rental. The fee to apply for a license issued under this subsection shall be $750.00, which must be tendered at the time of application and shall not be refunded if an application is denied. The annual fee for renewing an existing license shall be $500.00.

(Ord. No. 735-17, § 2, 2-21-17)

Sec. 12-267. - License application, denial or revocation for cause.

Issuance of a license or renewal of a license shall be denied, and any license issued hereunder may be revoked for cause, for any of the following reasons:

(1) The applicant does not own the vacation rental;

(2) The applicant's license under this section for any property has been revoked for cause within two years of the date of the application;

(3) A license issued under this section for a vacation rental for that dwelling unit has been revoked for cause within two years of the date of the application;

(4) The applicant makes any false, misleading or fraudulent statement or misrepresents any fact in the license application, or uses any scheme or subterfuge for the purpose of evading any provision of this chapter;

(5) The applicant fails to establish through documentary proof that it has (i) registered with the Florida Department of Revenue for sales tax collection; (ii) registered with the Miami-Dade County Tax Collector for tourist and convention development taxes on transient rentals; (iii) obtained a business tax receipt from Miami-Dade County; and (iv) obtained a business tax receipt from the Village of Miami Shores.

(6) The applicant fails to establish proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment;

(7) If the applicant is a corporation, general partnership, limited partnership, limited liability company or trust/trustee, and any principal thereof (including but not necessarily limited to officers, directors, general partners, managers, Trustees or beneficiaries) would be ineligible to receive a license under this section, such ineligibility shall be imputed and applicable to said applicant;

(8) Failure of the condominium association where the property is located to adopt provisions which approve or permit the use of the premises for vacation rentals;

(9) Lapse of insurance required under this section;

(10) The applicant fails to provide an approved inspection report of the fire marshal verifying compliance with the fire marshal's criteria for such use;

(11) The applicant fails to provide a copy of the form vacation rental/lease agreement to be used when contracting with any occupant for the use of the vacation rental; or

(12) The applicant or vacation rental are in violation of any of the standards of operation provided under this section.

The application for a license under this chapter must be made to the village manager or his designee on appropriate forms generated by them for such purpose. The application for a license under this section must contain (a) the name, address of the applicant, and contact information including telephone number and email address for a local contact person within Miami-Dade County and attached to the application shall be an affidavit from the local contact person attesting that the person (1) is authorized by the owner to take remedial action and respond to any violation of this code; and (2) maintains a residence or office located in Miami-Dade County. The application shall also set forth the name, address and telephone number of an individual within Miami-Dade County authorized to accept service of process upon the applicant. If applicable, attached to each application shall be an affidavit executed by a duly authorized representative of the condominium association attesting that the dwelling unit can be used as a vacation rental and specifically identifying all the other dwelling units in the condominium approved to be used as vacation rentals. As a condition of the license, the licensee shall keep all information current. Any change in required information shall be reported to the village within 30 days after the change.

Such applications shall also include documents sufficient to prove the applicant's current ownership of the property, that the applicant has registered with the Florida Department of Revenue for sales tax collection and any applicable county taxes, that the applicant has been licensed with the Florida Department of Business and Professional Regulation to operate the premises as a transient public lodging establishment. It shall be unlawful for any person

to give any false or misleading information in connection with the application for registration required by this section.

The applicant must agree to indemnify the village from any cost or expense reasonably incurred by the village in the course of enforcing the standards prescribed herein, as well as any claim against the village arising from the licensed activity.

The village will only accept an application that contains all of the information set forth in this subsection. Upon receipt of a completed application, the village shall apply the standards set forth in this article to determine whether to accept or reject the application within ten business days.

The village manager, or his designee, is authorized to generate all forms, applications and permits which are necessary and appropriate to implement this section.

The village manager, or his designee, must act to approve or disapprove any completed application for a license under this section within ten business days. If an application is denied, the village manager must provide the basis for the denial of the application in writing. Any decision by the village manager to deny an application for a license under this section is subject to review and may be reversed, if appropriate, by a majority vote of the village council.

(Ord. No. 735-17, § 2, 2-21-17)

Sec. 12-268. - Insurance required.

Prior to the issuance of any license under this article, each applicant shall furnish a certificate of insurance evidencing: (1) homeowners fire, hazard and liability insurance; and (2) general commercial liability insurance with limits of not less than $1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage arising in any way from the issuance of the license or activities conducted pursuant to the license. The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period.

(Ord. No. 735-17, § 2, 2-21-17)

Sec. 12-269. - Standards of operation.

(a) No licensee shall rent or lease any vacation rental unless it is in full compliance with the minimum housing standards ordinance.

(b) The licensee shall at all times maintain current guest registration records which contain the following information about each guest: (a) the guest's name; (b) home address; (c) signature; and (d) dates of accommodation. The registration records shall be kept on file for three years and made available for inspection by village officials during regular business hours or upon demand in the case of an emergency.

(c) No licensee shall knowingly permit any criminal activity or public nuisance to take place in or about the vacation rental. If a licensee knows, is informed of, or suspects that any criminal activity or public nuisance is taking place in the vacation rental, that person shall immediately notify and cooperate with the Miami Shores Village Police Department.

(d) The maximum number of occupants in a vacation rental shall be no more than one person per 150 gross square feet of permitted air-conditioned living space of the dwelling unit for which the license is issued, and in no event shall overnight occupants exceed two persons per vacation rental plus two persons per bedroom in the vacation rental. The occupancy restriction set forth herein is a maximum occupancy.

(e) An evacuation diagram identifying all means of egress from the vacation rental and the building in which it is located shall be placed in a conspicuous place near the inside front entrance door of each bedroom within each vacation rental.

(f) No licensee shall serve or otherwise provide alcohol to any guest.

(g) Each guest shall be provided soap, clean individual bath cloths and towels, and clean linen in good repair. Linens and bath cloths and towels shall be changed between each change of occupants.

(h) The vacation rental shall be cleaned and sanitized between occupancies and all food, beverages and alcohol shall be lawfully disposed. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between occupancies.

(i) The name and phone number of the local contact person and the vacation rental licensee shall be posted in a conspicuous place near the entrance of the vacation rental.

(j) Any licensee who provides food to guests shall comply with all applicable food handling and licensing requirements.

(k) All vehicles associated with the vacation rental must be parked within the subject property in compliance with the Code of Ordinances of Miami Shores Village; and

(l) All guests to the vacation rental shall comply with all applicable village, county, state and federal laws, rules, regulations ordinances and statutes.

(Ord. No. 735-17, § 2, 2-21-17)

Sec. 12-270. - Violations.

Any violation of sections 12-266 et seq. shall be punishable as a second degree misdemeanor and by a fine of up to $500.00 per day, per unit, per violation or both. A village code inspector may also enforce the terms of this section by bringing a case to the code enforcement board pursuant to its authority under village code. In addition, upon a showing of a substantial violation of sections 12-267 or 12-269, any license granted hereunder may be revoked for cause, upon notice and opportunity to be heard, by the code enforcement board. In addition to any other remedy available to the village, the village may enforce the terms of this section in law or equity against any violator. The village, by and through its village attorney or police department, may apply for an administrative search warrant to enter upon the premises of any residence subject to this section. Each day that such violation exists shall constitute a separate and distinct offense.

In addition to any other fine or penalty provided for in this section, any person who operates a vacation rental without a license issued under this chapter may be subject to arrest and shall be guilty of a first degree misdemeanor.

In addition to any other fine or penalty provided for in this section, it shall be unlawful for any owner, tenant, broker, realtor, agent or other representative of the owners to hold out or advertise a residential dwelling as a vacation rental if the property is not licensed, as provided in this section. A broker or realtor who is found in violation of this regulation shall be subject to business tax receipt revocation.

(Ord. No. 735-17, § 2, 2-21-17)

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 16.

ITEM: Discussion and **direction** regarding the remodeling of the interior of the Council Chambers. Enclosed are proposed rendering options for discussion.

DESCRIPTION:
The Council Chambers is in need of renovation; therefore, staff is seeking direction from the Town Council on the following items:

* Ceiling acoustics
* Seating
* Walls (wood, stone or other material)
* Flooring (carpet, tile or wood)
* Color (Council Chambers interior, back wall).

The project would consist of the demolition and removal of existing furniture, painting, flooring, and the installation of new furniture.

RECOMMENDED ACTION:
Approve

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, and $118,500 was re-appropriated 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 2020-2021

BUDGET IMPACT:

Submitted By: Maythe Martin, Executive Asst. to Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1.	CC 1 Rendering
2.	CC Rendering 2
3.	CC Rendering 3
4.	CC Rendering 4
5.	CC Rendering 5
6.	CC Rendering 6
7.	CC Rendering 7
8.	CC Rendering 8
9.	CC Rendering 9
10.	CC Rendering 10
11.	CC Rendering 11





















AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 17.

ITEM: Consideration and **Approval** of a Parking Trust Payment Agreement with Bay Harbor Islands Property Owner I for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed "La Baia" project to be located at 9161 & 9201 East Bay Harbor Drive. Approval of alternative parking arrangements, including tandem and valet parking, to satisfy parking requirements per Code, Section 23-30 (f). Approval of conditions for alternative parking arrangements and use of Parking Trust pursuant to revised site plan application. Enclosed is a copy of the proposal setting forth the terms of the agreement and a copy of the related section of the Town Code.

DESCRIPTION:
On July 16, 2013, the Town's Design Review Board (formerly Planning & Zoning Board) approved a site plan in order to construct an 87 unit multi-family residential development with a partially subterranean parking garage. On January 4, 2022, the Design Review Board granted approval for a site plan development modification which amended the project from 86 to 68 dwelling units, which would require 136 parking spaces on the site.

Due to FEMA and the Florida Building Code restrictions for residential projects, the previously approved underground parking garage that contained a majority of the required parking spaces cannot be built. The approved revised site development plan contains only 61 permanent parking spaces (45%); an additional 36 valet parking spaces are being proposed for a total of 97 functional parking spaces.

The property owners are seeking the Town Council's approval to pay the Parking Trust Fee for the required on-site parking spaces.

The applicant's proposal:
The Parking Trust Fee (for each of the 39 required parking spaces) is twenty thousand dollars, $20,000 (the "Parking Trust Fee"). The developers shall pay the Town an annual sum of $260,000 for 3 years (total of $780,000) for the 39 parking spaces (the "Parking Trust Fee"). The Parking Trust Fee payment shall be paid on or before December 31, 2022, and each December 31st thereafter until December 31, 2024 (total of 3 years).

Resolution No. 2005 Establishes the Parking Trust Fund Fees

- The payment for each required parking space shall be $20,000
- Financing the Parking Trust Fees in annual installments, twenty-five percent (25%) of the Parking Trust Fees shall be paid as down payment within thirty (30) days of the Town Council's approval, the balance may be amortized over no more than fifteen (15) years, and the payments shall bear interest at 2.25%, per annum.
- Parking Trust Fees by annual lease payments - the annual lease payment for each required space shall be $1,000.00.

Enclosed is a copy of the proposal, staff report, and other supporting documents.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:
The property owners are seeking to purchase 39 spaces at $20,000 for each space for a total of $780,000.

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk

ATTACHMENTS

1.	LOI La Baia 12.17.2021 FINAL
2.	Draft Parking Trust Fund Agreement - La Baia 1.5.22
3.	BHI TC Staff Report LaBaia Parking Trust Jan 5 2022
4.	La Baia Alternative Parking Plan 12.22.21
5.	Section 23-29.1 Town Parking Trust
6.	Section 23-30F
7.	Resolution No. 2005 - Parking Trust Fees
8.	La BaiaTraffic Letter_December 2021 (1)
9.	LOI La Baia - Parking Requests 01.09.22
10.	1. LA BAIA - Site Approval Binder RAI -ENEA_rev (1)

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

December 17, 2021

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Site Development Plan Modification for Property Located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner I, LLC (the "Applicant"). The Applicant owns the properties located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). The Property contains 4 waterfront lots located on the east side of East Bay Harbor Drive between 91st and 92rd Streets and is zoned Multiple Family Residential (RM-1) District. The prior owner received approval to develop a multifamily residential project, previously entitled "Island House." The purpose of this letter is to request site plan development modification from the Planning and Zoning Board for the Applicant's proposed development, currently referred to as "La Baia" (or the "Project").

Development Approvals. On July 16, 2013, the Town's Planning and Zoning Board approved a site plan for the Property consisting of a 9-story building with 87 units in 7 stories of habitable units over 2-levels of a partial subterranean parking garage, known as the Island House Project (the "Development Approval"). See Exhibit A – Resolution No. 1170-A. This approval was subject to an appeal; however, on September 9, 2013, the Town Council denied the appeal and affirmed the decision of the PZB. See Exhibit B. Notably, through the conditions in the Development Approval, the prior owner had to remove a floor in the central upper bridge section of the building that resulted in the reduction of 1 unit for a total of 86 units.

Proposed Modifications. The Applicant wishes to modify the Development Approval by reducing the residential units to 68, which significantly lowers the density, and increases the size per unit. The initial Island House Project in the Development Approval was planned as a rental building with smaller units. However, the currently proposed design is planned as a family-oriented condominium building. The Applicant proposes changes to the façades to reflect the proposed reorganization for the larger units, and to maximize the interior/exterior views with continuous balconies. The Applicant's proposed plan also includes new stairs which connect the second level balcony units with the ground level at the East side of the building. The aforementioned new image of the condominium building will be supplemented with a fresh landscape design and enhanced amenities.

Importantly, due to FEMA restrictions for residential buildings, the Applicant must eliminate the basement parking level. The prior approval consisted of 2 levels of parking, including a basement, with 132 spaces (at -16'BFE / -6'NGVD), as well as an additional 44 parking spaces at the ground floor level. The Applicant's current plan proposes all parking at the ground level above 5'-0" NGVD. The parking will include 56 standard interior parking spaces, 5 exterior spaces, and 36 valet parking spaces for efficient parking, with a total of 97 parking spaces. The valet operation will be 24/7 and access to the valet drop-off /pick-up area will be provided at the front entrance to the building on the private driveway, just south of the valet parking entrance. The proposed drop-off design includes an ADA compliant accessible walkway, which will connect the lobby with the right-of-way. The Applicant's proposed plan will also maintain 24 bicycle racks inside the building at the southwest corner.

Parking Requirements. Based on the Applicant's proposed reduction to 68 residential units, the Applicant is required to provide 136 parking spaces. Again, the Applicant's proposal accommodates 97 parking spaces. Pursuant to Section 23-29.1 of the Bay Harbor Code of Ordinances (the "Code"), which establishes a Town Parking Trust, subject to approval by the Town Council a property owner can pay a fee for each of the required on-site parking spaces that are not provided on-site.

In order to be eligible to pay the Parking Trust Fee in lieu of providing required parking, the property owner must provide a minimum of 40 percent of all required parking spaces and meet certain criteria. Specifically, the property owner must demonstrate that,

(1) adequate off-street parking is available within 500 feet of the subject site;

(2) the Council determines that the surrounding area will not be adversely impacted by the granting of the deviation;

(3) the Town Manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and

(4) appropriate mitigation is provided in the form of the Parking Trust Fee or other equivalent mitigation.

The proposed plan provides more than 40 percent of required parking. Particularly, the Project provides for 71 percent of required parking. The Project also meets the Code criteria. First, there is adequate off-street parking within 500 feet of the Property because the park located west of the Project provides a parking lot. See Exhibit C. Second, the reduction of units is beneficial and reduces traffic. Moreover, the elimination of the subterranean basement parking avoids flooding impacts to the Property and the surrounding area and, therefore, allows for a more resilient Project. Third, there have been multiple discussions with the Town Administration to address the proposed reduction in parking and the Applicant's proposal has been met with support. Fourth, the Applicant is willing to pay the Parking Trust Fee for each of the remaining 39 required on-site parking spaces.

Additionally, the Applicant anticipates several mitigating factors above participation in the Town Parking Trust, such as greater than 50% seasonal occupancy and low expected turnover with no short-term rentals, the preference of ride-sharing services over driving, the convenience of nearby transit including Miami Dade Transit Route 107-G, and both the Property and the surrounding community's compatibility with walking and bicycling. The Applicant furthers mitigate of required parking by providing for and ensuring the following:

- Electric carsharing platform allowing for on-demand guest/resident access and operation of 2 electronic vehicles with dedicated parking spots
- Only 1 guaranteed parking space for 1- and 2-bedroom units
- Additional 24 spaces for bicycle parking
- 24-hour Valet Parking System managing all 97 parking spaces, including the 36 spaces in an alternative arrangement such as tandem parking
- Adequate drop-off/pick-up queuing space at the front of the building to ensure no spillover of vehicles onto the street

Notably, a parking generation analysis for the Project was conducted by David Plummer & Associates, Inc., a reputable consulting firm specializing in transportation and civil engineering, and included with the application materials. Overall, the analysis concluded that the 97 parking spaces provided by the Project would satisfy the parking demand and notes that the Town has

a higher than average parking requirements for multifamily buildings compared to nearby municipalities. Additionally, a separate queuing analysis revealed that the proposed valet station will be able to accommodate up to four vehicles in the queue, and that during the worst-case scenario of the AM peak hour, the valet station would have an average queue of approximately 1 vehicle. Thus, the valet parking system proposed will ensure that the average queue at the valet station will not extend past the provided valet storage and Project entrance.

Summary. La Baia is a well-designed project that is compatible with the surrounding development in both scale and appearance. The submitted plans are consistent with the RM-1 regulations and satisfy the Town Code criteria for site plan modification without need for any variance. Moreover, the Project meets the criteria for the Parking Trust Fund.

We look forward to your favorable recommendation and the Planning and Zoning Board's approval of this application. Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Michael Miller, Town Planner
Bruce Eichner
Maritza Haro. Esq.
Shakeyla Flores, Esq.

EXHIBIT A

RESOLUTION NO. 1170 - A

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE ISLAND HOUSE PROJECT.

WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.

B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.

C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.

D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.

E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.

F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.

G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:

1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.

2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).

4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8^{th}) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.

5. Applicant shall move the back flow preventer to the side of the building.

6. Applicant shall add fenestration to the units facing the breezeway.

H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____
Chair Person

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT B

QUASI-JUDICIAL PUBLIC HEARING
TOWN OF BAY HARBOR ISLANDS

A Quasi-Judicial Public Hearing of the Town Council was held Monday September 9, 2013 at 7:25 p.m. in the Council Chambers. Upon roll Call, the following Council Members responded:

Mayor, Robert Yaffe	Vice Mayor, Jordan Leonard
Council Member, Stephanie Bruder	Council Member, Kelly Reid
Council Member, Solange Rousselot	Council Member, Isaac Salver

Item 1. **Public hearing for the purpose of hearing any public comment with respect to an appeal filed by Teri D'Amico and Rita Sheil, residents who live at 9101 East Bay Harbor Drive, regarding the Island House Project, 9161 and 9201 East Bay Harbor Drive, site plan approval by the Planning & Zoning Board on July 16, 2013.**

Town Attorney Craig Sherman stated that this was a Quasi-Judicial Public Hearing for an appeal of a project that was passed by the Planning & Zoning Board on July 16, 2013. At this time Town Attorney asked any Council Members who may have a conflict to recuse themselves and to fill out a form.

Council Members Stephanie Bruder and Kelly Reid recuse themselves at this time.

Town Attorney Sherman swore in every one that was testifying on the appeal and, for the record stated that procedures for the appeal in the following order: staff recommendations, Town Council, the applicant presents their case, then the appellant presents their case, and a short rebuttal on both sides. He reminded all parties that would be testifying that they would be limited to 3 minutes, but not the others.

Town Planner Miller came forward to address the Council. He provided a brief overview of the project. He explained the project was submitted in early fall and reviewed by the DRC several times. The Planning & Zoning Board meeting was held in December of 2012, which allowed the Board to give the architects and owners direction. He reported that the staff reviewed and the Board approved the project on July 16, 2013 with conditions. All revisions were complied with by the August 26, 2013 meeting. Town Planner Miller added that this property was 1 acre in size, the proposed building was longer with a three story breezeway, 17 degrees angle in the front, and 29 degrees in the rear. He also stated that the building complied with height ,water, and sewer restrictions.

Council Member Salver asked Town Planner Miller what was his professional opinion on harmony of structure. Town Planner Miller, felt that beauty was in the eye of the beholder. The community was mixed used with high rise, low rise, duplex.

Appellant Nicole Milson representing Terry D'Amico, 9101 East Bay Harbor Drive, came forward to address the Council. She stated that this project met only the minimum conditions and that was not enough for this community. She called for a expert witness Arthur Markus.

Arthur Markus, 1450 Lincoln Road, came forward to address the Council. He apologized for Ms. Terry D'amico who could not be present at the meeting. He read a statement sent to the Council that read as followed: Ms. D'Amico wrote that she was opposed to the Island Club project and felt this would create a hardship on the neighborhood properties. She added that the project was too massive, floor plans were not submitted so you could not tell what were the common areas, and it did not comply with the Town Code regarding harmony. She added that bulk, mass, and density were the main issues for the proposed project. She explained that the density of 86 UPA was 5 times the base density, and the base of the building should be broken up. She felt that it doubled the requirements on parking and 4 guest parking spaces were inadequately for the massive size of the building. The appellant asked where would the building employees park, would there be any machinable parking lifts, would there be a loading area, and where would the emergency vehicles entrance be located? She stated the City of Miami Beach had regulation for parking lifts and they required maintenance and inspections for their lifts and the Town Code currently does not have any requirements on mechanical lifts. She was requesting for the Town Council to overturn the decision made for this project and send it back to the Planning & Zoning Board.

Attorney Milson asked Town Planner Miller if there was a traffic study being applied to this project. Town Planner Miller stated that the State has regulations, but no requirements on that matter. He added that the Town does not provide a traffic study for every project, because the traffic was viewed on the whole. He reported that the traffic count was so low in the community that adding 50 percent capacity, would not be that much.

Attorney Milson questioned the impact on surrounding areas regarding the parking situation for employees, guest, emergency vehicles, and loading areas. Town Planner Miller stated that there were no requirements for a loading area or parking employees in the Town Code. Attorney Jeffrey Berkow also added that there was no requirements in the Code for how the parking would be distributed. Architect Revuelta also stated that one must take into account the Code to design the building accordingly. He added the building was extremely compatible architecturally.

Attorney Milson stated that applicant was stating that they complied with the Town Code, but was urging the Town Council to consider the impact on the neighborhood. She added that the architect must be able to tell you what they are going to do with the parking. There were no plans for fire or emergency vehicles. She felt that the public was not being protected.

Council Member Salver asked if a valet parking would be available to the building residents. Attorney Berkow answered, yes.

Attorney Jeff Berkow came forward to address the Council. He was representing the owners Irwin and Alex Tauber and the developers of Island Club Towers. He asked the Council to deny the appeal and stated that project was similar to the Edgewater Appeal, which has been rejected by the Circuit Court. He added that the appellant had failed to specify one Code requirement that the project does not meet. He gave a brief review of the project: the proposed project would be a 75 feet building featuring 86 dwelling units with underground parking and an open breezeway. He added that there were many revisions, but the final plans included the most recent Code changes. The project complied with zoning and no variances were requested for this development. He stated that the applicant was requesting 51 TDR's for the Islands House Project and added that the project was in harmony based on height, scale, density and it complied with the Town Code. He stated that the project was consistent with community character, setbacks, landscape, and density requirements. Attorney Berkow respectfully asked the Town Council to deny the appellant appeal to overturn the Planning & Zoning Board decision.

PUBLIC COMMENT

Jeff Koster, 1135 103 St, came forward to address the Town Council. He stated that there was a group of people that were obstructing the development of the Islands. He expressed that this was a great project and urged the Council to deny the appeal.

Dr. Gina Libutti, 10011 Bay Harbor Terrace, came forward to address the Town Council. She was in support of Ms. Terri D'Amico, and stated that this project was not compatible, not in good harmony, and she added that if she voted the Town Council in, she could also vote the Town Council out of office.

Nadine Muller, 10000 West Bay Harbor Drive, came forward to address the Council. She stated that she felt very much protected, and also added that the proposed development would raise the property value to homeowners.

Sharon Leon, 9751 East Bay Harbor Drive, came forward to address the Council. She stated that the building was too massive and its looked like the size of a stadium. She added that she had a friend that lived on 92 street that she could not come over to visit because of the parking problem.

Markus Frankel, 10261 East Bay Harbor Drive, came forward to address the Council. He provided the Council with pictures of the current buildings on the Island. He stated that this was the proof on how this project fits on the scale and mass. He added that it was clear that the project reflected a contemporary style.

Victor Nieto, 10143 East Bay Harbor Drive, came forward to address the Council. He thanked the appellant for the good arguments to the Appeal. He was opposed to this project and felt that the project would create overcrowding, and double the current population. He felt that the Town should preserve the low rise and the relaxed community that was in place.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that the Council would decide the future base on their decision. She urged them to think what was compatible in the community and asked them to represent the residents. She felt that there would be an environmental issue in the future.

Vincent Martino, 1050 93 Street, came forward to address the Council. He stated that he lived three blocks from the proposed development. He felt that the building was too massive and felt that there were too many people living in that area already. He urged the Council to postpone the Public Hearing until there were five Council Members present.

Eric Druckman, 1009 Kane Concourse, came forward to address the Council. He stated that there was no parking problem because there was a parking garage. He added that he had attended meetings in the past months when Subway was a proposed business and liked the idea. He was in support of the proposed development because it would bring more business into the community.

PUBLIC COMMENT CLOSED

Council Member Salver stated that the residents concern about the population doubling was an exaggeration. He added that the maximum amount of units based on the Comprehensive Plan were 4,000 units and the unbuilt units would only bring another 2,000 more people, so the population will not double.

Council Member Rousselot stated that, as in the previous appeal she was in full support of the Planning & Zoning Board's decision and would not questioned it.

Town Attorney Sherman called the motion for the Town Council to vote on. He asked the Town Council to vote yes, if they agree with the Planning & Zoning Board decision, or to vote no if they don't agree with the Boards decision and would like the decision overturned.

ACTION: Appeal was denied by a 3-1 Poll vote, with Vice Mayor Leonard in support of the appeal.

There being no further business the meeting was adjourned at 10:01 p.m.

MAYOR

ATTEST:

TOWN CLERK

EXHIBIT C


Sophie Bay Harbor
92nd St
280'-0" LF
92nd St
92nd St
E Bay Harbor Dr
E Bay Harbor Dr
E Bay Harbor Dr
PUBLIC PARKING
LA BAIA
9201 EAST BAYHARBOR Dr.
9221
9201
9161
1040
1050

PARKING TRUST PAYMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2022 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town") and BAY HARBOR ISLANDS PROPERTY OWNER I, LLC, (the "Developer"). Town and Developer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Developer submitted an application (the "Application") to the Town for the approval of a multifamily development at the property located at 9161 and 9201 East Bay Harbor Drive (the "Project" and the "Property").

B. The Application was approved by Resolution Nos. 1170-A and _____, subject to, among other things, satisfying the on-site parking requirements for the Project (collectively the "Resolution").

C. The Project is required to have 136 on-site parking spaces.

D. The Project will have 97 on-site parking spaces, including valet parking spaces.

E. The Developer proposes to provide the remaining required 39 on-site parking spaces through payment into the Town's Parking Trust Fund, pursuant to Section 23-29.1 of the Town's Code of Ordinances (the "Code").

F. The Developer submitted an application to the Town requesting that the Town Council approve payment into the Town's Parking Trust Fund for 39 parking spaces, so that the Project may satisfy its on-site parking requirements.

G. On January 12th, 2022, at a public meeting, the Town Council found that the Developer's request for satisfying its on-site parking requirement will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses and, therefore, agreed to allow the Developer to pay a fee to the Town's Parking Trust pursuant Section 23-29.1(6) of the Town's Code of Ordinances, applicable to 39 parking spaces in lieu of the Developer providing all of the Project's required parking spaces on-site, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1) Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2) Parking Trust Payments. The Parking Trust Fee (for each of the 39 required parking spaces) is twenty thousand dollars $20,000 (the "Parking Trust Fee"). Developer shall pay the Town an annual sum of $260,000 for 3 years (total of $780,000) for the 39 parking spaces (the "Parking Trust Fee"). The Parking Trust Fee payment shall be paid on or before December 31st, 2022 and each December 31st thereafter until December 31st, 2024 (total of 3 years).

3) Developer's Failure to Make Parking Trust Fee Payments. Developer understands and agrees that:

   a) Developer's failure to timely make any of its Parking Trust Fee Payment(s) required by this Agreement (for less than ninety (90) clays) may cause:

      i) The Town Council's approval of this Agreement to be revoked pursuant the requirements for revocation set forth in Section 23-29.1(5) of the Town's Code which shall cause Developer to forfeit all rights under this Agreement and all monies paid to the Town pursuant to this Agreement;

      ii) Late fees to be imposed as set forth in Section 23-29.1(6) of the Code; and

      iii) Developer to pay the Town by cashier's check or by automatic electronic debit at the Town's election.

   b) Developer's failure to make any of its Parking Trust Fee Payment(s) required by this Agreement for a period of more than ninety (90) days may cause the Town Council to revoke this Agreement, which revocation shall cause the Developer to forfeit all rights under this Agreement and all monies paid to the Town pursuant this Agreement as set forth in Section 23-29.1(6) of the Code.

4) Representations, Warranties, Covenants, and Agreements of Developer. Developer hereby represents, warrants, covenants, agrees and states to and with the Town as follows:

   a) Developer is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Developer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Developer does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement; or (ii) perform any of its obligations under this Agreement. The

person executing this Agreement on behalf of Developer is duly authorized to execute and bind Developer to this Agreement, and upon such execution and delivery, this Agreement shall be valid, binding and enforceable against Developer.

b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Developer of (A) any agreement, document or instrument to which Developer is a party or by which Developer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Developer; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Developer.

c) Developer understands and agrees that this Agreement may be revoked by the Town Council as set forth above for Developer's failure to timely make its required Parking Trust Fee payments, in the Town Council's sole and absolute discretion.

d) Developer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

e) Developer understands and agrees that it is not purchasing or renting parking spaces from the Town. Rather, Developer is paying a fee for the impact that the Project will have upon the Town and for the Town, in conjunction with other such fees paid into its parking trust, to improve and/or expand its existing parking or to add new municipal parking in the Town. As such, should Developer wish to rent parking spaces from the Town, such parking space rentals would be the subject of a separate agreement between the Developer and the Town.

f) Town and Developer mutually agree that if the Project expires and is never built (as evidenced by the expiration of the building permits and expiration of the Resolution), the Project thereafter would not have a need for off-site parking and the Parking Trust Payments shall cease immediately thereafter. The Parties agree that any Parking Trust Payments made by Developer to Town shall be non-refundable.

g) If the Project is modified or altered such that the amount of required parking is reduced and the number of spaces that the Developer or its successors or assigns is required to purchase from the Town's Parking Trust through this Agreement is reduced, the Parking Trust Fee Payment shall be based upon the number required parking spaces in effect on each anniversary (as a result of such reduced parking spaces).

5) Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any a attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following clay; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Developer:

BAY HARBOR ISLANDS PROPERTY OWNER I LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

Attn: Ian Bruce Eichner
E-mail: ibe@continuumllc.net
Together with copy to Matthew Amster, Esq.
E-Mail: mamster@brzoninglaw.com

Notices to Town:

TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace,
Bay Harbor Islands, Florida 33154

Attn: Maria Lasday, Town Manager
E-mail: mlasday@bayharborislands-fl.gov
Together with copy to Joseph Geller, Esq.
E-Mail: Joseph.Geller@gmlaw.com

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

6) Miscellaneous.

a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy

or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding.

b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

c) This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

e) This Agreement shall be binding on Developer's successors and assigns, including any and all successor(s)-in-interest to the Project and any and all subsequent owners of the Project, regardless as to how such ownership is obtained.

f) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation, or scope of the terms or provisions set forth therein.

g) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[Remainder of Agreement is Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Witnesses:

_____

_____
Print Name of Witness

_____

_____
Print Name of Witness

DEVELOPER:

BAY HARBOR ISLANDS PROPERTY OWNER I LLC, a Delaware Limited Liability Company

By: _____
Ian Bruce Eichner, Manager
49 West 23rd Street, 4th Floor
New York, New York 10010

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [ ] or online notarization [ ] on this ____ day of _____, 2022, by _____, as Manager of BAY HARBOR ISLANDS PROPERTY OWNER I LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or _____ produced _____ as identification.

_____
Notary Public, State of Florida

_____
Print Name

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered in the presence of:

TOWN:
TOWN OF BAY HARBOR ISLANDS

By: _____

Print Name: Maria Lasday, Town Manager

_____

_____
Print Name

_____

_____
Print Name

State of FLORIDA)

County of MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2022, by Maria Lasday as Town Manager of Town of Bay Harbor Islands, on behalf of the municipal corporation, [__] who is personally known to me or [__] who produced _____ as identification and who swore and acknowledged execution of same.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Joseph S. Geller, Esq. - Town Attorney
Alba Chang, CMC – Town Clerk

From: Michael J. Miller, AICP
Consultant Town Planner

Date: January 5th, 2022

Subject: Request to Purchase Town Parking Trust Parking Spaces
La Baia (formerly Island House) Multi-Family Residential (68 DU)
9161 - 9201 E. Bay Harbor Drive
Bay Harbor Islands Acct. No. MB2012-112
MMPA Acct. No. 01-0702-0961

ISSUE

On July 16th, 2013, a Site Development Plan approval was granted by the Town's Planning and Zoning Board (now DRB) for an 87 DU multiple-family complex. The project has received a number of approval timeframe extensions over the years (Town Code allowances up to 18 months / various state allowances due to COVID & natural disasters / BP) to timely submit / obtain building permits and begin construction. The original 2013 Site Development Plan contained 87 DU which would have required at least 174 parking spaces – 176 parking spaces were proposed - including 132 parking spaces in a fully underground parking garage – the balance was proposed above grade. The 2016 initial building permit plan submission included only 82 DU (164 parking spaces required) which was increased back to 86 DU (172 parking spaces required) in a revised 2019 building permit plan submission. On May 17th, 2021, this development site was sold to a new developer (The Continuum Co.). The new developer revisited the original design plans with the project architect (Revuelta International) over the summer / fall of 2021 and filed for a Site Development Plan revision for a number of Site Development Plan revisions to construct a 68 DU condo complex that is more family-oriented / luxurious (original complex was intended as a rental complex). Based on the 68 DU concept the developer needs to provide at least 136 parking spaces. At the January 4th, 2022 Design Review Board (DRB) meeting the revised Site Development Plan was approved (4-2) subject to a number of staff / DRB added conditions. One of the major site redesign issues / conditions relates to the quantity of parking spaces that can be physically provided on the site.

As mentioned above the original 2013 Site Development Plan included a fully enclosed underground parking garage with 132 parking spaces (regular / tandem / vehicle lifts) – the balance above grade. This comprised a majority of the project's required parking spaces. The Town Code allows underground parking garages subject to design criteria – but all construction is subject to the Florida Building Code (FBC) / other governmental agencies such as FEMA. FEMA and the FBC still allows "parking / storage / access to the building (lobby) below the established FIRM Base Flood Elevation (BFE). However, if a parking garage is enclosed and the floor of the garage is below "grade" the current rules do not allow an underground parking garage under "residential" buildings. However, underground parking garages are acceptable to FEMA / FBC under Commercial or Mixed-Use developments (some mixture of residential / commercial / office / hotel etc.).

Since 2019-20 the Town's new Bldg. Officials have realized / commented that this project (and several others) could not be built as originally designed, as it included an underground parking garage that is not permitted by either FEMA or the Florida Building Code, as it is deemed a "basement" that is prohibited in purely residential projects. The Town Code requires all required parking spaces to be constructed on the actual development site, but also allows parking to be constructed on nearby sites held under a Unity of Title, and the Town Code also allows payment into the Town's Parking Trust (last resort as the parking demand is at the site). Based on 68 DU a total of 136 parking spaces are now required per the Town's Off-Street Parking Code (2 per DU), which includes guest / ADA spaces. This loss of required parking spaces in the previous underground (basement) parking garage is very substantial to this development. The new developer is proposing that all parking at this site be via a 24/7 valet service. The new developer / Town staff have been working together in an attempt to avoid confrontation, provide sufficient on-site parking spaces, and provide for additional off-site parking accommodations to meet the Town Code minimum criteria and demand. Without removing additional DUs above the ground level (example - converting all or part of Level 2 to a parking garage) the project architect has redesigned the project to remove the underground parking garage completely and reconfigure the grade level (Level 1) parking facilities (garage / outside) to provide 61 permanent designated parking spaces. The developer hired a noted Transportation Engineering firm (David Plummer) to examine the revised development plan to study expected parking demand (# of spaces needed), their location, valet parking options, off-site parking options, and drop-off queuing (vehicle stacking) analysis to avoid negative impacts to the future residents and neighboring sites. The study indicates that 97 parking spaces should be adequate to serve this development, provided the recommended number of valet attendants (3) occurs at peak times. A valet parking plan was provided (Sheet A-102.2B) indicating that up to 97 parking spaces could be provided at the site (parking garage / front yard guest). The Town Code does not allow parking reductions for valet / ridesharing / Uber / etc. alternatives; therefore, MMPA believes the Code required total quantity of parking spaces is still required. The developer is aware of this and despite the engineer's analysis anticipates participating in the Town's Parking Trust. A question arose if only 39 Parking Trust parking spaces are required (counting the 36 valet spaces) or if 75 Parking Trust parking spaces are required (count only the 61 permanent spaces). The DRB considered this issue and approved the Site Development Plan revision at their Jan. 4th, 2022 meeting, including the revised parking arrangement (permanent / valet) totally 97 parking spaces. The DRB members clearly understood the unique changed parking situation (loss of underground garage) and did express concerns with potential parking congestion, despite the applicant's Traffic Engineer's findings that 97 parking spaces (71% on site) should be sufficient and valet stacking can be handled on the site without affecting traffic flows on EBHD / parking at nearby complexes.

The DRB's approval found that the 36 valet parking spaces should count as part of the total available on-site parking spaces under Zoning Code Sec. 23-30(f), which allows for the Town's DRB to approve innovative solutions to providing parking / parking designs due to the Town's limited land area, small lots, changing technology, etc. Based on the DRB's approval of 61 permanent spaces (2 per DU @ 8.5' x 18' specifically designated) and 36 undesignated valet spaces totaling 97 available on-site parking spaces this developer is seeking to purchase 39 parking spaces from the Town Parking Trust, as there is no reasonable opportunity to add more parking spaces within the site without the loss on DU areas, and there appears to be no opportunity to acquire additional land nearby for more off-site parking. Per Town Code Sec. 23-29.1 only the Town Council may approve participation in the Town's Parking Trust, subject to the criteria set forth.

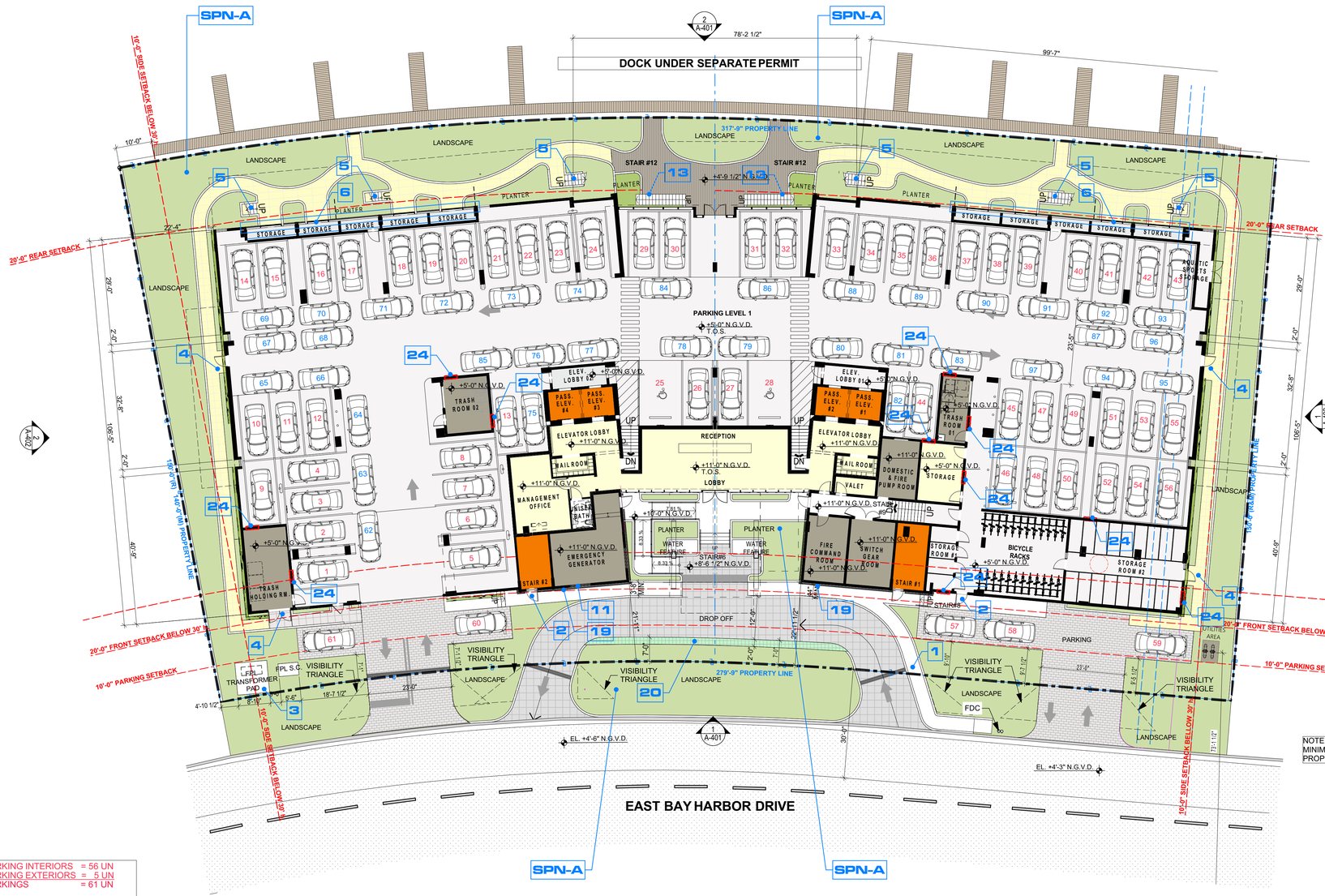
Town Zoning Code Sec. 23-29.1 established the Town Parking Trust system in 2004. The intent of the Town Code is for private landowners to provide all of their required quantity of parking spaces on the development site itself. Many of the earlier developments in the Town provided little or no parking on their lots. The Town subsequently allowed for the construction of head-in swale parking along its streets so as to provide some limited parking near the multifamily complexes. The Town even acquired several sites on the East Island and constructed Town-owned surface parking lots. In recent times nearly all new development has provided their required parking spaces on their lots. As of 2022 only the hotel developments (Grand Beach Hotel (21) / Altair Hotel (44) have purchased a few parking spaces from the Parking Trust. The 1177 Kane Concourse mixed-use project approval documents (Developer Agreement) includes a provision that if parking becomes a problem at the complex in the future once operational (after engineering analysis) they must acquire additional parking spaces in the Town's Parking Trust. No multifamily project to date has participated in the Parking Trust program, as this is discouraged in general. At a minimum the Code requires at least 40% of the required number of parking spaces must be built on a development site. In this instance the 61 permanent parking spaces constitutes about 45% of the required parking spaces. Adding the 36 valet parking spaces increases the total number of on-site parking spaces to 97 (71%). However, given the unique circumstance of this particular site (and probably a few others in the same situation) due to the current FEMA / FBC flood rules that prohibit underground parking garages there are limited options at this point. The Town staff has been trying to work with the developer to adjust for the loss on the underground parking garage and preserve the DU count and provide adequate parking. It is noted a Town-owned parking lot (26 spaces) is nearby but used by others, as well as 6 parallel parking spaces along the streets next to the park. This affords some nearby parking backup.

SUMMARY

If the Town Council agrees with the DRB determination that both the permanent parking spaces (61) and valet spaces (36) constitute the total available on-site parking spaces at the site (97 total) an additional 39 parking spaces must be provided elsewhere or purchased from the Town Parking Trust to meet the minimum Code requirements (39 spaces x $20,000 = $780,000). If the Town Council feels the valet spaces should not be counted (in total or in part), this would result in the need to purchase up to 75 additional permanent parking spaces (75 spaces x $20,000 = $1,500,000). There is no mandate that the Town must approve a request to purchase parking spaces from the Town's Parking Trust. The Town must be comfortable that sufficient parking spaces will be available for this development. The DRB approval of the Site Development Plan includes safeguards for overflow parking / vehicle stacking that may affect nearby sites. See the DRB staff report / applicant docs.

NOT FOR CONSTRUCTION

SPECIAL NOTE (SPN-A) :
FOR ALL NEW LANDSCAPE AND HARDSCAPE DESIGN REFER TO LANDSCAPE ARCHITECT DRAWINGS.



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 51'-2 1/4"

PARKING INTERIORS = 56 UN
PARKING EXTERIORS = 5 UN
PARKINGS = 61 UN

VALET PARKING = 36 UN
TOTAL PARKINGS = 97 UN

68 UN x 2P. = 136 UN.
(INCLUDING H.C. & VISITORS)

N

1 POTENTIAL VALET PARKING LAYOUT
FIRST LEVEL (VALET)
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
6. OPERABLE LOUVERS TO ACCESS STORAGES
7. NEW BREEZEWAY TERRACE LANDSCAPE DESIGN
8. ENLARGED STAIR ENCLOSURE
9. LARGER ELEVATOR ENCLOSURE AFTER MINIMUM ELEVATOR OVERHEAD IMPLEMENTED
10. ADDITIONAL DOORS, PAINTED IN SAME COLOR OF ADJACENT WALLS
11. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
12. ENLARGED STRUCTURAL BEAMS SYSTEM TO SUPPORT 50 FEET SPAN AT BREEZEWAY
13. EXIT STAIRS AT SECOND FLOOR TO WATERFRONT
14. SPANDREL GLASS
15. GLASS/ALUMINUM GUARDRAIL 44" H.
16. NEW STEPPING BREEZEWAY FRAME
17. FURTHER DETAILS OF THE CANOPY
18. DROP OFF AND REDESIGNED LANSDCAPE
19. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
20. 2' CURB GRASS BLOCK PAVERS
21. VERTICAL STUCCO/PAINTED BUILDING FRAMES- RELOCATED OPEN VIEWS
22. UNDERGROUND PARKING - REMOVED
23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect. The Contractor Shall Verify And Be Responsible For All Dimensions And Conditions On The Job. The Architect Must Be Notified Of Any Variations Before Commencing work. Drawings Not to be Scaled.
File: BIMcloud: RAI - BIM Cloud 24_1 - BIMcloud Basic for ARCHICAD 24/2108_LA BAIA/2108_LA BAIA UNITS - By eggomia - Date: 12/21/2021

revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

2850 SW 27TH AVE.
SUITE 110
MIAMI, FL 33133
T. 305.590.5000
F. 305.590.5040

Project

LA BAIA
9201 East Bay Harbor Dr.
Bay Harbour Islands, Fl 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, Fl 33154

305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
FIRST LEVEL (VALET)

Sheet No.
A-102.2 B

Sec. 23-29.1. - Town parking trust

(1) A town parking trust is hereby established to receive payments from property owners and/or developers in the town, when as a result of expansion or new growth, all required parking cannot be provided in part or total, onsite;

(2) Payments made into the town parking trust shall be used to improve and/or expand existing or proposed town owned on and off-street parking facilities and to secure other sites where additional parking may be established for the public.

(3) If the required number of parking spaces cannot or will not be provided onsite, a property owner and/or developer may meet his/her/its on-site parking requirements by payment into the town parking trust a fee for each of the required on-site parking spaces that cannot or will not be provided on-site (hereinafter the "parking trust fee"), subject to approval by the town council upon a finding that the parking trust fee, in lieu of providing the required on-site parking will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses. The parking trust fee shall be established by resolution. Notwithstanding the above, a minimum of 40 percent of all required parking spaces must be provided on-site. The town reserves the right to grant deviations from the provisions of this section upon a demonstration from the applicant of the following:

(a) Adequate off-street parking is available within 500 feet of the subject site;

(b) The council determines that the surrounding area will not be adversely impacted by the granting of the deviation;

(c) The town manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and

(d) The applicant demonstrates appropriate mitigation in the form of the Parking Trust Fee or other equivalent mitigation.

This section may be waived for municipal, state or federal uses only.

(4) Additional parking spaces created by the town parking trust shall be made available to the public on a first-come first-served basis. The town may elect to issue a parking certificate for reserved parking spaces created by the town parking trust.

(5) Parking trust fees. The parking trust fee (for each required parking space) shall be set by resolution. The town council shall periodically re-evaluate the parking trust fee on at least a semi-annual basis.

(6) Payment of parking trust fees. The parking trust fee payment shall be ratified via a written parking trust payment agreement prior to the issuance of building permits for a principal structure. The parking trust fee payment may be made:

(a) In full;

(b) Financed in annual installments; or

(c) By annual payments.

(7) Failure to make payment. Failure to make any parking trust fee payment required by the parking trust payment agreement or any other breach of the parking trust payment agreement may result in the imposition of late fees (as established by resolution and/or the parking trust payment agreement) and revocation of the town council's approval of the parking trust payment agreement. Any such revocation of the town council's approval of the parking trust payment agreement shall be approved by the town council at a public meeting after receiving a report from the town manager, and after posting the property and notifying the affected property owner in writing at least 30 days prior to the town council meeting date. If arrangements for payment are not made or alternative parking arrangements approved, the town reserves the right to declare the parking trust payment agreement as void and the revoke occupancy permits, including but not limited to business tax receipts and/or certificates of use until adequate parking is provided, as determined by the town and the property owner shall forfeit and any all rights there under, and any previous funds paid into the parking trust. The administrative costs of any enforcement actions, including staff time, notification and posting, postage, etc. shall be invoiced to the property owner and must be paid in full prior to the town approving construction or reinstating occupancy permits.

(8) Notwithstanding the above, the town council may consider other alternative arrangements from those specified herein, upon receiving a recommendation from the town manager, based upon the submission of a written demonstration by an applicant that the alternative costs/terms will not be detrimental to properties in proximity to the subject site or to the town in general. Justifications may include, but are not limited to, economic hardship, economic incentives, cost changes, or practical application.

(Ord. No. 742, § 1(Exh. A), 5-10-04; Ord. No. 814, § 1(Exh. A), 2-12-07; Ord. No. 935, § 1(Exh. A), 7-9-2012; Ord. No. 962, § 1(Exh. A), 4-7-14)

Sec. 23-30. - Determining amount of parking spaces.

In determining the amount of space required to be set aside for the parking of vehicles, the following shall be used:

(a) Where frontage is used in accordance with the provisions of section 23-27, all frontage parking will be at an angle of 90 degrees to the property line. A minimum width of eight and one-half feet measured at right angles to the parking space sidelines and a minimum length of 18 feet shall be paved as a basis for each parking space. Each parking space shall be permanently marked by white painted stripes four inches in width, which stripes will also delineate an area of 20 inches (included within the eight and one-half feet) to separate the cars. Toward the front end of each such parking space a car stop or bumper shall be provided which shall be six feet in length and made of materials which have been approved by the planning and zoning board for use in the town and placed on a line two feet from the end of the parking space furthest from the centerline of the street. The placing of the car stop is illustrated by the drawing attached and made a part hereof. A minimum width of 12 feet measured along said frontage shall be entirely clear of streetfront parking for each driveway access to offstreet parking. All parking shall be in accordance with the diagram attached.

(b) All plans submitted for a building permit shall include a dimensioned plan showing all parking spaces, driveways and landscaping. All offstreet parking shall be so planned that each car can turn and exit forward.

(c) For each off-street parking space, adequate ingress, egress and turning space of at least 23 clear feet shall be provided, and each parking space shall be directly accessible to a street, alley or driveway. Two-way driveways shall be a minimum of 23 feet in width unless otherwise approved by the town during the site plan approval process. One-way driveways shall be not less than 12 feet in width. At the intersection of a driveway with a public street, adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line.

(d) The minimum parking space for off-street parking shall be eight and one-half feet by 18 feet with striping as specified in subsection (a) and in accordance with the diagram attached.

(1) In the BAA-Business district, for 90-degree angle parking and 60-degree angle parking or less, each parking space shall not be less than eight and one-half feet in width and 18 feet in length. For parallel parking, each space shall be eight and one-half feet in width and 25 feet in length.

(e) No part of any off-street parking or driveway area shall be permitted on a five-foot-wide continuous planting strip measured in from the side and rear property line and ten feet from a front (street) property line in accordance with the minimum Miami-Dade County Landscape

Code.

(f) Notwithstanding the above provisions, due the limited land areas in the town, changes in parking requirements over the years and current off-street parking arrangements (including roadway swale parking), the town encourages innovative solutions to provide required parking spaces within lot areas. To that end, required parking spaces may be provided in alternate arrangements other than surface parking, if approved by the town council. This shall include, but is not limited to, tandem parking and mechanically stacked parking. This criteria shall apply in both residential and nonresidential developments.

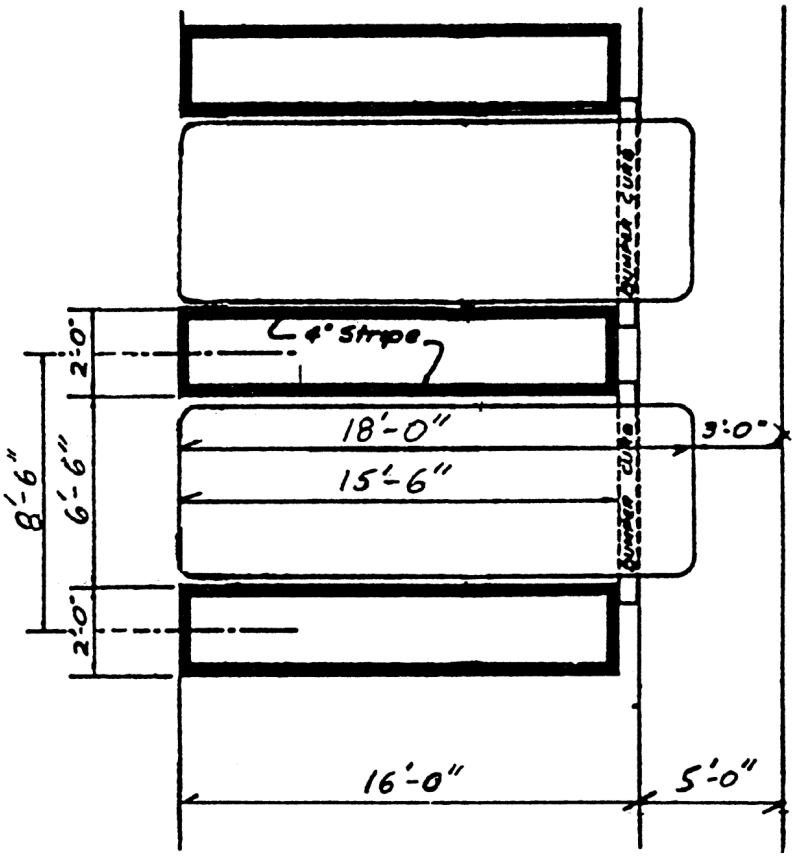


Illustration Following Sec. 23-30(e)

(Ord. No. 130, § 10, 6-8-59; Ord. No. 323, §§ 1—3, 8-8-77; Ord. No. 351, § 1, 4-9-79; Ord. No. 352, §§ 1, 3, 4-9-79; Ord. No. 386, §§ 1, 2, 2-9-81; Ord. No. 592, § 8, 7-8-96; Ord. No. 701, § 1, 4-8-02; Ord. No. 770, § 1(Exh. A), 5-9-05; Ord. No. 813, § 1(Exh. A), 1-8-07)

RESOLUTION NO. 2005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS ESTABLISHING THE TOWN PARKING TRUST FEES PURSUANT TO SECTION 23-29 OF THE TOWN'S CODE OF ORDINANCES.

WHEREAS, Section 23-29 of the Town's Code of Ordinances ("Code") permits a property owner to make Payment(s) of Parking Trust Fees when all of the required parking cannot or will not be provided on site, subject to approval by the Town Council; and

WHEREAS, Section 23-29 of the Code requires the Town to establish certain costs and fees for the Parking Trust Fees, as such costs and fees may vary through the years.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that:

1. In the event that an owner or developer desires to make the payment of Parking Trust Fees in full (as permitted by Section 23-29(6)(a) of the Code), the payment for each required space shall be $20,000.00. Provided that payment is received by the Town, in full, within sixty (60) days of the Town Council's approval, this amount shall be reduced by ten percent (10%).

2. In the event that an owner or developer desires to finance the Parking Trust Fees in annual installment payments (as permitted by Section 23-29(6)(b) of the Code), the payment for each required space shall be $20,000.00. Twenty five percent (25%) of the Parking Trust Fees shall be paid as a down payment within thirty (30) days of the Town Council's approval, the balance may be amortized over no more than fifteen (15) years, and the payments shall bear interest at 2.25%, per annum.

3. In the event that an owner or developer desires to make the payment of Parking Trust Fees by annual lease payments (as permitted by Section 23-29(6)(b) of the Code), the annual lease payment for each required space shall be $1,000.00.

4. Any payment not timely made shall bear late fees as set forth in parties' Parking Trust Payment Agreement. In the event that the Parking Trust Payment Agreement fails to set forth late fees, the late fees shall be as follows:

   a. A late fee for each parking space equal to 5% of the Parking Trust Fee is required if payment is not received within fifteen (15) days of the due date.
   b. A late fee for each parking space equal to 10% of the Parking Trust Fee is required if payment is not received within thirty (30) days of the due date.

   c. Payments not received within thirty (30) days of the due date shall be charged an interest rate of 10% per annum calculated monthly on the unpaid balance, including applicable late fees.

d. If any payment is returned due to insufficient or uncollectable funds in addition to any other fee or charge due, the property owner shall be liable for a returned check charge in the amount of 5% of the amount of the check. In that event the Town may require future payments to be made by cashier's check or automatic electronic debit.

5. The instant Resolution shall supersede and replace Resolution Number 999.

PASSED AND ADOPTED this 7th day of April, 2014.

TOWN OF BAY HARBOR ISLANDS

By: _____
MAYOR

ATTEST:

_____
TOWN CLERK

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

December 16, 2021

Mr. Ian Bruce Eichner
Bay Harbour Islands Property Own I, LLC
c/o The Continuum Company LLC
49 West 23 Street, 4 Floor
New York, NY 10010

RE: La Baia Traffic Statement - #21258

Dear Mr. Eichner,

The proposed project is located at 9201 E. Bay Harbor Drive in Bay Harbor Islands, Florida (See Attachment A for the site plan). The project is a proposing a residential building with 68 units. The project is providing 56 interior parking spaces and five exterior parking spaces for a total of 61 spaces. The project parking will be all valet, therefore by utilizing all the available space in the parking area, the project can accommodate 36 additional spaces. Access to the valet drop-off / pick-up area will be provided along E. Bay Harbor Drive, just south of the valet parking entrance.

Parking Analysis

A parking analysis was conducted for the project to determine if the proposed number of parking spaces (97) is sufficient to satisfy the anticipated peak parking demand. To determine the required number of parking spaces, data from the Institute of Transportation Engineers (ITE), **Parking Generation, 5th Edition** was obtained. Parking requirement from several municipalities in South Florida were also researched to compare them against the requirements from the Town of Bay Harbor Islands.

A parking calculation for the proposed project was performed using the parking rates published by ITE, for the cities of North Miami Beach, North Bay Village, and Sunny Isles Beach. Exhibit 1 shows the results of the parking analysis.

Exhibit 1
Parking Analysis

Land Use	Units		Bay Harbor Islands		ITE		North Bay Village		North Miami Beach		Sunny Isles Beach	
			Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required
Residential (1 Bdr/Studio)	2	Dwelling Units	2	4	1.47	3	1.5	3	1.5	3	1.5	3
Residential (2 Bdr)	30	Dwelling Units	2	60	1.47	44	1.5	45	1.5	45	1.5	45
Residential (3 or more Bdr)	36	Dwelling Units	2	72	1.47	53	1.5	54	2	72	1.5	54
Residential - Visitors	68	Dwelling Units	0	0	0	0	0.1	7	0	0	0.05	3
Total			136		100		109		120		105	

The results of the parking analysis show that based on parking rates published by ITE, the project will require 100 parking spaces. The analysis also shows that the residential parking requirement from the Town of Bay Harbor Islands is on average 21% higher than those required by similar municipalities in South Florida. It should be noted that the ITE rates are based on actual parking demand by the individual land uses.

Parking rates assume 100% occupancy for all land uses. It is understood that an additional 10% - 20% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. This will reduce the parking requirement for the project to 109 parking spaces based on the Town's rate and 80 parking spaces based on ITE rates.

Parking Reduction Strategies

Ride-sharing - Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with

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friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G). The use of transit is another effective way to reduce the need for off-street parking.

Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual,* 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveway. (Trip generation worksheets are available in Attachment B.)

The US Census Bureau provides data on other means of transportation. Census survey data shows a 6.2% use of other modes of transportation (2.3% public transportation and 3.9% walking) for Census tract 38.01. A 6.2% reduction factor was used in the study to account for other modes of

transportation. Trip generation calculations were performed for a typical weekday, as well as, AM and PM peak hours of the adjacent street (see Attachment B). The proposed project trip generation calculations are summarized in Exhibit 2.

Exhibit 2
Project Trip Generation Summary

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) *Land Use Code: 221*	68 DU	200	3	19	22	10	4	14
Total Gross Trips		**200**	**3**	**19**	**22**	**10**	**4**	**14**
Other Modes of Transportation[2]		6.2%	0	-1	-1	-1	0	-1
Net Proposed Trips			**3**	**18**	**21**	**9**	**4**	**13**

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] Based on US Census Tract 38.01 and local characteristics.

Valet Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the basement parking garage entrance during the AM peak hour of generator (worst case scenario) so that the queue does not extend past the project entrance (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The potential queue was calculated based on the peak hour traffic published by the Institute of Transportation Engineers (ITE) trip generation rates and/or equations for the proposed land use. The peak of generator (worst case scenario) was used for the purpose of calculating the expected queue. The proposed AM and PM peak of generator trip generation is summarized in Exhibit 3. Support documentation is provided in Attachment C.

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Exhibit 3
Project Trip Generation Peak of Generator

Proposed ITE Land Use Designation[1]	Number of Units	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) *Land Use Code: 221*	68 DU	4	19	23	13	8	21
Total Gross Trips		**4**	**19**	**23**	**13**	**8**	**21**
Other Modes of Transportation[2]	6.2%	0	-1	-1	-1	0	-1
Net Proposed Trips		**4**	**18**	**22**	**12**	**8**	**20**

[1] Based on ITE Trip Generation Manual, 11th Edition.

[2] Based on US Census Tract 38.01 and local characteristics.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{Average\ Demand\ Rate}{Average\ Sevice\ Rate}$$

The average service rate corresponds to the time it will take a valet attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho}\right] - 1$$

In this equation, *P(x > M)* is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the valet attendant to circulate to the parking space (**driving time)**, the time it will take the valet to maneuver into the parking space (**park processing** time), and the time it will take the valet attendant to walk to/from the parking area (**walking time**).

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A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated on a speed of 15 mph, and the walking time for the valet attendant was calculated on a jogging speed of 5 ft / sec. The time for a valet to conservatively pass through the mechanical arm gate with a clicker is 4.67 seconds per vehicle (0.08 minutes per vehicle). This data was collected at an entrance with a similar mechanical arm gate and remote clicker entry (see Attachment C). Since the distance from the valet drop-off / pick-up area differs for inbound and outbound trips, a weighted average was taken of the inbound / outbound valet processing times. The weighted average was based on the inbound / outbound trip distribution, which is 18% inbound and 82% outbound.

As, the valet parking contains both standard and tandem spaces; the valet park processing rate will differ for the standard and tandem parking spaces. The valet processing rate for the standard and tandem parking can be seen in Exhibits 4 and 5. Since the valet station will utilize both standard and tandem spaces, a weighted average was taken of the standard / tandem processing times to account for the difference in the valet processing times. The weighted average was based on the standard / tandem parking split, which is 79% standard parking spaces and 21% tandem parking spaces. Exhibit 6 shows the weighted valet park processing time.

Exhibit 4
Standard Parking Processing Rate
Valet Drop-off / Pick-up

Valet Time (Inbound)	
***Processing time*:**	60 sec / 60 sec / 1 min = ***1 min***
***Driving time*:**	420 ft * 1 mile / 5280 ft * 1hr / 15 miles * 60 min / hr = ***0.48 min***
***Park Processing Time*:**	= ***0.90 min***
Mechanical Arm Lift Time:	0.08 min / gate * 1 gate = ***0.08 min***
Walking time:	275 ft / 5 ft / sec / 60 sec / min = ***0.92 min***
Total	**= 3.37 min**

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Valet Time (Outbound)

***Processing time*:**	60 sec / 60 sec / 1 min = ***1 min***
***Driving time*:**	582 ft * 1 mile / 5280 ft * 1hr / 15 miles * 60 min / hr = ***0.66 min***
***Park Processing Time*:**	= ***0.90 min***
Mechanical Arm Lift Time:	0.08 min / gate * 1 gate = ***0.08 min***
Walking time:	275 ft / 5 ft / sec / 60 sec / min = ***0.92 min***
Total	**= 3.56 min**

Weighted (Standard Parking) Valet Time

18% Inbound:	0.18*3.37 min = ***0.61 min***
82% Outbound:	0.82*3.56 min = ***2.92 min***
Total	**= 3.52 min**

Exhibit 5
Tandem Parking Processing Rate
Valet Drop-off / Pick-up

Valet Time (Inbound)

***Processing time*:**	60 sec / 60 sec / 1 min = ***1 min***
***Driving time*:**	420 ft * 1 mile / 5280 ft * 1hr / 15 miles * 60 min / hr = ***0.48 min***
***Park Processing Time*:**	= ***1.65 min***
Mechanical Arm Lift Time:	0.08 min / gate * 1 gate = ***0.08 min***
Walking time:	275 ft / 5 ft / sec / 60 sec / min = ***0.92 min***
Total	**= 4.12 min**

Valet Time (Outbound)

***Processing time*:**	60 sec / 60 sec / 1 min = ***1 min***
***Driving time*:**	582 ft * 1 mile / 5280 ft * 1hr / 15 miles * 60 min / hr = ***0.66 min***
***Park Processing Time*:**	= ***1.65 min***
Mechanical Arm Lift Time:	0.08 min / gate * 1 gate = ***0.08 min***
Walking time:	275 ft / 5 ft / sec / 60 sec / min = ***0.92 min***
Total	**= 4.31 min**

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Weighted (Tandem) Valet Time

18% Inbound:	0.18*4.12 min = ***0.74 min***
82% Outbound:	0.82*4.31 min = ***3.53 min***
Total	**= 4.27 min**

Exhibit 6

Valet Drop-off / Pick-up Processing Rate

Weighted (Standard / Tandem) Valet Time

79% Standard:	0.79*3.52 min = ***2.78 min***
21% Tandem:	0.21*4.27 min = ***0.90 min***
Total	**= 3.68 min**

An iterative approach was used to determine the minimum number of valet attendants required during the AM peak hour of generator (worst case scenario) to serve both the entering and exiting vehicles that will ensure that the average queue at the valet station will not extend past the provided valet storage. Exhibit 7 shows the calculations for the inbound / outbound valet (drop-off /pick-up area) during the AM peak hour of the generator.

Exhibit 7

Valet Station Queuing Calculations

Q = Processing rate = $\frac{60\ min/hr}{3.68\ min/process} = 16.30\ process/hr$

q = Demand Rate = $22\ \frac{veh}{hr}$

N = Service Positions = 3 Attendants

ρ = Utilization factor = $\frac{q}{(NQ)} = \frac{22\ veh/hr}{3 \times 16.30\ process/hr} = 0.4498$

Q_m = Table Value = 0.1887

M = queue length which is exceeded 5% of the time [P(x>M)]

$M = \frac{\ln P(x>M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.1887)}{\ln(0.4498)} - 1 = 0.66$ say, one vehicle on queue

The results of the analysis show that a total of 3 valet attendants would be able to handle the demand during the AM peak hour of generator (worst case scenario) at the valet station with an average queue of approximately one vehicle. Based on the site plan, the valet station has

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approximately 95 feet of storage; this distance is enough to accommodate four vehicles in the queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hours to make sure that the queue does not spill onto the public right-of-way or interferes with site operations. Once operational, the development can assess the actual need for valet attendants at different times of the day.

Conclusions

Based on the parking generation analysis, comparison of parking rates from other municipalities, seasonal vacancies, transit availability, and walking/bicycling opportunities it is our professional opinion that the 97 parking spaces provided by the project should satisfy their parking demand.

The results of the valet analysis show that a total of 3 valet attendants would be able to handle the demand at the drop-off / pick-up area during the AM peak of generator (worst case scenario) with an average queue of approximately one vehicle. It is also our professional opinion that the operations of the valet station, will not have an adverse impact on the operations of E Bay Harbor Drive.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

Juan Espinosa, PE
Vice-President – Transportation

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Attachment A

DOCK UNDER SEPARATE PERMIT

STAIR #12 M

STAIR #12

PARKING LEVEL 1

LANDSCAPE

STORAGE

TRASH HOLDING RM.

TRASH ROOM 02

TRASH ROOM 01

LOBBY 02

LOBBY 01

PASS. ELEV. #4

PASS. ELEV. #3

PASS. ELEV. #2

PASS. ELEV. #1

ELEVATOR LOBBY

RECEPTION

LOBBY

MAIL ROOM

MANAGEMENT OFFICE

VALET/STO.

DOMESTIC & FIRE PUMP ROOM

COMMUNAL LAUNDRY ROOM

FIRE COMMAND ROOM

SWITCH GEAR ROOM

STORAGE ROOM #3

STORAGE ROOM #4

(24) BICYCLE RACKS

UTILITIES AREA

WATER FEATURE

PLANTER

STAIRS

FPL TRANSFORMER PAD

FPL S.C.

FINAL FPL S.C. & FPL TRANSFORMER LOCATION TO BE COORDINATED WITH FPL

4'-0" x 6'-0" ALUM. LOUVER REFER TO MECH. DWGS.

6'-0" x 7'-7" ALUM. LOUVER REFER TO MECH. DWGS. EMERGENCY GENERATOR

1'-6" x 2'-0" ALUM. LOUVER REFER TO MECH. DWGS.

1'-6" x 2'-0" METAL LOUVER

20'-0" x 2'-0" MARKED AREA WITH DETECTABLE WARNING

7.81 %

8.33 %

5.00% SLOPE

FDC

7" CONC. & VALLEY CUTTER

10'-0" SIDE SETBACK BELOW 30' A.

BUILDING FLOOR PLAN - LOBBY LEVEL

SCALE: 1/8" = 1'-0"

EL. +11'-0" N.G.V.D
EL. +1'-0" B.F.E

N

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Attachment B

Scenario - 1

Scenario Name: Proposed

User Group:

Dev. phase: 1

No. of Years to Project Traffic : 0

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday	Average	100	100	200
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	19	22
Data Source: Trip Generation Manual, 11th Ed					T = 0.25(X) + 5.35	15%	85%	
221(3) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	10	4	14
Data Source: Trip Generation Manual, 11th Ed					T = 0.29(X) - 6.26	73%	27%	

An official website of the United States government Here's how you know

COMMUTING CHARACTERISTICS BY SEX

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Census Tract 38.01, Miami-Dade County, Florida		
	Total	Male	Female
Label	Estimate	Estimate	Estimate
Workers 16 years and over	2,726	1,389	1,337
MEANS OF TRANSPORTATION TO WORK			
Car, truck, or van	82.8%	89.7%	75.6%
Drove alone	71.5%	85.6%	56.9%
Carpooled	11.3%	4.1%	18.7%
In 2-person carpool	11.3%	4.1%	18.7%
In 3-person carpool	0.0%	0.0%	0.0%
In 4-or-more person carpool	0.0%	0.0%	0.0%
Workers per car, truck, or van	1.07	1.02	1.14
Public transportation (excluding taxicab)	2.3%	3.4%	1.1%
Walked	3.9%	1.9%	5.9%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or other means	0.5%	0.0%	1.0%
Worked from home	10.6%	5.0%	16.4%
PLACE OF WORK			
Workers 16 years and over who did not work from home	2,438	1,320	1,118
VEHICLES AVAILABLE			

Table Notes

COMMUTING CHARACTERISTICS BY SEX

Survey/Program: American Community Survey
Year: 2019
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: Change to Means of Transportation.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Attachment C

Scenario - 2

Scenario Name: valet

User Group:

Dev. phase: 1

No. of Years to Project Traffic : 0

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday	Average	100	100	200
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday, AM Peak Hour of Generator	Best Fit (LOG)	4	19	23
Data Source: Trip Generation Manual, 11th Ed					Ln(T) =0.73Ln(X) + 0.03	17%	83%	
221(3) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	68	Weekday, PM Peak Hour of Generator	Best Fit (LOG)	13	8	21
Data Source: Trip Generation Manual, 11th Ed					Ln(T) =0.84Ln(X) - 0.53	63%	37%	

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8–9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho}\right] - 1$$

where:

M = queue length which is exceeded p percent of the time
N = number of service channels (drive-in positions)
Q = service rate per channel (vehicles per hour)
$\rho = \dfrac{\text{demand rate}}{\text{service rate}} = \dfrac{q}{NQ}$ = utilization factor
q = demand rate on the system (vehicles per hour)
Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$\rho = \dfrac{q}{NQ} = \dfrac{\text{arrival rate, total}}{(\text{number of channels})(\text{service rate per channel})}$
N = number of channels (service positions)

Solution

Step 1: $Q = \dfrac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3$ services per hour

Step 2: $q = (110 \text{ veh}/45 \text{ min}) \times (60 \text{ min/hr}) = 146.7$ vehicles per hour

Step 3: $\rho = \dfrac{q}{NQ} = \dfrac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M, being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956}\right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110}\right] - 1$$
$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$

Turnberry Yacht Club Guard House

Entrance Processing Time

Date: January 12, 2021 **Time:** 4:30 pm - 6:30 pm **Observer:** Kansas

Visitor's Lane				Resident's Lane (Clicker)			
Veh	Processing Time (sec)	Veh	Processing Time (sec)	Veh	Processing Time (sec)	Veh	Processing Time (sec)
1	11	26	4.86	1	3	26	2
2	5.13	27	4.2	2	0.81	27	8.49
3	18.45	28	6.83	3	1	28	4.63
4	25.45	29	40.25	4	3.5	29	2.7
5	8	30	10.51	5	4.8	30	12.63
6	6	31	13.05	6	4.3	31	2
7	11	32	10.41	7	8	32	4.03
8	13.9	33	8.05	8	3.04	33	3.23
9	11.05	34	10.2	9	5.18	34	8.01
10	3	35	17.56	10	3.92	35	4.78
11	3.66	36	7.55	11	5.99	36	6.33
12	3.48	37	5.66	12	2.18	37	2.68
13	20	38	7.75	13	4.33	38	4.39
14	7.2	39	5.26	14	4.1	39	2.12
15	10.03	40	19.15	15	3.76	40	8.58
16	7.73	41	3	16	6.47	41	3.88
17	0.8	42	93	17	5.5	42	5.2
18	0.8	43	8.28	18	3.43	43	5.62
19	9.13	44	30	19	12.38	44	5.8
20	8.45	45	4.22	20	2.5	45	6.58
21	10	46	6	21	4.17	46	5.3
22	9.55	47	3.27	22	5.07	47	3.16
23	5.86	48	33	23	7.15	48	3.23
24	6.57	49	14.95	24	6.68	49	3.03
25	6.83	50	12.8	25	4.43	50	4.06

Visitor's Gate Average: 12.06 Sec

0.20 Min

Residential Gate Average: 4.76 Sec

0.08 Miin

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

January 6, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Parking Trust and Alternate Arrangements for Required Parking Requests for Property Located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner I, LLC (the "Applicant"). The Applicant owns the properties located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands (collectively, the "Property"). On January 4, 2022, the Design Review Board (DRB) approved the Applicant's modification to the previously approved site plan on the Property, currently referred to as "La Baia" (the "Project"). The purpose of this letter is to request:

(1) Approval of alternate parking arrangements, including tandem and valet spaces, pursuant to Section 23-30(f) of the Bay Harbor Code of Ordinances (the "Code"), in order to comply with required parking; and

(2) Approval of payment into the Town Parking Trust in lieu of providing 39 parking spaces for the Project, to ensure the Project satisfies off-street parking requirements.

The Project. The DRB approval is for a family-oriented condominium building composed of 68 residential units. The currently proposed units for the Project are a significant reduction from a previously approved site plan of 87 units, which also included basement level parking. See Exhibit A – Resolution No. 1170-A. Importantly, due to FEMA and Florida Building Code restrictions for residential buildings, the Applicant had to eliminate the basement parking level, and through this substantial

adjustment in the Project requests approval of alternate parking arrangements and payment into the Town Parking Trust.

Project Parking and Circulation. The Applicant's current plan proposes all parking at the ground level above 5'-0" NGVD. The parking will include 56 standard interior parking spaces, 5 exterior spaces, and 36 valet parking spaces for efficient parking, for a total of 97 parking spaces. See Exhibit B – Parking Plan. The valet operation will be 24/7 and access to the valet drop-off /pick-up area will be provided at the front entrance to the building on the private driveway, just south of the valet parking entrance. The proposed drop-off design includes an ADA compliant accessible walkway, which will connect the lobby with the right-of-way. The Applicant's proposed plan will also maintain 24 bicycle racks inside the building at the southwest corner.

Parking Requirements. Based on the Applicant's proposed Project of 68 residential units, the Applicant is required to provide 136 parking spaces. Again, the Applicant's proposal accommodates 97 parking spaces. Pursuant to Section 23-30(f) of the Code, applicants are encouraged to provide required parking spaces through innovative solutions within lot areas. With this in mind, the Applicant requests to provide required parking spaces through an alternate arrangement. Specifically, the Applicant wishes to provide tandem and valet parking spaces in order to meet the above parking requirement, and respectively requests approval from the Town Council.

Additionally, pursuant to Section 23-29.1 of the Code, which establishes a Town Parking Trust, subject to approval by the Town Council a property owner can pay a fee for each of the required on-site parking spaces that are not provided on-site. In order to be eligible to pay the Parking Trust Fee in lieu of providing required parking, the property owner must provide a minimum of 40 percent of all required parking spaces and meet certain criteria. Specifically, the property owner must demonstrate that,

(1) adequate off-street parking is available within 500 feet of the subject site;

(2) the Council determines that the surrounding area will not be adversely impacted by the granting of the deviation;

(3) the Town Manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and

(4) appropriate mitigation is provided in the form of the Parking Trust Fee or other equivalent mitigation.

The proposed plan provides more than 40 percent of required parking. Particularly, the Project provides for 71 percent of required parking. The Project also meets the Code criteria. First, there is adequate off-street parking within 500 feet of the Property because the park located west of the Project provides a parking lot. See Exhibit C. Second, the reduction of units is beneficial and reduces traffic. Moreover, the elimination of the subterranean basement parking avoids flooding impacts to the Property and the surrounding area and, therefore, allows for a more resilient Project. Third, there have been multiple discussions with the Town Administration to address the proposed reduction in parking and the Applicant's proposal has been met with support. Fourth, the Applicant is willing to pay the Parking Trust Fee for each of the remaining 39 required on-site parking spaces.

Additionally, the Applicant anticipates several mitigating factors, such as greater than 50% seasonal occupancy and low expected turnover with no short-term rentals, the preference of ride-sharing services over driving, the convenience of nearby transit including Miami Dade Transit Route 107-G, and both the Property and the surrounding community's compatibility with walking and bicycling. The Applicant furthers mitigation of required parking by providing for and ensuring the following:

- Electric carsharing platform allowing for on-demand guest/resident access and operation of 2 electronic vehicles with dedicated parking spots
- Only 1 guaranteed parking space for 1- and 2-bedroom units
- Additional 24 spaces for bicycle parking
- 24-hour Valet Parking System managing all 97 parking spaces, including the 36 spaces in an alternative arrangement such as tandem parking
- Adequate drop-off/pick-up queuing space at the front of the building to ensure no spillover of vehicles onto the street

Notably, a parking generation analysis for the Project was conducted by David Plummer & Associates, Inc., a reputable consulting firm specializing in transportation and civil engineering, and included with the application materials. Overall, the analysis concluded that the 97 parking spaces provided by the Project would satisfy the parking demand and notes that the Town has higher than average parking requirements for multifamily buildings compared to nearby municipalities. Additionally, a separate queuing analysis revealed that the proposed valet station will be able to accommodate up to four vehicles in the queue, and that during the worst-case scenario of the AM peak hour, the valet station would have an average queue of approximately

1 vehicle. Thus, the valet parking system proposed will ensure that the average queue at the valet station will not extend past the provided valet storage and Project entrance.

Summary. La Baia is a well-designed project that is compatible with the surrounding development in both scale and appearance. The required parking for the Project can be accommodated through the proposed alternate arrangement of tandem and valet parking spaces and, since the Project meets the criteria for the Parking Trust Fund, through the payment of a Parking Trust Fee. Therefore, the Applicant respectfully requests approval of the alternate arrangements for required parking and approval to pay the Parking Trust Fee for the remaining 39 parking spaces.

We look forward to your favorable recommendation and the Town Council's approval of these requests. Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Michael Miller, Town Planner
Alba Chang, Town Clerk
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.

EXHIBIT A

RESOLUTION NO. 1170 - A

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE ISLAND HOUSE PROJECT.

WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances; and

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.

B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.

C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.

D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.

E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.

F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.

G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:

1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.

2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).

4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8^{th}) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.

5. Applicant shall move the back flow preventer to the side of the building.

6. Applicant shall add fenestration to the units facing the breezeway.

H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____
Chair Person

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT B

NOT FOR CONSTRUCTION

SPECIAL NOTE (SPN-A) :
FOR ALL NEW LANDSCAPE AND HARDSCAPE DESIGN REFER TO LANDSCAPE ARCHITECT DRAWINGS.



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 51'-2 1/4"

PARKING INTERIORS = 56 UN
PARKING EXTERIORS = 5 UN
PARKINGS = 61 UN

VALET PARKING = 36 UN
TOTAL PARKINGS = 97 UN

68 UN x 2P. = 136 UN.
(INCLUDING H.C. & VISITORS)

N

1 POTENTIAL VALET PARKING LAYOUT
FIRST LEVEL (VALET)
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
6. OPERABLE LOUVERS TO ACCESS STORAGES
7. NEW BREEZEWAY TERRACE LANDSCAPE DESIGN
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9. LARGER ELEVATOR ENCLOSURE AFTER MINIMUM ELEVATOR OVERHEAD IMPLEMENTED
10. ADDITIONAL DOORS, PAINTED IN SAME COLOR OF ADJACENT WALLS
11. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
12. ENLARGED STRUCTURAL BEAMS SYSTEM TO SUPPORT 50 FEET SPAN AT BREEZEWAY
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23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

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Project

LA BAIA
9201 East Bay Harbor Dr.
Bay Harbour Islands, Fl 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, Fl 33154

305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
FIRST LEVEL (VALET)

Sheet No.
A-102.2 B

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EXHIBIT C


Sophie Bay Harbor
92nd St
280'-0" LF
92nd St
92nd St
E Bay Harbor Dr
E Bay Harbor Dr
E Bay Harbor Dr
PUBLIC PARKING
LA BAIA
9201 EAST BAYHARBOR Dr.
9221
9201
9161

REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

9201 EAST BAY HARBOR DR

LA BAIA

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

SITE PLAN APPROVAL REVISION 12/21/2021

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY





MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
NOT TO SCALE

NOT FOR CONSTRUCTION

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F. 305.590.5040

Project

LA BAIA
9201 East Bay Harbor Dr.
Bay Harbour Islands, Fl 33154

Revisions

Owner Information

CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, Fl 33154

305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

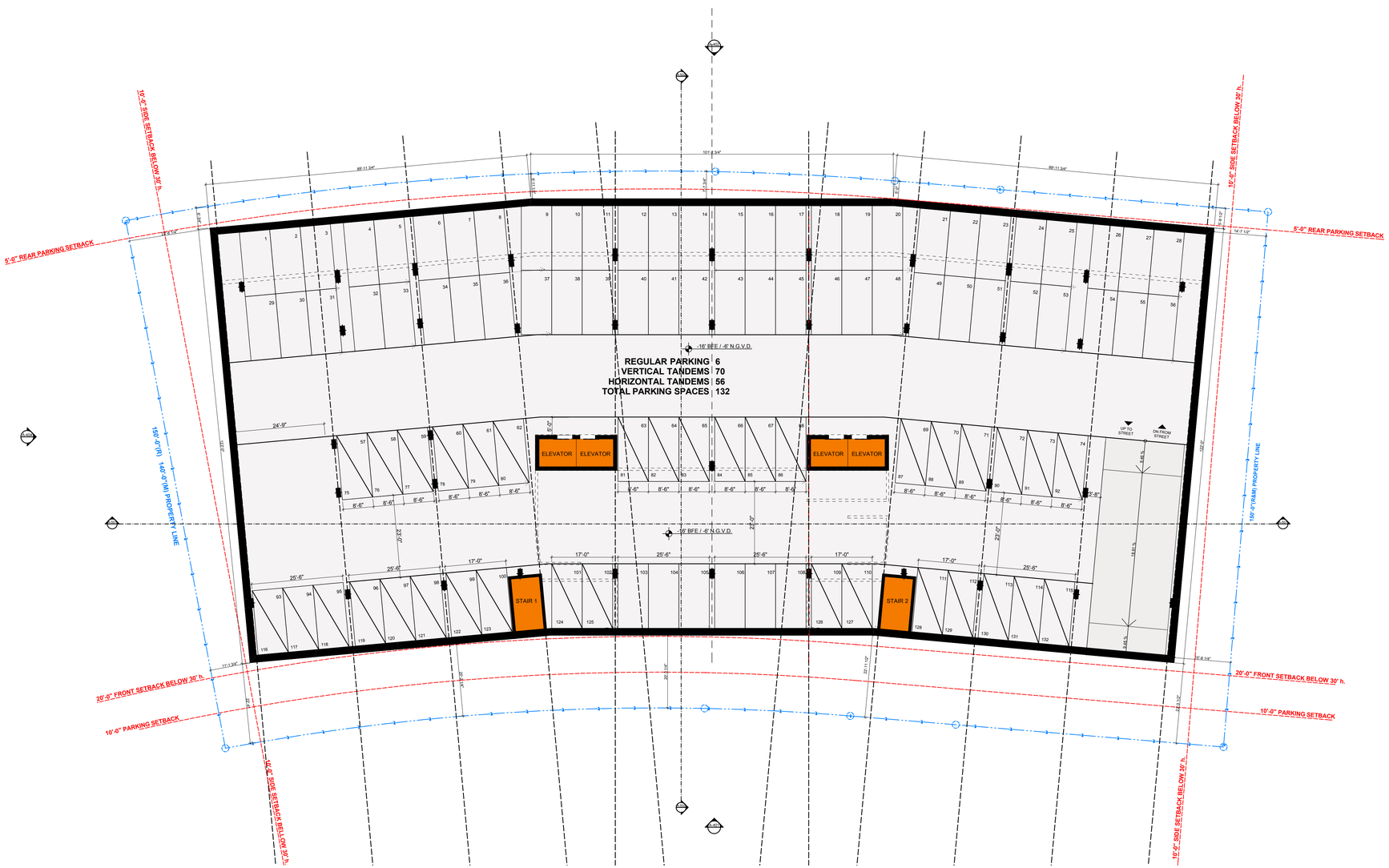
PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
LAND USE PLAN

Sheet No.
A-002

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PREVIOUSLY APPROVED



REGULAR PARKING 6
VERTICAL TANDEMS 70
HORIZONTAL TANDEMS 56
TOTAL PARKING SPACES 132

N

1 ISLAND HOUSE
PARKING LEVEL -1
SCALE: 1/16" = 1'-0"

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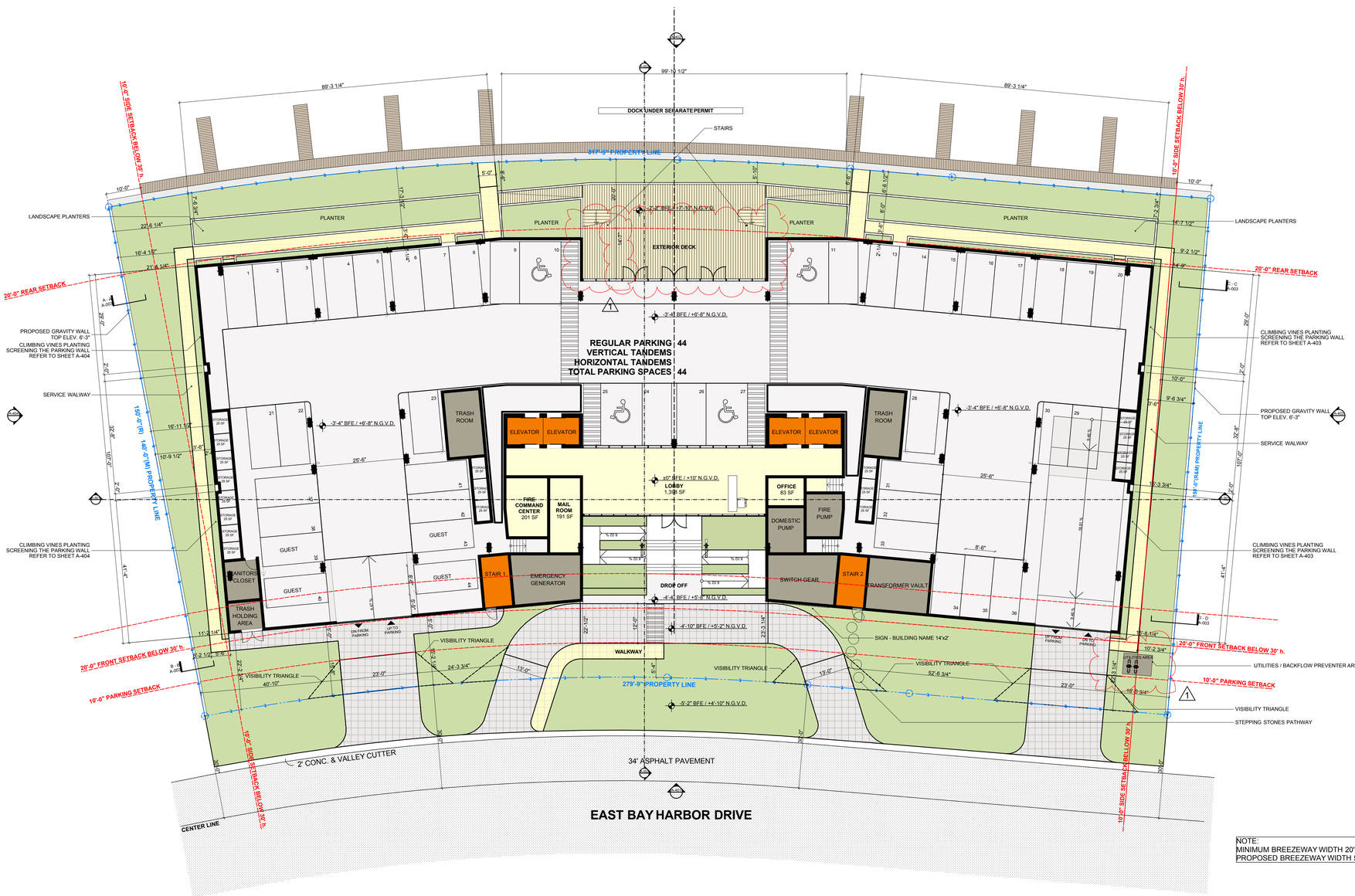
Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
BASEMENT
Sheet No.
A-101.1

PREVIOUSLY APPROVED



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

N

1 ISLAND HOUSE
FIRST LEVEL
SCALE: 1/16" = 1'-0"

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AR-0007972

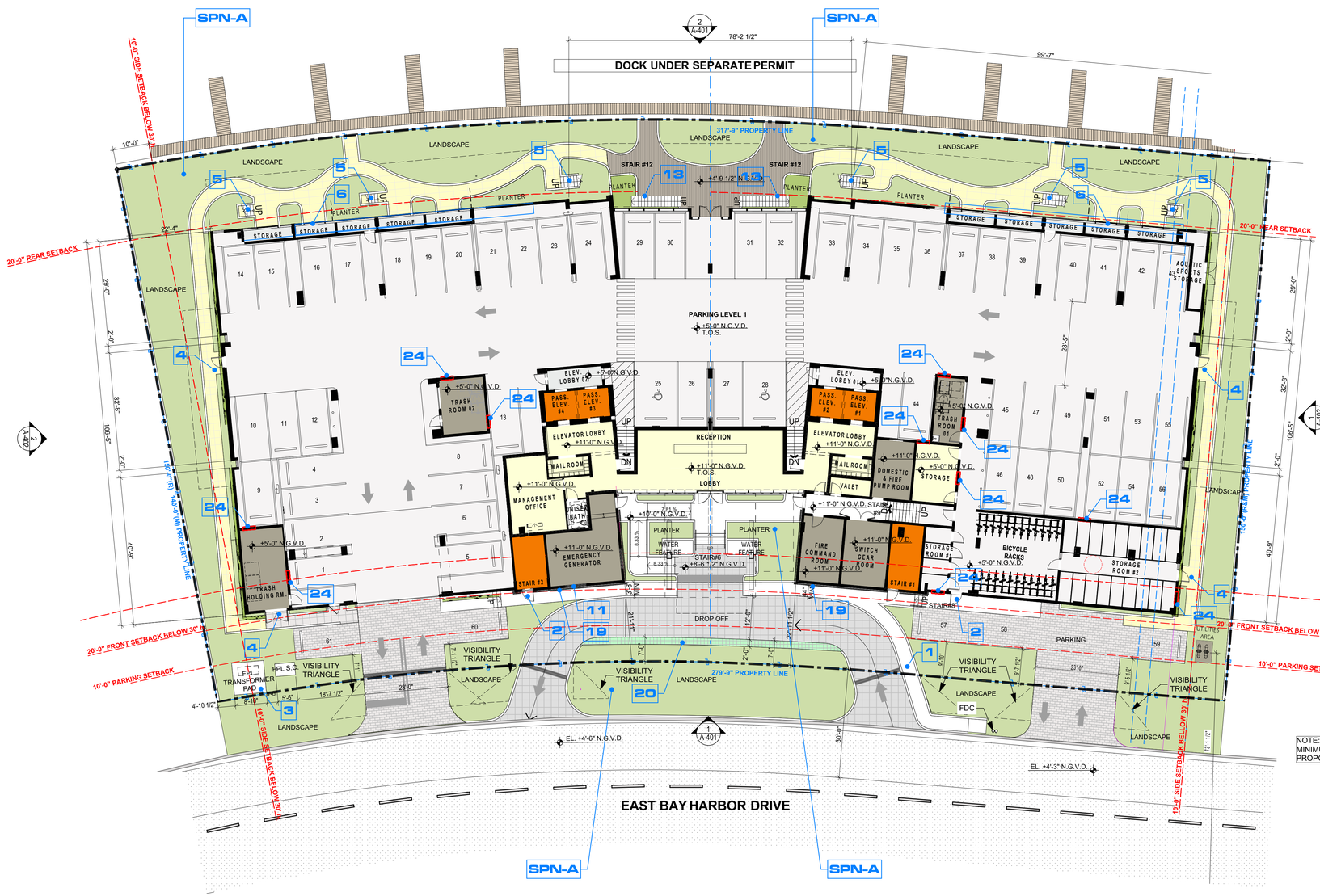
PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
FIRST LEVEL

Sheet No.
A-102.1

NOT FOR CONSTRUCTION

SPECIAL NOTE (SPN-A) :
FOR ALL NEW LANDSCAPE AND HARDSCAPE DESIGN REFER TO LANDSCAPE ARCHITECT DRAWINGS.



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 51'-2 1/4"

N

1 FIRST LEVEL
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
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16. NEW STEPPING BREEZEWAY FRAME
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18. DROP OFF AND REDESIGNED LANSDCAPE
19. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
20. 2' CURB GRASS BLOCK PAVERS
21. VERTICAL STUCCO/PAINTED BUILDING FRAMES- RELOCATED OPEN VIEWS
22. UNDERGROUND PARKING - REMOVED
23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

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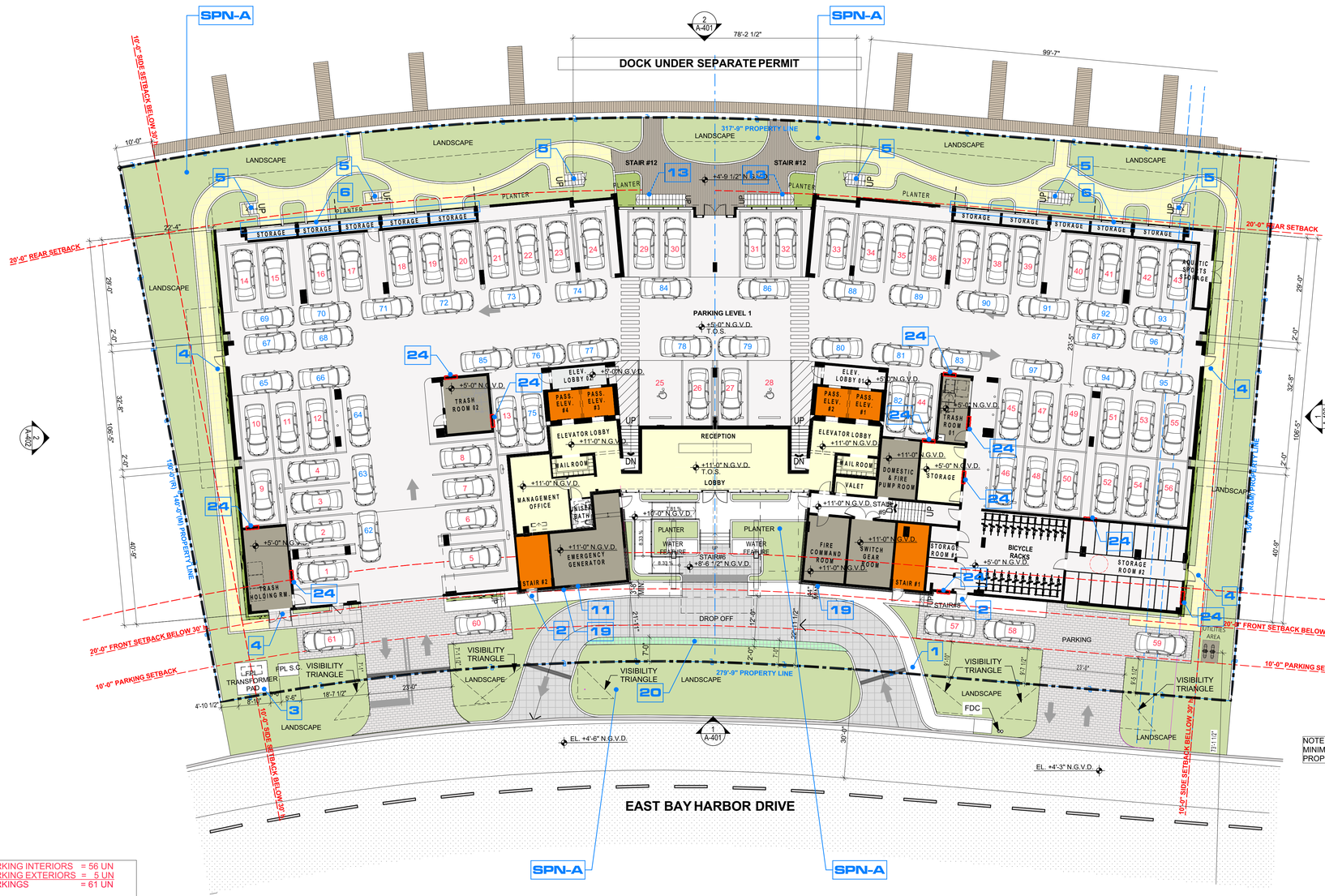
PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
FIRST LEVEL

Sheet No.
A-102.2

NOT FOR CONSTRUCTION

SPECIAL NOTE (SPN-A) :
FOR ALL NEW LANDSCAPE AND HARDSCAPE DESIGN REFER TO LANDSCAPE ARCHITECT DRAWINGS.



NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 51'-2 1/4"

PARKING INTERIORS = 56 UN
PARKING EXTERIORS = 5 UN
PARKINGS = 61 UN

VALET PARKING = 36 UN
TOTAL PARKINGS = 97 UN

68 UN x 2P. = 136 UN.
(INCLUDING H.C. & VISITORS)

N

1 POTENTIAL VALET PARKING LAYOUT
FIRST LEVEL (VALET)
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
6. OPERABLE LOUVERS TO ACCESS STORAGES
7. NEW BREEZEWAY TERRACE LANDSCAPE DESIGN
8. ENLARGED STAIR ENCLOSURE
9. LARGER ELEVATOR ENCLOSURE AFTER MINIMUM ELEVATOR OVERHEAD IMPLEMENTED
10. ADDITIONAL DOORS, PAINTED IN SAME COLOR OF ADJACENT WALLS
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15. GLASS/ALUMINUM GUARDRAIL 44" H.
16. NEW STEPPING BREEZEWAY FRAME
17. FURTHER DETAILS OF THE CANOPY
18. DROP OFF AND REDESIGNED LANSDCAPE
19. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
20. 2' CURB GRASS BLOCK PAVERS
21. VERTICAL STUCCO/PAINTED BUILDING FRAMES- RELOCATED OPEN VIEWS
22. UNDERGROUND PARKING - REMOVED
23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

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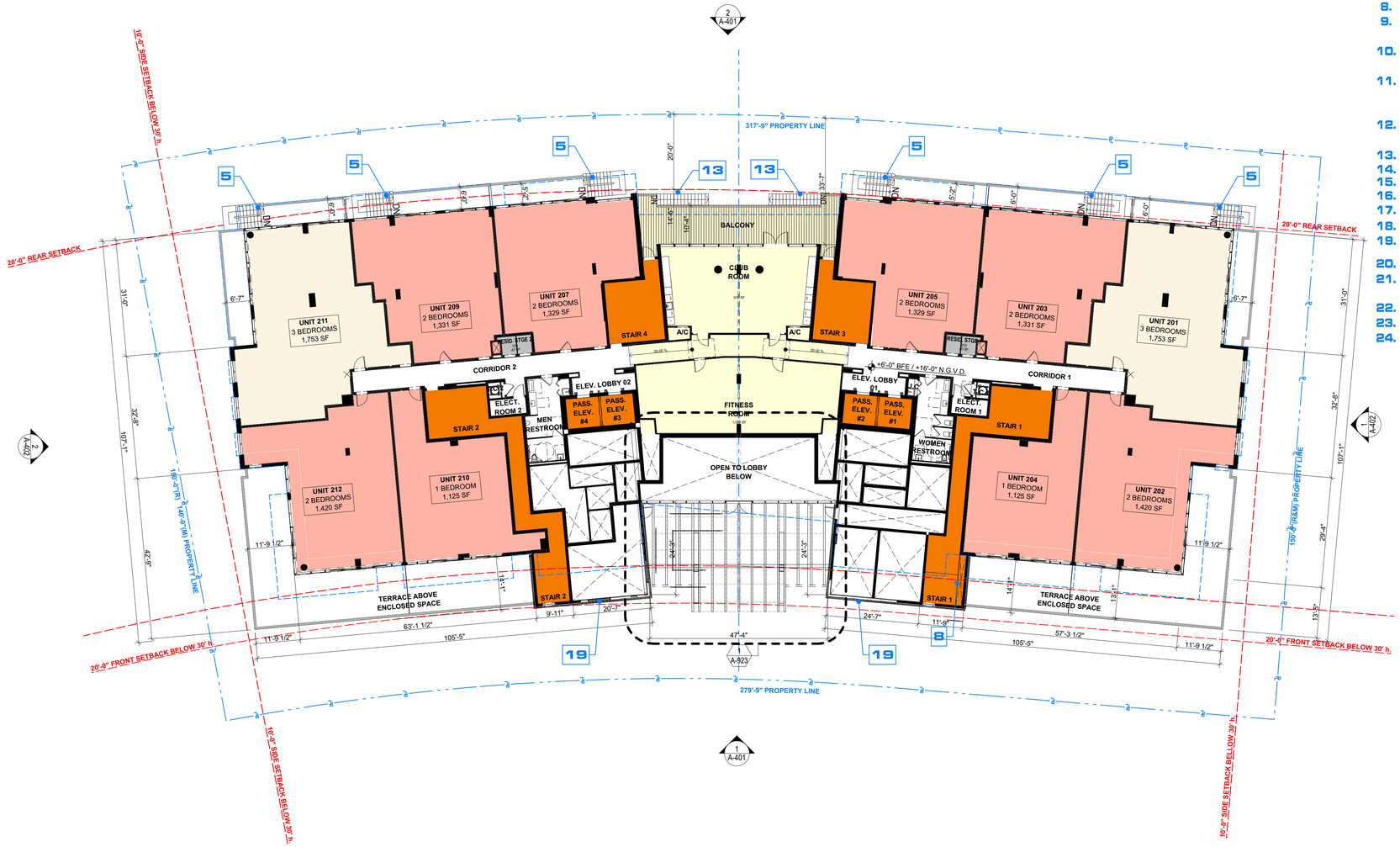
Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
FIRST LEVEL (VALET)

Sheet No.
A-102.2 B



NEW PROPOSAL

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24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

N

1 SECOND LEVEL
SCALE: 1/16" = 1'-0"

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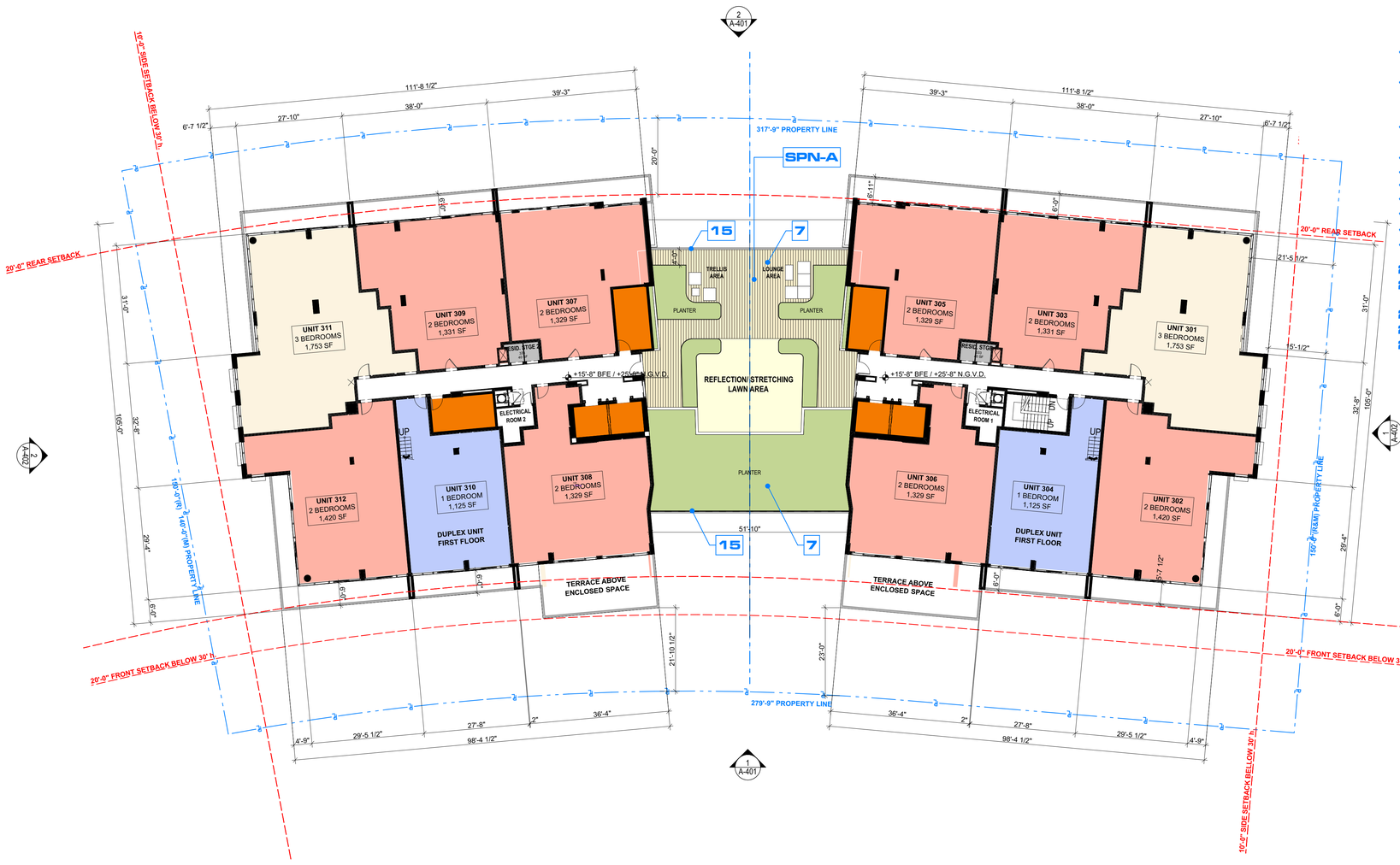
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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
SECOND LEVEL

Sheet No.
A-103.2

SPECIAL NOTE (SPN-A) :
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N

1 THIRD LEVEL
SCALE: 1/16" = 1'-0"

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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
THIRD LEVEL

Sheet No.
A-104.2

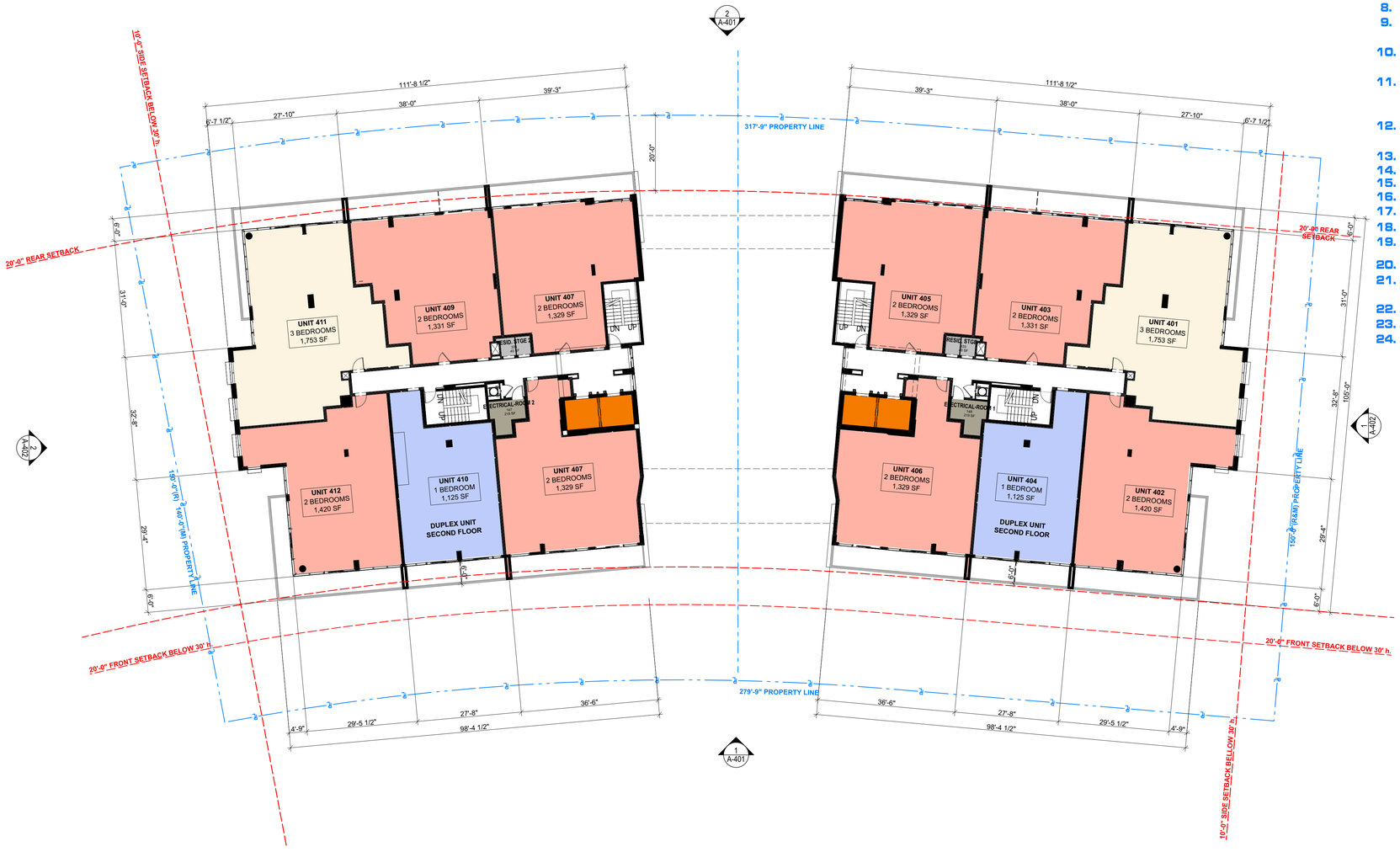
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N

1 FOURTH LEVEL
SCALE: 1/16" = 1'-0"

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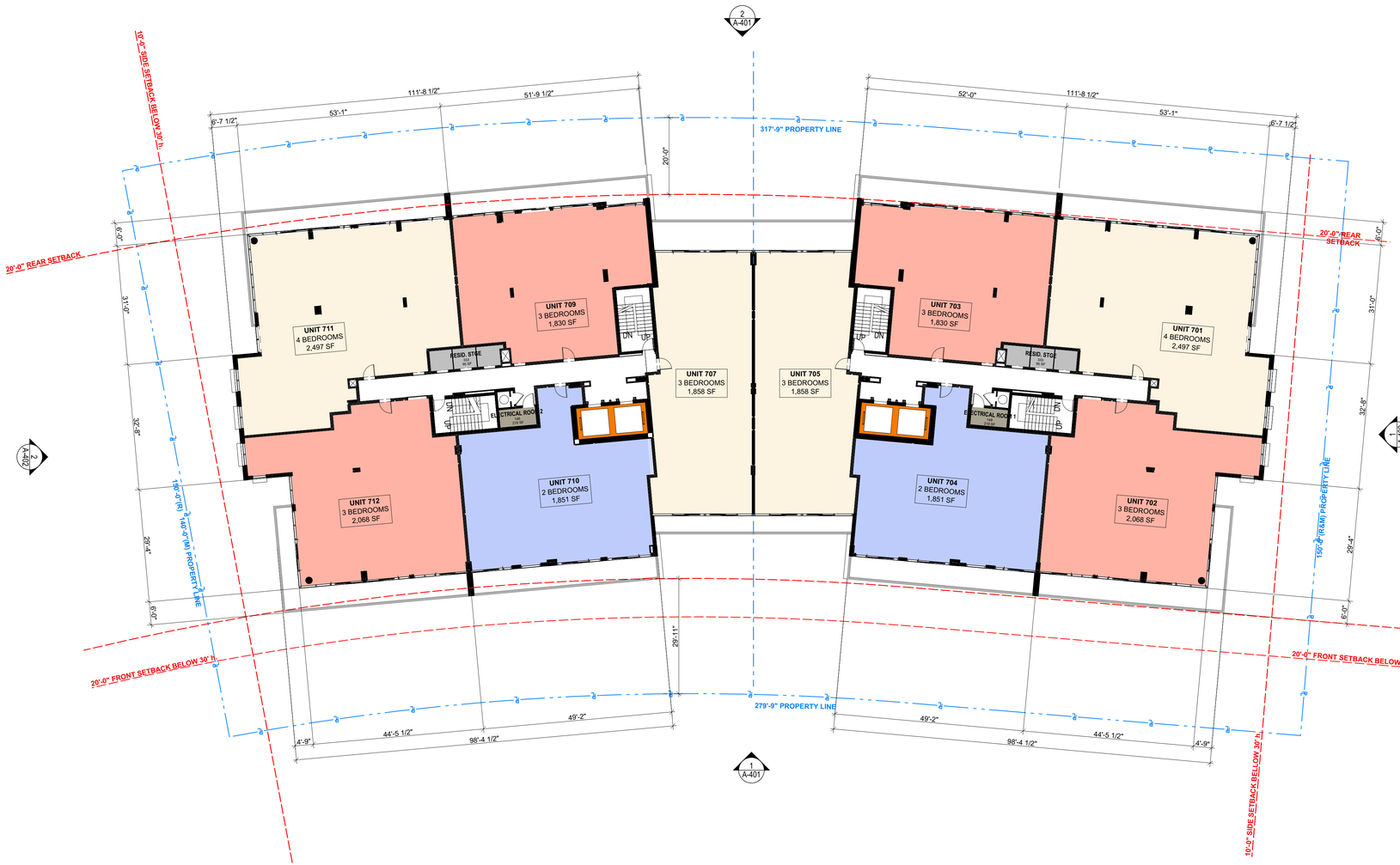
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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No:
2108
SHEET NAME
FOURTH LEVEL

Sheet No.
A-105.2



NEW PROPOSAL

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1 SEVENTH LEVEL
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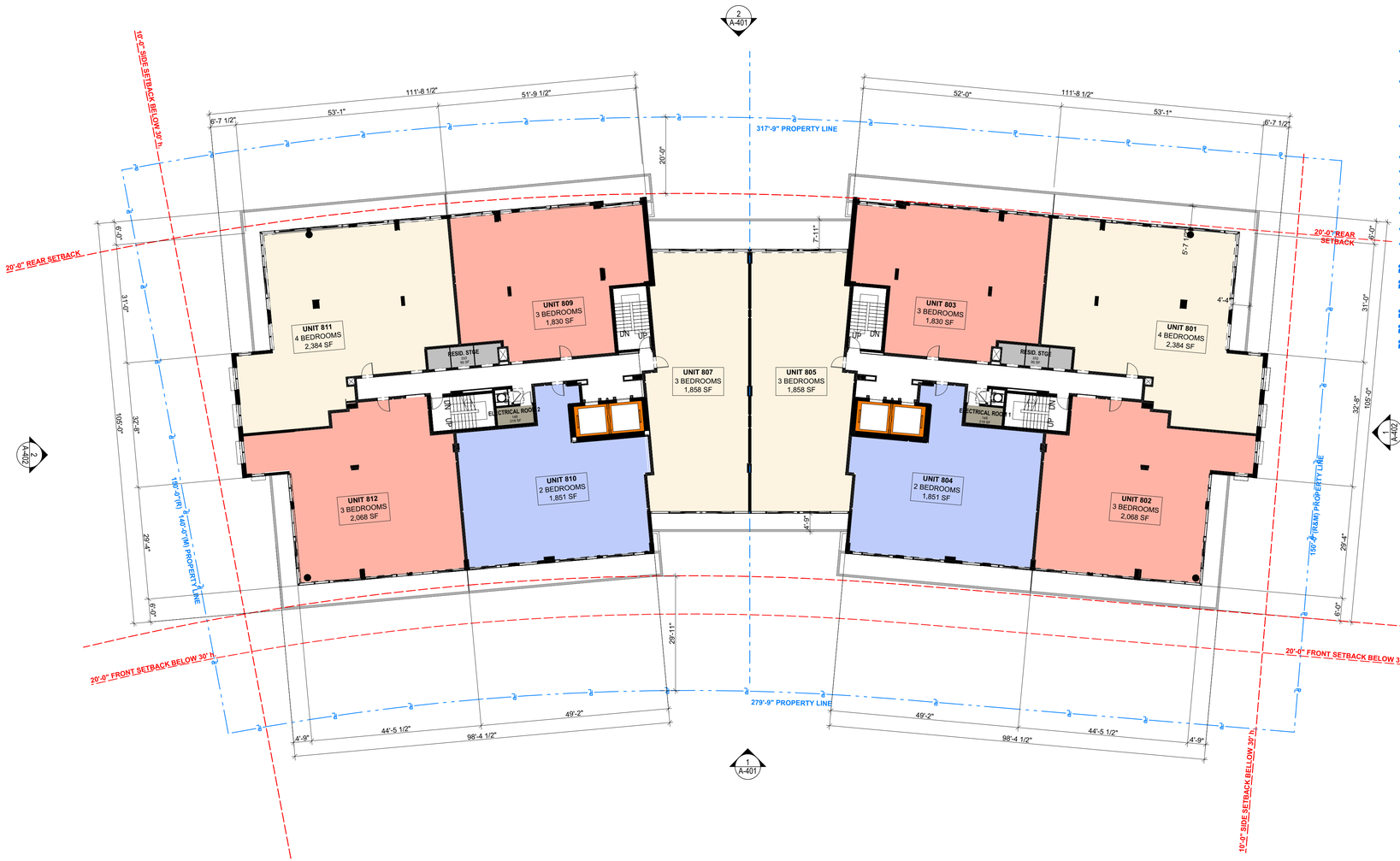
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12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
SEVENTH LEVEL

Sheet No.
A-108.2

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NEW PROPOSAL

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N

1 EIGHTH LEVEL
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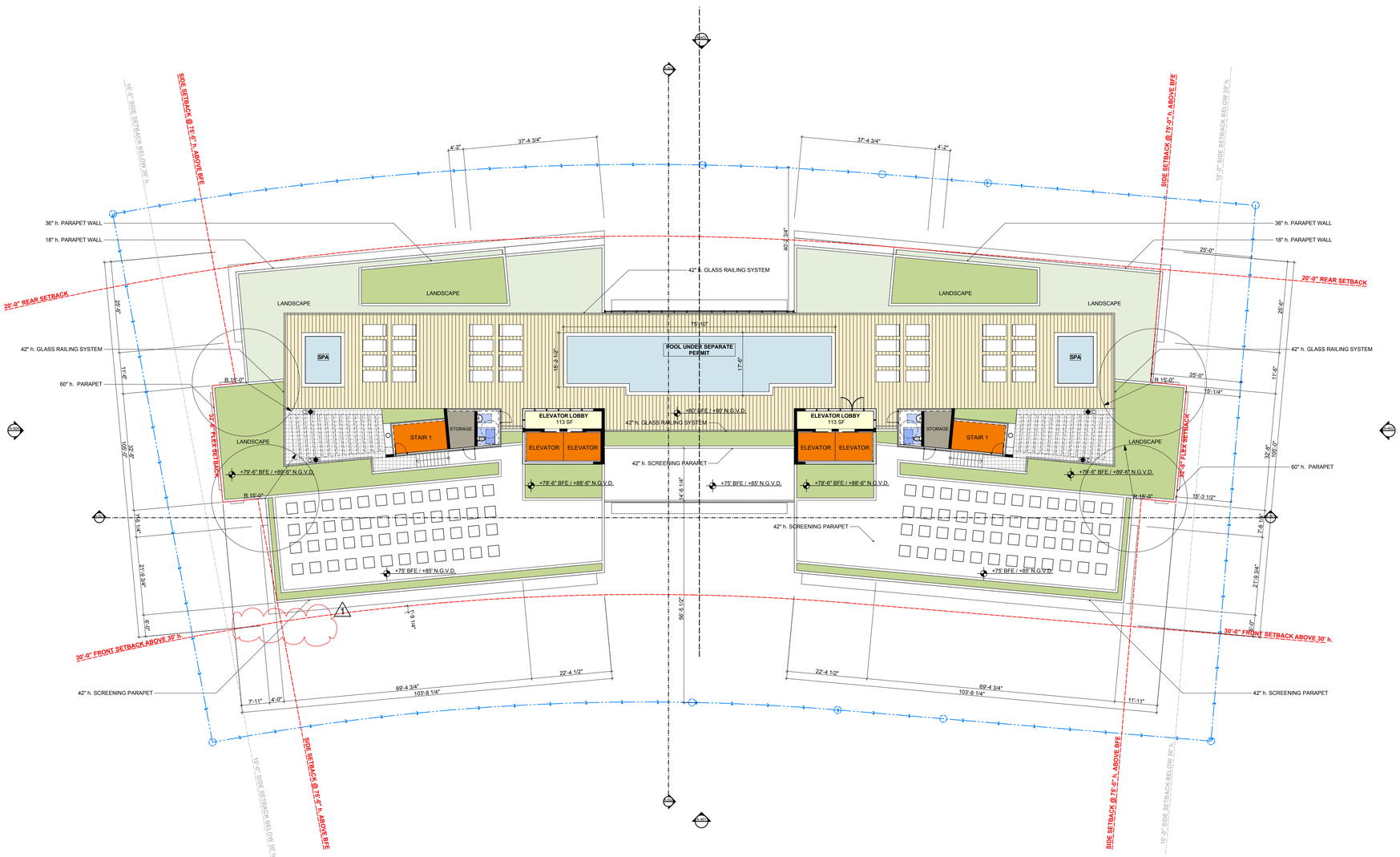
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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
EIGHTH LEVEL

Sheet No.
A-109.2

PREVIOUSLY APPROVED



N

1 ISLAND HOUSE
ROOF LEVEL
SCALE: 1/16" = 1'-0"

ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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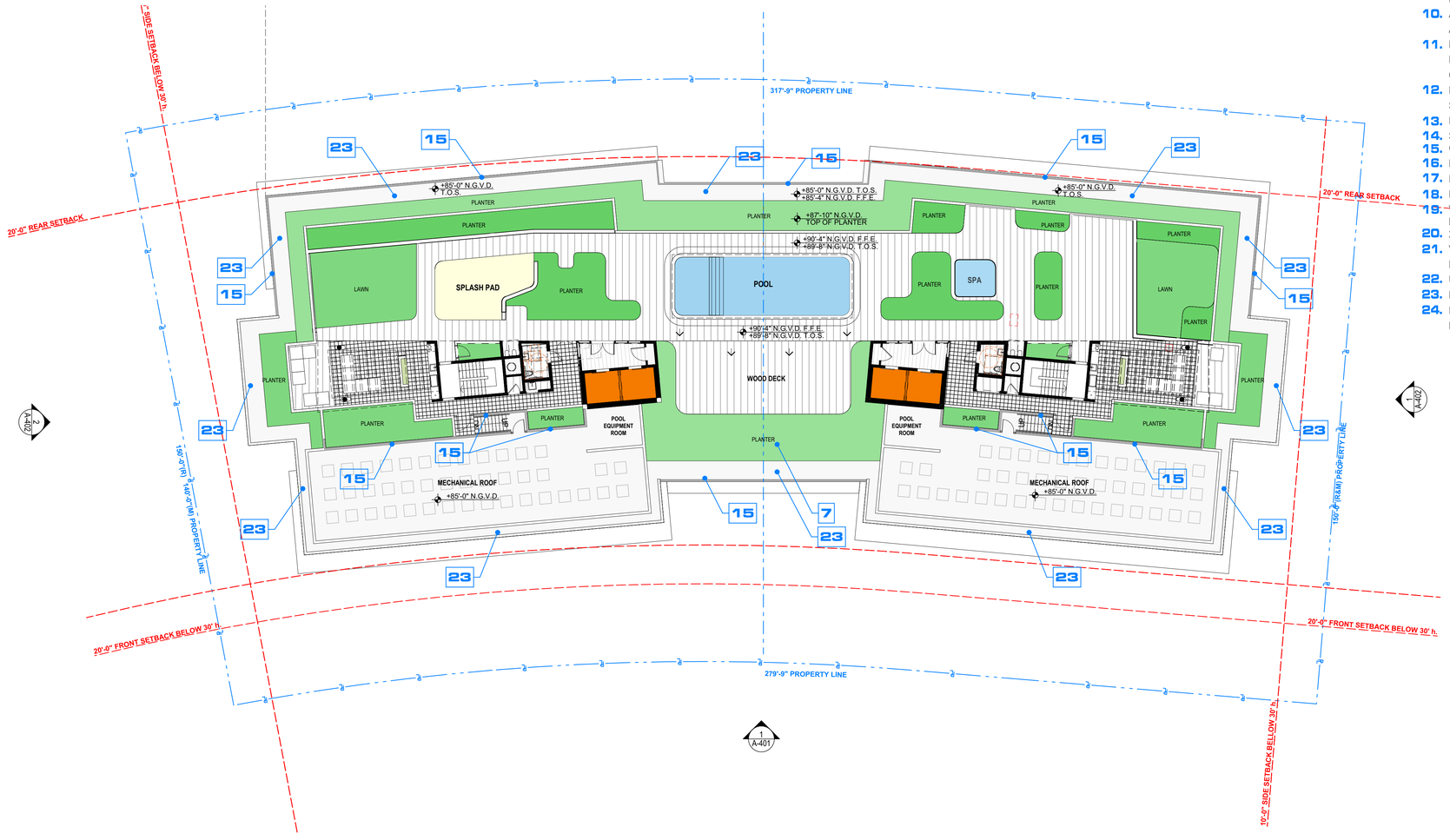
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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
POOL DECK

Sheet No.
A-110.1

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N

1 POOL DECK
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

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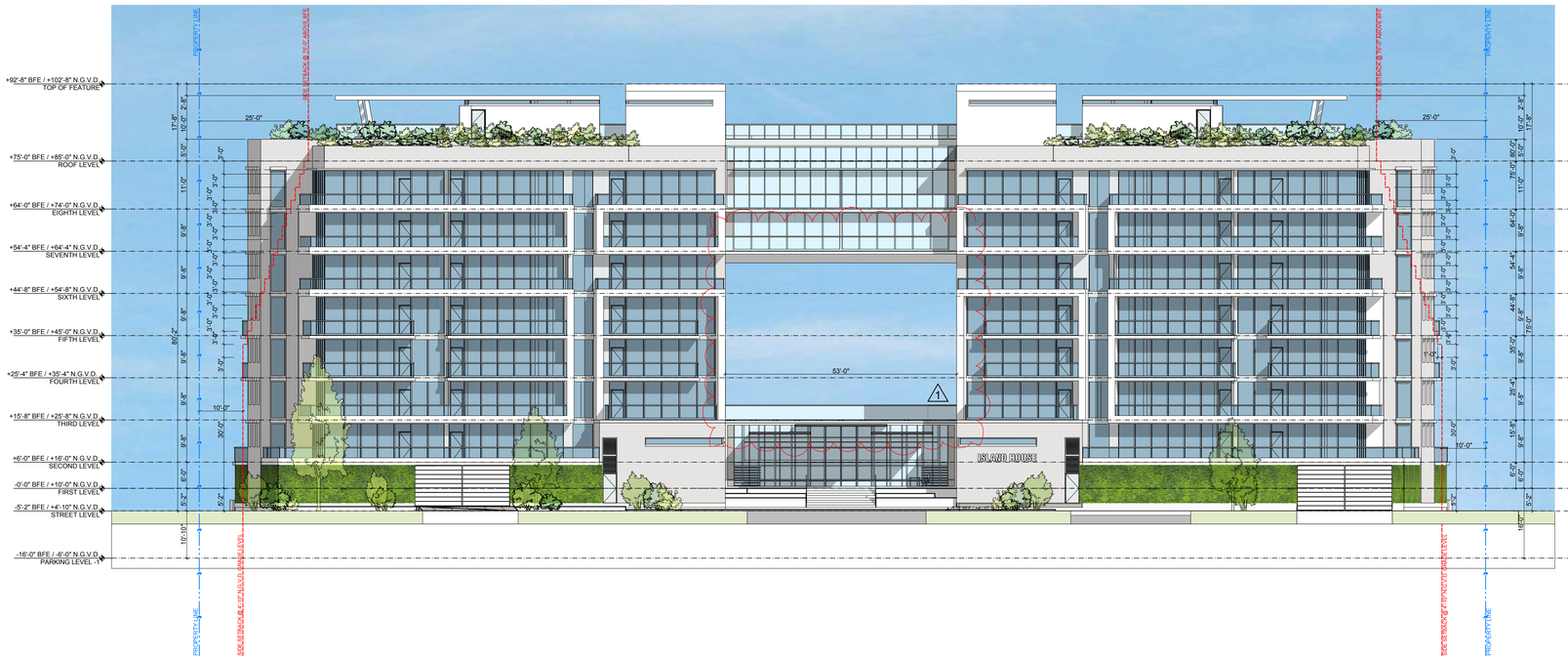
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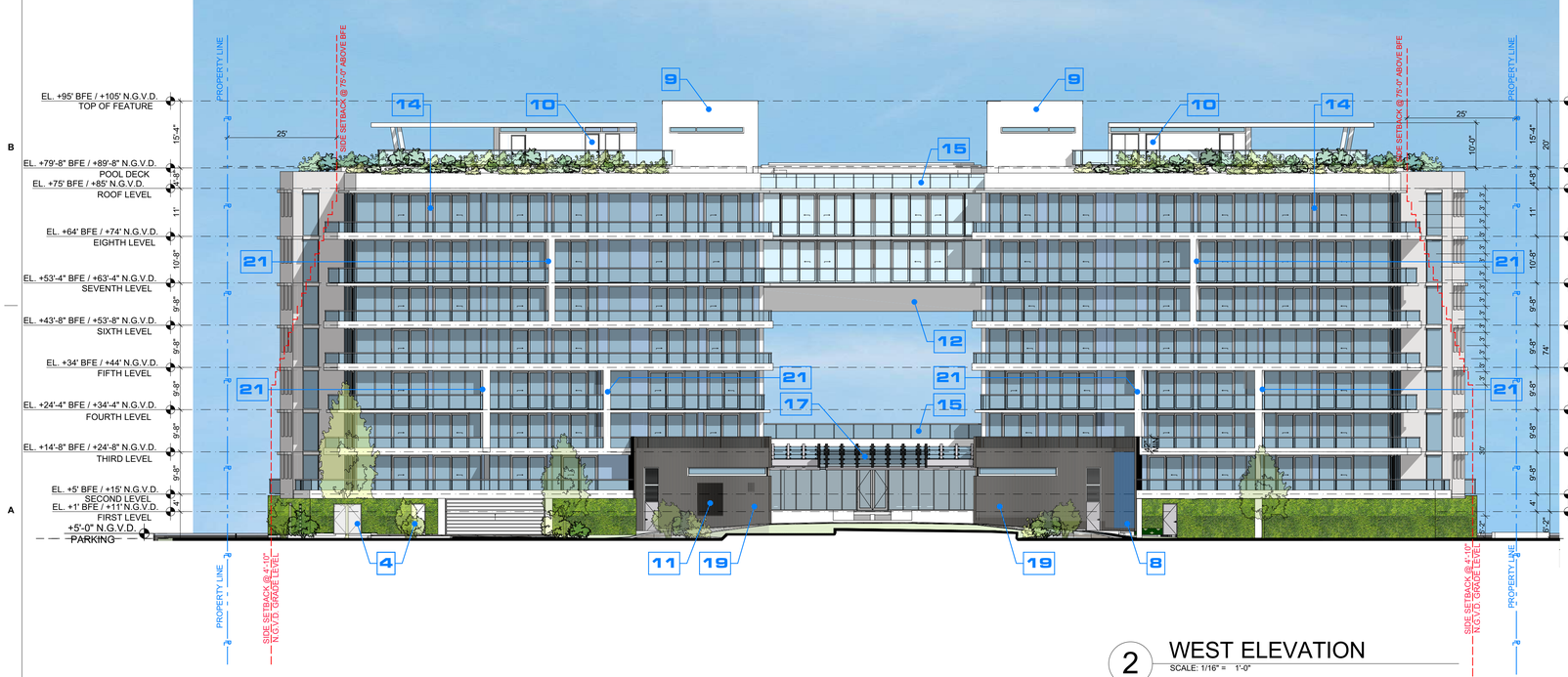
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1 WEST ELEVATION
SCALE 1/16" = 1' - 0"

NEW PROPOSAL



2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
6. OPERABLE LOUVERS TO ACCESS STORAGES
7. NEW BREEZEWAY TERRACE LANDSCAPE DESIGN
8. ENLARGED STAIR ENCLOSURE
9. LARGER ELEVATOR ENCLOSURE AFTER MINIMUM ELEVATOR OVERHEAD IMPLEMENTED
10. ADDITIONAL DOORS, PAINTED IN SAME COLOR OF ADJACENT WALLS
11. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
12. ENLARGED STRUCTURAL BEAMS SYSTEM TO SUPPORT 50 FEET SPAN AT BREEZEWAY
13. EXIT STAIRS AT SECOND FLOOR TO WATERFRONT
14. SPANDREL GLASS
15. GLASS/ALUMINUM GUARDRAIL 44" H.
16. NEW STEPPING BREEZEWAY FRAME
17. FURTHER DETAILS OF THE CANOPY
18. DROP OFF AND REDESIGNED LANSDCAPE
19. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
20. 2' CURB GRASS BLOCK PAVERS
21. VERTICAL STUCCO/PAINTED BUILDING FRAMES- RELOCATED OPEN VIEWS
22. UNDERGROUND PARKING - REMOVED
23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

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Consultant

Luis O. Revuelta
AR-0007972

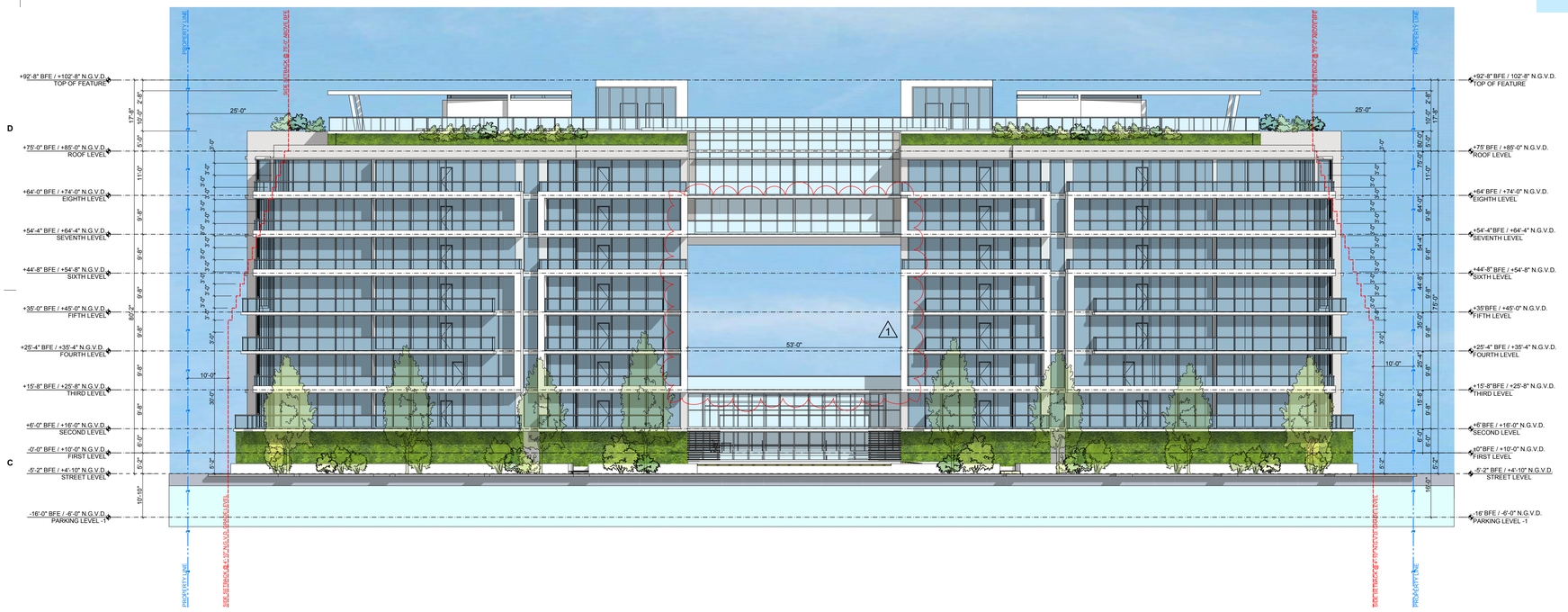
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12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
WEST ELEVATION

Sheet No.
A-401

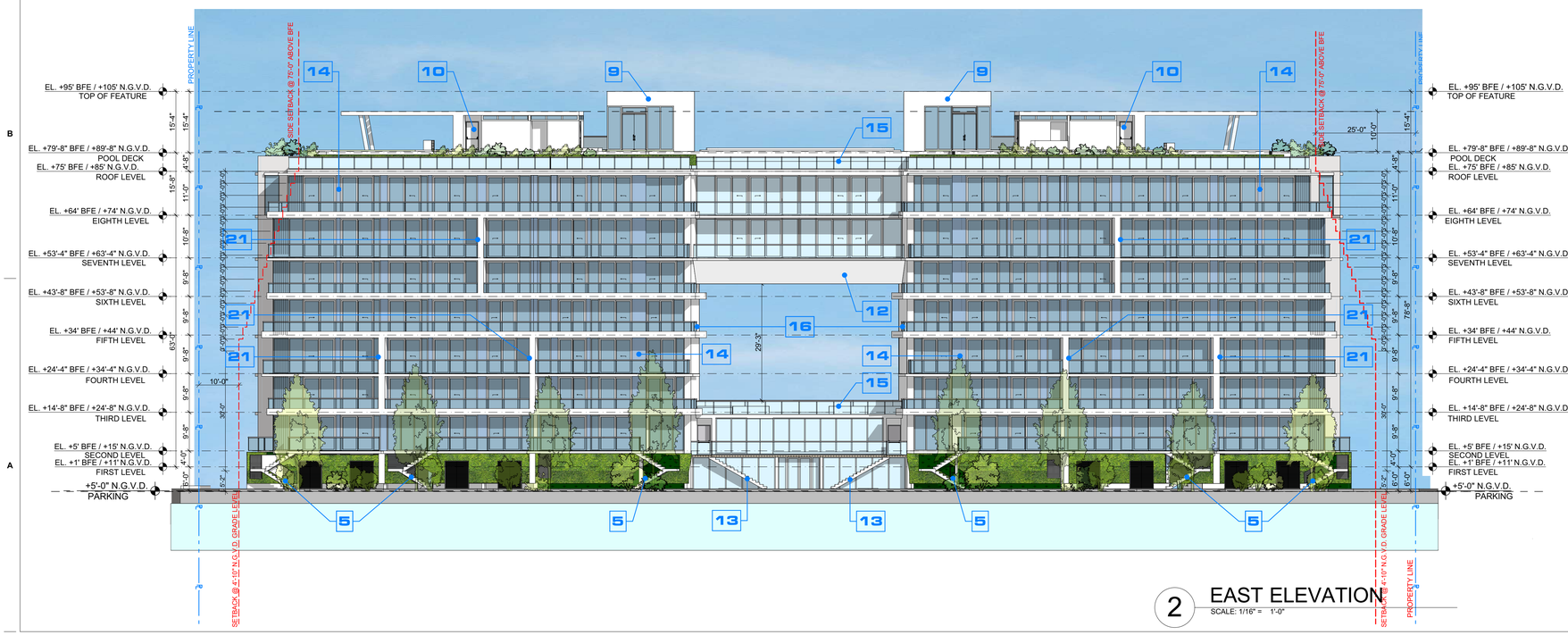
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1 EAST ELEVATION

SCALE: 1/16" = 1'-0"



2 EAST ELEVATION

SCALE: 1/16" = 1'-0"

NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

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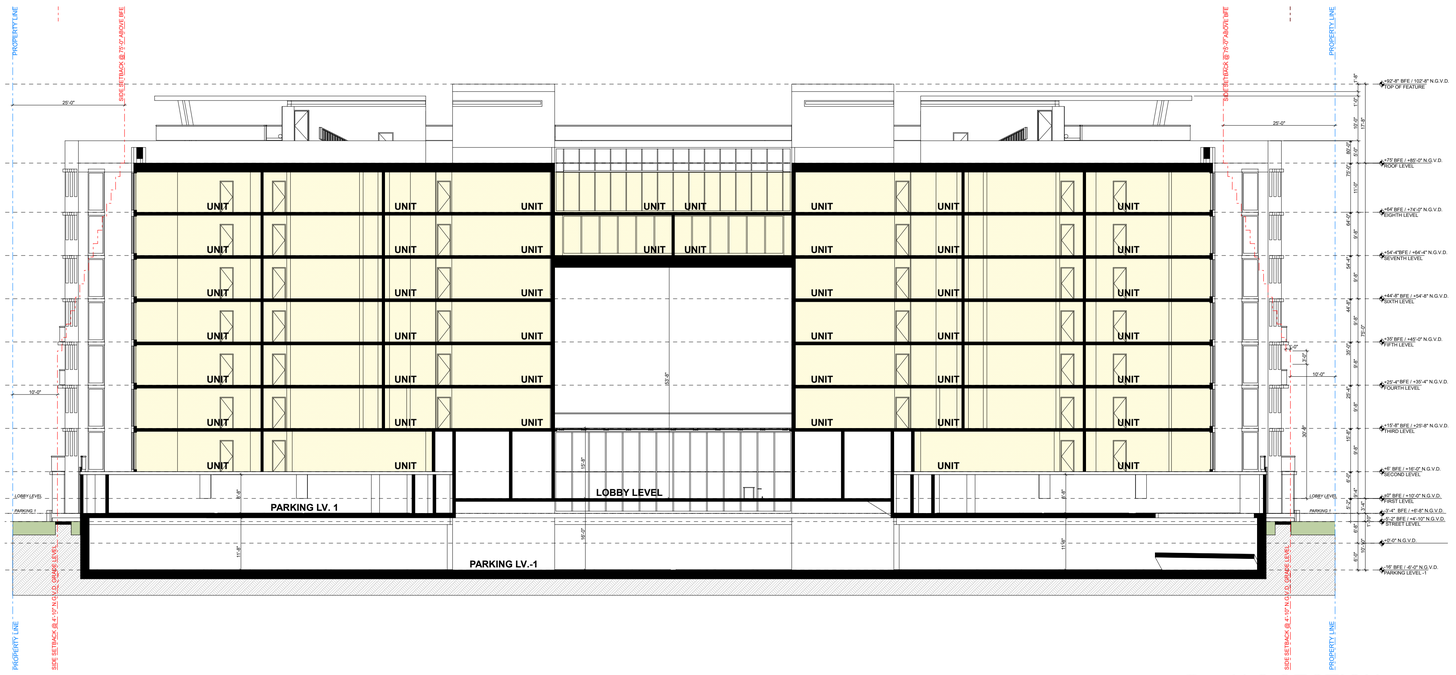
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SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
EAST ELEVATION

Sheet No.
A-402

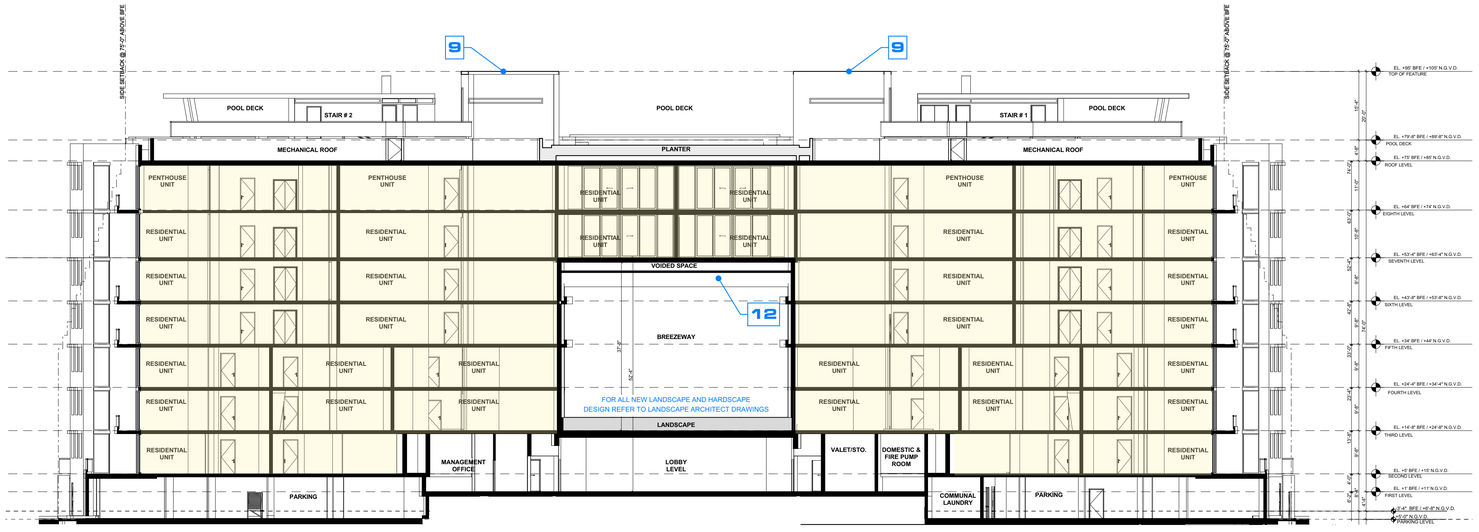
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1 N-S SECTION
SCALE: 1/16" = 1'-0"

NEW PROPOSAL



2 N-S SECTION
SCALE: 1/16" = 1'-0"

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SHEET NAME
N-S SECTION

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1 WEST VIEW



2 WEST VIEW

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SHEET NAME
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EAST VIEW

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RENDERING for BOARD (1)

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1 EAST VIEW



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2 EAST VIEW

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RENDERING

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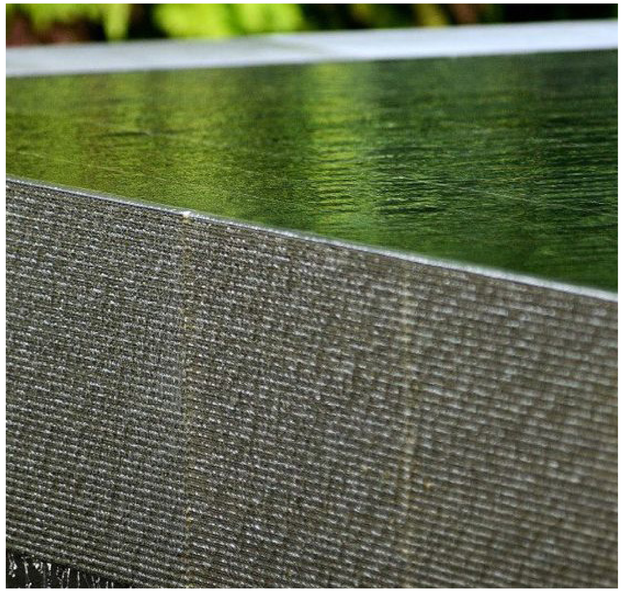
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PROJECT No:
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SHEET NAME
RENDERING for BOARD (1)

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R-001n

LANDSCAPE

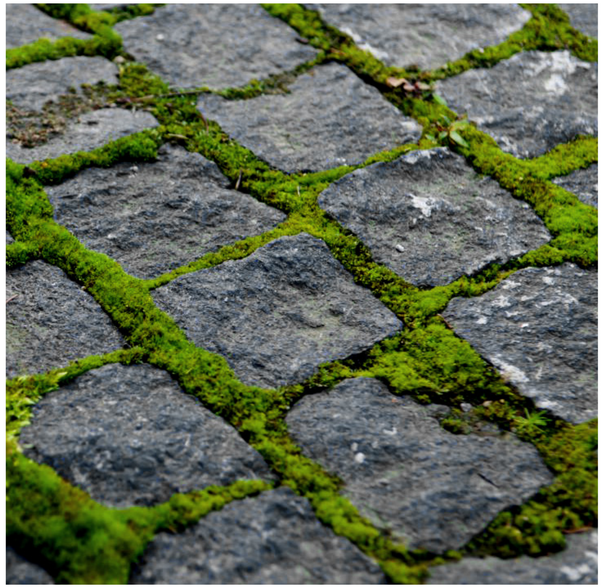
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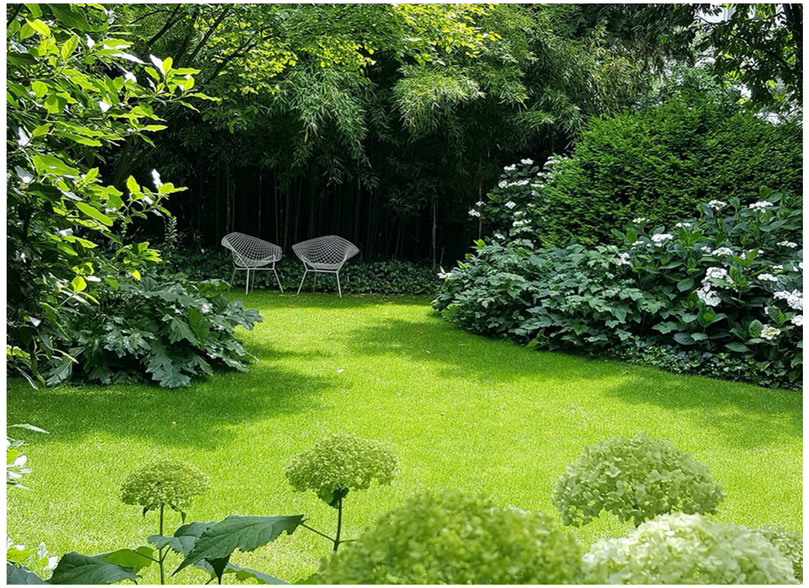












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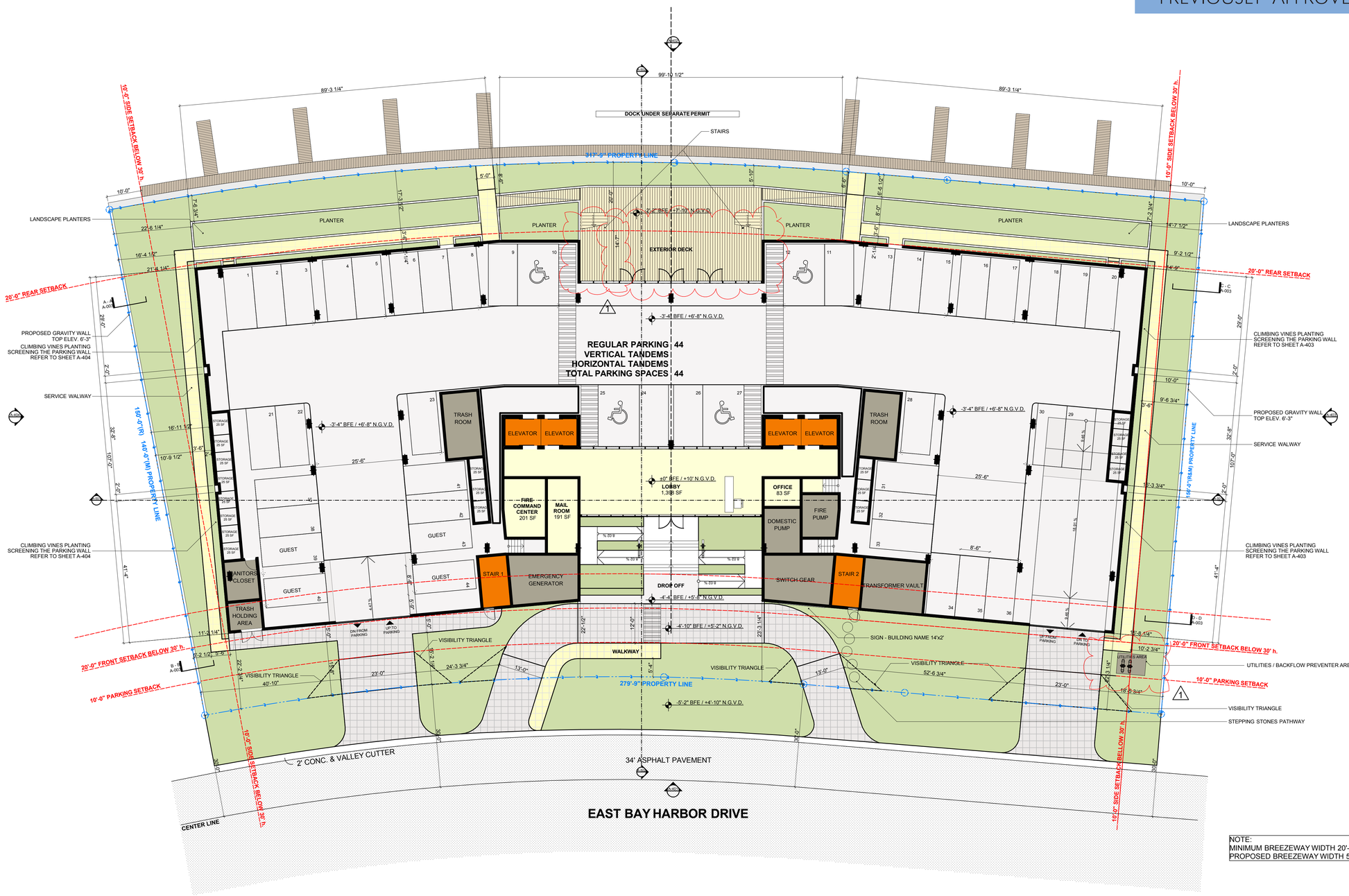
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SHEET NAME
MOOD BOARD
GROUND FLOOR

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L-001

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NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CO
PROPOSED BREEZEWAY WIDTH 53'-0"

N

1 ISLAND HOUSE
FIRST LEVEL
SCALE: 1/16" = 1'-0"

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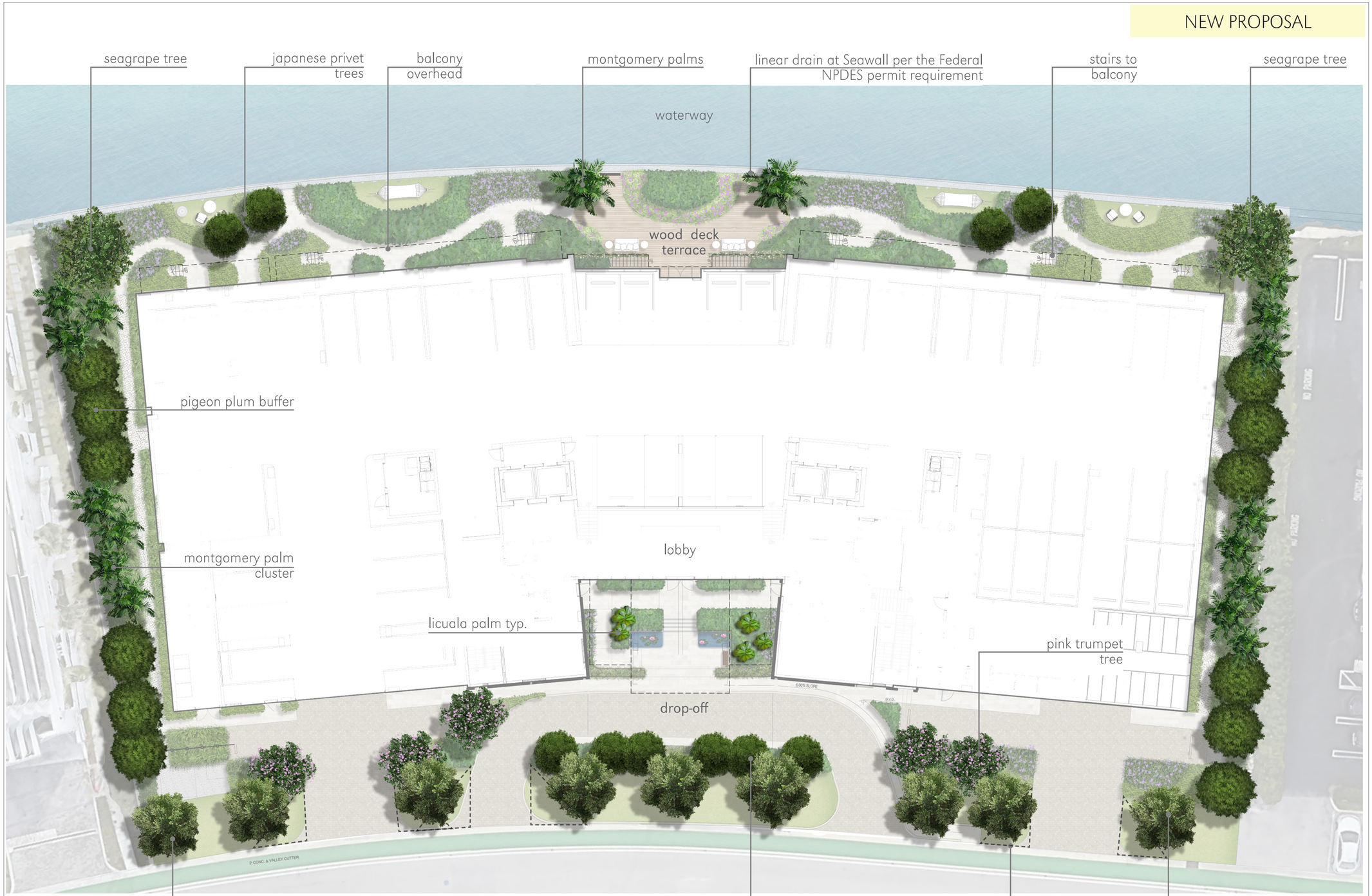
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SHEET NAME
CANOPY PLAN
GROUND FLOOR

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SHEET NAME
UNDERSTORY PLAN
GROUND FLOOR

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L-002.3

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NEW PROPOSAL

TREES



Pink Trumpet Tree
Tabebuia heterophylla



Seagrape — Native
Coccoloba uvifera



Pigeon Plum — Native
Coccoloba diversifolia



Japanese Privet
Ligustrum japonicum

STREET TREE



Orange Geiger Tree — Native
Cordia sebestena

PALMS



Montgomery Palm
Veitchia montgomeryana

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun — partial shade — shade

Florida Native

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SCALE
Scale: N/A

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SHEET NAME
PLANT BOARD
GROUND FLOOR

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L-003

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NEW PROPOSAL

TREES IN POT



Calamondin Orange
Citrus × Citrofortunella microcarpa

LARGE SHRUBS / ACCENTS



Simpson Stopper
Myrcianthes fragrans
Native



Elephant Ear
Alocasia adora



Swiss Cheese Plant
Monstera deliciosa



Licuala Palm
Licuala grandis



Philodendron Burle Marx
Philodendron 'Burle Marx'

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun · partial shade · shade

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MA21108
SHEET NAME
PLANT BOARD
GROUND FLOOR
Sheet No.
L-004

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NEW PROPOSAL

SHRUBS / GROUNDCOVERS



Giant Apostle Iris
Neomarica caerulea regina



Macho Fern
Nephrolepia biserrata



Lily Turf
Liriope muscari

SHRUBS / GROUNDCOVERS



Ground Orchid
Spathoglottis plicata



Green Island Ficus
Ficus microcarpa



Wart Fern
Microsorum scolopendrium

VINES



Madagascar Jasmine
Stephanotis floribunda

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun · partial shade · shade

Florida Native

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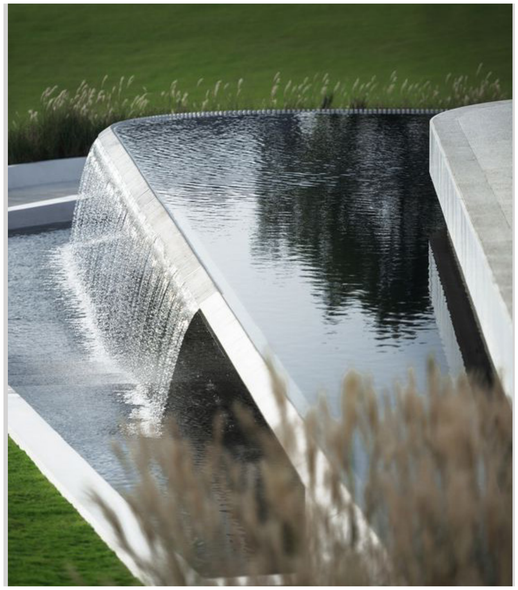
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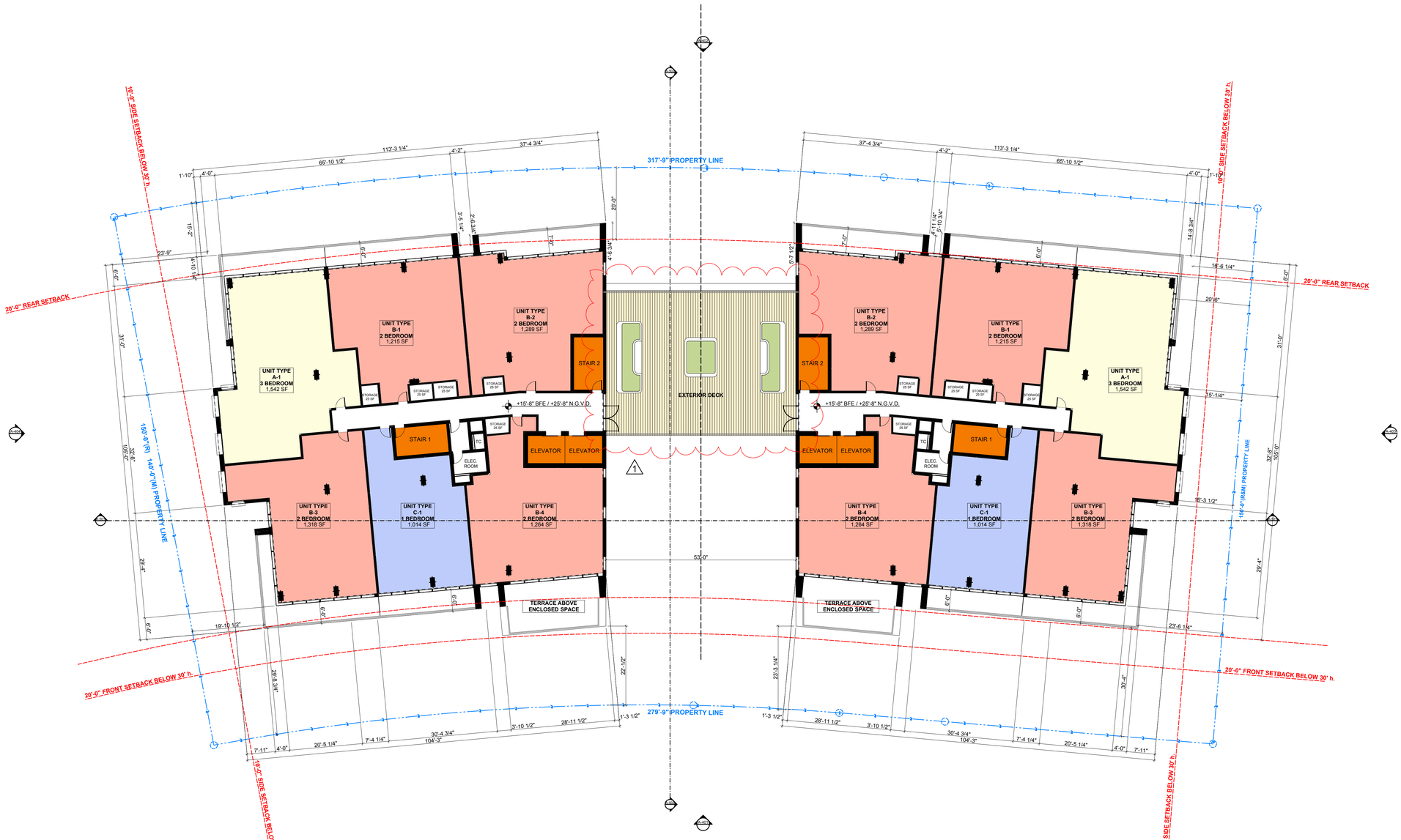
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SHEET NAME
MOOD BOARD
LEVEL 3

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UNDERSTORY PLAN
LEVEL 3

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NEW PROPOSAL

TREES



Japanese Privet
Ligustrum japonicum

TREES IN POT



Pineapple Guava
Feijoa sellowiana

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun · partial shade · shade

Florida Native

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NEW PROPOSAL

LARGE SHRUBS



Dracaena
Dracaena reflexa 'song of jamaica'

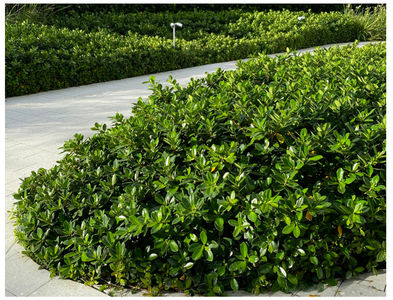


Orange Jasmine
Murraya paniculata

SHRUBS / GROUNDCOVERS



Giant Apostle Iris
Neomarica caerulea regina



Green Island Ficus
Ficus microcarpa

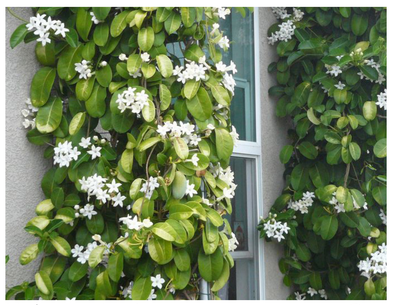


Lily Turf
Liriope muscari



Blue Daze
Evolvulus glomeratus

VINES



Madagascar Jasmine
Stephanotis floribunda

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun partial shade shade

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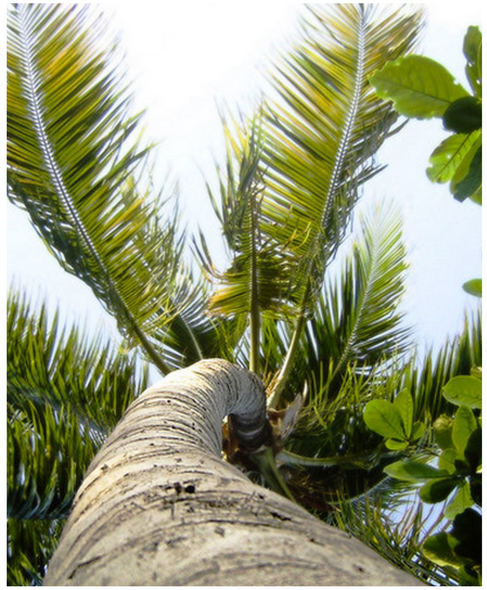
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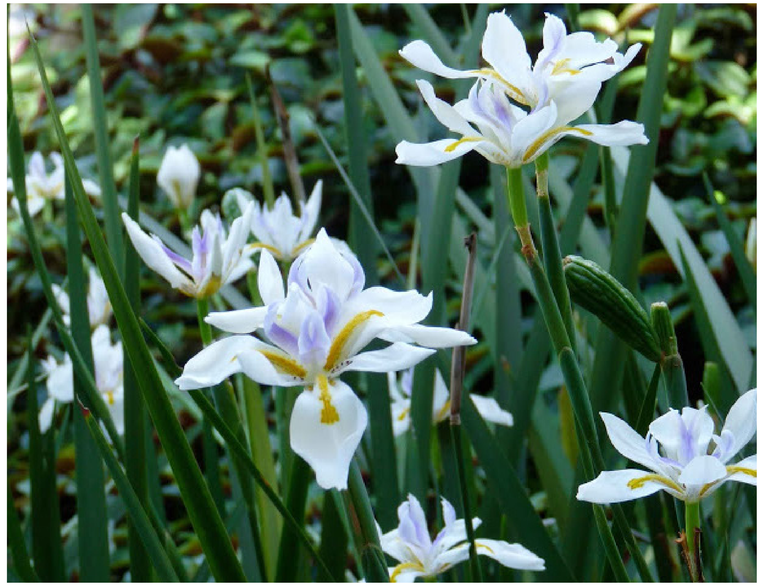
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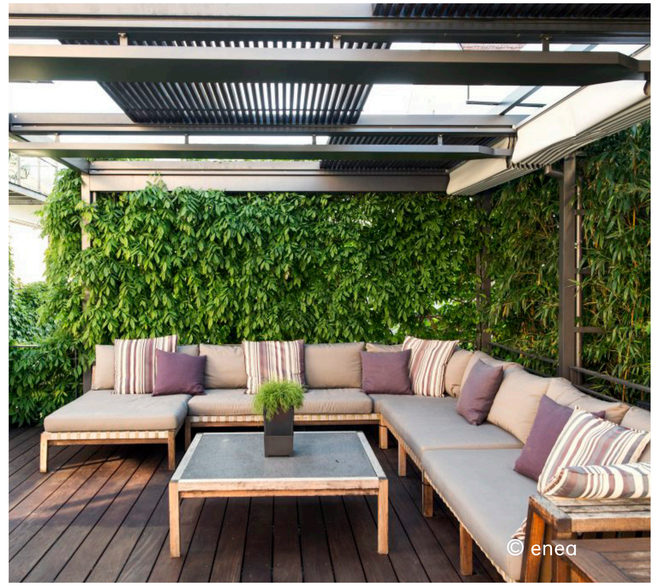












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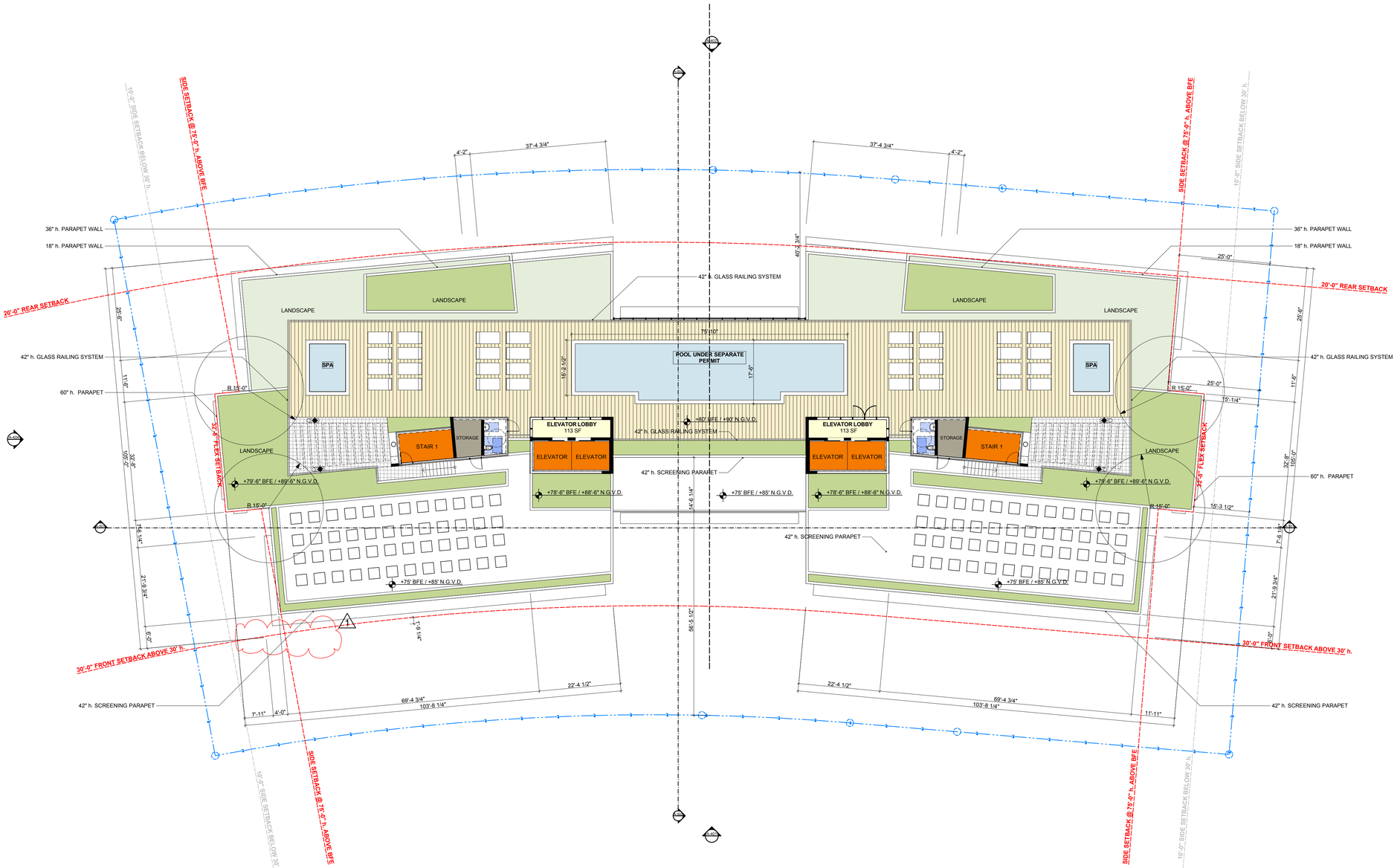
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MOOD BOARD
ROOFTOP

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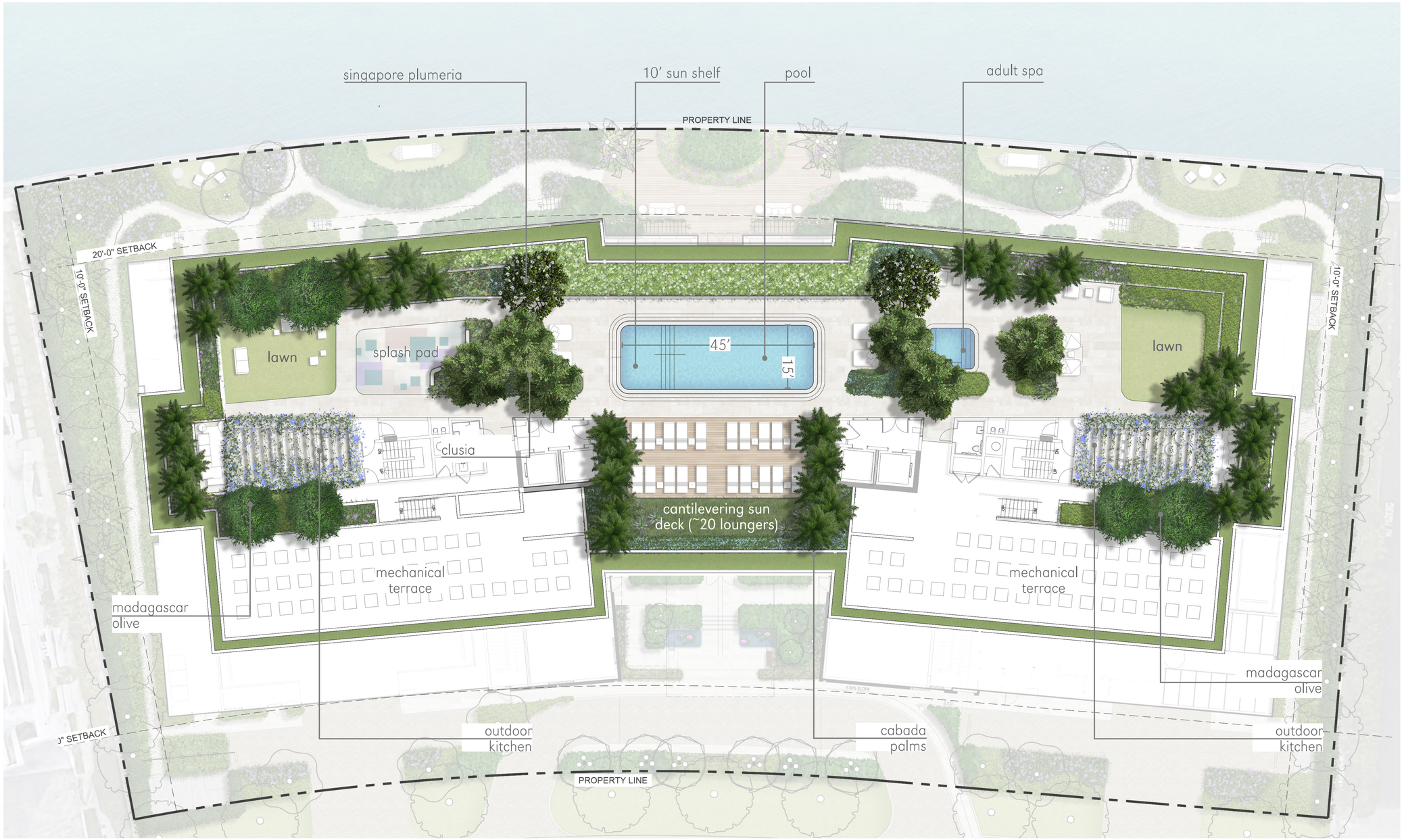
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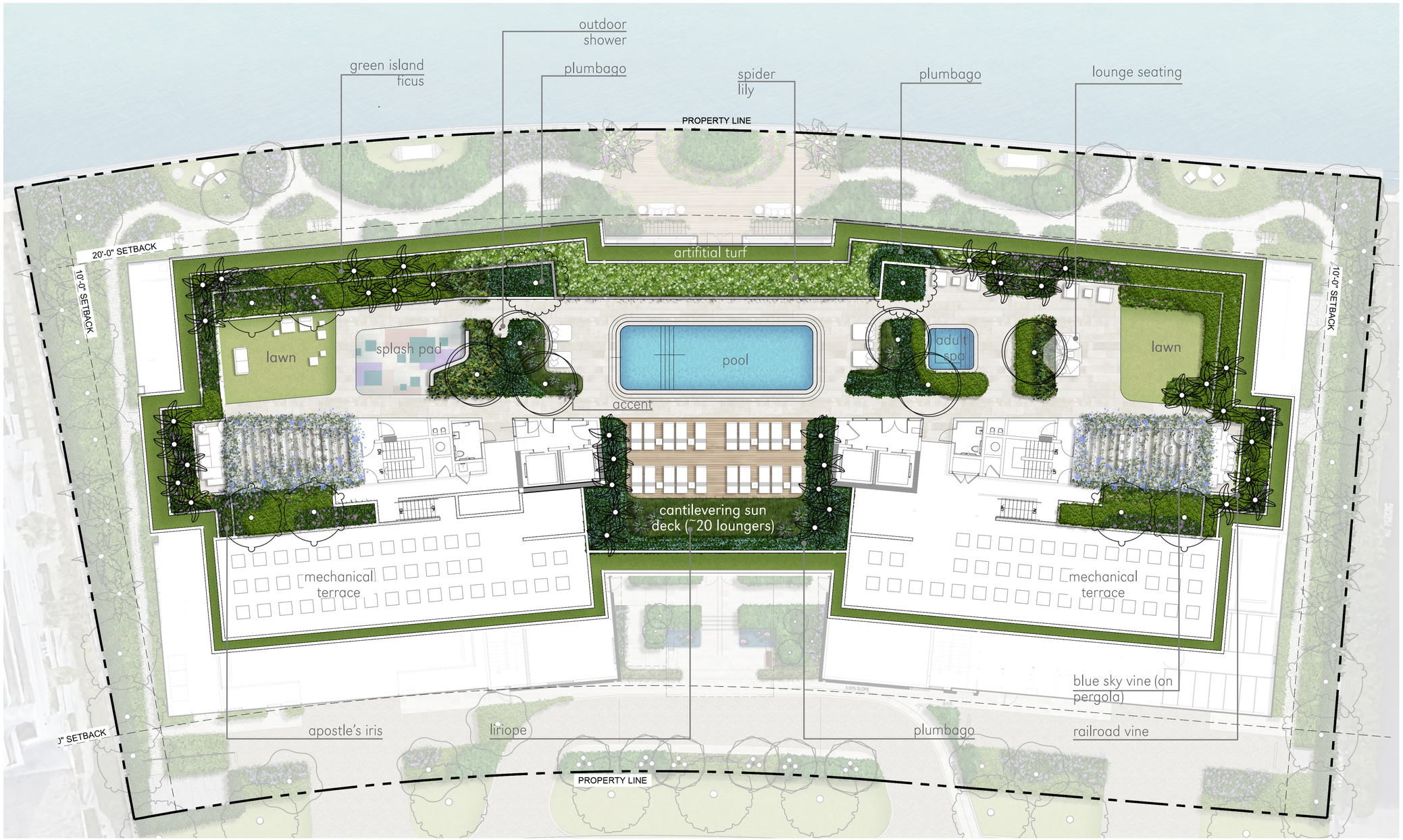
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LEVEL 9 ROOFTOP

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NEW PROPOSAL

TREES



Pitch Apple
Clusia rosea
Native



Frangipani 'White Singapore'
Plumeria obtusa 'Singapore White'



Madagascar Olive
Noronhia emarginata

PALMS



Cabada Palm
Dypsis cabadae

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun partial shade shade

Florida Native

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NEW PROPOSAL

SHRUBS / GROUNDCOVERS



Elephant Ear
Alocasia adora



Plumbago
Plumbago auriculata



Spider Lily — Native
Hymenocallis latifolia

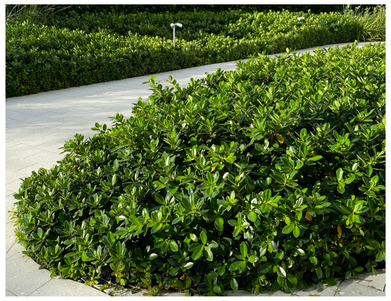


Giant Apostle Iris
Neomarica caerulea regina



Lily Turf
Liriope muscari

SHRUBS / GROUNDCOVERS



Green Island Ficus
Ficus microcarpa

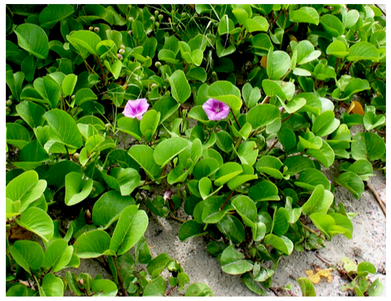


Blue Tango Bromeliad
Aechmea 'Blue Tango'

VINES



Blue Sky Vine
Thunbergia grandiflora



Railroad vine — Native
Ipomoea pes-caprae

LEGEND

yearly blooming chart

jan feb mar apr may jun jul aug sep oct nov dec

light range

full sun — partial shade — shade

Florida Native

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9201 East Bay Harbor Dr.
Bay Harbour Islands, Fl 33154

Revisions

Owner Information

CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, Fl 33154

305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
1/3/2022
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
RENDERING

Sheet No.
R-004n

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The Contractor Will Check And Verify All Dimensions And Conditions On The Job And Report Any Discrepancies To The Architect Before Commencing Work. Drawings Not to be Scaled.
File: BIMcloud: RAI - BIM Cloud 24_1 - BIMcloud Basic for ARCHICAD 24/2108_LA BAIA/2108_LA BAIA UNITS - By: Last saved by:- Date: 1/3/2022



1 KIDS PLAY AREA - POOL DECK

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Project

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NEW PROPOSAL



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REG No. LC26000339

FOR THE FIRM:
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

DATE
12/14/2021

SCALE
Scale: N.T.S.

PROJECT No.
MA21108

SHEET NAME
WEST ELEVATION

Sheet No.
L-014.2

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Project

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REG.No: LC26000339

FOR THE FIRM:_____
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

DATE
12/14/2021

SCALE
Scale: N.T.S.

PROJECT No.
MA21108

SHEET NAME
EAST ELEVATION

Sheet No.
L-015.2

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PREVIOUSLY APPROVED

LANDSCAPE LEGEND (This information to be permanently affixed to the plan.)

Zoning District: RM-1 | Net Lot Area: 1.03 (acres) | 45,001 (square feet)

		REQUIRED	PROVIDED
OPEN SPACE REQUIREMENTS			
A.	Square feet of open space required by Chapter 33, as indicated on site plan:	9,000	11,806
	Net Lot area = 45,001 square feet x 20 % = 9,000 square feet		
B.	Square feet of parking lot open space required by Chapter 18A, as indicated on site plan:	-	-
	The number of parking spaces 0 x 10 square feet per parking space =		
C.	Total square feet of landscaped open space required by Chapter 33 = A+B=	9,000	11,806
LAWN AREA CALCULATION		**REQUIRED**	**PROVIDED**
A.	Total square feet of landscape open space required by Chapter 33 =	9,000	
B.	Maximum lawn area (St. Augustine sod) permitted = 20 % = 1,800 square feet =	2,360	2,360
TREES		**REQUIRED**	**PROVIDED**
A.	The number of trees required per net lot acre		
	= 28 trees x net lot acreage =		
	TOTAL SITE TREES REQUIRED	29	34
	less the existing number of trees that meet the minimum requirements (minus)	-	
	TOTAL NEW SITE TREES REQUIRED	29	34
B.	Street trees (max. average spacing of 35' o.c.): 230 linear feet along street / 35 =	7	10
	Palms as street trees (max. average spacing of 25 0 linear feet along street / 25 =	-	0
	Street trees located directly beneath power lines (Max. average spacing 25' o.c.):		
	linear feet along street / 25 =	-	0
	TOTAL STREET TREES REQUIRED	7	7
	GRAND TOTAL TREES REQUIRED	36	43
	GRAND TOTAL NEW TREES REQUIRED	36	43
C.	25% palm species allowed (three palms = one tree) Palms provided =	21	40
D.	Percentage of native trees required = number of trees provided x 50% =	18	23
E.	Percentage of drought tolerant trees required = number of trees provided x 50% =	18	23
SHRUBS		**REQUIRED**	**PROVIDED**
A.	The total number of trees required x 10 = the number of shrubs required	360	1801
B.	The total number of trees required x 30% = the number of native shrubs required	108	508

IRRIGATION: Required by Chapter 33. Auto Irrigation [X] or hose bib [ ] provided.

TREE LEGEND

SYMBOL USED ON PLAN			PLANT NAME		NATIVE SPECIES		HEIGHT		CANOPY DIAMETER	QUANTITY (as trees)
Symbol	New	Existing	Scientific	Common	Yes	No	Installed	Estimated at maturity*	Estimated at maturity*	
COER	16		Conocarpus erectus	Green Buttonwood	X		16'	30'	20'	16
LIJA	11		Livistonia japonica	Japanese Privet		X	12'	14'	14'	11
Street Trees(TBD)	7		To Be Determined by City		X		16'	30'	26'	7
PHDA	10		Phoenix dactylifera	Date Palm		X	26'	50'	16'	3
PHRE	3		Phoenix reclinata	Senegal Date Palm		X	16'	30'	20'	1
PHRO	13		Phoenix roebellini	Pygmy Date Palm		X	8'	14'	8'	4
RAMA	4		Ravanela madagascariensis	Traveler's Palm		X	14'	30'	10'	1
									TOTAL	43

Required Tree Sizes for 5+ Story Building	Required	Provided
50% Trees @ 16'-18' x 7' or Palms @ 22'-28'	23	33
25% Trees @ 18'-20' x 7' or Palms @ 22'-28'	10	14
25% Trees @ 12' x 5' (min req.) or Palms @ 14'-18'	10	51

NEW PROPOSAL

Town of Bay Harbor Islands
Landscape Code (Sec. 24-16) Requirements Legend (Worksheet)

Multi-Family Residential – Townhouse Sites (RM-1, RM-2, RM-3)

Site Address 9201 E Bay Harbor Dr.

Net Lot Area 1.03 **Acres /** 45,001 **SF**

	Required	Previously Approved (2016 PZB Plans)	Provided
A. Open Space Requirement Net Lot Area = 45,001 SF x 20% = 9,000 SF	20% / 9,000 SF	26 % / 11,806 SF	22.5% / 10,112 SF
B. Maximum Lawn Area Allowed**** Req. open space 9,000 SF x 60% = 5,400 SF	60% Max / 5,400 SF	44 % / 2,360 SF	5% 489 SF
C. Shade Trees Required*			
1. 28 trees/acre: 28 x 1.03 acres = 29	29	34	34
2. Native Species Required - 50% # of Trees req. 29 x 50% = 15	15	23	23
3. Drought Tolerant and Low Maintenance Species Require – 50% # of Trees req. 29 x 50% = 15	15	23	23
D. Street Trees Required**	**Required**	**Provided**	
Measured @ 1:35 lineal feet of frontage Width of lot 279 / 35' = 8 **Note**: Street trees do not count toward required on-site lot trees. **Note**: Street tree species determined by Town Street Tree Master Plan.	8	10	9
E. Shrubs Required***			
1. 10 shrubs / required trees	290	1,801	2,830
2. Native Species Required - 30%	87	508	644
3. Drought Tolerant and Low Maintenance Species Require – 50%	145	-	530

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	12	Coccoloba diversifolia	Pigeon Plum	FG, B&B	4" min.	16` - 18`	7` min.	YES		STANDARD
	2	Coccoloba uvifera	Sea Grape	FG, B&B	4" min.	16` - 18`	7` min.	YES		CHARACTER TREE
	10	Ligustrum japonicum	Japanese Privet	200 gal.		14`	13` - 14`	NO		MULTI-TRUNK W/ CLEAR TRUNK
	5	Tabebuia heterophylla	Pink Tabebuia	FG, B&B	6" min.	18` - 20`	14`	NO		
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	5	Licuala grandis	Licuala Palm	45 gal.		6`	8` OA	NO		SPECIMEN
	15	Veitchia montgomeryana	Montgomery Palm	FG, B&B		26` O.A.	15`	NO		DOUBLE TRUNK
	2	Veitchia montgomeryana	Montgomery Palm	FG, B&B		26` O.A.	15`	NO		TRIPLE TRUNK
STREET TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	9	Cordia sebestena	Orange Geiger Tree	FG, B&B	3" min.	15`	10`	YES		STREET TREE, 6'-6" CT

Required Tree Sizes for 5+ Story Building		
	Required	Provided
50% Trees @ 16'-18' x 7' or Palms @ 22'-28'	15*	16
25% Trees @ 18'-20' x 7' or Palms @ 22'-28'	7*	20
25% Trees @ 12' x 5' (min req.) or Palms @ 14'-18'	7*	10
* calculations based on 29 trees required per Landscape Code (Sec. 24-16)		

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FOR THE FIRM:
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

DATE
12/14/2021

SCALE
Scale: N/A

PROJECT No.
MA21108

SHEET NAME
LANDSCAPE LEGEND COMPARISON

Sheet No.
L-019

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THANK YOU



BACK-LOT

INDEX SHEET

ARCHITECTURAL

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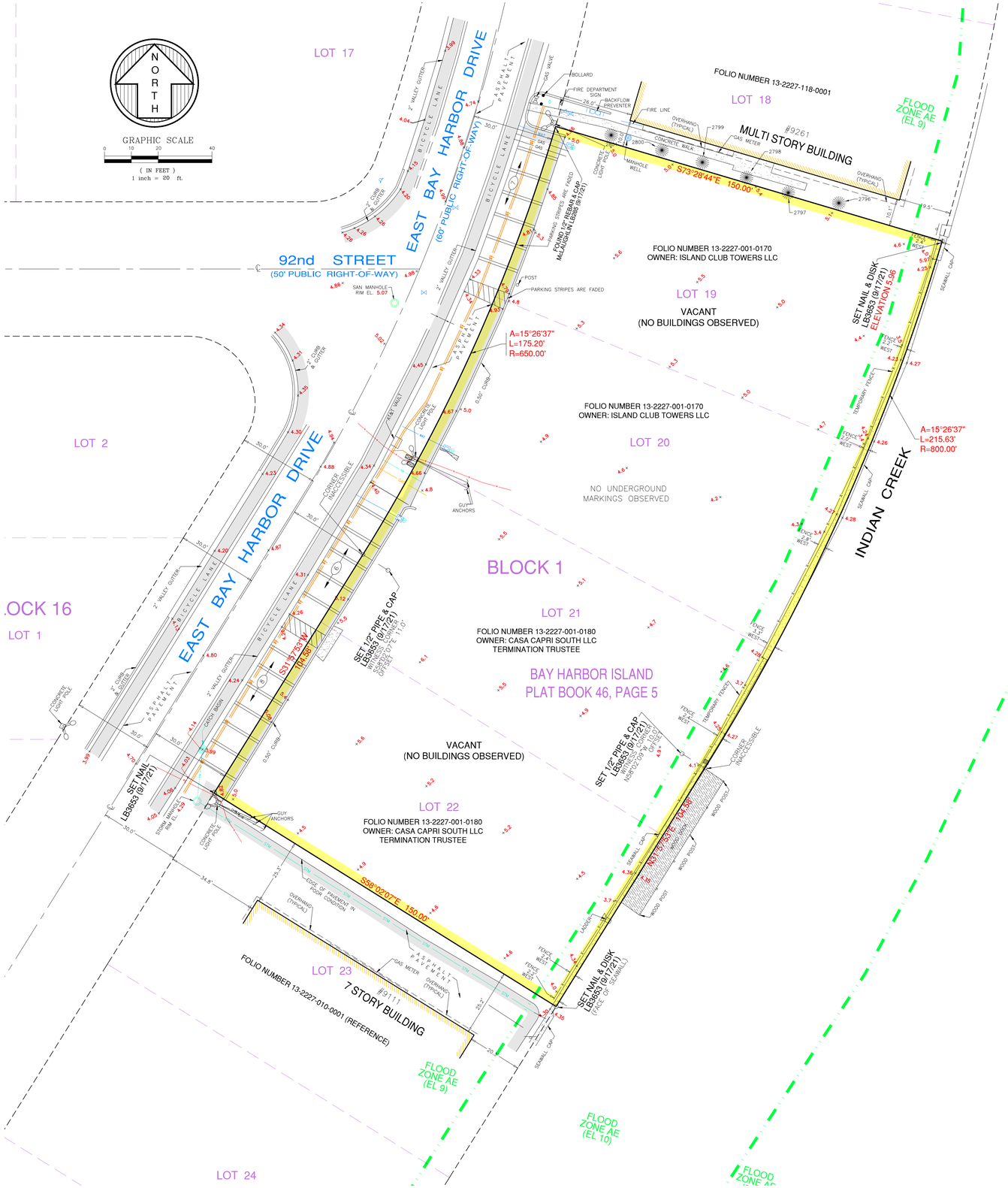
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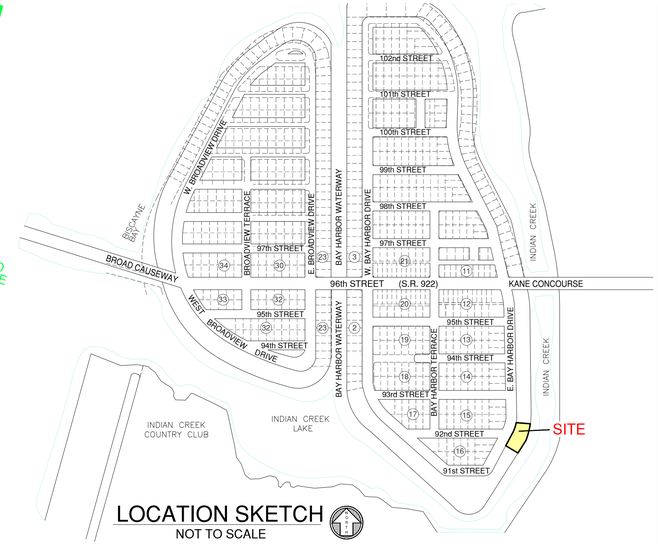
CIVIL

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LOCATION SKETCH
NOT TO SCALE

LEGAL DESCRIPTION:

FOLIO NUMBER 13-2227-001-0170

Lots 19 and 20, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0180

Lots 21 and 22, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- This site lies in Section 27, Township 52 South, Range 42 East, Town of Bay Harbor Islands, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S02°15'40"E for the East Right of Way line of East Bay Harbor Drive.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Benchmark No. R-243, Elevation +6.61 Located in February 2015 at 96th Street and East Broadview Drive.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 9 & 10) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12086C0144L, for Community No. 120637, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 45,000 square feet, or 1.033 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- Trees shown are surveyed for their horizontal location and/or size. Identification and/or name verification of all trees should be confirmed by the Division of Forestry, a certified Arborist or a professional in that field.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities. This firm recommends that the underground utilities should be field verified prior to any new construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.
- Location of utilities existing on or serving the surveyed property as determined by: observed evidence collected pursuant to Section 5.E.iv. PER ALTA/NSPS.
- There is no visible observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
- There is no visible evidence or knowledge of any location of wetlands, as delineated by the proper authorities.

SURVEYOR'S CERTIFICATION:

This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on August 16, 2021, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The fieldwork was completed on September 17, 2021.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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TREE TABLE

TREE NUMBER	COMMON NAME	D.B.H. (INCHES)	HEIGHT (FEET)	SPREAD (FEET)
2796	CABBAGE PALM	12	20	15
2797	CABBAGE PALM	12	20	15
2798	CABBAGE PALM	12	20	15
2799	CABBAGE PALM	12	20	15
2800	CABBAGE PALM	12	20	15
2801	CABBAGE PALM	12	20	15

LEGEND

- CATCH BASIN
- CATCH BASIN INLET
- MANHOLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- UTILITY POLE
- RISER
- FIRE HYDRANT
- HANDHOLE
- SEWER/GAS VALVE
- CLEANOUT
- WELL
- DRAIN
- GRADE ELEVATION
- BOLLARD
- OHW = OVERHEAD UTILITY WIRE
- X = CHAIN LINK FENCE
- LIMITED ACCESS RIGHT-OF-WAY LINE
- 0.5' CURB
- 2.00' CURB & GUTTER
- WALL
- EL. = ELEVATION
- INV. = INVERT
- B.O.S. = BOTTOM OF STRUCTURE
- T.O.B. = TOP OF BAFFLE
- P.B. = PLAT BOOK PG. = PAGE
- CONCRETE
- ASPHALT PAVEMENT
- R/W = RIGHT-OF-WAY
- = CENTER LINE
- = MONUMENT LINE
- SIGN

UNDERGROUND UTILITY LEGEND

- TE = ELECTRIC LINES
- TT = COMMUNICATION LINES
- SAN = SANITARY LINES
- WAT = WATER LINES
- STM = STORM SEWER LINES
- GAS = GAS LINES

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No.	Revision Description	D N

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 0000653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

ALTA/NSPS LAND TITLE SURVEY
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE, FLORIDA

Original Date	8/16/21
Scale	1" = 20'
Drawn By	KTF
CAD No.	210611
Plotted	8/23/21 1:27p
Ref. Dwg.	2021-071c
Field Book	FLD. SHEET-RLL
Job No.	210773
Dwg. No.	2021-089-1

PREVIOUSLY APPROVED

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			**10**		**13,366**

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Sixth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 3-6			**12**		15,284
Total x4 Levels			**48**		**61,136**

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 7			**14**		**18,826**

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	A-2	3	2	1,373	2,746
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 8			**14**		**17,802**

Total Number of Units	**86**	
Total Net Area		**111,130**
Total Number of Parking Spaces Provided		**172**

LOCATION



Zoning Summary

revuelta architecture international p.a.

9201 EAST BAY HARBOR DRIVE

	SF	Acres
Lot Area	**45,000**	1.03

Legal Description
Lot 19, 20, 21 and 22, Block 1 of "Bay Harbor Island", According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.

Flood Elevation
This property appears to be located in Flood Zone AE, with a BFE of 10"-0" N.G.V.D.
Grade Level (Crown of the road) 4'-10" N.G.V.D.

Zoning Classification **RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)**

FLR (Determined by the setbacks)			**Allowable** N/A	**Proposed** 1
Maximum Density			**Allowable**	**Proposed**
34 units per net Acre	34	1.03	**35**	**86**
Proposed Density				**84.5 (units/acre)**
Setbacks			**Required**	**Proposed**
Principal Frontage (E. Bay Harbor Dr.)			Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet	20'-0" Bellow 30 feet.30'-0" Above 30 feet.
Side Setback			Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet	10'-0" Bellow 30 feet.25'-0" Above 30 feet.
Rear Setback (Waterfront)			20'-0"	20'-0"
Flex Setback (side only)	side building length		**Allowable (Feet)**	**Proposed (Feet)**
maximum allowed 1/3 of length of building	107		35.67	32.67
Maximum Height			**Allowable**	**Proposed**
Maximum Building Height			75 feet above BFE	**75'-0" above BFE**
Open Space Requirements			**Required**	**Proposed**
20% of Lot Area Minimum	45,000	0.20	9,000 SF	**10,500 SF (23%)**
Roof Deck Landscape Requirements			**Required**	**Proposed**
15% of Roof Area Minimum	8,000	0.15	1,200 SF	**6,000 SF (75%)**
Lot Coverage			**Allowable**	**Proposed**
(Perimiter determined by the setbacks)			Determined by Setbacks	**27,850 SF**
Building Length				
The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet			≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/brake in the middle of the building.
Breezeway				
A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet.				1 53'-0" feet breezeway is provided
Parking Space Requirements			**Required**	**Proposed**
Residential - 2 per Dwelling Unit Minimum	86	2.0	172	172
Guest Parking			4	4
Total Parking Spaces	**(including 4 handicap spaces)**			**176**
Storage Requirements				
A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment			86	86

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File: BIMcloud: RAI - BIM Cloud 24_1 - BIMcloud Basic for ARCHICAD 24/2108_LA BAIA/2108_LA BAIA UNITS - By egomila - Date: 12/21/2021

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Project

LA BAIA
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Bay Harbour Islands, Fl 33154

Revisions

Owner Information
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Consultant

Luis O. Revuelta
AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
ZONING DATA

Sheet No.
A-001.1

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LA BAIA

UNITS BREAKDOWN

REVUELTA ARCHITECTURE INTERNATIONAL

12/14/2021

UNITS QUANTITIES AND APPROXIMATE AREA BREAKDOWN

	SLAB LABEL	UNIT TAG NAME	1 BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA (SF) TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**2nd.**	201 / 211			2		2	1,748	348	3,496	696
		202 / 212		2			2	1,420	925	2,840	1,850
		203 209		2			2	1,327	167	2,654	334
		204 / 210	2				2	1,125	473	2,250	946
		205 / 207		2			2	1,329	119	2,658	238
	TOTAL FLOORS	**1**	2	6	2		**10**	TOTAL TYP. FLOOR		**13,898**	**4,064**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**3rd.**	301 / 311			2		2	1,748	203	3,496	406
		302 / 312		2			2	1,420	222	2,840	444
		303 / 309		2			2	1,327	219	2,654	438
		304-d1 / 310-d1 *			2		2	2,184	326	4,368	652
		305 / 307		2			2	1,329	174	2,658	348
		306 / 308		2			2	1,391	404	2,782	808
	TOTAL FLOORS	**1**	0	8	4		**12**	TOTAL TYP. FLOOR		**18,798**	**3,096**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**4th.**	401 / 411			2		2	1,748	203	3,496	406
		402 / 412		2			2	1,420	222	2,840	444
		403 / 409		2			2	1,327	199	2,654	398
		404-d2 / 410-d2 *			0		0	-	-	-	-
		405 / 407		2			2	1,329	159	2,658	318
		406 / 408		2			2	1,391	143	2,782	286
	TOTAL FLOORS	**1**	0	8	2		**10**	TOTAL TYP. FLOOR		**14,430**	**1,852**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**5th.**	501 / 511				2	2	2,497	320	4,994	640
		502 / 512			2		2	2,068	316	4,136	632
		503 / 509			2		2	1,830	211	3,660	422
		504 / 510		2			2	1,861	210	3,722	420
	TOTAL FLOORS	**1**	0	2	4	2	**8**	TOTAL TYP. FLOOR		**16,512**	**2,114**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**6th.**	601 / 611				2	2	2,497	320	4,994	640
		602 / 612			2		2	2,068	316	4,136	632
		603 / 609			2		2	1,830	211	3,660	422
		604 / 610		2			2	1,861	264	3,722	528
	TOTAL FLOORS	**1**	0	2	4	2	**8**	TOTAL TYP. FLOOR		**16,512**	**2,222**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**7th.**	701 / 711				2	2	2,497	320	4,994	640
		702 / 712			2		2	2,068	316	4,136	632
		703 / 709			2		2	1,830	259	3,660	518
		704 /710		2			2	1,851	264	3,702	528
		705 / 707			2		2	1,858	333	3,716	666
	TOTAL FLOORS	**1**	0	2	6	2	**10**	TOTAL TYP. FLOOR		**20,208**	**2,984**

	SLAB LABEL	UNIT TAG NAME	1BED	2 BED	3 BED	4 BED	UNITS FLOOR	UNIT AREA TYP. UNIT AC AREA	TYP. BALCONY AREA	TOTAL AC AREA	TOTAL BALCONY AREA
TOWER	**8th.**	PH801 / PH811				2	2	2,384	432	4,768	864
		PH802 / PH812			2		2	2,068	316	4,136	632
		PH803 / PH809			2		2	1,830	259	3,660	518
		PH804 / PH810		2			2	1,851	264	3,702	528
		PH805 / PH807			2		2	1,858	333	3,716	666
	TOTAL FLOORS	**1**	0	2	6	2	**10**	TOTAL TYP. FLOOR		**19,982**	**3,208**

PROPOSED BUILDING UNITS BREAKDOWN	UNITS	1 BED	2 BED	3 BED	4 BED	TOTAL UNITS		TOTAL AC AREA	TOTAL BALCONY AREA
		2	30	28	8			120,340	19,540
						68	**TOTAL**	**139,880**	

* NOTE: THESE UNITS ARE DUPLEX AND ARE COUNTED ONLY AT ITS FIRST FLOOR, WHICH IS IN LEVEL 3rd.

TOTAL NUMBER OF PARKING SPACES PROVIDED **97**

PREVIOUS APPROVAL BUILDING UNITS BREAKDOWN	UNITS	1 BED	2 BED	2 BED + DEN	3 BED	TOTAL UNITS	
		16	40	16	14		
						86	**(18 UNITS LESS)**

TOTAL NUMBER OF PARKING SPACES PROVIDED **172**

LOCATION



NEW PROPOSAL

Zoning Summary

revuelta architecture international p.a.

9201 EAST BAY HARBOR DRIVE

	SF	Acres
Lot Area	**45,000**	1.03

Legal Description

Lot 19, 20, 21 and 22, Block 1 of "Bay Harbor Island", According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.

Flood Elevation

This property appears to be located in Flood Zone AE, with a BFE of 10"-0" N.G.V.D.

Grade Level (Crown of the road) 4'-10" N.G.V.D.

Zoning Classification **RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)**

FLR (Determined by the setbacks)			**Allowable** N/A	**Proposed**
Maximum Density			**Allowable**	**Proposed**
34 units per net Acre	34	1.03	**35**	**68**
Proposed Density				**66.0 (units/acre)**
Setbacks			**Required**	**Proposed**
Principal Frontage (E. Bay Harbor Dr.)			Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet	20'-0" Bellow 30 feet.30'-0" Above 30 feet.
Side Setback (Maintain 2013 Town Setbacks)			Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet	10'-0" Bellow 30 feet.25'-0" Above 30 feet.
Rear Setback (Waterfront)			20'-0"	20'-0"
Flex Setback (side only)	side building length		**Allowable (Feet)**	**Proposed (Feet)**
maximum allowed 1/3 of length of building		107.08	35.69	32.67
Maximum Height			**Allowable**	**Proposed**
Maximum Building Height			75 feet above BFE	**75'-0" above BFE**
Open Space Requirements			**Required**	**Proposed**
20% of Lot Area Minimum	45,000	0.20	9,000 SF	**10,112 SF (22.5%)**
Roof Deck Landscape Requirements			**Required**	**Proposed**
15% of Roof Area Minimum	12,705	0.15	1,906 SF	**7,826 SF (61%)**
Lot Coverage (Perimiter determined by the setbacks)			**Allowable** Determined by Setbacks	**Proposed** **27,077 SF**
Building Length The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet			≤ 205 feet without breaks ≥ 205 feet with breaks	50'-0" gap/break in the middle of the building.
Breezeway A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet.				50'-0" feet breezeway is provided
Parking Space Requirements			**Required**	**Proposed**
Residential - 2 per Dwelling Unit Minimum	68	2.0	136	61
Guest Parking - (Sub. Set of 2 DU)			4	4
Parking Truss - (TC Aproval required)(Due to loss Underground Parking)				75
Valet Parking - (All Parking will be Valet)				**36**
Total Parking Spaces	**(including 2 handicap, 4 visitor spaces and Valet)**		**136**	**136**
Storage Requirements A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment			68	68

PREVIOUS APPROVED "**ISLAND HOUSE**", RENAMED AS "**LA BAIA**"

Valet Parking: Refer to Potential Valet Parking Layout on sheet A-102.2B (36 additional parking spaces), for clarification

Flood Elevation

Flood Zone AE	**10'**	Base Flood Elevation	**10.0' FT NGVD**	**Design Flood Elevation**	**11.0' FT NGVD**
FIRM Map Number	**12086C0144L**	Lowest Floor Top of Slab Elevation	**5.0 FT NGVD**	Lowest Elevation of Equip. Servicing Building	**11.0 FT NGVD**
Next Lower Floor Elevation	**4'-4" FT NGVD**	Next Higher Floor Elevation	**4'-11 1/2" FT NGVD**	Crown of Road Elevation	**4.10' NGVD**
Garage Top Elevation	**5.0 FT NGVD**	Lowest Floor Top of Habitable Space	**11.0 FT NGVD**	Risk Category per FBC	**II**
Lowest Elevation of Equipment Servicing the Building (sump pit pumps)	**-2.0 FT NGVD**				

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Revisions

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Consultant

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AR-0007972

PROJECT PHASE

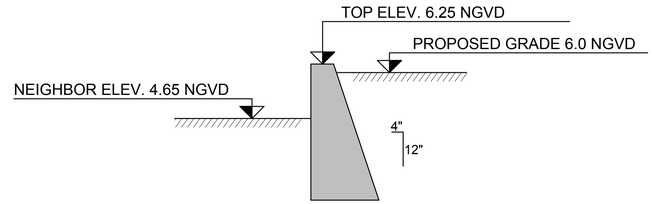
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PROJECT No. **2108**
SHEET NAME **ZONING DATA**

Sheet No.
A-001.2

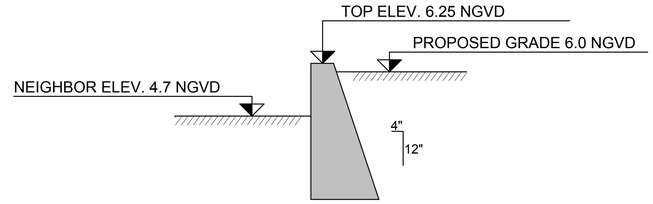
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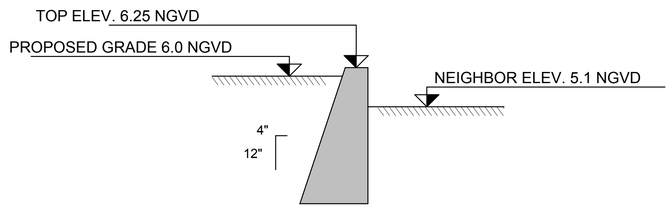
SECTION A-A



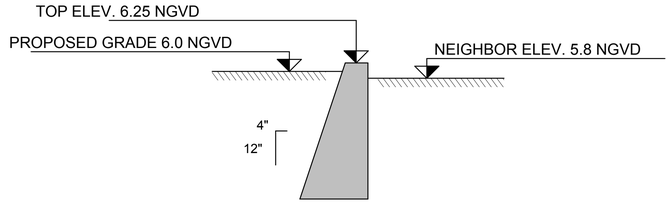
SECTION B-B



SECTION C-C



SECTION D-D



1 SECTIONS
GRAVITY WALL ALONG THE PERIMETER
NOT TO SCALE

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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Project

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Revisions

Owner Information

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Consultant

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AR-0007972

PROJECT PHASE

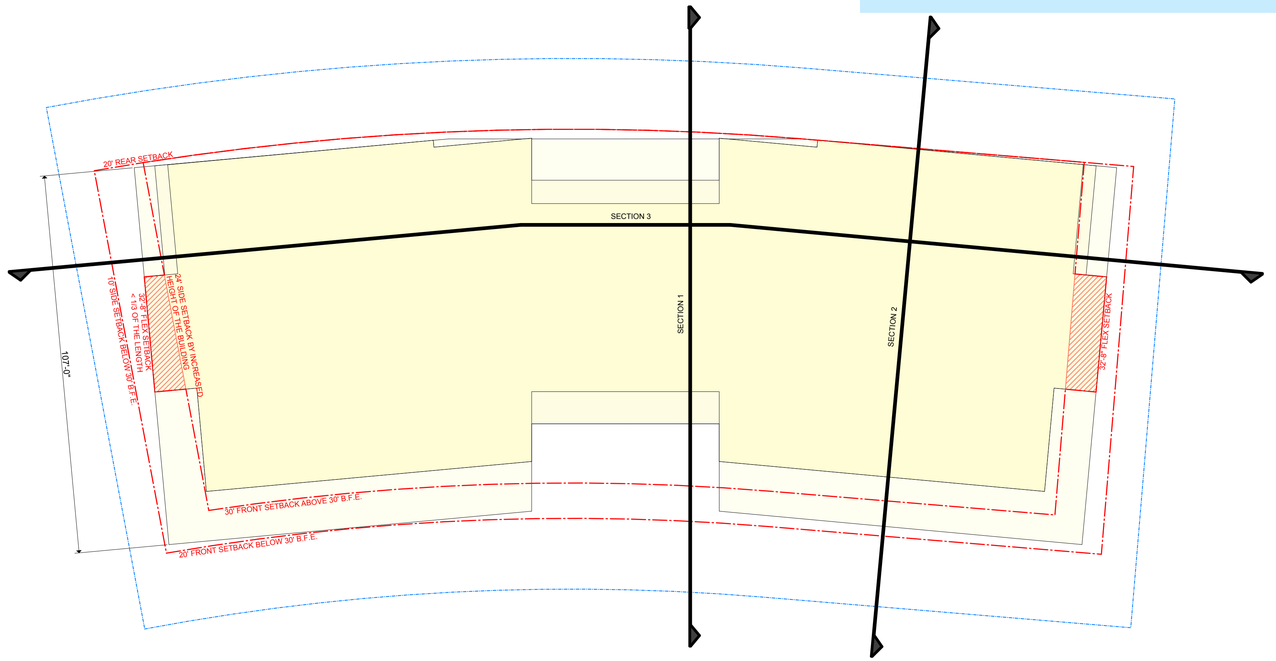
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2108
SHEET NAME
PERIMETER SECTION

Sheet No.
A-003

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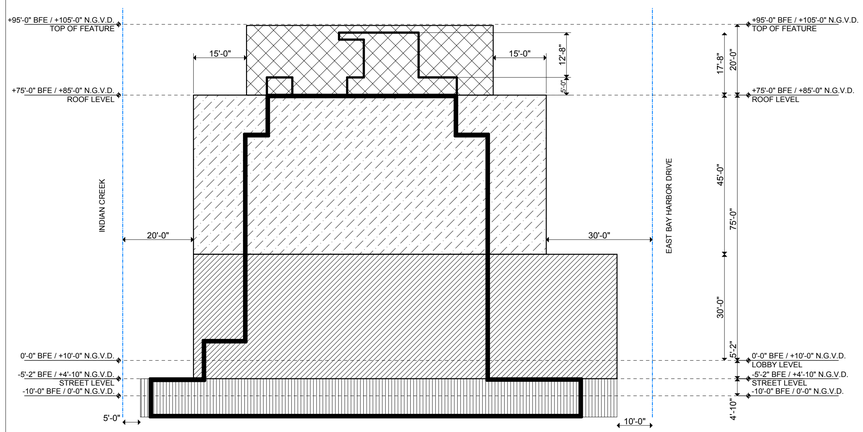
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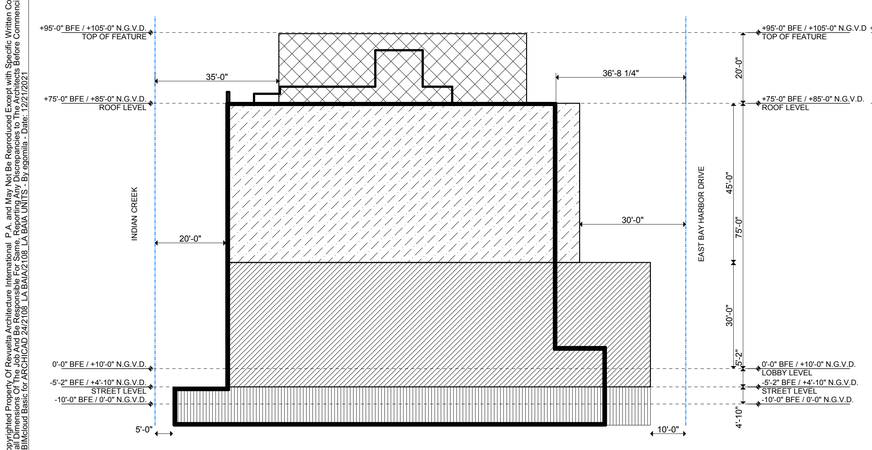


1 SETBACKS SCHEME
SCALE: 1" = 20'

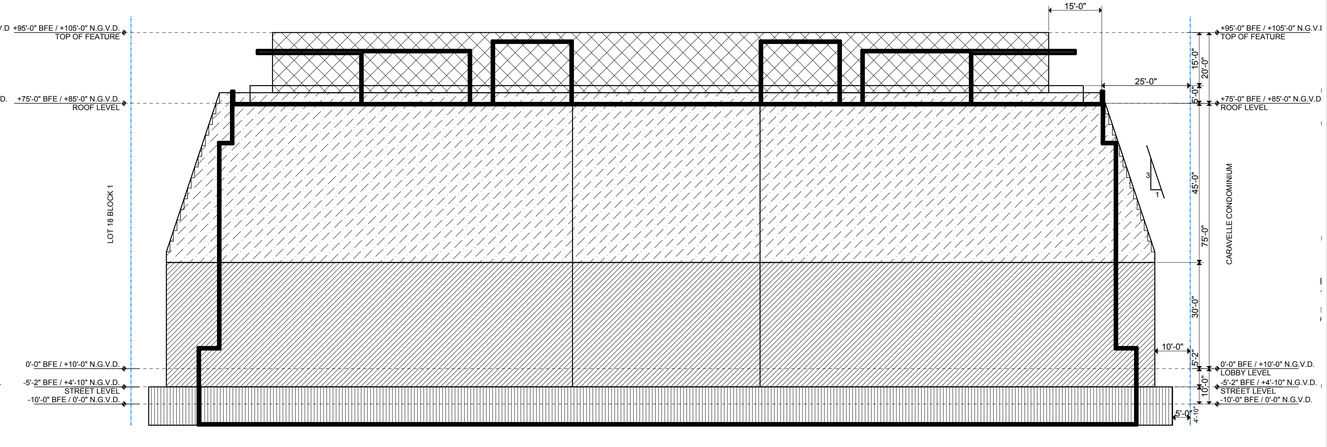
NOTES:
- ROOF DECK SETBACKS
- SETBACKS ABOVE 30'-0" h. B.F.E.
- SETBACKS BELOW 30'-0" h. B.F.E.
- PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4



2 SECTION 1
SCALE: 1" = 20'



3 SECTION 2
SCALE: 1" = 20'



4 SECTION 3
SCALE: 1" = 20'

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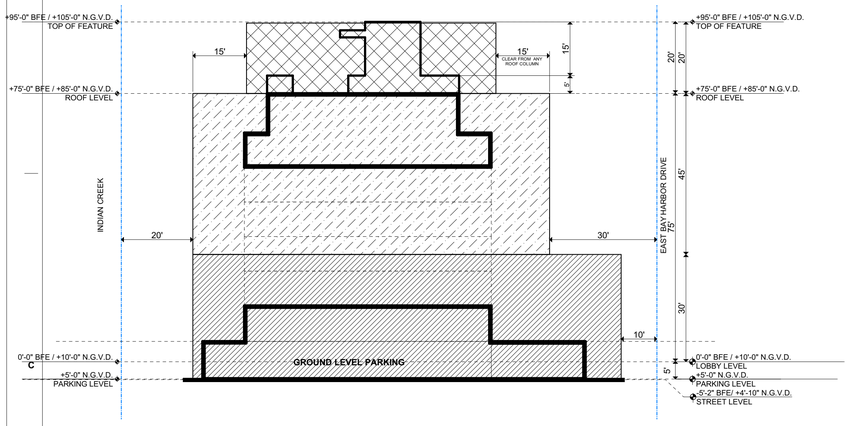
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DATE
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PROJECT No.
2108
SHEET NAME
SETBACKS SCHEME
Sheet No.
A-004.1

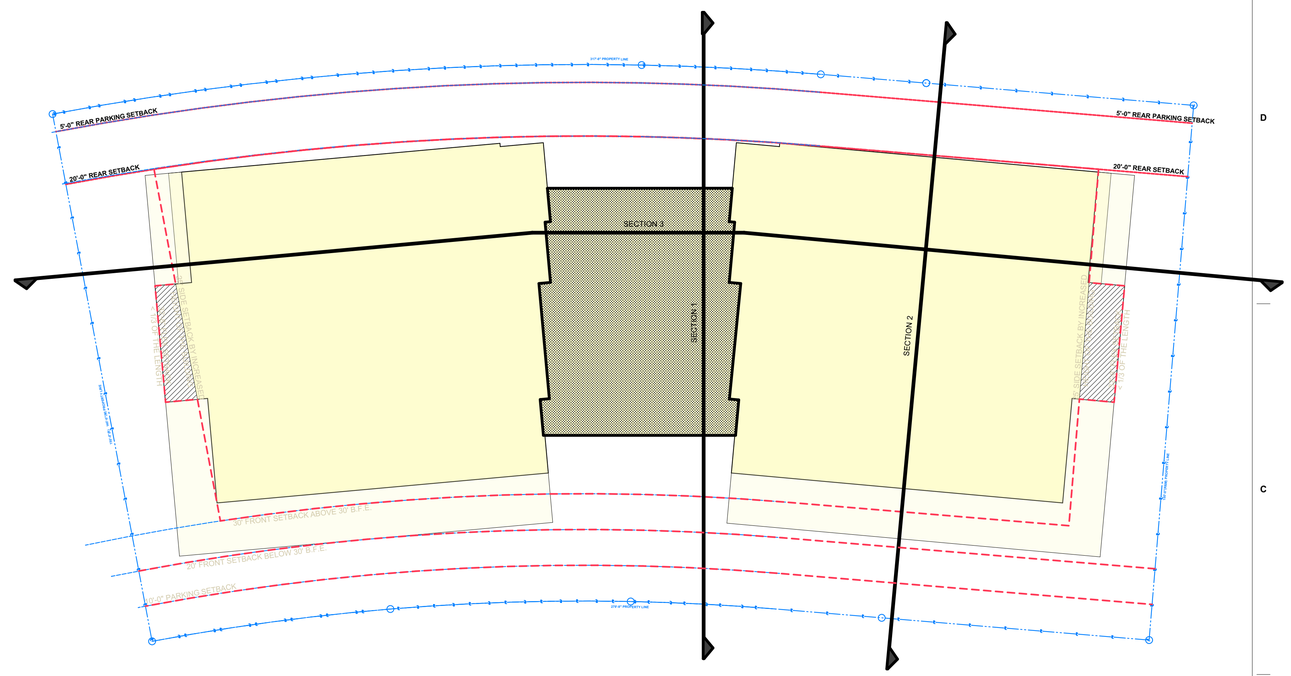
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NEW PROPOSAL

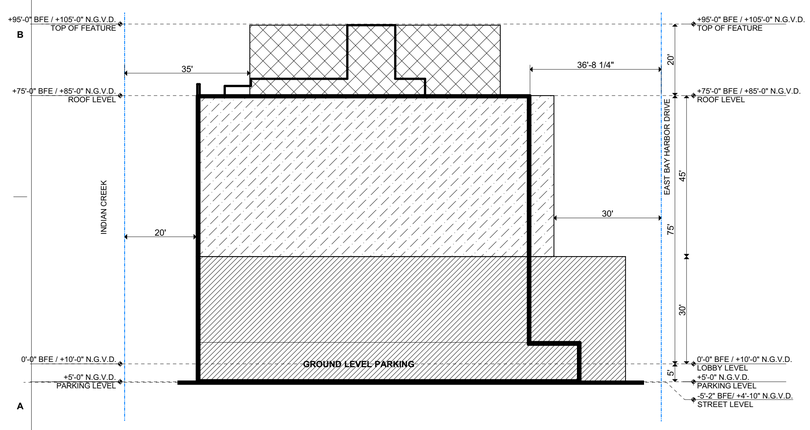


2 SECTION 1
SCALE: 1" = 20'

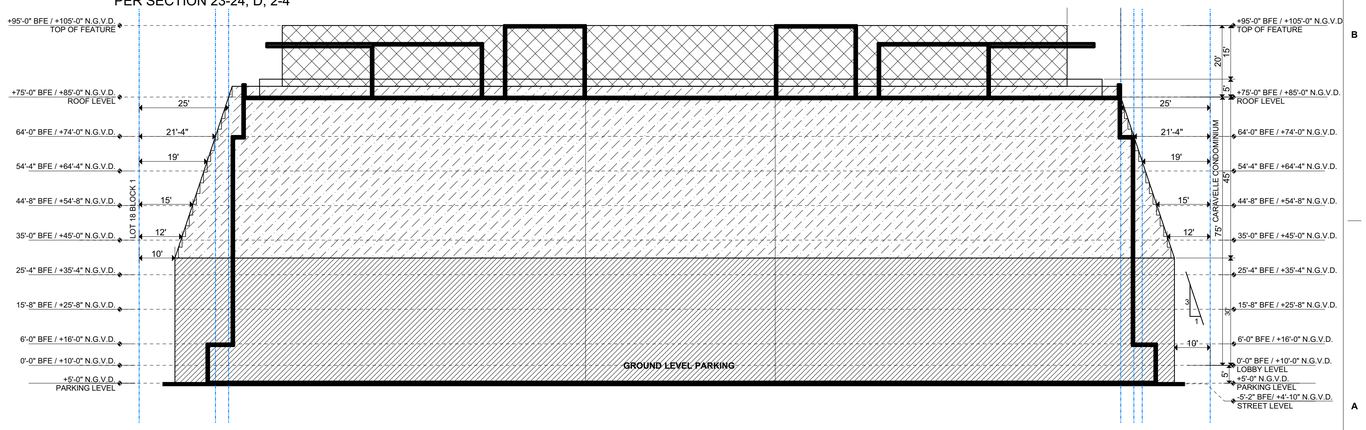


NOTES:
- ROOF DECK SETBACKS
- SETBACKS ABOVE 30'-0" h. B.F.E.
- SETBACKS BELOW 30'-0" h. B.F.E.
- PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4

1 SETBACKS SCHEME
SCALE: 1" = 20'



3 SECTION 2
SCALE: 1" = 20'



4 SECTION 3
SCALE: 1" = 20'

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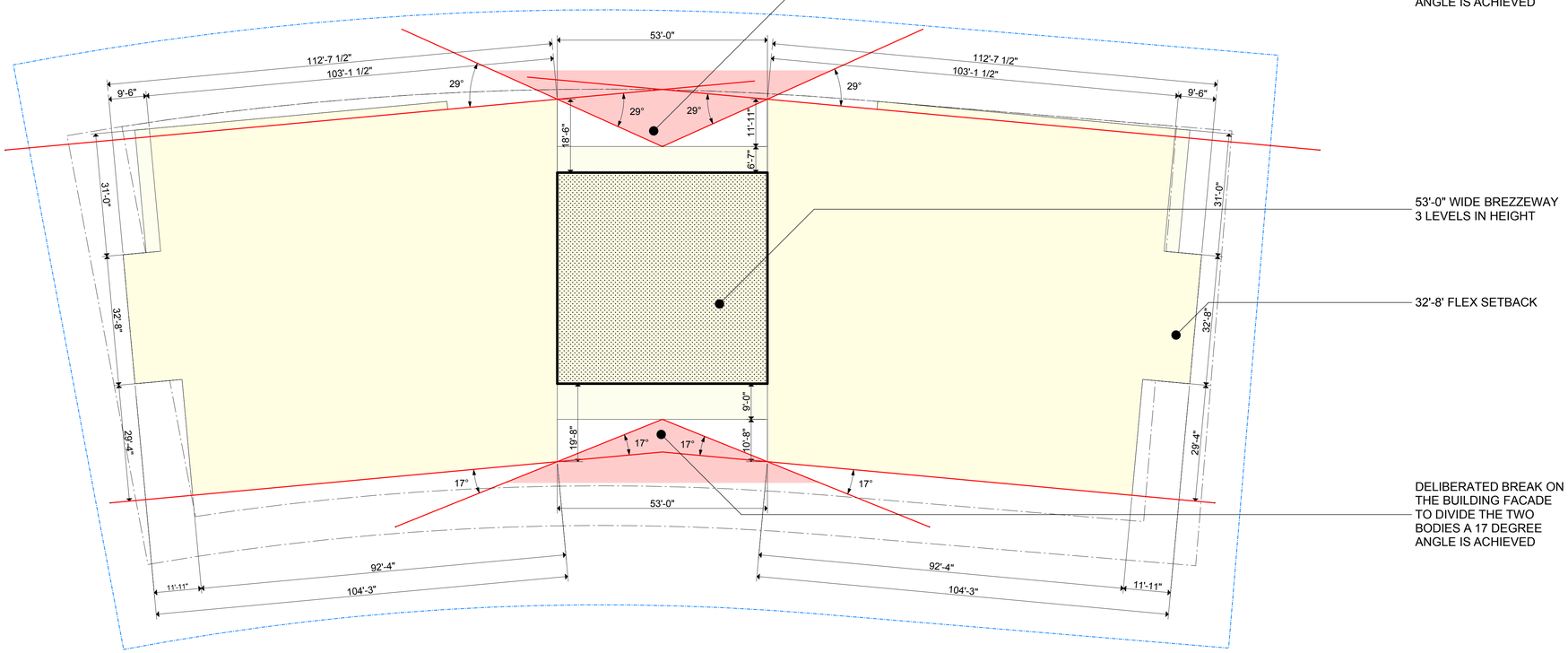
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PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
SETBACKS SCHEME

Sheet No.
A-004.2



1 BUILDING ARTICULATION SCHEME

SCALE: 1/16" = 1'-0"

CODE REQUIREMENTS_

Building Length:

- The maximum overall length of any single building in a linear shape with no break or angles greater than 15 degrees shall not exceed 205 feet

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Project

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Owner Information

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Consultant

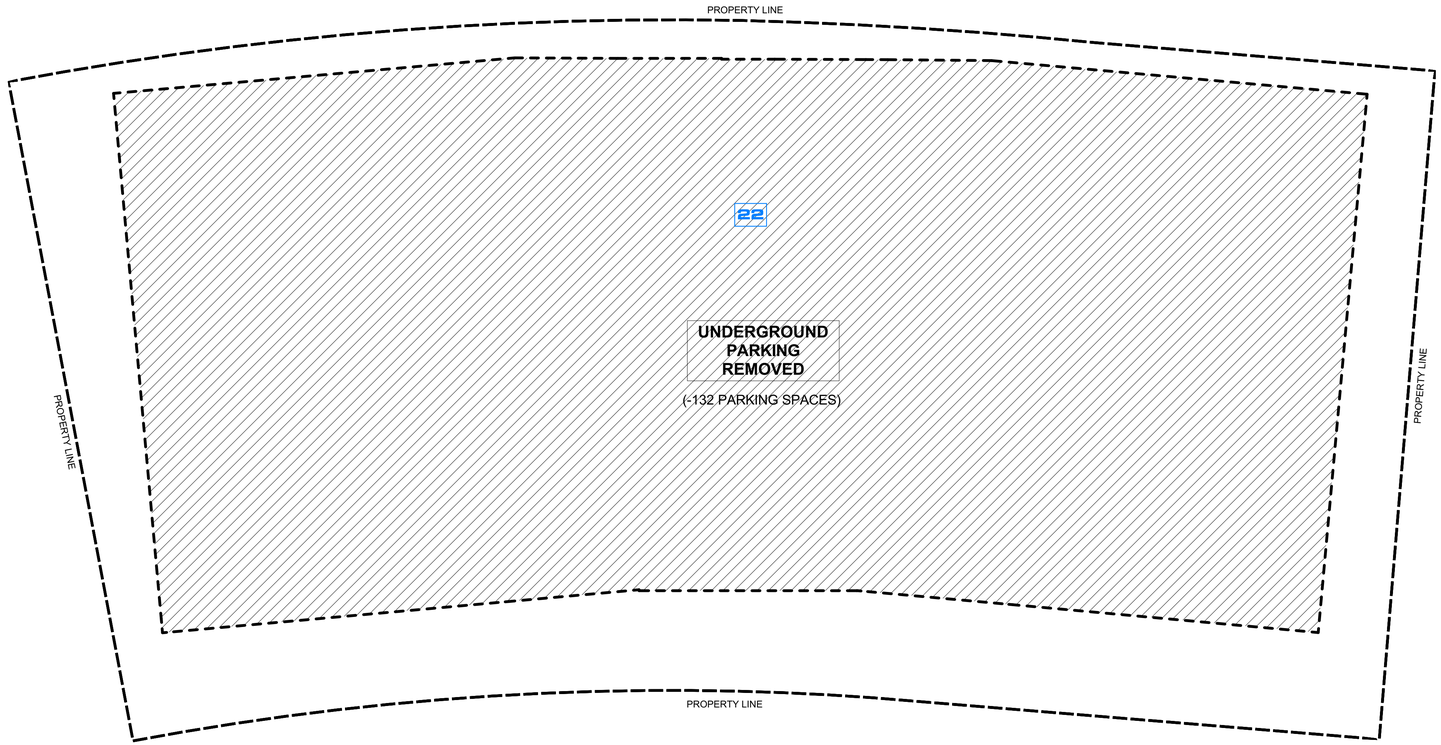
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AR-0007972

PROJECT PHASE

DATE
12/21/2021
SCALE
AS SHOWN
PROJECT No.
2108
SHEET NAME
BUILDING ARTICULATION

Sheet No.
A-005

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NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
4. NEW DOUBLE DOOR
5. NEW STAIR CONNECTING UNIT BALCONY WITH GROUND LEVEL
6. OPERABLE LOUVERS TO ACCESS STORAGES
7. NEW BREEZEWAY TERRACE LANDSCAPE DESIGN
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15. GLASS/ALUMINUM GUARDRAIL 44" H.
16. NEW STEPPING BREEZEWAY FRAME
17. FURTHER DETAILS OF THE CANOPY
18. DROP OFF AND REDESIGNED LANSDCAPE
19. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
20. 2' CURB GRASS BLOCK PAVERS
21. VERTICAL STUCCO/PAINTED BUILDING FRAMES- RELOCATED OPEN VIEWS
22. UNDERGROUND PARKING - REMOVED
23. NOT ACCESSIBLE GREEN AREA
24. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.

N

1 PARKING LEVEL -1
SCALE: 1/16"= 1'-0"

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PROJECT PHASE

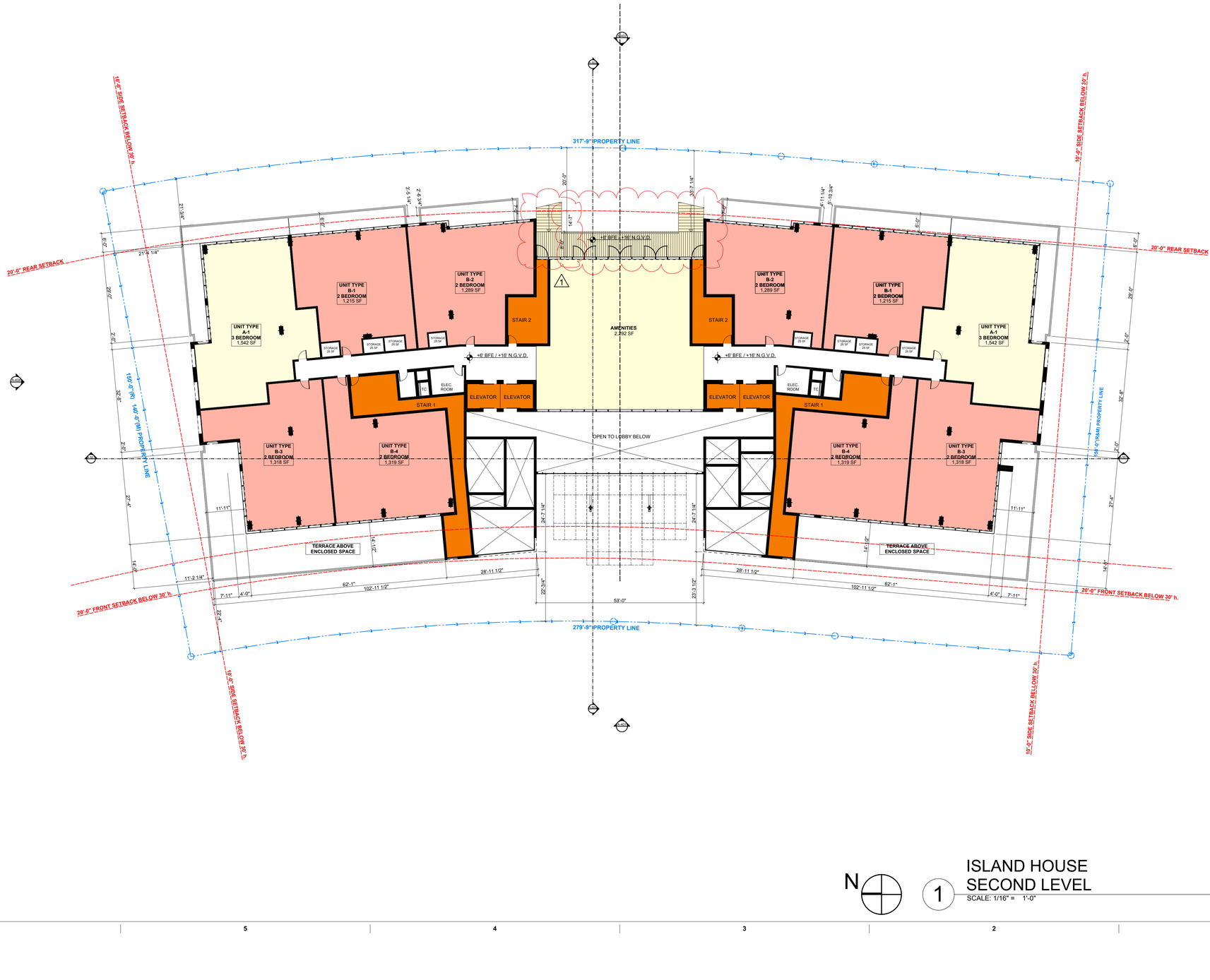
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SHEET NAME
BASEMENT

Sheet No.
A-101.2

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N

1 ISLAND HOUSE
SECOND LEVEL
SCALE: 1/16" = 1'-0"

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2108
SHEET NAME
SECOND LEVEL

Sheet No.
A-103.1

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1 ISLAND HOUSE
THIRD TO SIXTH LEVEL
SCALE: 1/16" = 1'-0"

NOTE:
TERRACE AREA= 2,142 SF
LANDSCAPE PROVIDED= 342 SF > 15% OF TERRACE

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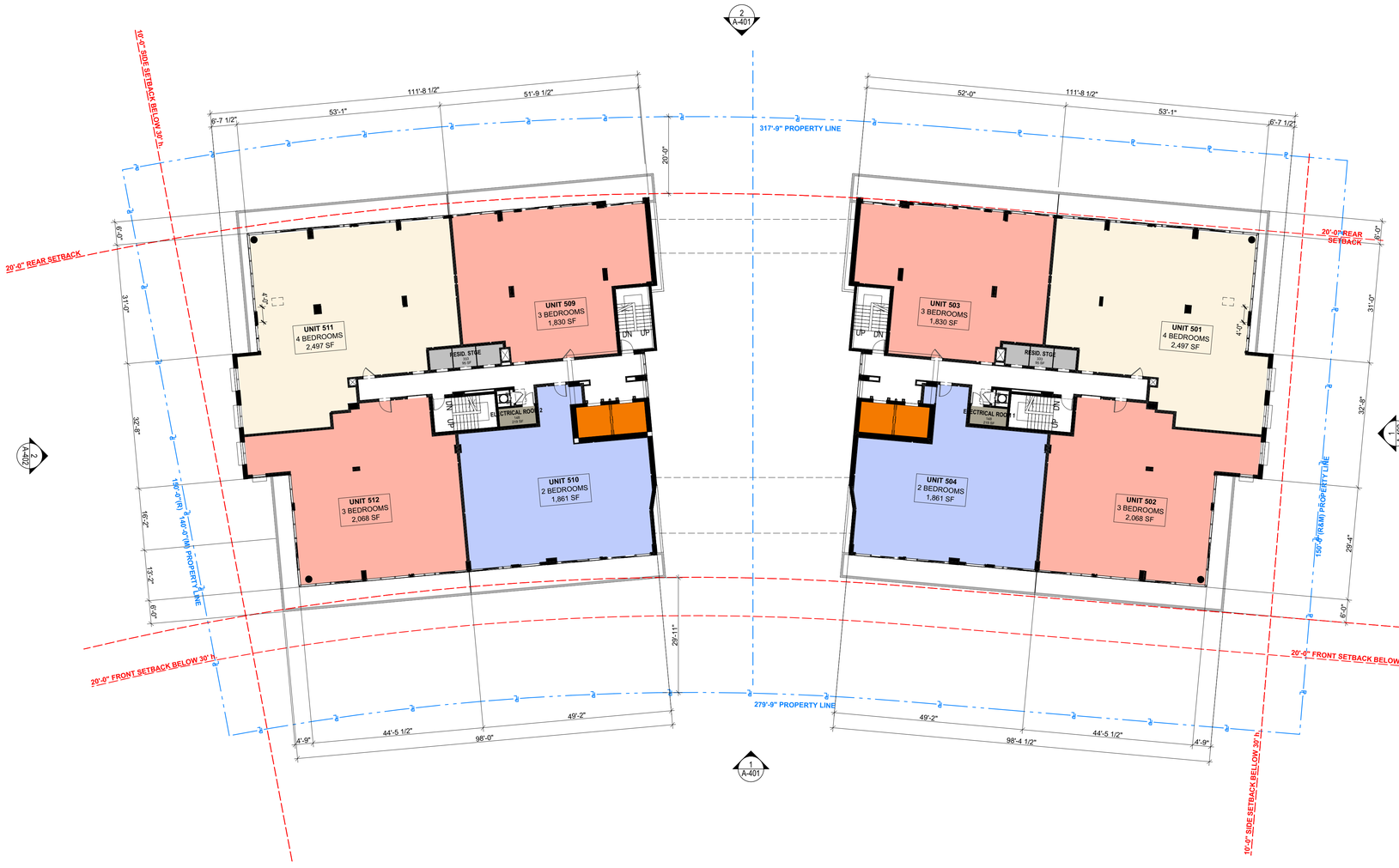
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SHEET NAME
THIRD LEVEL

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NEW PROPOSAL

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1. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%)
2. EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
3. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
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SPECIAL NOTE:

FOR ALL NEW LANDSCAPE AND HARDSCAPE DESIGN REFER TO LANDSCAPE ARCHITECT DRAWINGS.

N

1 FIFTH LEVEL
SCALE: 1/16" = 1'-0"

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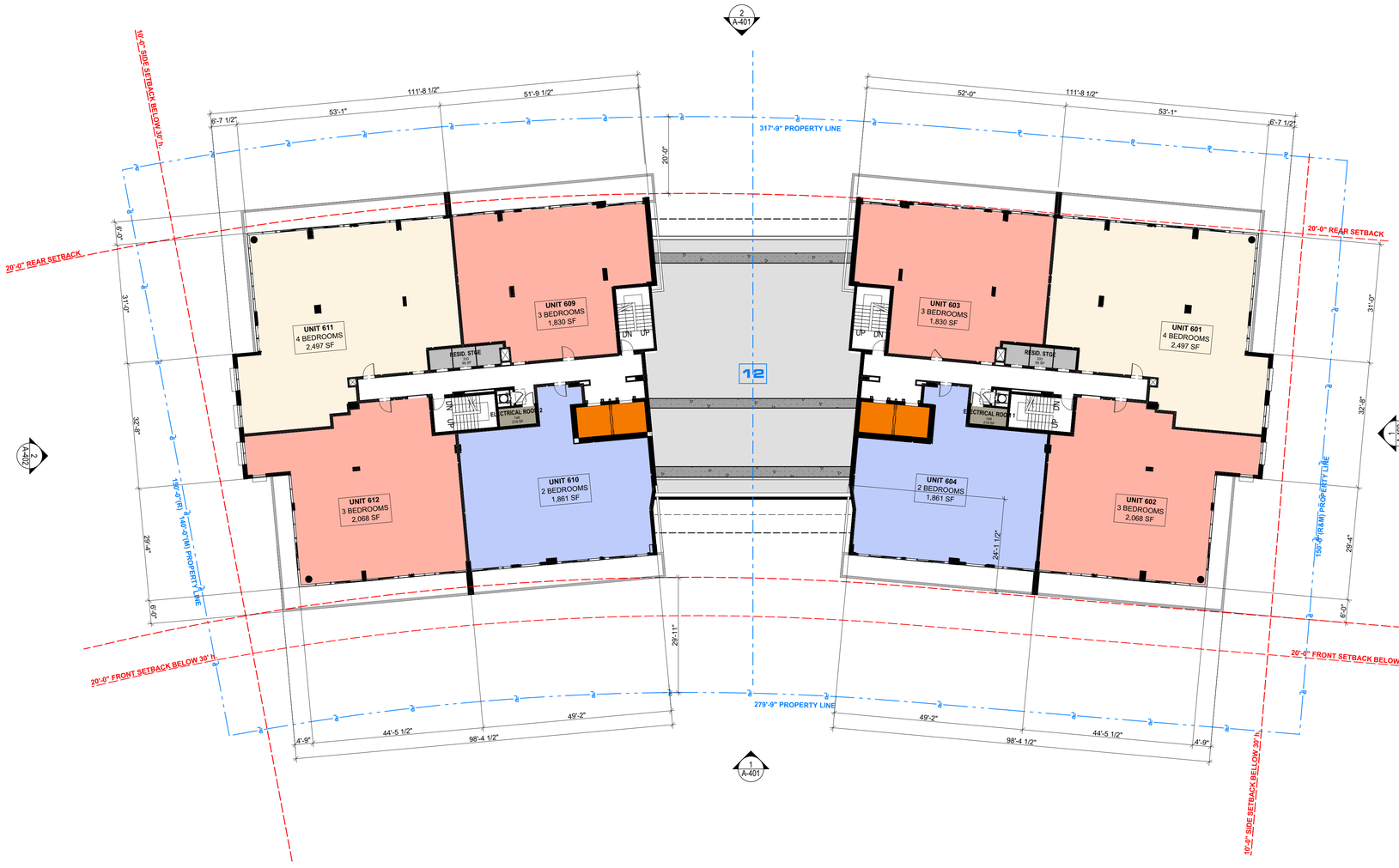
Consultant

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2108
SHEET NAME
FIFTH LEVEL

Sheet No.
A-106.2



NEW PROPOSAL

SUMMARY OF ARCHITECTURAL CHANGES

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SPECIAL NOTE:

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N

1 SIXTH LEVEL
SCALE: 1/16" = 1'-0"

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SHEET NAME
SIXTH LEVEL

Sheet No.
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1 SOUTH ELEVATION
SCALE 1/16" = 1' - 0"



2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

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NEW PROPOSAL

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PROJECT PHASE

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PROJECT No.
2108
SHEET NAME
SOUTH ELEVATION
Sheet No.
A-403

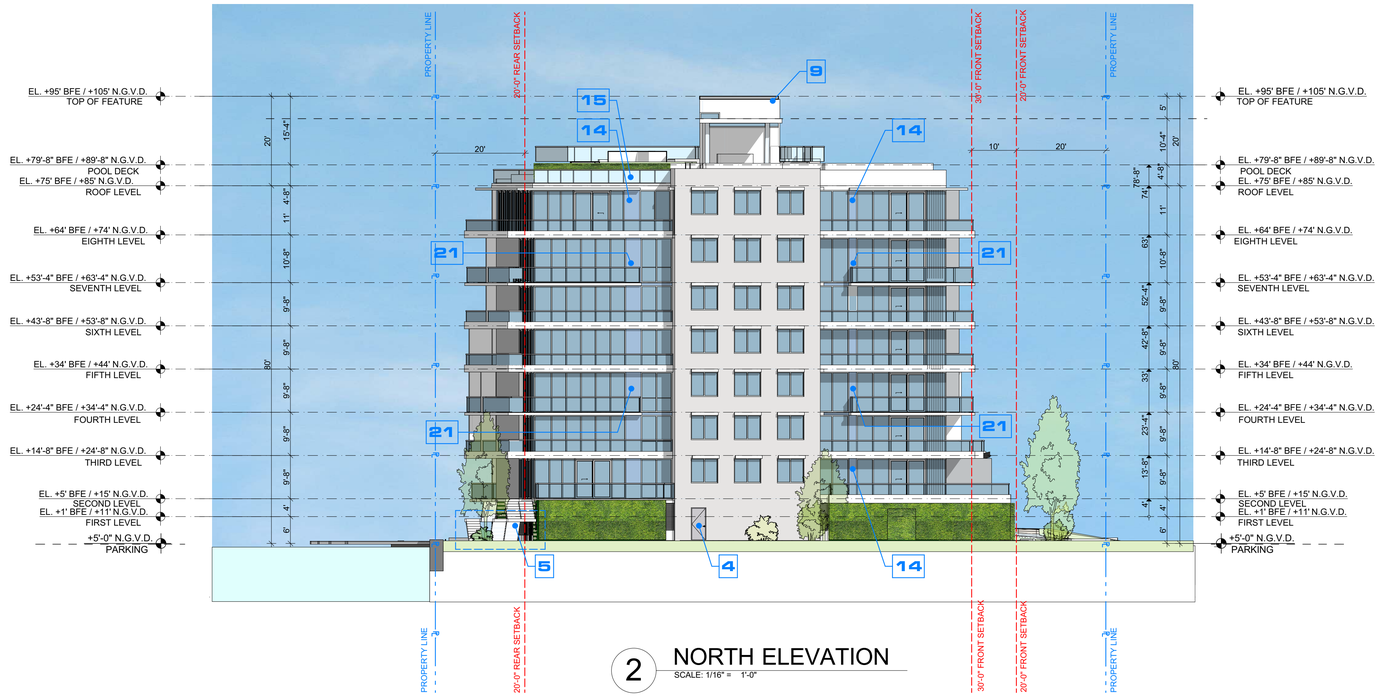
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1 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/16" = 1'-0"

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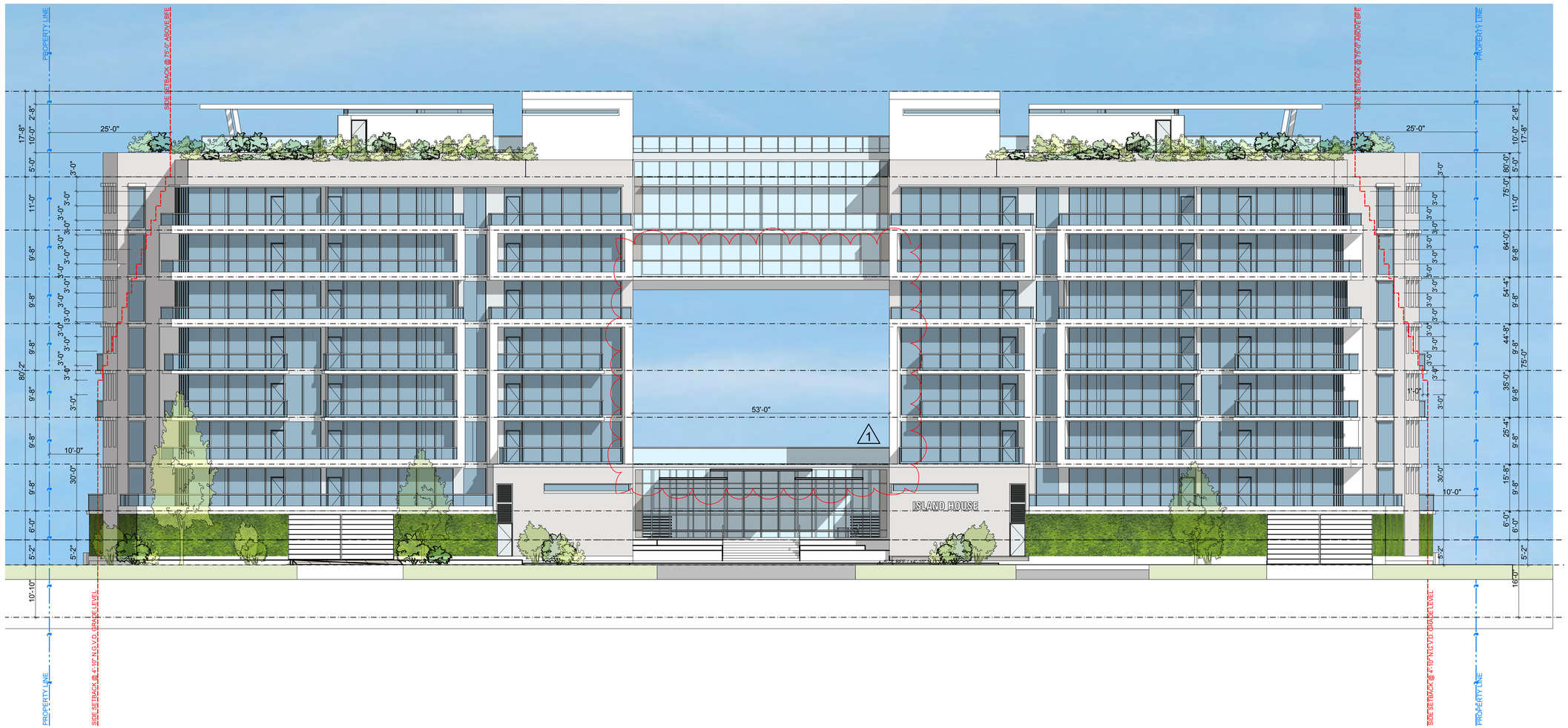
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PROJECT PHASE

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2108
SHEET NAME
NORTH ELEVATION

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REG.No: LC20000339

FOR THE FIRM:
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

DATE
12/14/2021

SCALE
Scale: N.T.S.

PROJECT No.
MA21108

SHEET NAME
WEST ELEVATION

Sheet No.
L-014.1

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FOR THE FIRM:
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

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Scale: N.T.S.

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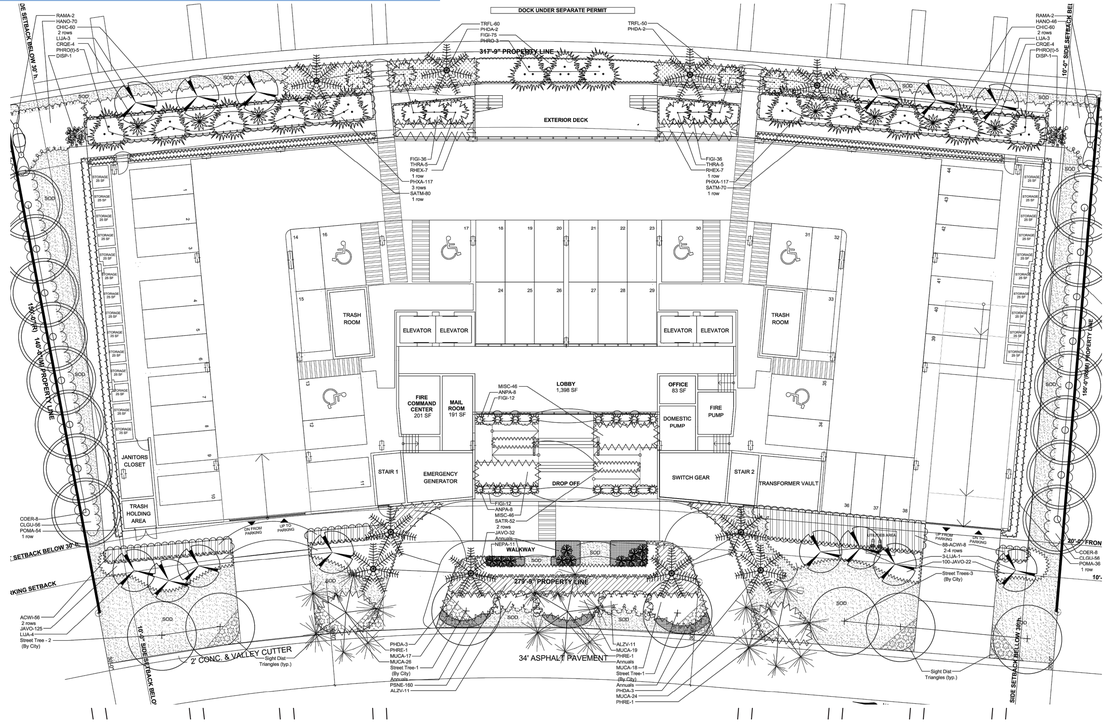
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EAST ELEVATION

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L-015.1

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LANDSCAPE
back-lot

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TREE LEGEND

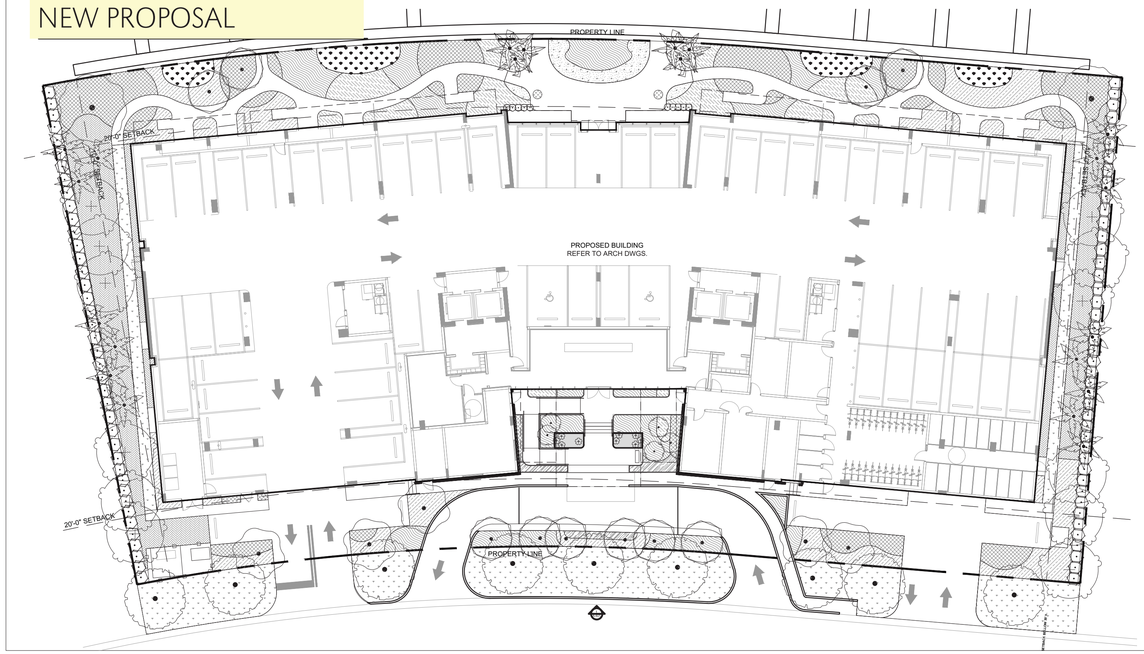
SYMBOL USED ON PLAN			PLANT NAME		NATIVE SPECIES		HEIGHT		CANOPY DIAMETER	QUANTITY (as trees)
Symbol	New	Existing	Scientific	Common	Yes	No	Installed	Estimated at maturity*	Estimated at maturity*	
COER	16		Conocarpus erectus	Green Buttonwood	X		16'	30'	20'	16
LIJA	11		Ligustonia japonica	Japanese Privet		X	12'	14'	14'	11
Street Trees(TBD)	7		To Be Determined by City		X		16'	30'	26'	7
PHDA	10		Phoenix dactylifera	Date Palm		X	26'	50'	16'	3
PHRE	3		Phoenix reclinata	Senegal Date Palm		X	16'	30'	20'	1
PHRO	13		Phoenix roebellini	Pygmy Date Palm		X	8'	14'	8'	4
RAMA	4		Ravanela madagascariensis	Traveler's Palm		X	14'	30'	10'	1
									TOTAL	43

Required Tree Sizes for 5+ Story Building		
	Required	Provided
50% Trees @ 16'-18' x 7' or Palms @ 22'-28'	23	33
25% Trees @ 18'-20' x 7' or Palms @ 22'-28'	10	14
25% Trees @ 12' x 5' (min req) or Palms @ 14'-18'	10	51

PLANT LIST - GROUNDFLOOR

KEY	PLANT NAME	QTY.	UT.	SIZE
Annuals	Annuals	as req.	ea.	to be approved by landscape architect
ACWI	Acalypha wilkesiana '...Copperleaf	152	ea.	3 gallon cans, 24" x 18", 24" o.c.
ALZV	Alpinia zerumbet 'Variegata' '...Variegated Ginger	22	ea.	36" x 36", 36" o.c.
ANPA	Androlepis 'Paradise' '...Bromeliad	16	ea.	3 gallon cans
CHIC	Chrysobalanus icaco Red Tip '...Cocoplum	120	ea.	3 gallon cans, 24" x 18", 24" o.c.
CLGU	Clusia guttifera '...Small Leaf Clusia	112	ea.	30"x30", 36" o.c.
COER	Conocarpus erectus '...Green Buttonwood	16	ea.	16'-18' tall x 7' spread, 6" CT, 4" cal
CROE	Crinum asiaticum 'Queen Emma' '...Queen Emma Crinum	8	ea.	36" x 36"
DISP	Dioon spinulosum '...Giant Dioon	2	ea.	36" x 36"
FIGI	Ficus microcarpa "Green Island" '...Ficus Green Island	171	ea.	3 gallon cans, 18" x 18", 24" o.c.
HANO	Hamelia nodosa '...Dwarf Firebush	116	ea.	3 gallon cans, 24" o.c.
JAVO	Jasminum volubile '...Wax Jasmine	279	ea.	3 gallon cans, 24" o.c.
LIJA	Ligustrum japonicum '...Wax Leaf Privet	11	ea.	12' tall x 10' spread, tree form, specimen
MISC	Microsorum scolopendria '...Wart Fern	92	ea.	1 gallon cans, 18" o.c.
MUCA	Muhlenbergia capillaris '...Muhly Grass	104	ea.	3 gallon cans, 30" o.c.
NEPA	Neoregalia 'Patricia' '...Bromeliad	11	ea.	3 gallon cans
PHDA	Phoenix dactylifera 'Medjool' '...Medjool Date Palm	10	ea.	26' tall overall, 15' gray wood, classic cut, from Groundworks
PHRE	Phoenix reclinata '...Senegal Date Palm	3	ea.	16'-18' tall OA, 4-5 trunks, all heads same height
PHROti	Phoenix roebellini '...Pygmy Date Palm	13	ea.	8' tall, 3 trunks, all heads same height
PHXA	Philodendron 'xanadu' '...Xanadu Philodendron	234	ea.	3 gallon cans, 24" o.c.
POMA	Podocarpus macrophylla '...Podocarpus	90	ea.	3 gallon cans, 24" o.c.
PSNE	Psychotria nervosa '...Wild Coffee	160	ea.	3 gallon cans, 24" o.c.
RAMA	Ravanela madagascariensis '...Traveler's Palm	4	ea.	14' tall OA, double trunk
RHEX	Rhapis excelsa '...Lady Palm	14	ea.	36" x 30", 36" o.c.
SATM	Sansevieria trifbsciata 'Moonglow' '...Moonglow Snakeplant	150	ea.	1 gallon cans, 12" o.c.
SATR	Sansevieria trifbsciata '...Snakeplant	52	ea.	1 gallon cans, 12" o.c.
THRA	Thrinax radiata '...Green Thatch Palm	10	ea.	4'-5' tall overall
TRFL	Tripsicum floridanum '...Dwarf Fakahatchee Grass	110	ea.	3 gallon cans, 30" o.c.
STREET TREES	STREET TREES (Species to be selected by the Village)	7	ea.	16'-18' tall x 7' spread, 6" CT, 4" cal
sod	St. Augustine "Palmetto"	4750	s.f.	solid sod
	Planting Soil 70% Silica Sand 30% Everglades Muck	as req.	c.y.	
	Shredded Maleluca Mulch	as req.	c.y.	

NEW PROPOSAL



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	12	Coccoloba diversifolia	Pigeon Plum	FG, B&B	4" min.	16` - 18`	7` min.	YES		STANDARD
	2	Coccoloba uvifera	Sea Grape	FG, B&B	4" min.	16` - 18`	7` min.	YES		CHARACTER TREE
	10	Ligustrum japonicum	Japanese Privet	200 gal.		14`	13` - 14`	NO		MULTI-TRUNK W/ CLEAR TRUNK
	5	Tabebuia heterophylla	Pink Tabebuia	FG, B&B	6" min.	18` - 20`	14`	NO		
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	5	Licuala grandis	Licuala Palm	45 gal.		6`	8` OA	NO		SPECIMEN
	15	Veitchia montgomeryana	Montgomery Palm	FG, B&B		26` O.A.	15`	NO		DOUBLE TRUNK
	2	Veitchia montgomeryana	Montgomery Palm	FG, B&B		26` O.A.	15`	NO		TRIPLE TRUNK
STREET TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	9	Cordia sebestena	Orange Geiger Tree	FG, B&B	3" min.	15`	10`	YES		STREET TREE, 6'-8" CT
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	83	Myrcianthes fragrans	Simpson's Stopper	25 gal.		5`-6`	3`-4`	YES		
VINE/ESPALIER	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	10	Stephanotis floribunda	Madagascar Jasmine	7 gal.		18"	18"	NO		VINE ON TRELLIS
AQUATIC PLANTS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	9	Nymphaea 'Barbara Barnette'	Barbara Barnette Water Lily	3 GAL.	3`			YES		AQUATIC PLANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING	REMARKS
	102	Alocasia odora	Elephant Ear	7 gal.	Pot	36"	36"	NO	36" o.c.	
	447	Ficus microcarpa 'Green Island'	Green Island Ficus	7 gal.	Pot	24"	24"	NO	24" o.c.	FULL
	12	Liriope muscari	Lilyturf	1 gal.	Pot	12"	12"	NO	12" o.c.	
	59	Microsorum scolopendria	Wart Fern	7 gal.	Pot	18"	18"	NO	18" o.c.	FULL
	796	Neomarica caerulea 'Regina'	Apostles Iris	3 gal.	Pot	36"	18"	NO	18" o.c.	
	561	Nephrolepis biserrata	Macho Fern	7 gal.	Pot	24"	24"	YES	24" o.c.	
	601	Philodendron x 'Burle Marx'	Burle Marx Philodendron	1 gal.	Pot	18"	18"	NO	18" o.c.	FULL TO BASE
	169	Spathoglottis plicata 'Purple'	Purple Ground Orchid	3 gal.	Pot	18"	18"	NO	18" o.c.	FULL
	4,016 sf	Zoysia x	Zoysia Grass	---						SOD

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Revisions

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FOR THE FIRM:
GERARDO JAVIER DELGADO
R.L.A. 0001574

TOWN MEETING

DATE
12/14/2021

SCALE
Scale: N.T.S.

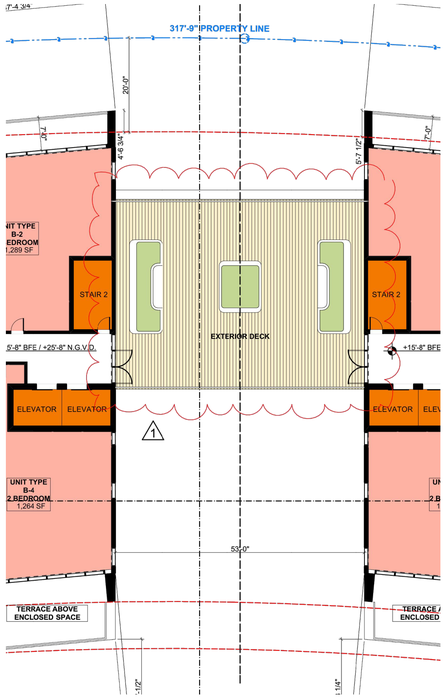
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MA21108

SHEET NAME
LANDSCAPE COMPARISON
GROUND FLOOR

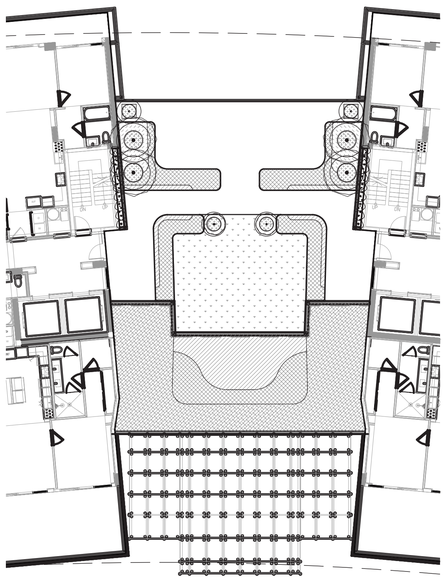
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PLANT SCHEDULE

TREES IN POTS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	FV	2	Feijoa sellowiana	Pineapple Guava	30 gal.		4`	3`	NO		MULTI-TRUNK W/ CLEAR TRUNK
	LJ2	4	Ligustrum japonicum	Japanese Privet	30 gal.		5`	3`	NO		MULTI-TRUNK W/ CLEAR TRUNK
VINE/ESPALIER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	STF	18	Stephanotis floribunda	Madagascar Jasmine	7 gal.		18"	18"	NO		VINE ON TRELLIS
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING	REMARKS
	DRD	93	Dracaena reflexa 'Song of Jamaica'	Song of Jamaica Dracaena	7 gal.	Pot	48"	36"	NO	36" o.c.	MULTI-TRUNK. FULL.
	EVG	1,251	Evolvulus glomeratus 'Blue Daze'	Brazilian Dwarf Morning Glory	1 gal.	Pot	6"	6"	NO	6" o.c.	
	LIM2	62	Liriope muscari	Lilyturf	1 gal.	Pot	12"	12"	NO	12" o.c.	
	LIM	21	Liriope muscari	Lilyturf	3 gal.	Pot	12"	12"	NO	12" o.c.	
	MUP	30	Murraya paniculata	Orange Jessamine	15 gal.	Pot	36"	24"	NO	24" o.c.	FULL TO BASE
	NER	220	Neomarica caerulea 'Regina'	Apostles Iris	3 gal.	Pot	36"	18"	NO	18" o.c.	
	ZX	621 sf	Zoysia x	Zoysia Grass	---						SOD

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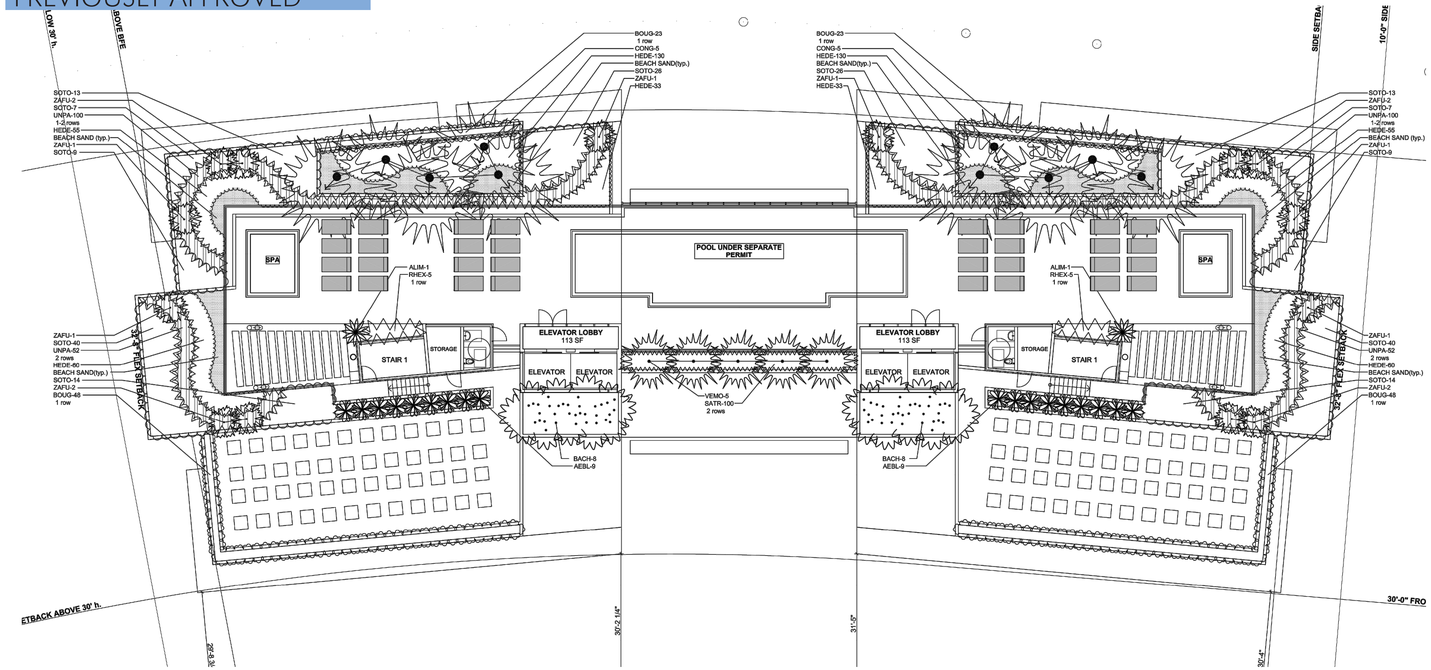
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SHEET NAME
LANDSCAPE COMPARISON
LEVEL 3

Sheet No.
L-017

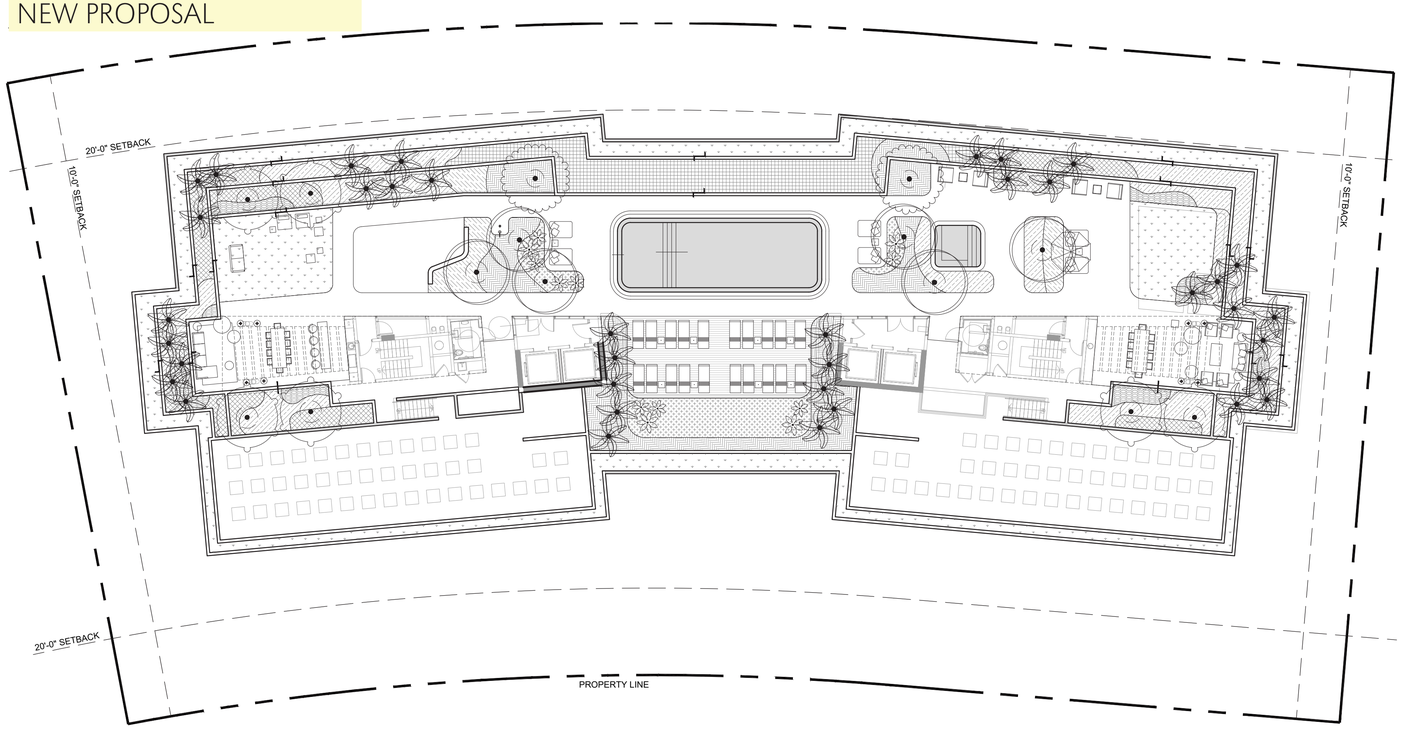
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PLANT LIST - ROOF DECK				
KEY	PLANT NAME	QTY.	UT.	SIZE
AEBL	Aechmea blanchetiana ...Orange Bromeliad	18	ea.	7 gallon cans
ALIM	Alcantarea imperialis ...Bromeliad	2	ea.	30" spread
BACH	Bambusa chungii ...Tropical Blue Bamboo	16	ea.	7 gallon cans, 8-10' tall, 3-5 culms per pot
BOUG	Bougainvilla spp. ...Bouganvilla	142	ea.	3gallon cans, 24" o.c.
CONG	Cocos nucifera 'Maypan' ...Coconut Palm	10	ea.	6' CT min, curved trunk, mixed heights
HEDE	Helianthus debilis ...Dune Sunflower	556	ea.	1 gallon cans, 18" o.c.
RHEX	Rhapis excelsa ...Lady Palm	10	ea.	36" tall, full, 24" o.c.
SATR	Sansevieria trifasciata ...Snake Plant	100	ea.	1 gallon cans, 12" o.c.
SOTO	Sophora tomentosa ...Necklace Pod	218	ea.	3 gallon cans, 30" o.c.
UNPA	Uniola paniculata ...Sea Oats	304	ea.	3 gallon cans, full, 24" o.c.
VEMO	Veitchia montgomeriana ...Montgomery Palm	5	ea.	12' tall OA, matching heights
ZAFU	Zamia furfuracea ...Cardboard Palm	14	ea.	36" x 36"
	Planting Soil - Atlas Peat and Soil 3000 Mix	as req.	c.y.	Backfill planters to within 2" of top of planter wall
	White Beach Sand	30	c.y.	2" layer as mulch everywhere melaluca mulch is not used (See mulch locations below)
	Shredded Melaluca Mulch	7	c.y.	2" layer in beds of the following: BOUG, BACH, AEBL, and SATR

NEW PROPOSAL



PLANT SCHEDULE											
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	CR	6	Clusia rosea	Autograph Tree	200 gal.		16`-18`	16`	YES		80" CLEAR TRUNK
	NE	6	Noronhia emarginata	Madagascar Olive	100 gal.	4" min.	16`	10`	NO		CHARACTER TRUNK
	PS	2	Plumeria obtusa	Singapore White Plumeria	100 gal.	3" min.	9`-10`	8`	NO		STANDARD, FLORIDA F WHITE FLOWERS.
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	DC	37	Dypsis cabadae	Cabada Palm	100 gal.	4" min.	14`-16` CT		NO		MULTI, MIN. 4 CANES
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	ALI2	4	Alcantarea imperialis	Imperial Bromeliad	15 gal.		36"	36"	NO		FLORIDA FANCY
	ALI	8	Alcantarea imperialis	Imperial Bromeliad	7 gal.		30"	30"	NO		FLORIDA FANCY
VINE/ESPALIER	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	HEIGHT	SPREAD	NATIVE		REMARKS
	THG	8	Thunbergia grandiflora 'Blue Sky'	Blue Sky Flower	7 gal.		24"	18"	NO		VINE ON TRELLIS
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT	SPREAD	NATIVE	SPACING	REMARKS
	ALO	31	Alocasia odora	Elephant Ear	7 gal.	Pot	36"	36"	NO	36" o.c.	
	FIM	910	Ficus microcarpa 'Green Island'	Green Island Ficus	7 gal.	Pot	24"	24"	NO	24" o.c.	FULL
	HYL	976	Hymenocallis latifolia	Spider Lily	3 gal.	Pot	18"	18"	YES	18" o.c.	FULL
	IPP	301	Ipomoea pes-caprae	Railroad Vine	1 gal.	Pot	12"	18"	YES	12" o.c.	STAGGERED SPACING
	LIM	1,216	Liriope muscari	Lilyturf	3 gal.	Pot	12"	12"	NO	12" o.c.	
	NER	965	Neomarica caerulea 'Regina'	Apostles Iris	3 gal.	Pot	36"	18"	NO	18" o.c.	
	PLA	302	Plumbago auriculata	Blue Plumbago	3 gal.	Pot	24"	24"	NO	24" o.c.	FULL. LOW BRANCHED
	ZX	3,093 sf	Zoysia x	Zoysia Grass	---						SOD

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FOR THE FIRM:
GERARDO JAVIER DELGADO
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TOWN MEETING

DATE
12/14/2021

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MA21108

SHEET NAME
LANDSCAPE COMPARISON
LEVEL 9

Sheet No.
L-018

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CIVIL
back-lot

NEW PROPOSAL

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

GENERAL NOTES:

1. ALL EXISTING VALLEY GUTTER SHALL BE REPLACED WITH F-CURB EXCEPT WHERE VEHICULAR & PEDESTRIAN ACCESS IS ALLOWED. EXISTING VALLEY GUTTER SHALL BE COMPLETELY DEMOLISHED & REPLACED; MODIFICATION OF THE EXISTING VALLEY GUTTER IS NOT ALLOWED.
2. ALL WORK WITHIN THE BUILDING MUST BE PERFORMED BY A LICENSED CONTRACTOR PER THE FLORIDA BUILDING CODE. ALL MATERIALS MUST MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.
3. REFER TO SHEET C-3 FOR LOCATION OF FIRE DEPARTMENT STAGING AREA.
4. DRAINAGE TO BE RETAINED ON-SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY.
5. ONLY ROOF DRAINS AND CONDENSATE LINES CAN GO TO THE WELL. ALL OTHER DRAINS TO EXFILTRATION TRENCH.
6. RESTORATION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

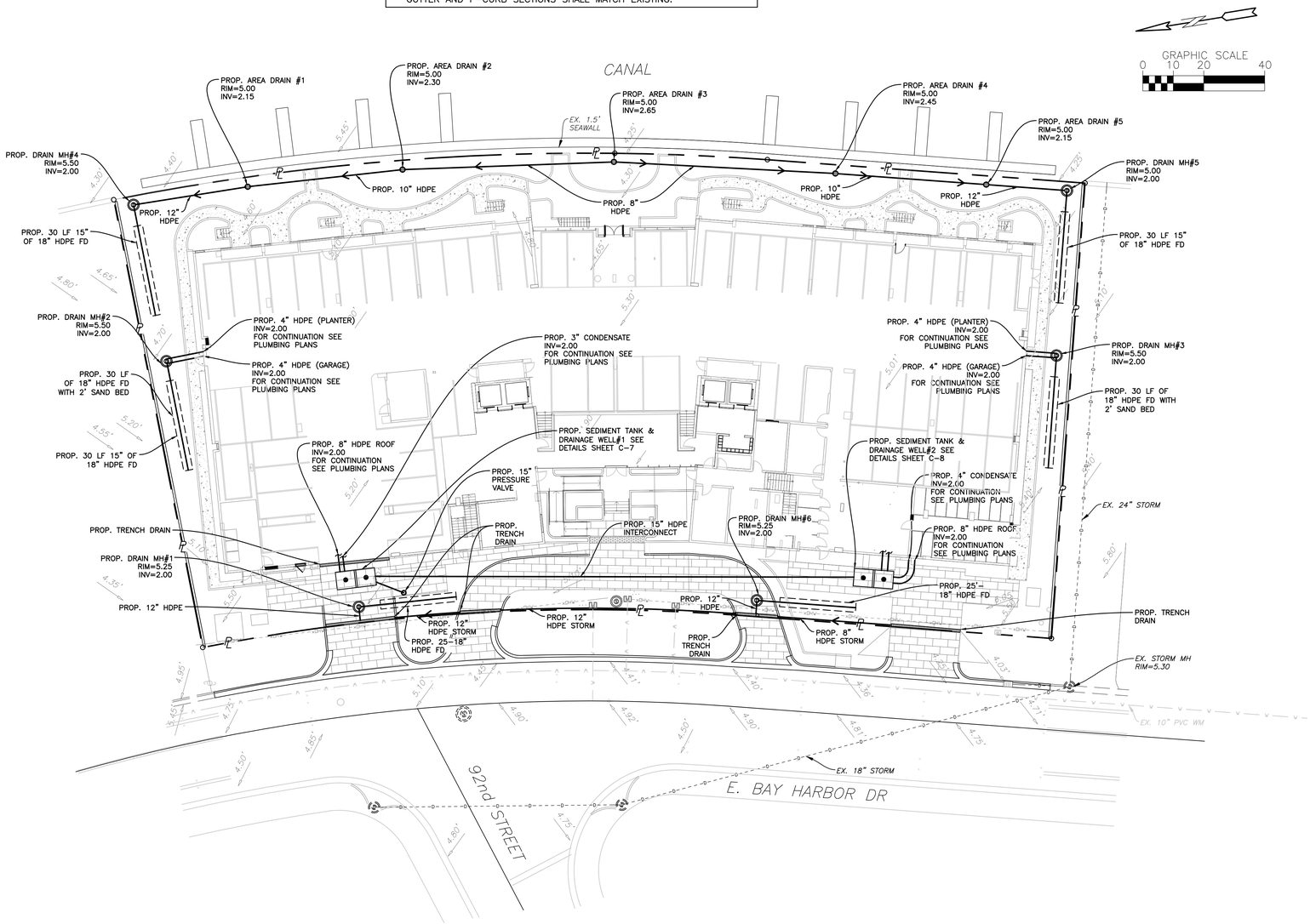
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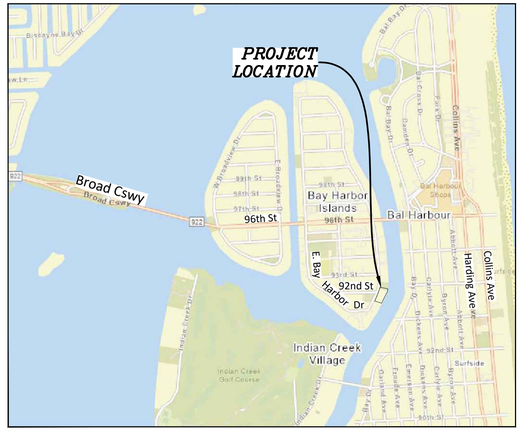
1. MAXIMUM SLOPE FOR HANDICAP PARKING SPACES & ACCESS AISLES TO BE 2%.
2. CONTRACTOR RESPONSIBLE FOR ALL REQUIRED DEMOLITION & REMOVAL OF MATERIAL FROM SITE.
3. CONNECT ALL ROOF DRAINS TO DRAINAGE CATCH BASINS.
4. CONCRETE SIDEWALK TO BE COMPLIANCE WITH TOWN OF BAY HARBOR ISLANDS REQUIREMENTS.
5. CONCRETE FOR SIDEWALKS CROSSING DRIVEWAYS & IN THE PUBLIC RIGHT OF WAY BE 6" DEEP AND 3,000 PSI ON 12" COMPACTED SUBGRADE.
6. ON-SITE PEDESTRIAN SIDEWALKS TO BE 4" DEEP, 3,000 PSI ON 4" COMPACTED SUBGRADE.
7. CONTRACTOR RESPONSIBLE FOR REMOVING AND RELOCATING ANY EXISTING ITEMS IN CONFLICT WITH NEW CONSTRUCTION.
8. CONTRACTOR TO FIELD VERIFY EXISTING GRADES PRIOR TO CONSTRUCTION.
9. CONTRACTOR RESPONSIBLE FOR REPAIRING ALL EXISTING ITEMS DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITIONS (AT A MINIMUM).
10. REFER TO ARCHITECT'S SITE PLAN FOR SITE LAYOUT AND DIMENSIONS.
11. FEMA FLOOD ZONE AE, ELEVATION 9.00 FEET.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

CONTRACTOR TO COORDINATE ALL PIPE CONNECTIONS AND PIPE ELEVATIONS WITH PLUMBING PLANS PRIOR TO ORDERING ANY STRUCTURES OR MATERIALS.

ALL STORMWATER IS TO BE RETAINED ONSITE





LOCATION MAP

N.T.S.

SEC 35, TWSP 52S, RNG 42E

NOTE:
ALL ELEVATIONS ARE REFERENCED TO N.G.V.D. 1929

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 1, OF "BAY HARBOUR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE54, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- PROPOSED GRAVEL LANDSCAPE
- PROPOSED STABILIZED SOD
- MILLING & RESURFACING AREA
- PROPOSED 4" THICK CONCRETE
- PROPOSED 6" THICK CONCRETE
- PROPOSED PAVERS
- 3.44 PROPOSED GRADE ELEVATION
- PROPOSED FIRE HYDRANT
- WM PROPOSED WATER METER
- PROPOSED VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED CATCH BASIN
- PROPOSED YARD DRAIN
- PROPOSED DRAINAGE MANHOLE
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- PROPOSED SURFACE FLOW
- EXISTING PIPING AND APPURTENANCES
- EXISTING BACKFLOW PREVENTOR
- EXISTING CATCH BASIN
- CO EXISTING CLEANOUT
- 48.0 EXISTING ELEVATION
- GM EXISTING GAS METER
- MH EXISTING MANHOLE (AS DESIGNATED)
- MW EXISTING MONITORING WELL
- SIGN EXISTING SIGN (AS INDICATED)
- VB EXISTING VALVE BOX
- WM EXISTING WATER METER
- EXISTING CONCRETE POLE
- x EXISTING FENCE

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

DRAINAGE PLAN

SCALE: 1"=20'

FINAL APPROVAL

DRAWN BY: HS	DESIGNED BY: SCH	SCALE: 1"=20'	
CHECKED BY: SCH	FIELD BOOK: N/A	DATE: 12/14/21	

HOLLAND ENGINEERING
CIVIL ENGINEERING SOLUTIONS
301 SW 7th Street
Fort Lauderdale, Florida 33315
Phone: 954.367.0371
Certificate of Authorization 7325

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

LA BAIA
AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FL

NO. OF SHEETS: 10

SHEET NO.: C-1

CAD FILE NO. 21-40

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NEW PROPOSAL

GENERAL NOTES:

1. ALL EXISTING VALLEY GUTTER SHALL BE REPLACED WITH F-CURB EXCEPT WHERE VEHICULAR & PEDESTRIAN ACCESS IS ALLOWED. EXISTING VALLEY GUTTER SHALL BE COMPLETELY DEMOLISHED & REPLACED; MODIFICATION OF THE EXISTING VALLEY GUTTER IS NOT ALLOWED.
2. ALL WORK WITHIN THE BUILDING MUST BE PERFORMED BY A LICENSED CONTRACTOR PER THE FLORIDA BUILDING CODE. ALL MATERIALS MUST MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.
3. REFER TO SHEET C-3 FOR LOCATION OF FIRE DEPARTMENT STAGING AREA.
4. DRAINAGE TO BE RETAINED ON-SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY.
5. ONLY ROOF DRAINS AND CONDENSATE LINES CAN GO TO THE WELL. ALL OTHER DRAINS TO EXFILTRATION TRENCH.
6. RESTORATION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

NOTES:

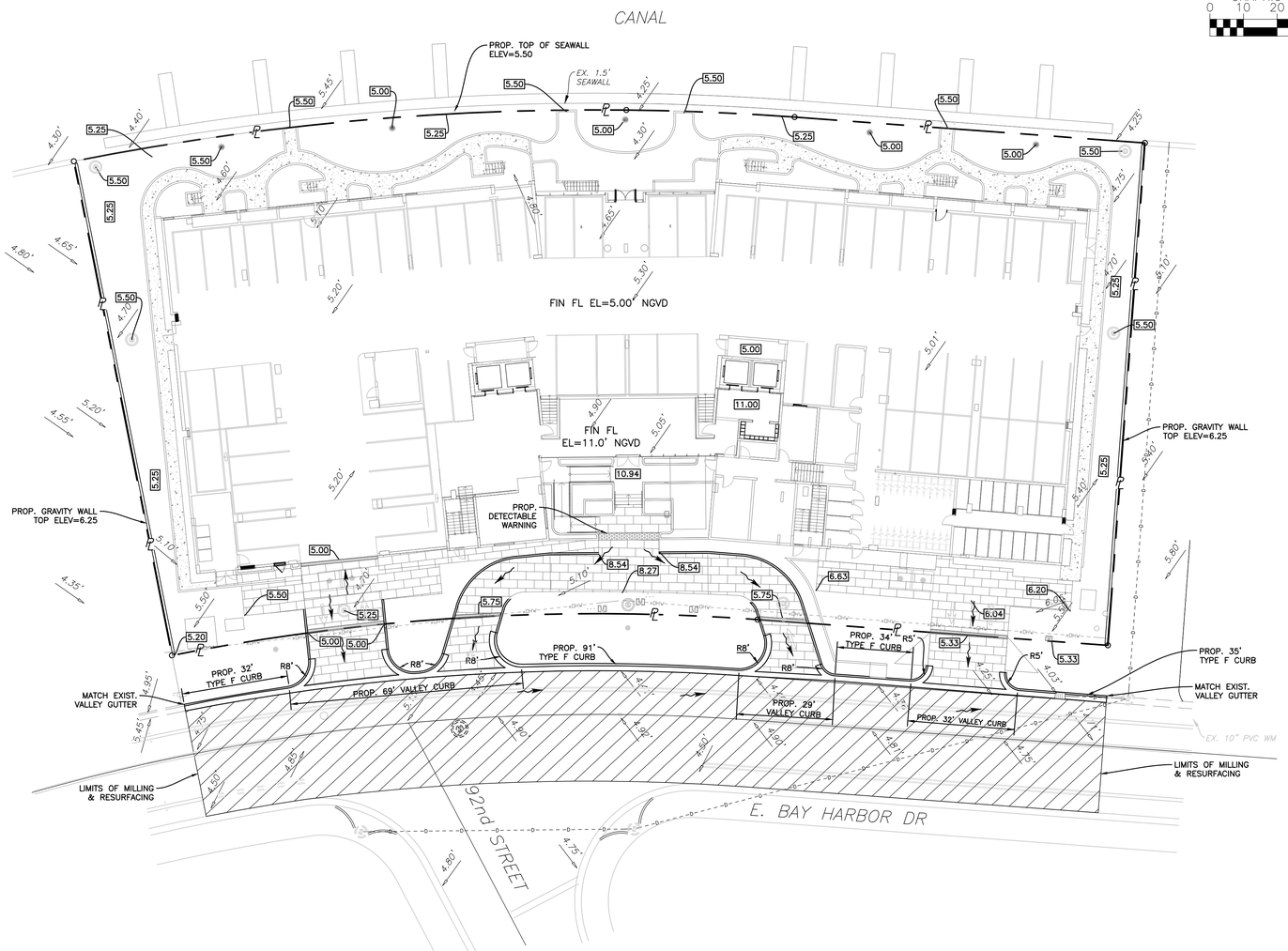
1. MAXIMUM SLOPE FOR HANDICAP PARKING SPACES & ACCESS AISLES TO BE 2%.
2. CONTRACTOR RESPONSIBLE FOR ALL REQUIRED DEMOLITION & REMOVAL OF MATERIAL FROM SITE.
3. CONNECT ALL ROOF DRAINS TO DRAINAGE CATCH BASINS.
4. CONCRETE SIDEWALK TO BE COMPLIANCE WITH CITY OF TOWN OF BAY HARBOR ISLANDS REQUIREMENTS.
5. CONCRETE FOR SIDEWALKS CROSSING DRIVEWAYS & IN THE PUBLIC RIGHT OF WAY BE 6" DEEP AND 3,000 PSI ON 12" COMPACTED SUBGRADE.
6. ON-SITE PEDESTRIAN SIDEWALKS TO BE 4" DEEP, 3,000 PSI ON 4" COMPACTED SUBGRADE.
7. CONTRACTOR RESPONSIBLE FOR REMOVING AND RELOCATING ANY EXISTING ITEMS IN CONFLICT WITH NEW CONSTRUCTION.
8. CONTRACTOR TO FIELD VERIFY EXISTING GRADES PRIOR TO CONSTRUCTION.
9. CONTRACTOR RESPONSIBLE FOR REPAIRING ALL EXISTING ITEMS DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITIONS (AT A MINIMUM).
10. REFER TO ARCHITECT'S SITE PLAN FOR SITE LAYOUT AND DIMENSIONS.
11. FEMA FLOOD ZONE AE, ELEVATION 9.00 FEET.

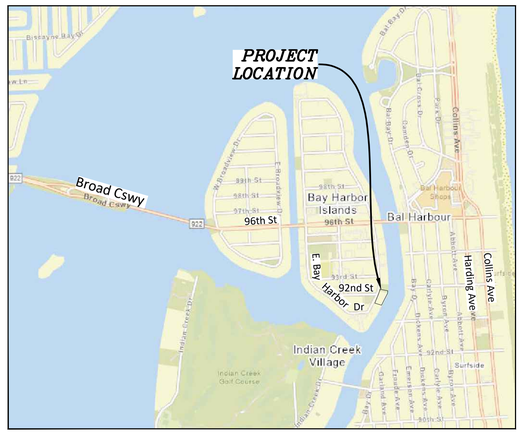
THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

ALL STORMWATER IS TO BE RETAINED ONSITE

GRAPHIC SCALE
0 10 20 40





LOCATION MAP

N.T.S.

SEC 35, TWSP 52S, RNG 42E

NOTE:
ALL ELEVATIONS ARE REFERENCED TO N.G.V.D. 1929

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 1, OF "BAY HARBOUR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE54, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- PROPOSED GRAVEL LANDSCAPE
- PROPOSED STABILIZED SOD
- MILLING & RESURFACING AREA
- PROPOSED 4" THICK CONCRETE
- PROPOSED 6" THICK CONCRETE
- PROPOSED PAVERS
- 3.44 PROPOSED GRADE ELEVATION
- PROPOSED FIRE HYDRANT
- WM PROPOSED WATER METER
- PROPOSED VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED CATCH BASIN
- PROPOSED YARD DRAIN
- PROPOSED DRAINAGE MANHOLE
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- PROPOSED SURFACE FLOW
- EXISTING PIPING AND APPURTENANCES
- EXISTING BACKFLOW PREVENTOR
- EXISTING CATCH BASIN
- CO EXISTING CLEANOUT
- 48.0 EXISTING ELEVATION
- GM EXISTING GAS METER
- MH EXISTING MANHOLE (AS DESIGNATED)
- MW EXISTING MONITORING WELL
- SIGN EXISTING SIGN (AS INDICATED)
- VB EXISTING VALVE BOX
- WM EXISTING WATER METER
- EXISTING CONCRETE POLE
- X EXISTING FENCE

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

GRADING PLAN

SCALE: 1"=20'

FINAL APPROVAL

DRAWN BY:	DESIGNED BY:	CHECKED BY:
HS	SCH	SCH

SCALE:	DATE:	FIELD BOOK:
1"=20'	12/14/21	N/A

HOLLAND ENGINEERING
CIVIL ENGINEERING SOLUTIONS
301 SW 7th Street
Fort Lauderdale, Florida 33315
Phone: 954.367.0371
Certificate of Authorization 7325

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

LA BAIA
AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FL

NO. OF SHEETS: 10

SHEET NO.: C-2

CAD FILE NO. 21-40

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CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

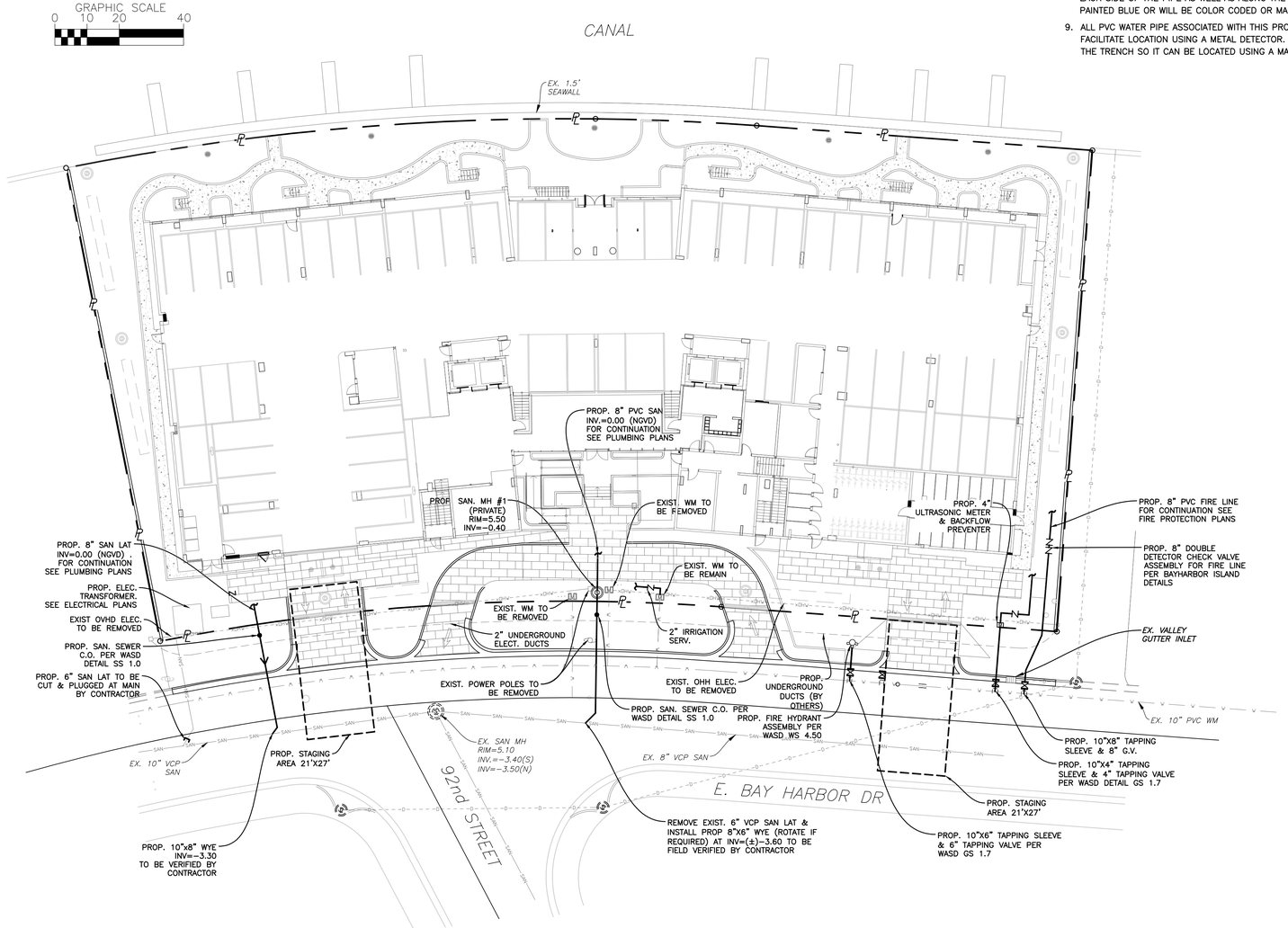
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NOTES:

1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER FIRE AND SEWER SERVICES.
2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER MAIN AND CONFIRM DEPTH OF PIPE.
3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS.
5. ALL BACKFLOW PREVENTERS TO BE INSTALLED IN ACCORDANCE WITH COUNTY REGULATIONS.
6. SEWER LATERAL TO BE CAPPED, IS TO BE INSPECTED BY CITY INSPECTOR

CONTRACTOR TO COORDINATE ALL PIPE CONNECTIONS AND PIPE ELEVATIONS WITH PLUMBING PLANS PRIOR TO ORDERING ANY STRUCTURES OR MATERIALS.

GRAPHIC SCALE
0 10 20 40



WATER MAIN NOTES

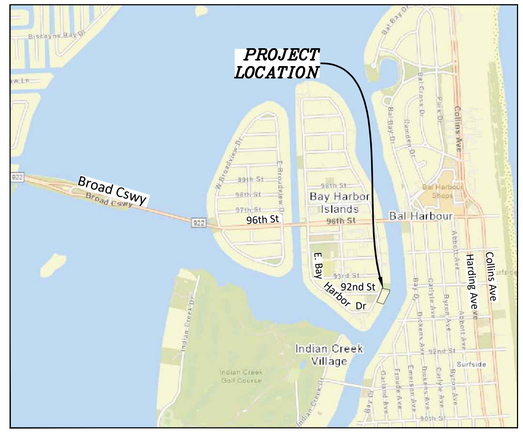
1. ALL WATER MAINS SHALL BE DESIGNED FOR A MINIMUM WORKING PRESSURE OF 150 PSI.
2. ALL PIPE TO BE USED ON THIS PROJECT SHALL BE C-900 PVC FOR THE WATER SERVICE AND FIRE SERVICE CONNECTIONS.
3. MINIMUM DEPTH OVER PVC WATER MAINS SHALL BE 36". MINIMUM DEPTH OVER DIP WATER MAINS SHALL BE 30".
4. THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED. THE PRESSURE TEST SHALL BE FOR TWO HOURS AT 150 PSI MINIMUM TEST PRESSURE IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST. LEAKAGE ALLOWANCES WILL NOT BE MADE FOR FITTINGS OR VALVES.
5. ALLOWABLE LEAKAGE SHALL NOT EXCEED THE FORMULA OF:

$$L\ (\text{GALLONS PER HOUR}) = \frac{S\,D\,(P)}{148{,}000}$$

L = ALLOWABLE LEAKAGE IN GALS/HR (NO ALLOWABLE LEAKAGE FOR VALVES)
S = LENGTH OF PIPE TESTED IN FEET
D = NOMINAL DIAMETER OF PIPE
P = AVERAGE TEST PRESSURE DURING TEST IN LBS/SQ. IN.

6. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY & THE ENGINEER OF RECORD.
7. THE WATER SYSTEM SHALL BE CLEANED AND TESTED. ALL HYDROSTATIC TESTING AND DISINFECTION SHALL BE MADE IN ACCORDANCE WITH ANSI/AWWA C651-05, OR LATEST REVISIONS.
8. ALL PIPE & PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(b)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BULE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED INTO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90' INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE).
9. ALL PVC WATER PIPE ASSOCIATED WITH THIS PROJECT SHALL HAVE MAGNETIZED TAPE ON THE PIPE TO FACILITATE LOCATION USING A METAL DETECTOR. THE MAGNETIC TAPE WILL BE USED ON THE PVC PIPE IN THE TRENCH SO IT CAN BE LOCATED USING A MAGNETIC METAL DETECTOR IN THE FUTURE.

NEW PROPOSAL



LOCATION MAP

N.T.S.

SEC 35, TWSP 52S, RNG 42E

NOTE:
ALL ELEVATIONS ARE REFERENCED TO N.G.V.D. 1929

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 1, OF "BAY HARBOUR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE54, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- PROPOSED GRAVEL LANDSCAPE
- PROPOSED STABILIZED SOD
- MILLING & RESURFACING AREA
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- PROPOSED 6" THICK CONCRETE
- PROPOSED PAVERS
- 3.44 PROPOSED GRADE ELEVATION
- PROPOSED FIRE HYDRANT
- WM PROPOSED WATER METER
- PROPOSED VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED CATCH BASIN
- PROPOSED YARD DRAIN
- PROPOSED DRAINAGE MANHOLE
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- PROPOSED SURFACE FLOW
- EXISTING PIPING AND APPURTENANCES
- EXISTING BACKFLOW PREVENTOR
- EXISTING CATCH BASIN
- CO EXISTING CLEANOUT
- 4.56 EXISTING ELEVATION
- GM EXISTING GAS METER
- MH EXISTING MANHOLE (AS DESIGNATED)
- MW EXISTING MONITORING WELL
- SIGN EXISTING SIGN (AS INDICATED)
- VB EXISTING VALVE BOX
- WM EXISTING WATER METER
- EXISTING CONCRETE POLE
- X EXISTING FENCE

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WATER & SEWER PLAN

SCALE: 1"=20'

FINAL APPROVAL

SCALE: 1"=20' | DATE: 12/14/21 | FIELD BOOK: N/A
DRAWN BY: HS | DESIGNED BY: SCH | CHECKED BY: SCH

HOLLAND ENGINEERING
CIVIL ENGINEERING SOLUTIONS
301 SW 7th Street
Fort Lauderdale, Florida 33315
Phone: 954.367.0371
Certificate of Authorization 7325

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

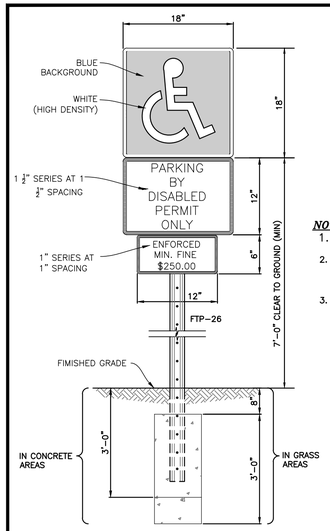
LA BAIA
AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FL

NO. OF SHEETS: 10

SHEET NO.: C-3

CAD FILE NO. 21-40

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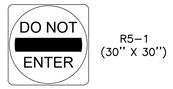
FTP-26 HANDICAP PARKING SIGN WITH SUPPLEMENTAL 12" x 6" "MINIMUM FINE $250.00" SIGN

HANDICAP PARKING SIGN

N.T.S.

NOTES:

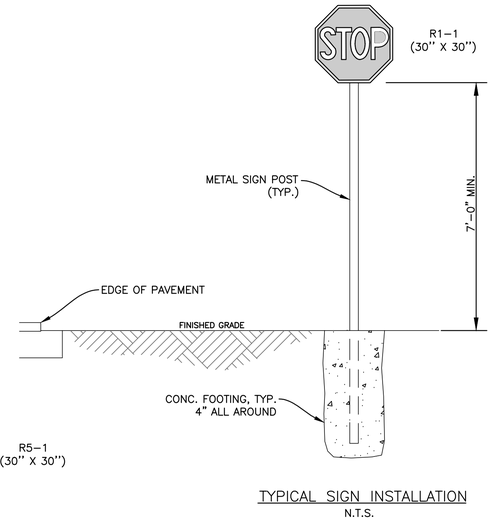
1. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
2. LOCATE SIGN AT CENTERLINE AND HEAD OF EACH HANDICAP PARKING STALL, WHERE APPLICABLE.



R5-1 (30" X 30")

DO NOT ENTER SIGN DETAIL

N.T.S.



TYPICAL SIGN INSTALLATION

N.T.S.

GENERAL NOTES:

1. ALL SIGNS SHALL CONFORM WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". U.S. DEPARTMENT OF TRANSPORTATION.
2. CONTRACTOR TO COORDINATE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BROWARD COUNTY AND SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS. (U.S. DEPARTMENT OF TRANSPORTATION FHWA). ATTENTION IS ALSO IS DIRECTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARD INDEX 17721 THRU 17900.
3. IN THE EVENT THAT EXISTING CONDITIONS VARY FROM THOSE INDICATED TO THE EXTEND THAT A "FIELD REVISION" IS REQUIRED THE CONTRACTOR SHALL NOTIFY BY THE ENGINEER IMMEDIATELY.
4. FOR SITE PLAN DETAILS SEE ARCHITECTURAL PLANS.
5. ALL WORK BE DONE IN ACCORDANCE WITH THE TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY STANDARD DETAILS AND SPECIFICATIONS AND APPLICABLE PERMITS.
6. ALL EXISTING ROAD SIGNS WITHIN SIDEWALKS AREAS TO BE REMOVED AND REPLACE WITH NEW ROAD SIGNS AS PER TOWN OF OF BAY HARBOR ISLANDS REQUIREMENTS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

NEW PROPOSAL



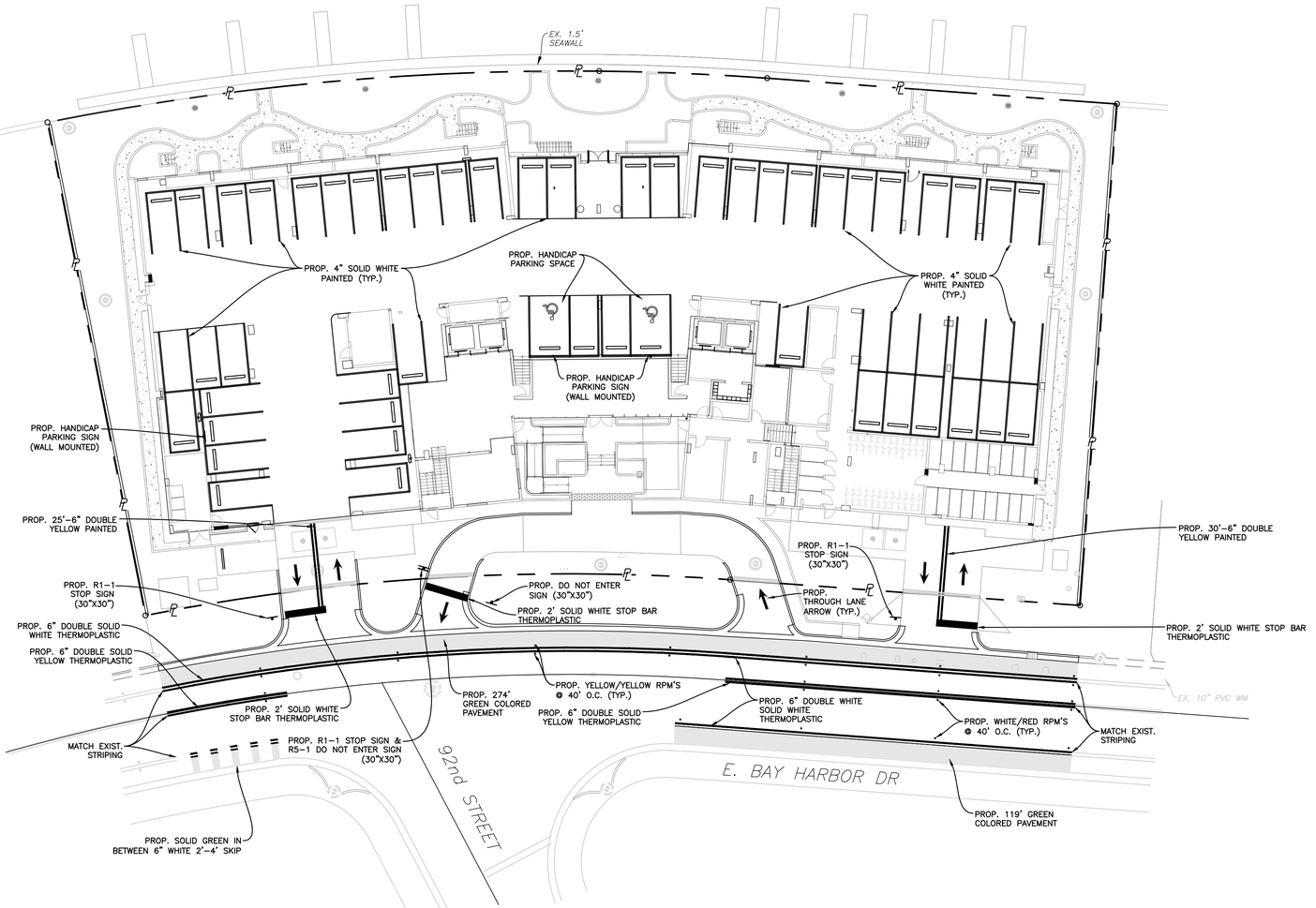
LOCATION MAP

N.T.S.

SEC 35, TWSP 52S, RNG 42E

GRAPHIC SCALE
0 10 20 40

CANAL



LEGEND

- PROPOSED GRAVEL LANDSCAPE
- PROPOSED STABILIZED SOD
- MILLING & RESURFACING AREA
- PROPOSED 4" THICK CONCRETE
- PROPOSED GREEN COLORED PAVEMENT
- 3.44 PROPOSED GRADE ELEVATION
- PROPOSED FIRE HYDRANT
- WM PROPOSED WATER METER
- PROPOSED VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED CATCH BASIN
- PROPOSED YARD DRAIN
- PROPOSED DRAINAGE MANHOLE
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- PROPOSED SURFACE FLOW
- EXISTING PIPING AND APPURTENANCES
- EXISTING BACKFLOW PREVENTOR
- EXISTING CATCH BASIN
- CO EXISTING CLEANOUT
- +8.0 EXISTING ELEVATION
- GM EXISTING GAS METER
- MH EXISTING MANHOLE (AS DESIGNATED)
- MW EXISTING MONITORING WELL
- SIGN EXISTING SIGN (AS INDICATED)
- VB EXISTING VALVE BOX
- WM EXISTING WATER METER
- EXISTING CONCRETE POLE
- X EXISTING FENCE

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PAVEMENT MARKING & SIGNAGE PLAN

SCALE: 1"=20'

FINAL APPROVAL

SCALE:	1" = 20'
DRAWN BY:	HS
DESIGNED BY:	SCH
DATE:	12/14/21
CHECKED BY:	SCH
FIELD BOOK:	N/A

HOLLAND ENGINEERING
CIVIL ENGINEERING SOLUTIONS
301 SW 7th Street
Fort Lauderdale, Florida 33315
Phone: 954.367.0371
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REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

LA BAIA AT
9201 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, FL

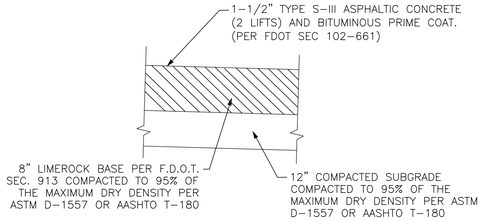
NO. OF SHEETS: 10

SHEET NO.: C-4

CAD FILE NO. 21-40

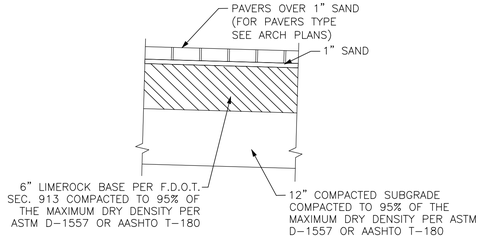
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NEW PROPOSAL



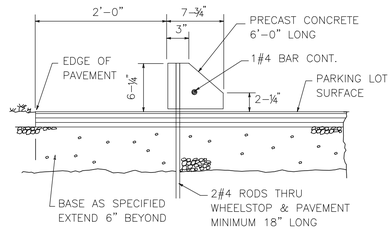
TYPICAL PAVEMENT SECTION

N.T.S.



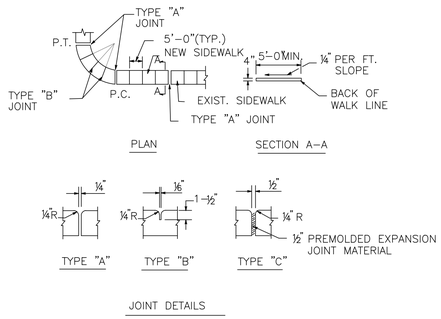
TYPICAL PAVERS SECTION

N.T.S.



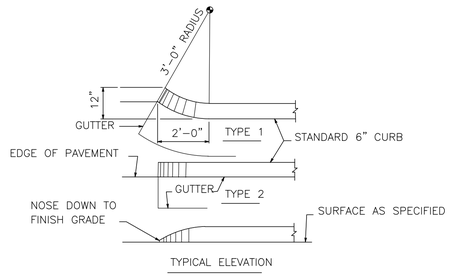
PRECAST CONCRETE WHEELSTOP

N.T.S.



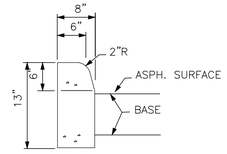
CONCRETE SIDEWALK

N.T.S.



STANDARD CURB NOSING

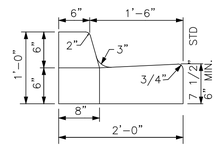
N.T.S.



TYPE "D" CURB

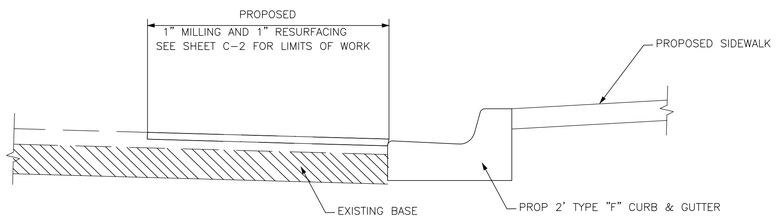
N.T.S.

TO BE USED AT CURB RADIUS RETURN



TYPE "F" CONCRETE CURB & GUTTER

N.T.S.



EAST BAY HARBOR DRIVE

N.T.S.

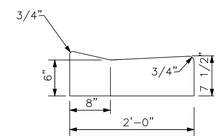
DESIGN SPEED = 35 MPH

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)
(3/4" BELOW LIP OF GUTTER AT LOW SIDE)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL C) 100 LBS/SY, PER 1" LIFT)
ASPHALTIC CONCRETE FRICTION COURSE FC-9.5 (110 LBS/SY RUBBER)



DRIVEWAY CURB

N.T.S.

SITE & PAVING DETAILS

SCALE: N.T.S.

FINAL APPROVAL

SCALE:	DATE:	FIELD BOOK:
N.T.S.	12/14/21	N/A
DRAWN BY:	DESIGNED BY:	CHECKED BY:
HS	SCH	SCH

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NO.	DATE	BY	CHK'D	DESCRIPTION

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TOWN OF BAY HARBOR ISLANDS, FL

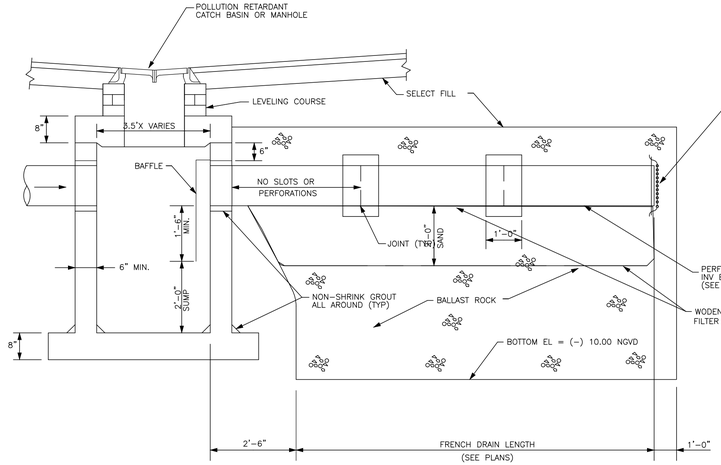
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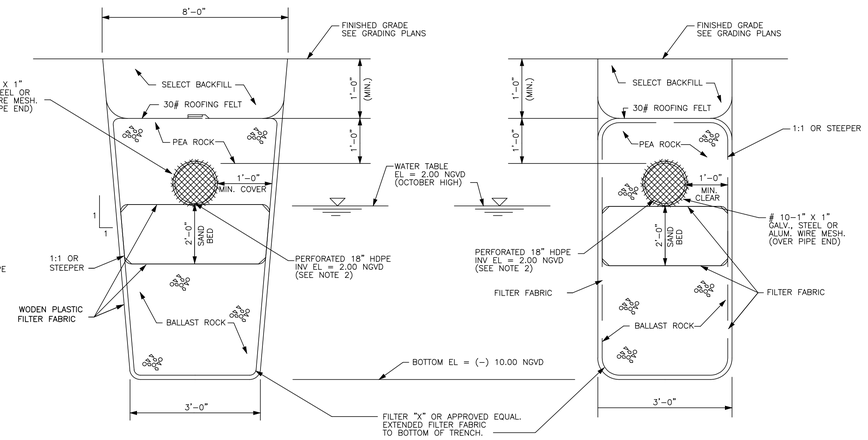
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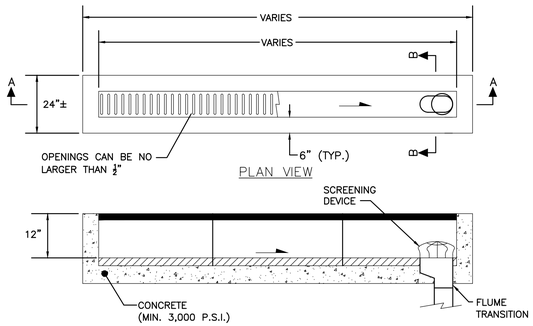
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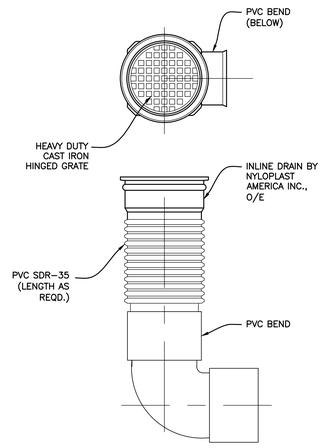
ALTERNATE CROSS-SECTION DETAIL FOR SANDY SOIL CONDITION
N.T.S.

TRANSVERSE SECTION DETAIL
N.T.S.

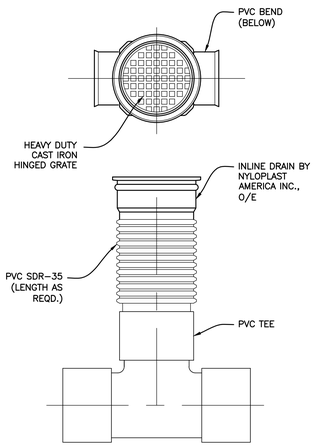
NOTE:
1. FRENCH DRAIN TO BE IN ACCORDANCE WITH DADE COUNTY STANDARD DETAILS SD-1.1 LATEST REVISION MARCH 12, 1992.
2. WOVEN PLASTIC FILTER FABRIC (AT EACH SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY OR FILLED AREAS.
3. WASH DOWN THE BALLAST ROCK WITH CLEAN WATER AFTER ROCK HAS BEEN PLACED TO THE PROPER ELEVATION TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. ADD ADDITIONAL BALLAST ROCK TO RESTORE ROCK TO THE PROPER ELEVATION IN ACCORDANCE WITH THE DETAILS.
4. FOR PERFORATED CMP PIPE JOINT ARE TO BE BANDED, BUT NOT GASKETED.
5. FOR BAFFLE DETAILS SEE THIS SHEET



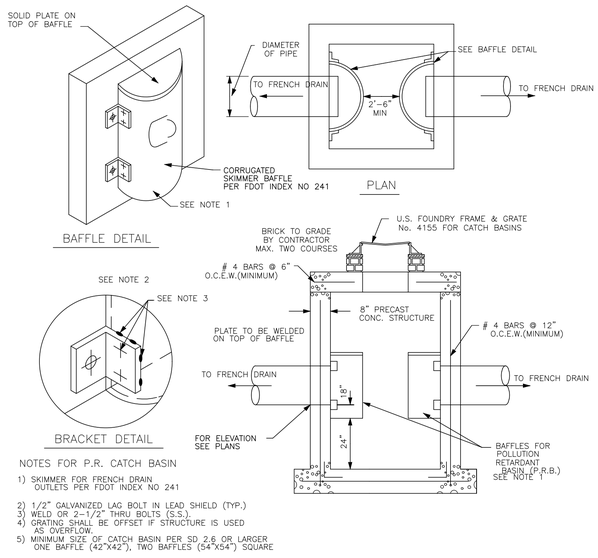
TRENCH DRAIN
N.T.S.



ENDLINE DRAIN BASIN
AREA DRAIN
N.T.S.

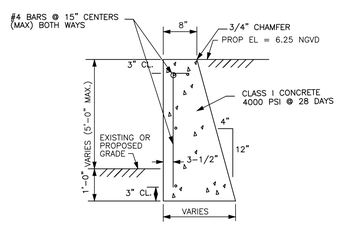


INLINE DRAIN BASIN
AREA DRAIN
N.T.S.



NOTES FOR P.R. CATCH BASIN
1) SKIMMER FOR FRENCH DRAIN OUTLETS PER FDOT INDEX NO 241
2) 1/2" GALVANIZED LAG BOLT IN LEAD SHIELD (TYP.)
3) WELD OR 2-1/2" THRU BOLTS (S.S.).
4) GRATING SHALL BE OFFSET IF STRUCTURE IS USED AS OVERFLOW.
5) MINIMUM SIZE OF CATCH BASIN PER SD 2.6 OR LARGER ONE BAFFLE (42"X42"), TWO BAFFLES (54"X54") SQUARE

POLLUTION RETARDANT CATCH BASING DETAIL
N.T.S.



GRAVITY WALL DETAIL
N.T.S.

STORM DRAINAGE DETAILS
SCALE: N.T.S.

FINAL APPROVAL

SCALE: N.T.S.	DATE: 12/14/21	FIELD BOOK: N/A
DRAWN BY: HS	DESIGNED BY: SCH	CHECKED BY: SCH

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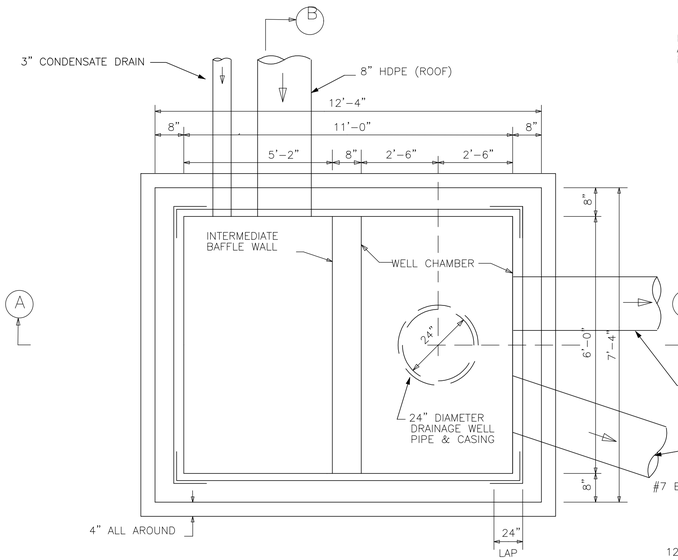
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TOWN OF BAY HARBOR ISLANDS, FL

NO. OF SHEETS: 10
SHEET NO.: C-6
CAD FILE NO. 21-40

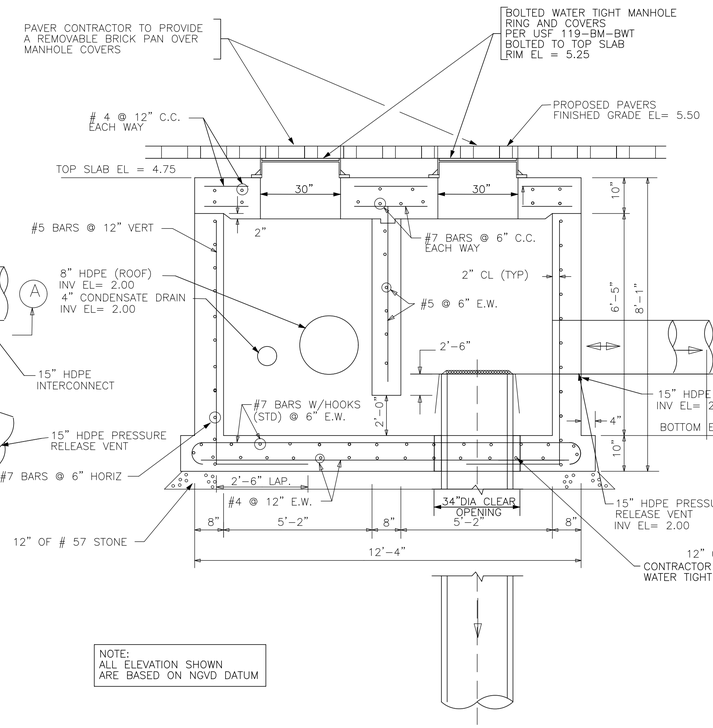
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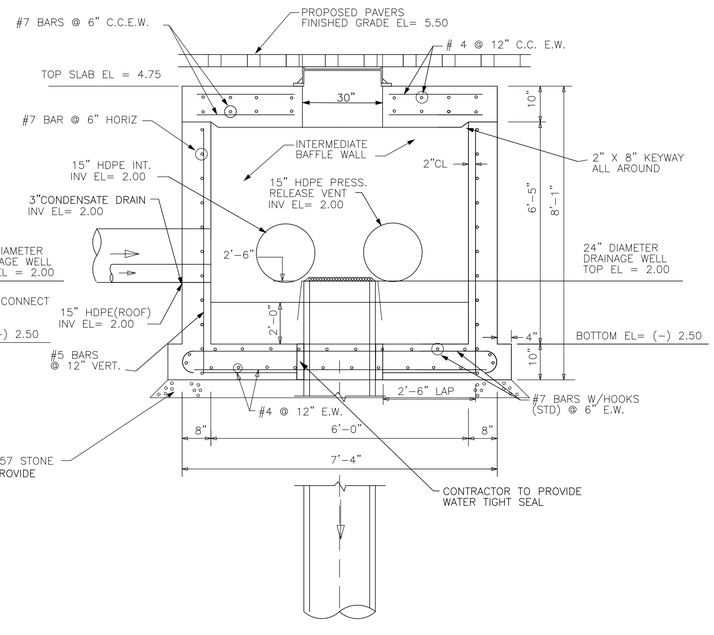
PLAN VIEW

N.T.S.



SECTION A-A

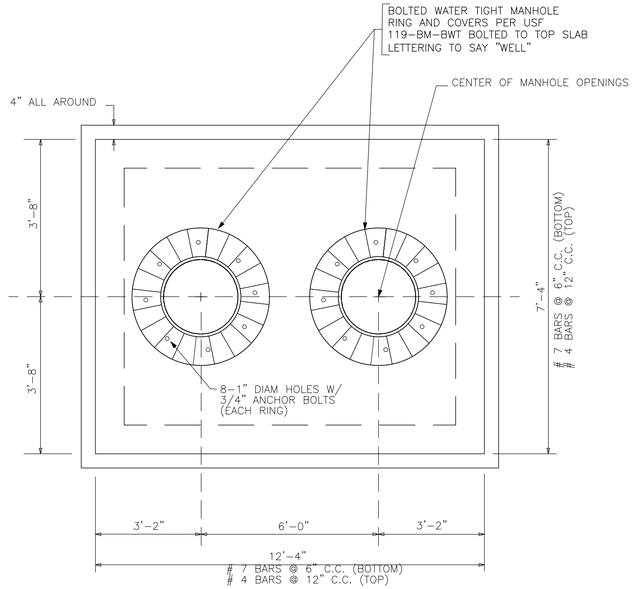
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SECTION B-B

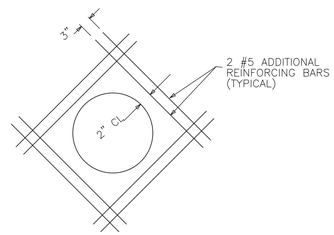
N.T.S.

NOTE:
ALL ELEVATION SHOWN ARE BASED ON NGVD DATUM



TOP SLAB REINFORCING DETAIL

N.T.S.



TYPICAL OPENING REINFORCING DETAIL

N.T.S.

DRAINAGE WELL # 1 LOCATION

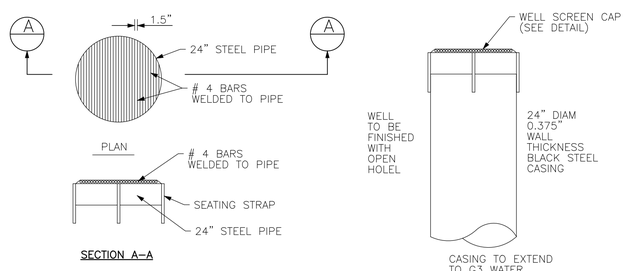
LATITUDE: 25°52'58.47'' N

LONGITUDE: 80°07'43.25'' W

CONTRACTOR TO VERIFY PIPE INVERTS PRIOR TO WELL BOX CONSTRUCTION

NOTES:

1. WELL DRILLER RESPONSIBLE FOR OBTAINING WELL CONSTRUCTION PERMIT.
2. NEOPRENE GASKETS TO BE INSTALLED UNDER LIDS AND AROUND PIPES.
3. VENT PIPES NOT TO BE INSTALLED DIRECTLY ACROSS FROM INLET PIPE.
4. CONTRACTOR SHALL GROUT BETWEEN 4" CONC. BAFFLE AND LID OF STRUCTURE TO ENSURE WATER PROOF SEAL.
5. WELL BOX REINFORCEMENT SHALL BE DESIGNED BY PRE-CASTER TO MEET F-DOT STANDARDS AND SPECIFICATIONS



WELL SCREEN DETAIL

N.T.S.

SEDIMENT TANK & DRAINAGE WELL NO. 1 DETAILS

SCALE: N.T.S.

FINAL APPROVAL

SCALE: N.T.S.	DATE: 12/14/21	FIELD BOOK: N/A
DRAWN BY: HS	DESIGNED BY: SCH	CHECKED BY: SCH

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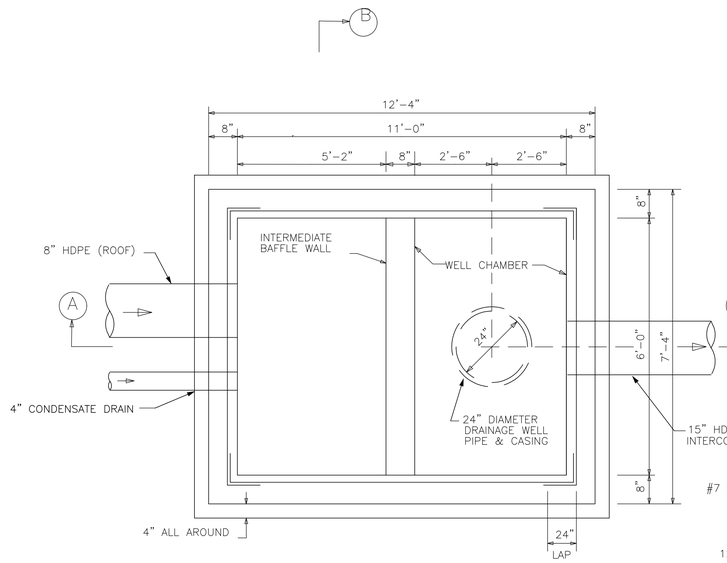
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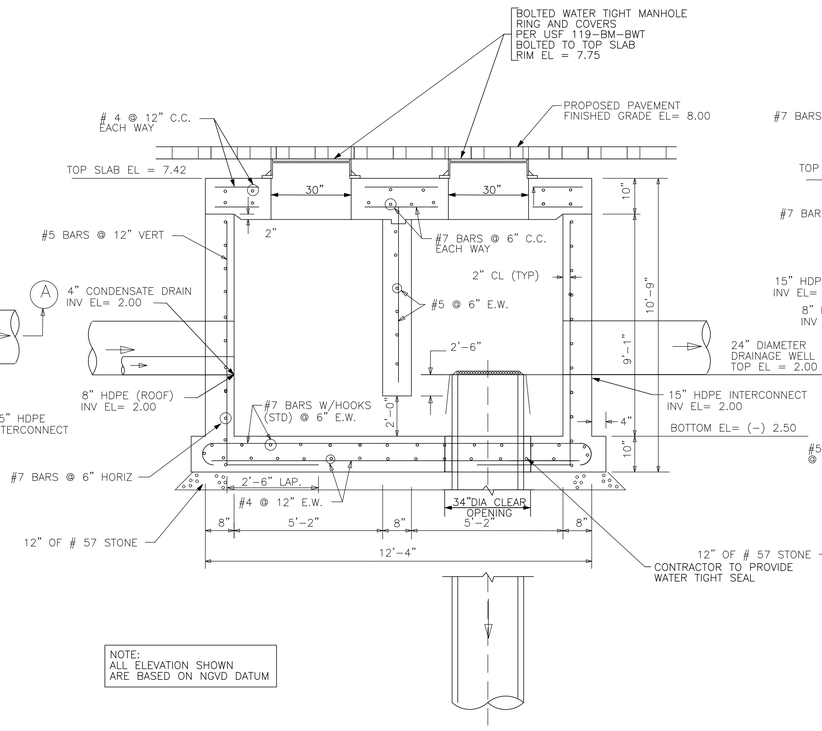
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NEW PROPOSAL



PLAN VIEW

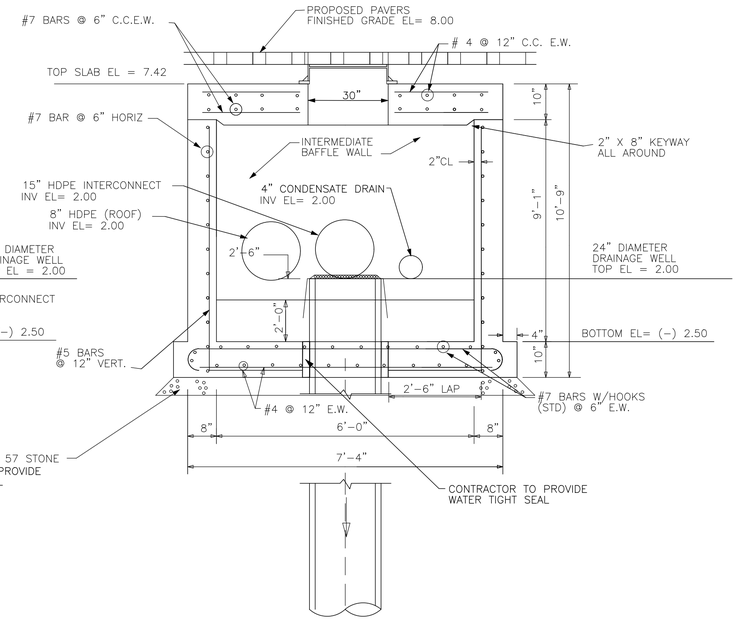
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NOTE:
ALL ELEVATION SHOWN ARE BASED ON NGVD DATUM

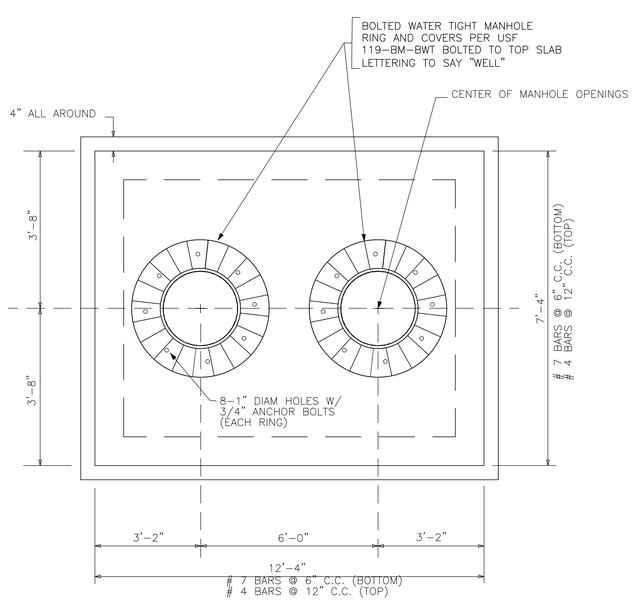
SECTION A–A

N.T.S.



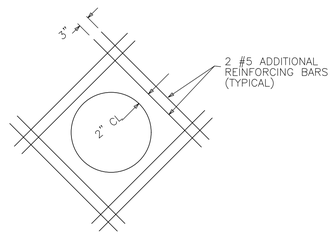
SECTION B–B

N.T.S.



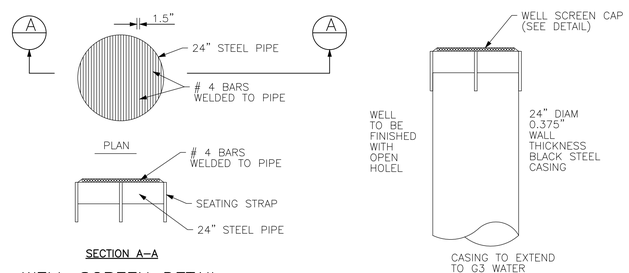
TOP SLAB REINFORCING DETAIL

N.T.S.



TYPICAL OPENING REINFORCING DETAIL

N.T.S.



WELL SCREEN DETAIL

N.T.S.

DRAINAGE WELL # 2 LOCATION

LATITUDE: 25°52'57.41" N

LONGITUDE: 80°07'43.50" W

CONTRACTOR TO VERIFY PIPE INVERTS PRIOR TO WELL BOX CONSTRUCTION

NOTES:

1. WELL DRILLER RESPONSIBLE FOR OBTAINING WELL CONSTRUCTION PERMIT.
2. NEOPRENE GASKETS TO BE INSTALLED UNDER LIDS AND AROUND PIPES.
3. VENT PIPES NOT TO BE INSTALLED DIRECTLY ACROSS FROM INLET PIPE.
4. CONTRACTOR SHALL GROUT BETWEEN 4" CONC. BAFFLE AND LID OF STRUCTURE TO ENSURE WATER PROOF SEAL.
5. WELL BOX REINFORCEMENT SHALL BE DESIGNED BY PRE-CASTER TO MEET F-DOT STANDARDS AND SPECIFICATIONS

SEDIMENT TANK & DRAINAGE WELL NO. 2 DETAILS

SCALE: N.T.S.

FINAL APPROVAL

DRAWN BY:	DESIGNED BY:	DATE:	SCALE:
HS	SCH	12/14/21	N.T.S.

CHECKED BY: SCH

FIELD BOOK: N/A

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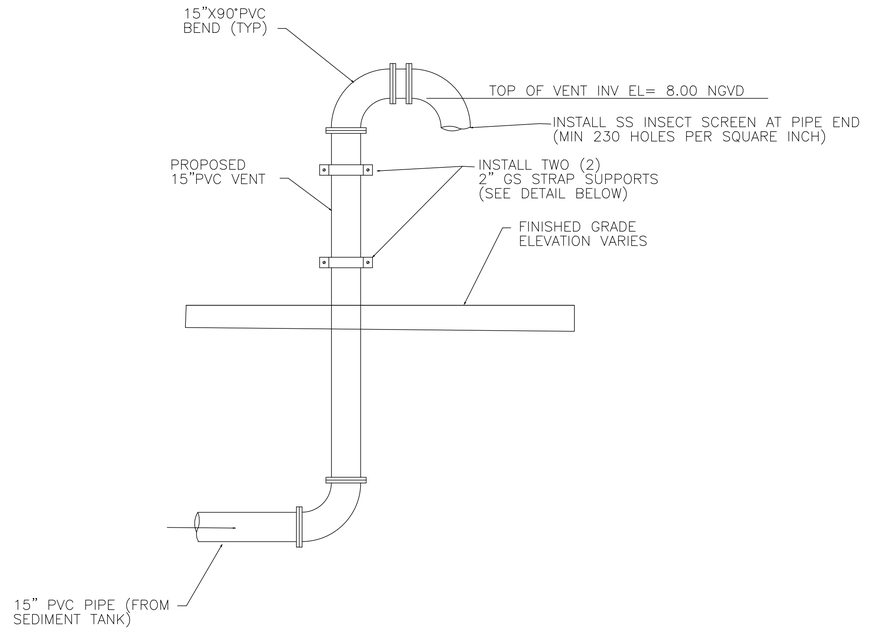
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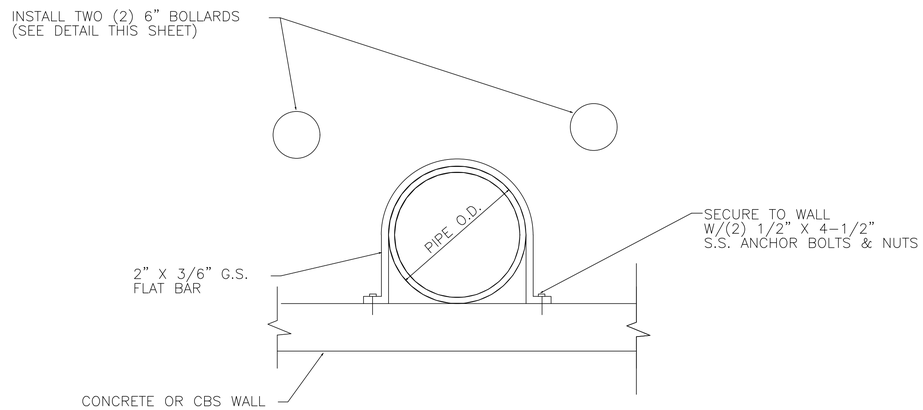
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NEW PROPOSAL



VENT ELEVATION DETAIL

NOTE:
ALL ELEVATION SHOWN ARE BASED ON NGVD DATUM



VENT SUPPORT DETAIL

PRESSURE RELIEF VENT DETAIL

N.T.S.

DRAINAGE WELL # 1
SEDIMENT TANK PRESSURE RELEASE VENT DETAIL

SCALE: N.T.S.

FINAL APPROVAL

SCALE:	DATE:	FIELD BOOK:
N.T.S.	12/14/21	N/A
DRAWN BY:	**DESIGNED BY:**	**CHECKED BY:**
HS	SCH	SCH

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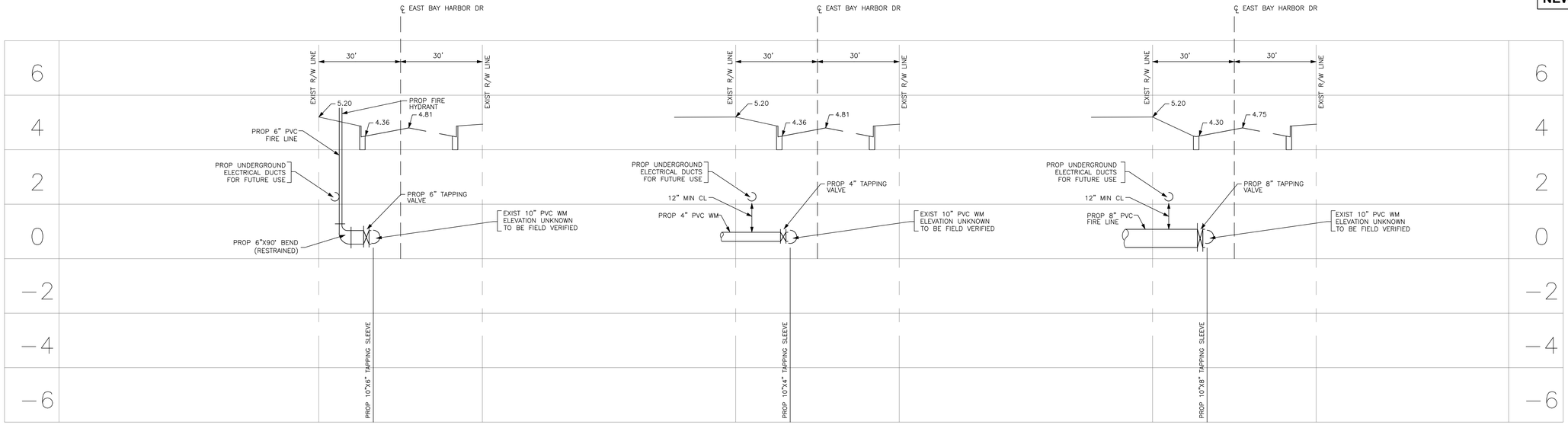
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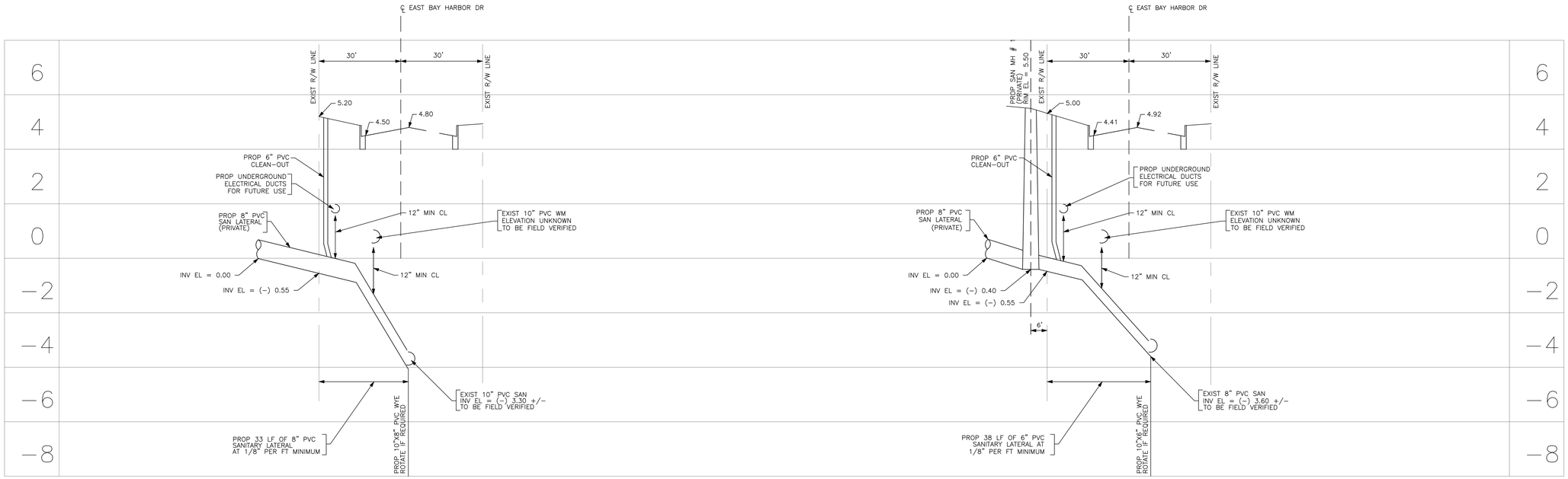
FIRE HYDRANT

4" DOMESTIC WATER SERVICE

8" FIRE SERVICE

WATER PROFILES

SCALE: 1" = 20' HORIZ
SCALE: 1" = 2' VERT



NORTH SEWER LATERAL

SOUTH SEWER LATERAL

SEWER PROFILES

SCALE: 1" = 20' HORIZ
SCALE: 1" = 2' VERT

WATER & SEWER PROFILES

SCALE: 1"=20' HOR
1"=2' VERT

FINAL APPROVAL

DRAWN BY: HS	DESIGNED BY: SCH	SCALE: AS SHOWN	DATE: 12/14/21
CHECKED BY: SCH		FIELD BOOK: N/A	

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NO. OF SHEETS: 10

SHEET NO.: C-10

CAD FILE NO. 21-40

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AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Bruder regarding future plans for Block 11 Parking and the feasibility of building a Municipal Parking Garage behind Town Hall.

DESCRIPTION:
The proposed item is sponsored by Council Member Bruder for the Council to discuss future plans for Block 11 parking, and the feasibility of building a Municipal Parking Garage.
A Memo from the Town Engineer regarding the feasibility of a Parking Garage is enclosed.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	Parking Garage - Block 11 Memo_JC 12082021
2.	Block 11 Properties - Nov. 3 2021

To: Maria Lasday
Town Manager – Town of Bay Harbor Islands

From: Jose Custodio, P.E.
Town Engineer – Town of Bay Harbor Islands

Date: December 10, 2021

Subject: Evaluation of New Parking Garage Structure – Next to Public Works (Block 11)

INTRODUCTION

The Town of Bay Harbor Islands (BHI) currently owns six (6) parking lots and one (1) parking garage on the East Island. Two (2) of these parking lots are at a walking distance to the Town Hall and Council Chamber Building, the 97th Street Lot and the Block 11 Lot right next to the Public Works Building. During Public Meetings these 2 facilities are working at its full capacity, making it difficult for residents and visitors to find a public parking spot next to the Town Hall. In addition, the only public parking garage within the Town capable to manage the demand is located on the South side of the Island. Town residents have indicated this concern and have requested the Town to evaluate the construction of a new parking garage structure on the North side of the island, close to the Town Hall. Due to its proximity to the Town Hall, Block 11 is being evaluated as part of this Memorandum to host a new parking garage.



Figure 1: Block 11 Parking Lot (Existing Capacity 29 Vehicles)

EXISTING INFRASTRUCTURE

The Block 11 parking lot is located right next to the Public Works Storage Area (The Tank). The existing lot marked on red above has capacity for **29 vehicles**. The size of this lot is approximately **85 feet wide x 165 feet long**. Currently, as shown in ***Page 5*** within the area there is infrastructure and accesses that will need to be relocated before the parking garage construction can start.

Located on the Southwest side there are the underground fuel tanks and dispenser that serve the Town fleet, in addition to the FDEP monitoring well that are used to sample the groundwater for fuel leaks. Also, here is located the main access to the Town Hall Emergency Generator.



Figure 2: Parking Space for Town vehicles get fuel and access to Emergency Generator



Figure 3: Fuel Dispenser used by the Town Fleet



Figure 4: FDEP Monitoring Wells

Public Works Entrance (The Tank) – On the northwest portion of the Block 11 lot there is the main entrance (rolling door) to the tank. This specific area is used for different things like delivery of materials like valves and pipes, bulk trash pick ups since the two (2) trash containers are located inside the tank, and the tank is used to park Public Works vehicles during lunch time to avoid using the residents/visitors parking spaces. **Figure 5** and **Figure 6** below, show this access and the trash containers inside the tank.



Figure 5: Public Works Tank Main Access



Figure 6: Trash Container inside the tank and access location

Existing FPL Utilities and Landscaping Areas – Along the northern portion of the existing alleyway, FPL owns some concrete and wooden poles with aerial cables, including three-phase transformers from Bay Harbor Terrace to East Bay Harbor Drive. From these, there are at least 2 poles and aerial cables that will be in conflict with the new garage structure.

There is also a small section of landscaping strip next to the Public Works Building that will shall be removed.

Landon Bay Harbor Hotel – Some of the rooms of this hotel are currently facing the parking lot and they also have some utility boxes attached to this wall. Although the eastern wall of the garage structure will be 5-7 feet away from this hotel, the visual from the rooms to the exteriors could be block by the structure. In addition, coordination shall be performed with the utility box owner, to make sure adequate clearance is being provided for their operations.



Figure 7: Landscaping Area



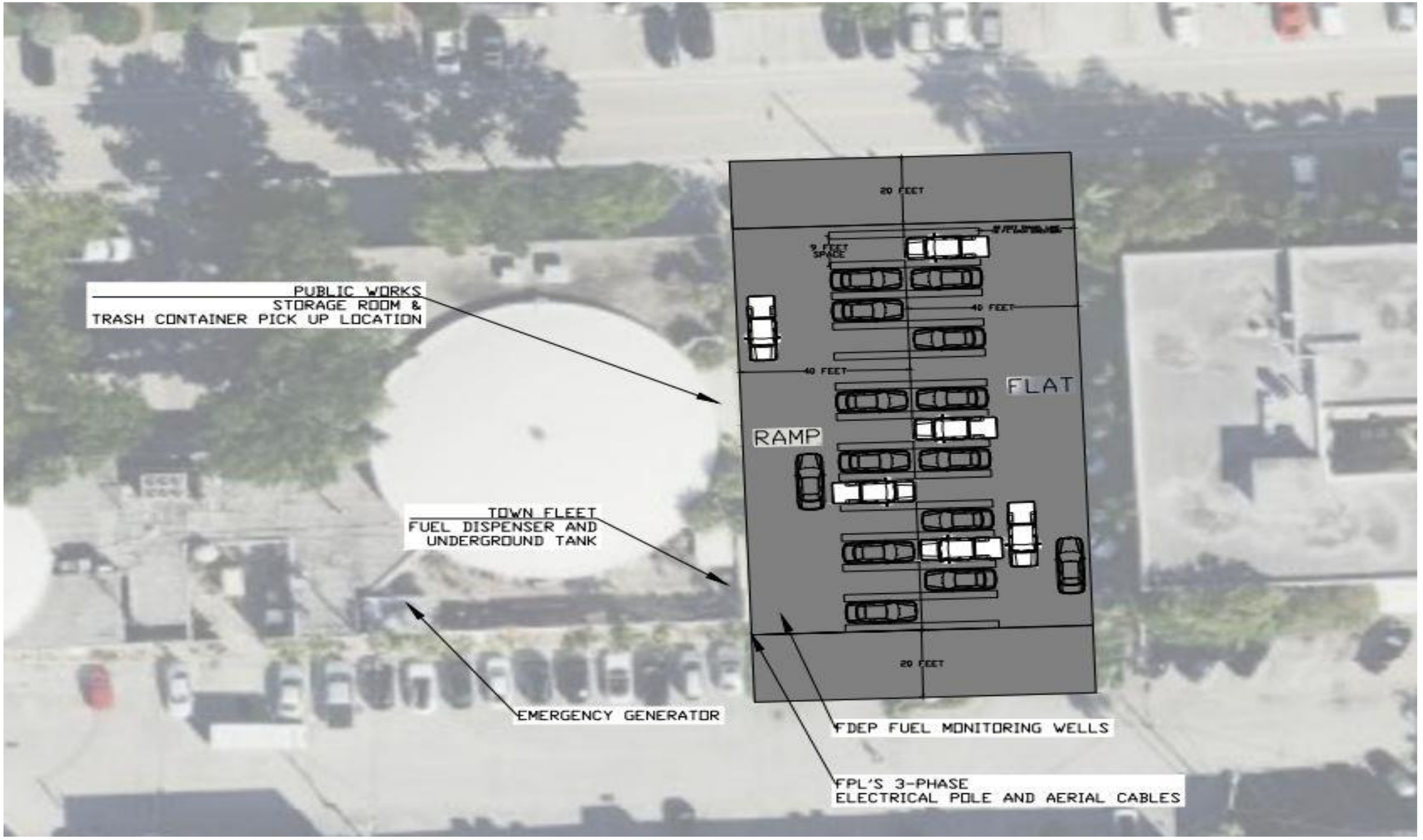
Figure 8: FPL Infrastructure



Figure 9: Landon Bay Harbor Hotel

NEW PARKING GARAGE STRUCTURE

The new parking garage structure that can be accomodated on this location based on this preliminary evaluation is a three (3) story garage structure with a capacity of **70-80 parking spaces.** The new parking garage structure will encompass an area of 80 feet wide by 160 feet long. The entrance to the garage will be located on the west side of the lot (closer to Public Works) and the access ramp and level ramps will be located on the west side as well. The flat slabs will be located to the east side, next to the hotel. Given the limited space, parking spaces will be only available in the center portion of the structure (90 degrees spaces) and travel lane will be 22 feet (11 on each direction). The access ramp first spaces should be dedicated to utilities, similar to the existing 95th Street Parking Garage. **Page 5** show the location of the proposed garage and location of the existing utilities.


PUBLIC WORKS
STORAGE ROOM &
TRASH CONTAINER PICK UP LOCATION
20 FEET
9 FEET
SPACE
40 FEET
40 FEET
FLAT
RAMP
20 FEET
TOWN FLEET
FUEL DISPENSER AND
UNDERGROUND TANK
EMERGENCY GENERATOR
FDEP FUEL MONITORING WELLS
FPL'S 3-PHASE
ELECTRICAL POLE AND AERIAL CABLES

How to address the existing conflicts?

Fuel Dispensers and Access – An access can be provided on the south side of the fuel tanks and dispenser. Converting the south side into an access will eliminate at least five (5) parking spots from the alleyway. With this new access and improvements, the Town staff can continue to fuel our vehicles and also access the emergency power generator. **Page 7** shows this location.

FDEP Monitoring Wells – The selected parking design consultant should coordinate with FDEP if these wells need to be relocated and include it as part of their design. Based on this preliminary evaluation, these wells will be located under the access ramp and should have a minimum vertical clearance of 10 feet between the bottom of the ramp and the well. If the wells are to stay, the design consultant shall provide a structural design avoiding concrete piles near these monitoring wells.

East Entrance to the Tank – It is imperative to provide access directly to the Tank, for removal of the trash containers, delivery of materials and storage. To achieve this, one option could be extending the access located on the north side of the Tank (utility storage area). To provide full access, the existing reinforced concrete wall inside the tank will have to be demolished, and an access with similar dimensions of the existing one needs to be provided. This access is shown in **Page 7.**

FPL Undergrounding – During the early stages of the design, the design consultant shall begin coordination with FPL for the undergrounding their infrastructure at this location. The undergrounding is something that can be done, but it would take time for FPL complete a design and have a Contractor to perform the work. The proposed aboveground transformers can be installed on the grass strip located on the south side of Public Works Tank.

Adjacent Property – This lot is within the B-1 District. Based on a preliminary review of the Town Code, there is no requirement of setbacks for the interior division between lots on the B-1 District. However, it is recommended to provide at least 5 feet of clearance between the new and existing structures.

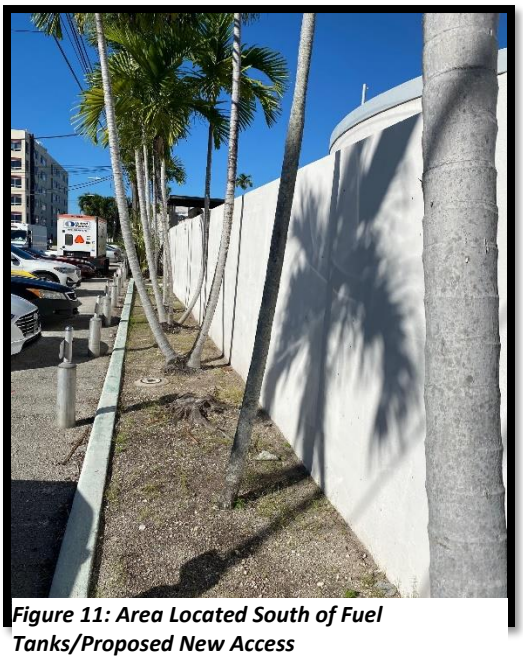
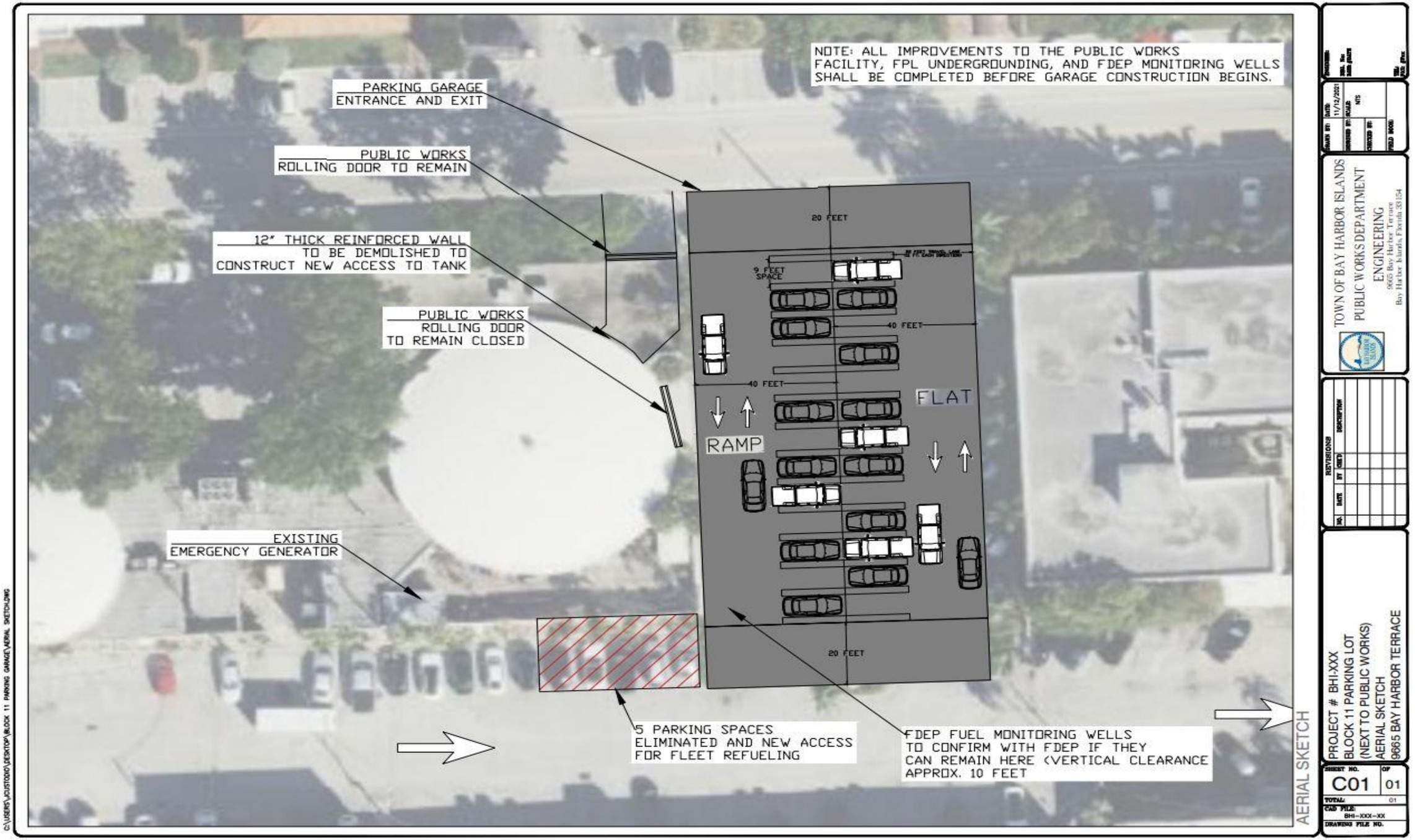


Figure 11: Area Located South of Fuel Tanks/Proposed New Access



Figure 12: Utility Storage and 12" thick wall that needs to be removed for New Access



TOWN OF BAY HARBOR ISLANDS
PUBLIC WORKS DEPARTMENT
ENGINEERING
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

DATE: 11/12/2021
SCALE: NTS

REVISIONS

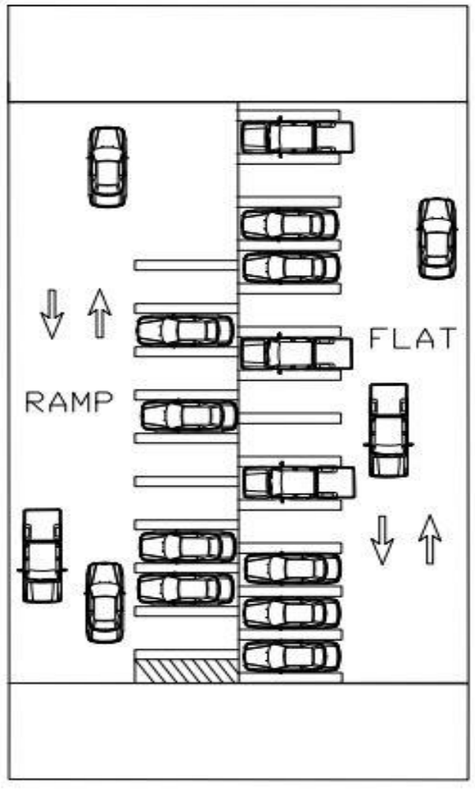
NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # BHI-XXX
BLOCK 11 PARKING LOT
(NEXT TO PUBLIC WORKS)
AERIAL SKETCH
9665 BAY HARBOR TERRACE

SHEET NO. C01 OF 01
TOTAL: 01
CAD FILE: BHI-XXX-XX
DRAWING FILE NO.

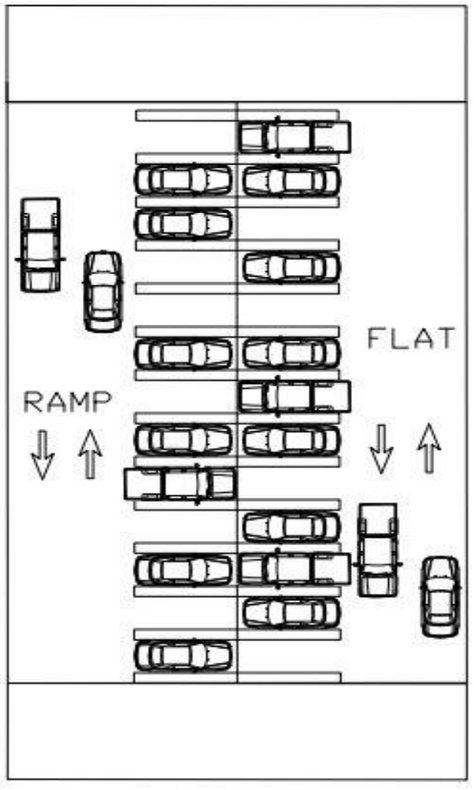
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FROM GROUND TO 1ST FLOOR



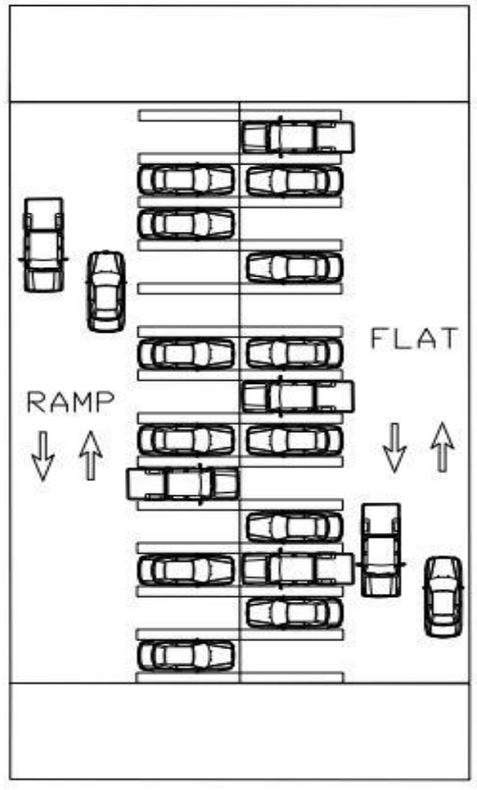
22 SPACES

FROM 1ST TO 2ND FLOOR



26 SPACES

FROM 2ND TO 3RD FLOOR



26 SPACES

74 TOTAL SPACES

TOTAL SPACES

C:\USERS\JCUSTODIO\DESKTOP\BLOCK 11 PARKING GARAGE\DRAWING2_RECOVER - COPY.DWG

TOWN OF BAY HARBOR ISLANDS
PUBLIC WORKS DEPARTMENT
ENGINEERING
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

PROJECT # BH-XXX
BLOCK 11 PARKING LOT
(NEXT TO PUBLIC WORKS)
TOTAL SPACES
9665 BAY HARBOR TERRACE

SHEET NO. C01 OF 01

OPINION OF PROBABLE COST

At this stage only a preliminary cost estimate can be provided based on the information on hand. The following is an opinion of probable construction cost for conceptual/planning base.

No.	Item Description	Cost
1	Accesses and Improvements to Access Tank and Fuel Dispensers	$200,000
2	FPL Undergrounding of Utilities	$350,000
3	Parking Construction (80 Spaces @ $25,000/space)	$2,000,000
4	Design Fees, Permitting and Construction Inspections (20%)	$510,000
5	Contingencies (10%)	$255,000
	TOTAL	**$3,315,000**

OTHER LOCATION IN THE NORTH SIDE OF THE EAST ISLAND (NEXT TO TOWN HALL)

The existing parking lot located on 1111 Kane Concourse (north of alley), is right next to the Town Hall and Town's Business District. **This lot has the characteristics needed to convert it into an efficient multi-level parking structure.**

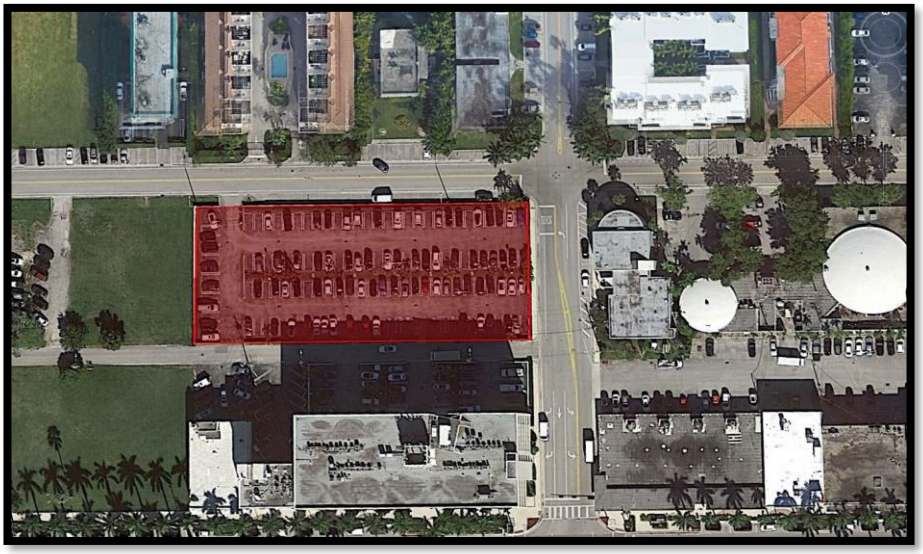


Figure 4: 1111 Parking Lot

The dimensions of this lot are a width of 130 feet by a length of 300 feet, this is the same dimensions as the parking garage structure on 95th Street on the South side of the East Island. **If a four-level parking garage structure is built on this location, it will provide approximately 512 parking spaces, on the North side of the Business District and across the street from the Town Hall.**

Currently this lot is not a Town Property and is being used by employees and visitors of the 1111 Kane Concourse Building. An alternative that can be evaluated, is allowing these employees to park at the new parking garage at no cost or reduced cost. Some type of Agreement should be developed with the Owner of this property.

This lot has the adequate dimensions for a new parking garage structure on the North side of the East Island similar to the one on 95th Street.

In regards of costs, the median construction cost for new parking structures is $25,000/space. The construction cost for a 512-stall parking garage at this location could be approximately $12,800,000. The cost of the design and inspection services could be approximately 15% or $1,900,000.

FINAL RECOMMENDATIONS

- This new parking garage structure was not included as part of the new FY 21-22 Budget. If Town Council decides to move forward with this Project, it is recommended to assign budget to hire a Consultant to start working with the design.
- It is recommended to hire a Design Consultant with expertise in Parking Garage Designs to prepare the design plans, and miscellaneous works.
- It is recommended that the construction of the 2 Public Works accesses, utility undergrounding, and obtain response regarding the FDEP's monitoring wells are completed before the new parking garage construction starts.
- Once construction starts, the existing 29 parking spaces will not be available in addition to the 5 spaces south of the tank. This might represent a loss in revenue for the duration of the construction.


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])
Exclusive parking at Landon; pursuant to town lease; 12 parking spaces.
9665 Bay Harbor Terrace (Town Property) – property line in yellow
Landon Hotel
9650 E BH- sold to Finvarb
Platted alley owned by Town. Used for parking spaces and utilities.
1067 KC-Wittels Renewal of lease approved)
1065 KC Finvarb
1045 KC- New Owner- Kane Concourse Enterprise
(Renewal of lease approved)
1025 KC- Cohen (Issue: A building expansion is being considered by owner. Would like the Town to open alley.
1019 KC – Bussel.
Sent Demand to Cease and Desist Letter re parking. See area above.

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Leonard to consider amending the Town Code to add new incentives, including possible reduction in parking for the Town's Sustainable Building Program. Enclosed is a copy of the staff report prepared by Michael Miller, Town Planner.

DESCRIPTION:
This proposed item is sponsored by Council Member Leonard for the Town Council to consider a Code amendment to allow other incentives to encourage building more "green" projects, including possible reductions in parking spaces for new developments.

The following are suggestions from the Town Planner:
- Green Bldg. Inventive - Allow some reduction in overall parking for a higher level of green certification (ex. 5% Bronze I 10% Silver/ 15% Gold). Further study is needed on percentage. There would need to be a limit for small projects with only a few parking spaces.
- Green Bldg. Incentive - Allow some reduction in overall parking for EV stations. As EV vehicles increase adjust over time.
- Operational Changes -Allow some reduction in overall parking for valet services.
- Operational Changes - Allow some reduction in overall parking for fully / partial automated parking systems (CARVANA type of system). These take up less room.
- Operational Changes - As the technology improves and the use of self-driving vehicles increases allow some reduction in overall parking. Typically, one will exit at a lobby & the vehicle parks itself. This takes up less room in buildings / car doors do not need to open.
- Zoning Code Changes - Allow some limited non-reside□tial use in residential buildings which would allow the use of underground parking garages. The policy question is does the Town desires underground parking garages (floodi1g / sea level rise / structural design/ maintenance}.

RECOMMENDED ACTION:
Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	BHI TC Staff Report Sustain Parking Memo Dec 30 2021
2.	BHI Sustainable Parking Info

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

TOWN OF BAY HARBOR ISLANDS COMMUNITY DEVELOPMENT MEMORANDUM

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Joseph S. Geller, Esq. - Town Attorney
Alba Chang, CMC - Town Clerk

From: Michael J. Miller, AICP MJM
Consultant Town Planner

Date: December 30th, 2021

Subject: Sustainable Building Program
Possible New Incentives - Parking Reduction
Research for Discussion Purposes
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

In 2016 the Town adopted its Sustainable Building Program Code found in Sec. 11-60. The program is aimed at encouraging new development and redevelopment to foster Green Building Programs and design / build structures that are more "green". The Town's Code is mandatory for public projects but voluntary for private development. At present the incentives listed only relate to rebates on Building Permit fees (10% for Bronze / 20% for Silver / 30% for Gold).

At a recent Town Council meeting a discussion occurred about possibly allowing other incentives to encourage building more "green" projects, including possible reductions in parking spaces. The Town has extensively studied the quantity of required parking spaces for land use types over the years (1950s to present). Adjustments have been made as the demand for parking spaces has changed. The Town's current Off-Street Parking Code requires 2 parking spaces for each dwelling unit regardless of the number of bedrooms. Most municipalities utilize a sliding scale for residential parking (less for studio & 1 BR / more for 2 BR, 3 BR, etc. plus guest). As unit sizes increase commonly the number of expected occupants / drivers increases.

A great number of the older existing multi-family developments were built prior to the Town requiring any off-street parking spaces. Out of the 224+/- existing multi-family sites on the East Island, it is estimated that approximately 166 sites (74%) have no on-site parking at all. In many of those instances parking spaces are provided in the adjoining Town-owned roadway swales. Few of those sites, except a few villa / duplex sites provide the current two (2) parking spaces

per DU. The Town acquired several lots scattered around the East Island and constructed municipal parking lots to help with the increased parking demand. There was virtually no new redevelopment activity in the Town prior to the late 1990s. The US Census reports that about 97% of the existing developments in the Town were built prior to 1975. In the 1980s the Town Council at that time identified a desire to spur redevelopment due to declining real estate values and property appearances, which was negatively affecting the tax revenues the Town received to operate. As part of a series of strategies to spur redevelopment the Town created the Planned Redevelopment District (PRD) which allowed 15-story buildings. Seven (7) new PRD projects were submitted; however, only two (2) were ever built (PRD now repealed) due to state objections and litigation results.

MMPA has been informed it was around 1969 when the Town adopted the requirement for two (2) parking spaces per DU uniformly. Prior to that timeframe the Town required 1.5 parking spaces per DU except that for DU with 3 or more bedrooms 2 parking spaces were required. Since that time all new redevelopment projects have met or exceeded the current Code requirements (2 parking spaces per DU / all parking on-site / remove on-street parking). None of the newer redevelopment projects appear to be having any parking problems (townhouses / mid-rise / high-rise PRDs). In the early / mid-2000s after the Town updated its Comprehensive Plan and Land Development Regulations (LDRs) the Town received about 30 redevelopment projects; however, shortly thereafter (2006-2011) the so-called Great Recession occurred which stymied almost all real estate development activity. As stated above only two of the PRD projects were built (Carroll Walk / La Natique). Only one mid-rise development was built (Millennium West) and four townhouse projects were / are being built. The referenced larger multi-family complexes all have parking garages while the townhouses have individual garages or on-site surface parking spaces. No additional guest parking spaces were provided for any of those new developments.

Because the Town's platted lots are so small the site designers / developers seek to utilize every available lot area for building. Prior to the Town requiring guest spaces a few years ago only a few of the site designs included one or two parking spaces in the front yard areas parallel to the building facades connecting to an interior driveway. Since the required front yards are 20 feet in depth and a 10-foot landscape strip is required adjoining a roadway there is little opportunity to create areas for parking spaces in the front yard areas. Developers have told staff they intend to designate one of the two required parking space for each DU, while the others would be placed a "common pool" for second vehicles or guests. It is quite typical for each unit in a multi-family development to be assigned one (1) parking space while the balance is shared in a common pool. However, some do designate both parking spaces to each unit. More often in today's world, despite ever increasing gasoline prices, most DU occupants have two vehicles, even older couples. The Institute of Transportation Engineers (ITE) regularly studies trip generation and parking demand for various land uses. Their most recent publication suggests the average multifamily DU requires about 1.2 parking spaces per DU. Their sampling shows infrequent higher results but always less than 2 spaces per DU.

The use of underground parking garages in residential developments is now heavily restricted by FEMA / FBC (prohibited). However, oddly if a project is designed as mixed-use or commercial it is allowed. The interpretations of the FEMA rules / guidelines have varied over the years but the latest FBC update (2017) clarified these issues. The Town has approved a

number of residential developments over the years with all / some underground parking garage facilities. For example, the Ten Thousand Plaza (10000 WBHD) was built in 1977 with both an underground parking garage and parking on the garage rooftop. In more recent times, due mostly to the Town's building height limitations (75') some developers have designed / built complexes with deeper or shallower depressed parking garages (25+/- complexes). Some developments approved by the Town several years ago did not move forward with timely development and a few are now seeking to do so. Those with underground parking garages cannot proceed and must seek alternatives / redesign solutions.

The use of motor vehicles in modern times is still heavily prevalent. Technology changes now occurring include electric vehicles / smart vehicles – but not less vehicles. Automated vehicle technology is still in its infancy. The use of ridesharing travel services (Uber / Lyft) is increasing but not as much as previously thought – and these are more popular in dense urban environments like big cities. In more suburban communities people still appear to prefer their own means of transportation. Walking and bicycle travel is limited to local commutes. Despite many improvements mass transit service still comprises only 2% of travel trips.

Our research found that most cities have not adjusted their minimum parking requirements as yet based on current demand for adequate parking facilities. Many cities are now allowing alternatives to self-parking spaces or parking lot design – like the Town has been doing (tandem spaces / vehicle lifts / automatic parking systems / valet / etc.). People appear to still prefer to have their vehicles parked at their residence or in very close proximity for ease of access / use. Some cities now include Code allowance for creative adjustments to parking solutions based on a parking study reviewed by the community (approval varies - Governing Body / DRB / staff).

Following are some ideas for further discussion:

- Green Bldg. Inventive – Allow some reduction in overall parking for higher level of green certification (ex. 5% Bronze / 10% Silver / 15% Gold). Further study needed on %. There would need to be a limit for small projects with only a few parking spaces.

- Green Bldg. Incentive – Allow some reduction in overall parking for EV stations. As EV vehicles increase adjust over time.

- Operational Changes – Allow some reduction in overall parking for valet services.

- Operational Changes – Allow some reduction in overall parking for fully / partial automated parking systems (CARVANA type of system). These take up less room.

- Operational Changes – As the technology improves and the use of self-driving vehicles increases allow some reduction in overall parking. Typically, one will exit at a lobby & the vehicle parks itself. This takes up less room in blds. / car doors do not need to open.

- Zoning Code Changes – Allow some limited non-residential use in residential buildings which would allow the use of underground parking garages. The policy question is does the Town desire underground parking garages (flooding / sea level rise / structural design / maintenance).

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TOP 10 REASONS TO SHIFT TO SUSTAINABLE PARKING



May
22
2019

Parking structures account for one of the largest land use in cities and towns. Unfortunately, these structures are primarily inefficient and unsustainable. In the current era of global warming and climate change, sustainable parking is fundamental. Sustainable parking considers people, the environment, and the economy. Urban developers and designers are under pressure to develop smaller, high density, and energy efficient parking structures that are functional and aesthetically appealing. Why is sustainable parking important? Below are 10 reasons to shift to sustainable parking.

1. Space saving

Sustainable parking systems save space compared to traditional parking lots. Space is maximized by reducing empty spaces, using less space per vehicle, and utilizing machine parking. For example, machines can be used to park cars rather than relying on human skills to optimize space.

2. Reduce accidents

Sustainable parking lots decrease the probability of accidents. Also, they reduce the chances of car damage when parked. Nobody would like to park his car in a parking lot only to return to a damaged car.

3. Cost-effective

Sustainable parking is cost effective compared to conventional parking. It saves time and cost of wasted fuel as cars move faster and effectively. Also, maintenance costs are lower because they use green technologies.

4. Increase safety

We've all heard cases of theft in parking lots. You leave your laptop in your vehicle in the parking lot and find it's gone when you come back. With sustainable parking, security is prioritized and hence decreasing cases of theft.

5. Improve visual aesthetics

A parking structure should not be a dull and boring collection of parking lots. It should be bright and beautiful. Sustainable parking is not only functional but also aesthetically appealing. Beautifying aspects such as easy to maintain plants, shrubs, and green beds and landscaping are used generously. These help [illegible]er experience, as the live plants enhance the quality of air.

Chat live with an agent now!

[illegible]fficiency

[illegible]ainable parking employs advanced technologies to increase energy efficiency. It uses lighting controls and sensors to optimize energy use. Some parking [illegible]tures utilize natural daylight and solar energy to achieve energy efficiency. They install solar panels to tap solar energy instead of using grid electricity.

7. Reduce environmental impact

While conventional parking encourages emissions as drivers circle slowly to find parking, sustainable parking does not. With sustainable parking lots, drivers locate parking in the shortest period possible. Plants in parking lots absorb carbon dioxide emitted by vehicles and increase oxygen supply. Less emission means healthier and cleaner cities.

8. Enhance personal safety

Sustainable parking structures increase personal safety especially, at night. Stories of hooligans attacking people in the parking lots are nothing new. However, with adequate security and lighting, parking structures become safe. Sustainable parking also improves the safety of road users such as pedestrians and cyclists.

9. Caters for all users

Traditional parking is known to neglect users with special needs and cyclists. Sustainable parking provides options for all users ranging from cyclists to people with disabilities. Cyclists have a designated place to store their bikes. Also, people with disabilities are not left out and have accessible parking lots to meet their needs.

10. Improve user experience

Sustainable parking optimizes users experience by designating drop-off, pick-up points, and waiting areas that are well-lit and secure. Also, it allows easy use of the facility and users do not spend much time locating open spaces and walkouts.

Parking structures are important parts of our communities and city design. They are the most used outdoor spaces and gateways to buildings. Therefore, it is essential to take parking structures seriously and design them thoughtfully. Sustainable parking lots have benefits for users, owners, and society as a whole.

ParqEx is a sustainable parking solution that is easy to use and environmentally conscious. It connects people to parking spots and saves them the headache of searching for parking. ParqEx aims to solve the problem of urban parking and save the environment from the emissions of drivers looking for parking. Rather than constructing more parking lots, ParqEx believes in sharing existing parking lots. Call us today to schedule a demo.

Category: Real Estate By Vivek Mehra May 22, 2019

Tags: Parking sustainability sustainable parking

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Author: Vivek Mehra

http://www.vivekmehra.com

Founder @ParqEx . 18+ yrs of technical leadership experience as a developer, CTO, & Founder. Worked for Fortune 500 & start-up, including 2 successful exits.

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NEXT

Solve These Top 3 Parking Issues in The Office With ParqEx

Sustainable Parking Lot Design

In the 1970s, at the advent of the modern environmental movement, Joni Mitchell lamented "they paved paradise to put up a parking lot." Though she wasn't talking about Florida, it is true that our state earned a reputation for slapping down asphalt. All that paving wasn't just ugly, it helped to create our heat island effect, made stormwater runoff hard to manage, and made it much too easy to drive in a place that really needed to increase demand for transit. Today, nearly a half century later, things are beginning to look quite different. **Parking lots and parking garages are becoming laboratories for sustainable design. Slowly, very slowly, the paving is becoming part of the solution, not the problem.**

What is sustainable parking?

Newer lots and garages incorporate typical structural features such as energy efficient lighting, reflective and pervious surfaces, increased natural lighting and the use of LED, solar panels, recycled materials and Florida-friendly landscaping. They also encourage sustainable practices by providing bike racks, electric vehicle charging stations, recycling containers, and smart meters. As they progress, parking structures are incorporating greenery to absorb CO_2 emissions, parklets for creating a sense of place, and paths connected to transit. The future of parking lots and garages is to make them truly mixed-use and transit-oriented, actually contributing to the walkability of a city. The future also includes widespread incorporation of smart technologies to guide drivers to available spaces thereby minimizing the fuel they expend while looking for a place to park.

Fort Lauderdale's Greener Parking

Fort Lauderdale is proud to be on the forefront of experimentation with new parking construction materials and methods, and is moving full speed ahead with improvements. These include:

The Orchid Parking Lot - Piloting Total Sustainable Lot Design

We collaborated with the International Parking Institute, the Green Parking Council, and TimHaahs & Associates to design and construct one of the greenest parking lots in the country. Our Orchid Parking Lot, located on City Hall's north side, was showcased at the IPI 2013 Conference & Expo and was designated a Green Parking Council Demonstrator Site for best practices, new technology, and innovative strategies. The old lot was redesigned and retrofitted to conserve energy and water, accommodate alternative fuel vehicles, and improve stormwater management. Installations include: LED lighting with efficiency controls, an electric car charging station, solar parking meters, permeable paving with a high-SRI coating, Florida-friendly landscaping, a bike rack, and a "parklet" complete with recycling station. Construction waste was managed according to green best management practices. New ground sensors support communication with Parking Services staff in the field, allowing the City to reduce unnecessary meter checks and conserve additional fuel and energy

Pave Drain Tests - Experimenting with water absorbing lot surfaces

Managing stormwater run-off is one of our greatest challenges in parking lot design. New pervious paving surfaces make it possible for us to construct a lot that actually contributes to filtering water as it is absorbed back into the ground. This works well for normal rains, but heavier storms are even more challenging. We are piloting new PaveDrain technology (/greener-government/climate-resiliency/innovative-pilot-projects/pavedrain-systems) which during tests absorbed 700 gallons of water in under a minute.

Doing Maintenance with Green Building Features

As our lots and garages come up for routine maintenance we look for opportunities to "green" them. In 2014, many of our lots received Street Bond SR150 Coating to increase the reflectivity of lot surfaces and cool the air around them. Our parking garages are being fitted with LED Lighting. Where feasible we are incorporating solar powered metering and will explore adding EV charging stations, such as we did in our Mills Pond Park lot.

Full Scale Renovations Our Cox's Landing 15th Street Boat Launch was recently renovated to improve facilities and services. Part of the project focused on the parking lot, and many sustainable best practices were incorporated. They included: energy-efficient overhead lighting; solar-powered restroom facilities and parking meters; pervious concrete foundation for a parklet; solar-reflective pavement coating; Florida-friendly landscaping and bioswales. The project was recognized with an Award of Merit by the Florida Parking Association (http://www.fortlauderdale.gov/Home/Components/News/News/169/16?backlist=%2Fhome).



If you own a parking facility, are responsible for maintaining one, or even want to make a few improvement to your own driveway, you can follow our examples and get more information from these resources. Feel free to contact our Transportation and Mobility Parking Division for more information on any of our projects or upgrades.

More Information

Green Parking Council (http://www.greenparkingcouncil.org/)

The Green Parking Council (GPC) has a mission to "promote the blossoming of parking facilities to environmental, technological and economic sustainability and the industry's growth into a positive force in the built environment." Their vision is so beautifully worded, that it's worth repeating here so that we all know what to expect from parking int he future. The GPC vision states that: "The garage of the future offers convenient services and shines as a beautifully designed urban asset. It is the sustainable, place-making hub for car sharing and intermodality. It provides nourishment for electric cars with renewable, clean energy and smart grid technology. Drawing power from the sun and wind, it is a paragon of performance." GPC's website is full of practical information and interesting facts. As parking structures do not fit in to any other rating standard scheme, the council offers the worlds's only Green Garage Certification (http://www.greenparkingcouncil.org/certified-green-garages/).

International Parking Institute - IPI Sustainability Framework (http://parking.org/media/306334/sustainability_framework_5_16_14.pdf)

IPI is the largest association of parking professionals and parking industry representatives. The IPI Sustainability Framework (http://parking.org/media/306334/sustainability_framework_5_16_14.pdf) sets goals and provides leadership to encourage sustainable initiatives in the parking industry. Seven goals address energy usage in parking structures, integration with multi-modal and transit oriented development, natural resource and waste management, and related issues.

AGENDA ITEM REPORT
January 12, 2022

ITEM NUMBER: 20.

ITEM: Discussion and **possible action** of contract award to Beefree, LLC dba Freebee for Shuttle and/or On-Demand Transit Services for the Town; subject to the Town Attorney's approval with possible modifications related to the Shuttle and on-demand Scope of Service, and the geographic area for pick-up. Enclosed is a copy of the Proposals.

DESCRIPTION:
The Town recently issued a Request for Proposals (RFP) for Shuttle and On-Demand Transportation Services.The RFP focused on two service components: Shuttle Transit Services and On-Demand Transit Services. The Shuttle Transit Service component consists of the use of shuttle vehicles to provide transit services along the Surf-Bal-Bay Shuttle Route. The On-Demand Transit Service consists of operating electric vehicles to provide passengers first/last mile transportation when requested through a ride-hailing application. The Shuttle and On-Demand services were priced separately in the RFP - please see attached.

The two responsive bidders were Freeebee and Bus.com. Both firms are very qualified as to the requested services. The Town developed a selection committee to review these responses. This selection committee met and ranked each proposer according to specific criteria: qualification & experience, structure and size, safety, pricing etc.

Company Name	On Demand Services Proposed Amount	Shuttle Service Proposed Amount	Total Amount
Bus.com	$217,550.08	$307,975	$525,525.08
Freebie	$202,092.80	$239,824.00	$441,916.80

The Committee ranked Freebee as the highest scoring respondent. Therefore, the Committee recommends the Town enter into contract discussion with Freebee for the Shuttle and/or On-Demand services. Freebee currently services other surrounding municipalities' Shuttle and/or On Demand.

The funding for this service will be partially obtained from a Public Transportation Grant Agreement. This grant is a matching grant that will provide the Town with up to $150,000 in monies through 12/2022 to be used for these services. The remainder of the costs for these services is proposed to be shared proportionately (taking into account CITT funding) amongst Surside, Bal Harbour and Bay Harbour. The proproportionate share is 40% funding by each Bay Harbor and Surfside and the remainder 20% funded by Bal Harbor. The towns at this juncture propose that the Council consider beginning with the On-Demand component of the RFP and later consider expansion to the Shuttle component if so desired.

The Town wishes to obtain direction from the Council as to this proposed service, scope & funding discussed above.

Enclosed is a copy of the proposals and other supporting documents.

RECOMMENDED ACTION:
Approval

FINANCIAL ANALYSIS:
Funded by matching transportation grant - maximum of $150,000 available for reimbursement until 12/2022

Last Fiscal Year 2021, the Town Revenues from CITT and spending were as follows:

Fiscal Year 2020 / 2021	Budgeted	Actual	Difference
001.9990.335185.000 Revenues from CITT:	$200,000.00	$266,589.00	$66,589.00
001.5440.400034.000 Expenditures for Public Transit Shuttle:	$158,000.00	$88,415.09	$69,584.91
In the current Fiscal Year 2022 the Town Budgeted Revenues and Expenditures are as follows:			
001.9990.335185.000 Revenues from CITT:	$220,000.00	$ 19,871.00	
001.5440.400034.000 Expenditures for Public Transit Shuttle:	$128,000.00	$ 13,157.74	

The remaining CITT funds are allowed to be used to repay Sewer Project bonds - General Fund Series 2012 and Series 2016 Loans. For
FY 2021 the loan and principal payments amounted to $507,333.81.
FY 2022 to date, the Town repaid $359,926.45 out of Budgeted $516,137.60 for loan payments.

The Town Budgeted $50,000 for Grant Revenue for FY 2022
The Town Budgeted $128,000 for transportation services, including the current shuttle.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Bus.com Proposal for the Town of Bay Harbor Islands
2.	Freebee_Surf Bay Bal RFP - Town of Bay Harbor
3.	G1T50 - grant
4.	Freebee -Aventura Agreement
5.	Freebee West Miami Agreeement
6.	Modified Shuttle and On-Demand Transit Services - Contract

bus.com

Proposal for The Town of Bay Harbor Islands

Modified Shuttle and On-Demand Transit Services
RFP #BHI-218

Submitted to

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

Submitted by

Justin Park
Business Development Manager
1-855-428-7266 ext. 896
justin@bus.com

bus.com

Cover Letter

Bus.com
Justin Park
Business Development Manager
(438) 346-5001
bids@bus.com

Attention
Alba Chang
Town Clerk
Town of Bay Harbor Islands
achang@bayharborislands-fl.gov

November 14, 2021

Dear Town of Bay Harbor Islands,

We are thrilled to submit our proposal to serve Bay Harbor residents with reliable transportation. In a year full of uncertainties, our collective team of Bus.com and Circuit will ensure a consistently modern and digital experience for the Town of Bay Harbor Islands. Please find enclosed the proposal for Modified Shuttle and On-Demand Transit Services.

We hereby confirm that Justin Park, Business Development Manager at Bus.com, is authorized to bind the offeror to a contract with the Town of Bay Harbor Islands.

Our attached proposal includes all the details, but if you need any additional information as you consider your options, please let us know.

We are excited to share our passion for increasing access to transportation and look forward to working with you as a long-term partner.

Sincerely,
Justin Park
Business Development Manager



bus.com

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Executive Summary

The Town of Bay Harbor Islands has identified a need for operation of the Surf-Bal-Bay shuttle, serving three municipalities, and an on-demand (door-to-door) service. Both services require staff members who have experience and training in transporting and assisting those with disabilities, seniors, and anyone requiring assistance.

While the Town of Bay Harbor Islands explores microtransit and other modes of transit for the future, our collective team understands that the continuity of the two services is paramount to the success of the overall operations. Our responsibility and mission will be to meet or exceed service performance requirements to alleviate concerns and anxiety while providing timely, workable solutions to meet each person's needs.

In the RFP Scope of Work, the Town of Bay Harbor Islands has detailed specific requirements and objectives for these services that will create and maintain an operating environment that is safe, friendly, reliable, and customer-focused. These objectives are summarized in the table below:

Stakeholder Project Objectives		
Customers	**the Town of Bay Harbor Islands**	**Project Employees**
Timeliness	Reliability/Consistency	Training
Exceptional Responsiveness and Assistance	Customer Satisfaction	Team Work
Safety and Security	Safety and Security	Positive Work Environment
Courtesy and Respect	Efficiency	

Our execution plan focuses on delivering operational services to each of the major project stakeholders that meet or exceed their objectives.

The customers who utilize the shuttle service rely on the operation to provide timely service to assure appointments and other commitments are met. They rely on the assistance of trained drivers to safely assist them in exiting and entering vehicles and properly securing and caring for their mobility equipment. The customers need confidence in the safety of the environment, reliable and clean shuttles, and safe, licensed, trained, and considerate drivers.

Our implementation and execution goals are to provide a strong, experienced, well-trained team and the necessary equipment to reliably and efficiently operate the shuttle bus and valet parking services under this contract. We will be timely, provide exceptional customer service, and operate safely and consistently. We will collect the appropriate metrics to assess our performance in these areas and provide complete and timely operational results reporting, with remediation plans and timelines for areas requiring improvement.

Value-add Services

Our team is committed to the long-term success of this program, and we are happy to partner with the Town to find additional support for this program. While we understand that advertising services are no longer requested at this time, we are willing to guarantee a minimum of $20,000 in advertising revenue share to the Town annually, if desired. We anticipate considerable advertising revenue for this service, which we propose to share 50/50, and the actual revenue share value to the Town could be higher. Circuit's in-house advertising team has been nationally recognized in the out-of-home advertising space, with recognition for its innovative Fort Lauderdale campaign at the 2020 OBIE awards as well as winning Gold in the 2018 awards. This team also has experience with corporate sponsorships and corporate social responsibility programs. Circuit's team also includes grant writing expertise, which it would be happy to contribute to assist the City in identifying and applying for national and local grant opportunities. This team has been successful in identifying and winning grant support to seed and extend pilot programs, including grants related to economic development, public health, and sustainability. Circuit's team has helped its city partners win nearly $13m in grant funding for transportation projects.

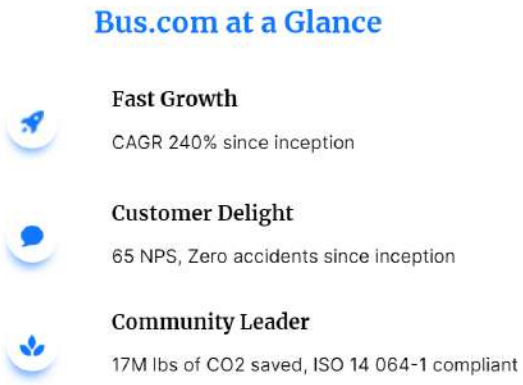
In our experience, on-demand services are excellent ways to provide convenient and efficient service to residents and guests. While we believe that two vehicles could service the zone as described, we would like to offer two standard vehicles and one on-demand ADA vehicle at a reduced cost, for a total of 3 vehicles. The ADA vehicle will be available for ADA requests, which can be requested through the app. Our local operational staff will receive ADA training to assist riders needing additional assistance. This bonus vehicle will also be available for extended hours. Circuit is also able to bring in additional vehicles from nearby operations to meet surge capacity, such as during special events.

Qualifications and Experience

Bus.com Overview

Bus.com is the largest community of local operators powered by technology that offers on-demand passenger transportation using its flexible fleet.

Through our advanced technology and award-winning customer service, we are modernizing the bus industry to provide service across North America that is safe, easy, and affordable. Bus.com is an expert in running large operations having the ability to provide scalable solutions to our customers. We have been awarded long-term bus transportation contracts with In-n-Out Burger, HomeChef, YMCA, Cirque du Soleil among many others.



Proven Leader in Transportation-as-a-Service (TaaS)

Bus.com has evolved from a ride-sharing platform to an industry leader in whole bus rentals, working with groups both large and small. Bus.com has the largest existing network of transportation partners across North America, with deep connections in North America's bus and motorcoach network with a core focus on over 3,500 small motorcoach operators (90% of the industry) and thousands of private school bus operators who provide charter services besides their regular school bus routes.

We take the untapped potential of private charter buses to offer flexible and efficient transportation solutions to municipalities and transit authorities in markets where we are already present. A recent example is our flexible route solutions in North Carolina (link here).

Complex Project Experience

Can **move large groups in very short time frames** (i.e. disaster reliefs, moving military personnel)

Family federation (religious event) with **250 buses and over 10,000 passengers on one single day** in one event location (moving everyone in 30 minutes!)

Experience in **running flexible bus route networks**

Flexible bus route network from 20+ communities to and from Canada Rock with the Rolling Stones in Barrie (2019), **7000 passengers on over 175 buses**

A flexible **last-minute specialist**

Award-winning 24/7 customer service, Bus.com allows **online bookings with one-day notice and offers same-day customer support.**

Some of Bus.com's Clients

Subcontractors

FloridaTours.com (Fixed-Route Operation)

Thank you for considering FloridaTours.com to be your transportation provider & partner. We are a South Florida-based, local & national provider of school bus & transit shuttle management, school transportation, motorcoach transportation, and cruise line excursion tours. Some of our major clients include the Miami Dolphins/Hard Rock Stadium, the NFL, SP+, Amazon, School Board of Broward, Miami-Dade, and Palm Beach Counties, the NBA & NHL, American Heritage School, David Posnack Day School, St. Andrews School, Pine Crest School, The YMCA, various JCC's, Pembroke Pines Charter Schools, St. Thomas Aquinas High School, University of Miami, Florida Atlantic University, Broward College, St. Thomas University, Florida National University, Florida Gulf Coast University, Royal Caribbean, Celebrity, & Norwegian Cruise Lines, and many more.

Our extensive experience managing large-scale, similar shuttle bus operations to Hard Rock Stadium Employee Shuttles include the following:

- Amazon – Miami 05
  - Currently operating 24 hours, employee shuttle service at one of Amazon's major Miami locations utilizing six buses in daily service.
- Hard Rock Stadium Ride-Share School Buses for two Rolling Loud Concerts 2018 & 2019
  - Operating 15+ school buses post-event
  - Operating 10+ motorcoaches post-event
- MSC Cruise Lines Ship Staffing & Guest Transportation 2015 – Present
  - Pre-pandemic, providing transportation to more than 15,000 guests each week to/from airports & hotels
- Norwegian Cruise Line Ship Staffing & Guest Transportation 2016 – Present
  - Pre-pandemic, providing transportation to more than 10,000 guests each week to/from airports & hotels
- Super Bowl LV Tampa
  - Managing 163 school buses over three days for all special event employees
  - Managing 23 motorcoaches over five days for all VIP sponsors
- Super Bowl LIV Miami
  - Managing 205 school buses over three days for all half-time performers and special event employees
  - Managing 65 motorcoaches over twelve days for all VIP sponsors

Circuit (On-Demand Operation)

Circuit Transit Inc. is an all-electric mobility operator offering on-demand shuttle services. We partner with innovative communities, cities, developers, and private companies to provide fare-free or low-cost first/last-mile connections. We have a proprietary ride request mobile application and advanced data reporting capabilities. Our driver ambassadors are w2 paid employees, and we are committed to local hiring preferences.

Circuit is a C Corporation incorporated in Florida with 10+ years of operational experience, operating in South Florida since 2011 and is registered in Miami-Dade County. Circuit is headquartered in South Florida, bringing a wealth of local experience combined with the capacity and experience of a national operator. Circuit has local operations in Miami-Dade, Broward, and Palm Beach counties, which can be leveraged to quickly ramp up and scale up services in the Town of Bay Harbor Islands. Circuit has also been a partner of CoMotion Miami in 2020 and 2021.

Circuit is also partnering with Brightline for their multimodal program Brightline+[1], focusing on first-last mile connections to Brightline stations using all-electric low-speed vehicles. Circuit is operating fleets of low-speed electric vehicles with Brightline branding for short trips around stations in West Palm Beach, Fort Lauderdale, and Miami.



Circuit electric shuttles in Fort Lauderdale, West Palm Beach and Miami with Brightline branding for Brightline relaunch and roll-out of Brightline+ last-mile service to and from all stations.

[1] https://www.masstransitmag.com/alt-mobility/shared-mobility/press-release/21244163/brightline-brightline-unveils-brightline





Circuit electric shuttle program with Pompano Beach with City Branding (left), and Circuit electric shuttle at CoMotion Miami in 2021 providing event shuttle services (right).

Circuit's quality of service has led to recognition, awards, and affiliations that benefit all of the company's affiliated partners. In December 2019, Fast Company highlighted Circuit as the **"Electric vehicle ride-share company that won the trust of cities without 'disrupting' them".**[2] The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC and a number of other publications. In 2017 the City of San Diego referenced FRED as part of its successful Bloomberg award application, and the service was featured in a national CBS Smart Cities report.

Along with the requirements of the on-demand portion of this RFP, Circuit's team can provide support in terms of grant writing and additional revenue generation through advertising sales, if desired. Circuit's grant writing team follows national and local policies and opportunities and can support the Town in applying for applicable grants to further support the operation. Past funding examples include CARES Act, HUD CDBG, and CA Carbon Fund grants. Circuit's award-winning advertising team has experience selling, planning, and managing professional-level national and local brand advertising campaigns, with great interest from brand partners in South Florida.

In April 2021, Circuit launched a highly successful service in Pompano Beach. Within the first two months, the operation attracted significant demand, bringing down the average cost per rider to under $3. Our recent data report is provided in the attachment. This contract is structured in a way to be easily adopted at similar rates by other municipalities and jurisdictions in the State of Florida. We are happy to provide additional information about this service.

[2] https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them

Project Personnel

Bus.com Team

Bus.com is allocating key personnel to this deployment for the Town of Bay Harbor Islands. The cross-functional team comprises experts from Business Development, Operations, Project Management, Customer Service, and Executive Management, all of whom have extensive experience in providing scalable and flexible transportation solutions.

If Bus.com is awarded the project, our project team, led by Oleh Kaluzny, will manage Bus.com's responsibilities and Bus.com project deliverables, including any operational integrations with the existing Town of Bay Harbor Islands operations. Justin Park will be the primary point of contact for the Town of Bay Harbor Islands throughout the delivery process. Once the solution is implemented and operation begins, Bob Aube, General Manager, will establish ongoing channels for the contact between Bus.com and the Town of Bay Harbor Islands team and oversee day-to-day contact. Additionally, Bob will establish processes with appropriate Town of Bay Harbor Islands personnel, so these teams can jointly perform the detailed quality assurance process. The parties will also designate a preferred Town of Bay Harbor Islands contact(s) and communication channel to help solve any future data issues.

Please see below for key personnel that will be involved in this project.



Oleh Kaluzny

VP, Business Development

24 Years of Experience

Oleh is highly experienced in business development, corporate finance, and team leadership. Over the last 24 years, Oleh has held several key leadership roles in transportation and technology companies including Senior Director of Strategic Business Development and Partnerships at CAE (largest civil aviation training organization in the world). Strongly recognized for his ability to develop complex partnerships, Oleh successfully structured partnerships with a total value over a billion USD with Emirates Airlines, Air Canada, AirAsia, Avianca, JAL and Asiana Airlines (to name a few). He has developed numerous diverse multi-disciplinary technological solutions in various fields – from solar energy and pilot simulation to transit, from consumer to enterprise, SaaS, and B2B.

Oleh will provide general oversight of the contract.



Justin Park

Director of Partnerships

10 Years of Experience
Approximately 20% of Justin's time will be devoted to this project.

Justin joined Bus.com in 2020 to lead the Request for Proposals team for the Americas and manage new and ongoing customer relations by performing business needs discovery and designing solutions that meet the customer's transportation needs. Justin has over ten years of experience in project management and business development, across various industries including solar energy and transit. Justin is a Fulbright Scholar and holds a B.A. in Political Science from UCLA and an M.B.A. from McGill University.

Justin will be the primary contact for the Town of Bay Harbor Islands throughout the delivery process and will be overseeing partnerships with Bus.com's technology and marketing vendors.



Bob Aube

General Manager at Bus.com

30+ Years of Experience
Approximately 50% of Bob's time will be devoted to this project.

Bob joined Bus.com in 2021 as Head of Sales Growth for North America. He manages the customer relationship through the sales process into the support phase. Bob ensures client satisfaction by building direct relationships with clients and providing them with timely and customized value propositions. He is focused on helping customers grow and achieve their goals through the solutions that Bus.com provides. Bob supports many of Bus.com's Transportation-as-a-Service deployments in the United States including the Spartan Race, NASCAR events, and various music festivals. Bob has more than 30 years of experience in the transportation industry.

If selected, Bob will be the primary On-Site contact for the Town of Bay Harbor Islands throughout the contract term and lead a team of other management staff, dispatch, mechanics, and drivers.



Nancy Clabots

Director of Customer Service at Bus.com

30+ Years of Experience
Approximately 20% of Nancy's time will be devoted to this project.

Nancy joined Bus.com in 2021 and brings her 30+ years of excellent customer service to the Bus.com family. She has dedicated the last 10 years in the transportation industry serving clients from high profile professional sports teams to student organizations. Her reputation in the industry has earned her many word of mouth clients who experienced her dedication to excellence while handling their transportation needs. Nancy has taught numerous customer service soft skill classes in multiple companies, written ad-hoc training materials designed to increase client satisfaction and improve KPIs as well as authored a technical manual for tracking software. Her contact center background allows for valuable insights for our teams.

For the Town of Bay Harbor Islands, Nancy will directly liaise with the Bus.com GM and be mainly responsible for resolving customer complaints and further training.



Akili Atherley

Mobility Manager at Bus.com

5 Years of Experience
Approximately 50% of Akili's time will be devoted to this project.

Akili joined Bus.com in 2021 to lead the transit planning and design efforts for Bus.com's transit segment customers. She has worked on a major proposed public transportation infrastructure project in Montreal - the Pink Line - which included the development of an equity analysis to ensure that this project would serve economically disadvantaged neighbourhoods in the city without adequate access to public transportation. She built multiple travel time matrices for four different time periods which measured the benefits of the proposed pink line such as time reduction and accessibility gains for different variants of the line's location.
She is the in-house expert in ArcGIS, new mobility service marketing, fare analysis, and service design planning. ***She will be a key point of contact for the Town of Bay Harbor Islands on Bus.com's team to lead the discussions on service optimization, as well as future developments of routes and first-and-last-mile on-demand projects.***

FloridaTours.com Team

Crane Gladding; President & Company Founder

As a cruise line veteran with more than twenty years as explained above, Crane understands the needs of all sides; the bus company, the cruise line, and the consumer. His kind nature, coupled with his strong interpersonal skills and business acumen has allowed FloridaTours.com to flourish. With an undergrad from Vanderbilt University and his MBA from the University of Florida, you can rest assured that the finances and overall vision of FloridaTours.com will remain intact.

Bret Brittenum – Chief Operating Officer

With twenty-two years of transportation experience in Florida, Bret joined our team just over three years ago. For almost his entire career after graduating with his BA from Florida Atlantic University in Business & Finance, Bret has managed large motorcoach companies. His previous senior

leadership positions included regional management at Academy Bus, American Coach, and Coach America. All of his large corporate experience has allowed him the unique ability to draw upon past strengths and weaknesses.

Aaron Florence – Director, Guest Services

With his naturally flowing Scottish accent, Aaron is well known throughout the cruise and bus industry. After a long career managing the shore excursions for Norwegian Cruise Line; he has now joined our team and is managing our tour products along with the delivery of service. Aaron spends a considerable amount of time at our various college contracts ensuring the FloridaTours.com Experience is delivered each & every day. His ability to understand the cruise line customer along with the bus company vision makes Aaron an important part of our team.

Michael Lin – Director, Safety, Bus Maintenance, & Compliance

Michael has spent his career in transportation. Beginning as a cruise line bus driver in Ft. Lauderdale, Michael truly has "diesel in his blood." As a former driver in Florida, he now sees the business from all sides. His unique ability to manage his team of mechanics, road supervisors, and drivers has made Michael an extremely valuable member of the team. He is responsible for all aspects of our training, compliance, and vehicle maintenance.

Circuit Team

James Mirras, Chief Operating Officer / Co-Founder

Oversees all national operations and will work closely with Jason Bagley. to plan and set up operations, hiring processes, tech improvements, reporting processes, metrics, and any additional requests of the City of Pompano Beach.

Jason Bagley, General Manager

Controls and oversees all South Florida operations. Jason currently oversees Circuit's national fleet operations for 140+ vehicles and our 6 operations with 40 vehicles in Palm Beach and Broward counties. Jason has been operating 100% electric shuttle services in Broward County since 2011

and with his fleet expertise spends time consulting the Polaris GEM corporate technicians on vehicle diagnostics and new solutions.

Camille Santiago, Regional Manager

Manages hiring, onboarding, and scheduling for all South Florida operations. Camille currently oversees and schedules roughly 35 managers, supervisors, and drivers in Palm Beach and Broward counties. Her background is in Community-focused relations with experience in the transportation industry. Manager and shift supervisor (explained below) onboarding are crucial to service success and having a dedicated manager with experience in multiple locations but at the same time, Community-focused, hyper-focused in one area is crucial. She is a resident of Miami-Dade County.

Alyssa Haerle, Director of Transit Development - Impact Measurement and Grant Support

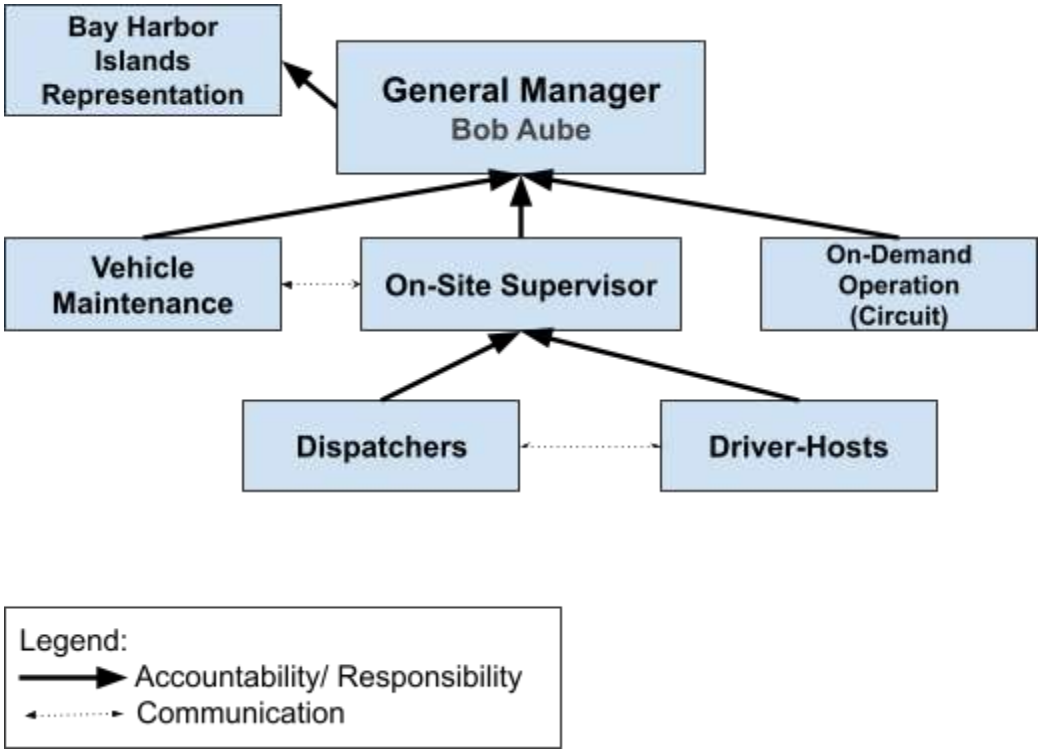
Handles government relations, impact measurement, and grant writing. Alyssa received her BA in Political Science from UCLA and MA from Stanford with research focused on economic development and public-private partnerships. Before joining Circuit in 2019, Alyssa was a Research Fellow in Government Relations at the Los Angeles Cleantech Incubator evaluating local, state, and national policies and providing support for transportation, workforce development, and economic development programs.

Alyson Brown, Managing Director of Sales, Marketing, & Communication

Alyson leads a team of marketing and advertising professionals. She has 5+ years of experience in on-demand transportation services using EVs and 13+ years experience in out of home advertising. Alyson will oversee marketing, rider communications, and ,if desired, any advertising sales. At Circuit, she has managed innovative national, regional, and local brand campaigns in markets across the country. Notably, one of her campaigns with a national brand won the Gold Award for Media Plan of the Year 2018 from the Outdoor Advertising Association of America. If the Town is interested, Alyson's advertising sales team can be brought on board to manage advertising sales for the entire fleet at a revenue share to the Town.

Project Operations Organization Chart

The Project Operations Chart demonstrates the proposed organizational structure, with lines of accountability, responsibility, and communication, for the daily operation. The key personnel have been identified for all management positions. Bus.com will recruit qualified drivers and dispatchers before the contract start date.



Modified Shuttle Service Operations

1. Transportation-as-a-Service via Bus.com

Transportation as a Service (TaaS) is rapidly growing and is considered by many to be the future of transportation. Through TaaS, vehicle ownership will eventually decline. Instead of owning a fleet of vans and buses, transit agencies will be able to buy trips, miles, or revenue hours without having to maintain their fleet. Since the company's inception, Bus.com has been entirely focused on building a flexible fleet model, backed by our deep operator network of 3500+ local bus companies throughout the Americas.

Our customers have used our TaaS for a variety of transportation needs, including:

- Employee shuttle programs (Uber, Salesforce, Shopify)
- Large Sporting Events (NBA, PGA Tours, NASCAR)
- Large Music Festivals (Coachella, Snow Globe Festival, EDC)
- University Shuttle Services (Harvard University, UC Davis, McGill University)
- Weddings
- School Field Trips
- Vaccination Shuttle Programs

We have identified paratransit operators that would be providing the drivers and on-site supervision staff. **Bus.com's General Manager, Bob, will oversee the operation and act as a Point of Contact (PoC) liaison between the Town of Bay Harbor Islands and Bus.com.** As for the local operation, we will be partnering with **FloridaTours.com.** who is a proven transportation provider that has been serving local areas for the last 20 years. For the on-demand portion, we will be partnering with **Circuit Transit**, a local operator with national experience and over 10 years of experience operating on-demand shuttles using electric vehicles. They have a proprietary technology suite designed specifically for these types of shuttle services using low speed and standard electric vehicles.

2. Facilities

Bus.com wishes to use the facilities provided by the Town of Bay Harbor Islands for all vehicle storage and maintenance. If the Town of Bay Harbor Islands facility cannot be used for the Mainstream On-Demand vehicles, Bus.com will operate the vehicles at a new designated facility or operate out of our existing partner facility.

At the facility, there will be a dispatch and supervisor station, facility for maintenance of both shuttle and on-demand vehicles, storage space for maintenance equipment, daily fueling facility, break rooms for drivers and staff, and restroom facilities for drivers and staff.

Bus.com has identified two potential locations for the facility (within 5 miles of the Town of Bay Harbor Islands) prior to the submission proposal. Once the Notice of Proceed is announced to Bus.com, we will start the facility contract negotiations with the provider.

3. Operating Procedures

Operating Plan

For the Modified Shuttle Service, our operations will bring the same benefits that all Bus.com passengers currently enjoy:

- Award-winning 24/7 customer service that not only responds to passenger inquiries and concerns, but also goes above and beyond to empathize with the customers and find a solution together.
- Our zero incident safety record attests to our highest standards of operations and safety is never taken for granted at Bus.com.
- We are proud to have a 99% order-fill-rate. Bus.com always has a backup plan due to our large network of fleet operators. In case of an emergency or bus breakdown, we are the fastest to respond and dispatch additional vehicles and drivers to the requested location.

In addition to our standard service, we have developed the following plan for the Modified Shuttle Service:

- **General Manager for the operation will be Bob Aube**, whose main responsibility will be communicating with the Town of Bay Harbor Islands before and after service hours. **Operations Manager for the operation will be Brett Brittenum**, whose main responsibility will be communicating with the Town of Bay Harbor Islands during service hours. **Director**

of Customer Service for the operation will be Nancy Clabots, whose main responsibility will be driver and other transportation staff training and incident handling.
- Any delays and cancellation of the service will be promptly notified in advance to the Town by the Bus.com team.
- Bus.com's Accident & Complaint Resolution Process is described in detail in Appendix A.
- Bus.com will have procedures, plans, and driver incentives to maintain thirty (30) minute headways based on the SBB Shuttle Route Schedule specified in Exhibit D of the RFP document.
- Samsara GPS system will be installed on the vehicles to allow vehicle tracking for the Shuttle Service.
- Stop announcements will be made by the trained "driver hosts."
- Procedures for daily servicing are described in Appendix B: Maintenance Procedures.
- If the Town of Bay Harbor Islands is interested in introducing fares as well as fare collection equipment in-vehicle, our team is ready to assist immediately. We have strategic partnerships with industry leading fare equipment providers (i.e. Masabi) to enable the most flexible fare collection service to the Town. More information is available in Appendix C: Fare Collection and Equipment.
- Shuttle vehicle dispatch procedures to achieve balanced accumulation of mileage for each shuttle vehicle in the fleet and as necessary to accomplish shuttle vehicle maintenance

Staffing Plan

The goal of any worthwhile staffing plan would be to ensure you have a surplus of trained staff ready to handle all client requests, keeping operations moving without interruption. Our plan includes having that surplus, our advantage is that we understand by offering wages drivers can actually live on as well as a generous benefit package which includes paid time off, we will attract and retain additional quality personnel. Our goal is to retain the highest percentage of incumbent staff possible. The following steps will be taken to ensure maximum success.

Bus.com will conduct a thorough analysis of current operations to determine proper staffing levels. This analysis includes:

- Documentation of employee turnover rates
- Observation of current staff's call-off tendencies
- Historical review of Projected overtime hours compared to actual usage
- Review of current wages and benefit packages in place

After staffing levels are determined, we will continue to monitor employee development, adjusting, as necessary. This includes:

- Planning of training classes for anticipated staff needs Training sessions on a continuous basis

- Management and adjustment of extra board operator hours (extra board are spare drivers not assigned to work, cover vacations, sick driver, etc), as needed Use of standby operators to review schedules with dispatch staff
- On-road training with road supervisors and substitute operators
- Continued review of probationary employee development

All these efforts allow us to better maintain costs, adhere to schedules, maximize on-time performance, promote professionalism, and meet all the stringent quality and customer service requirements.

If additional employees are required under this new contract, we will work with all local stakeholders, including local and state employment agencies, workforce development agencies, multicultural organizations, and Veteran Affairs and military outplacement programs to find community leaders who exemplify the ideals and standards of the Bus.com team.

Below is a list of management and office staff, transportation staff, on-site customer service representatives, and other staff.

Driver-Hosts

- Reports to Operations Manager; Dispatchers while on route
- Number TBD
- Responsible for Safe, reliable, and customer-focused transportation
- Accountable for Vehicle Safety
- Consulted about Schedule adherence, vehicle performance, weather, and traffic Informed of Real-time challenges on the road

General Manager

- Department: Operations
- Collaborates with Bus.com Director of Partnerships
- Number proposed 1 FTE
- Responsible for Project and personnel management, service success, customer relations
- Accountable for Contract compliance and service performance
- Consulted about Recommendations for service changes, new contract scope items
- Informed of Changes to service, schedules, and policies

Operations Manager

- Department: Operations
- Reports to General Manager
- Number Proposed 1 FTE
- Responsible for Safety, On-time Performance, Fleet Cleaning, Proactive Communications, Employee Relations, Human Resources, and Customer Interface
- Accountable for Service performance
- Consulted about Recommendations for service changes, new contract scope items Informed of Changes to service, schedules, and policies

Director of Customer Service

- Department: Safety
- Number Proposed 1 FTE
- Responsible for Safety policy enforcement, safety meetings, safety reporting
- Accountable for Location operational safety record, confirmation of fully trained workforce
- Responsible for Operator training, accident investigation
- Accountable for Location operational safety record, confirmation of fully trained workforce
- Informed of Changes to regulations and policies, individuals, and areas requiring retraining based on DriveCam events, complaints, and performance

Road Supervisor

- Department: Operations
- Reports to Operations Manager
- Number Proposed 1 FTE
- Responsible for Operator evaluation, operator mentorship, on-road accident/incident response, site evaluations Accountable for Completion of on-road evaluation and incident response/reporting
- Consulted about Trends in operator performance and required coaching Informed of Changes in road incidents response procedures

Dispatcher

- Department: Operations
- Reports to Operations Manager
- Number Proposed 1-2 FTE
- Responsible for Managing all operator duties, service reliability, on-time performance, response to on-road incidents.
- Accountable for Assessing fitness for duty, unplanned changes that affect performance, such as route detours and heavy traffic
- Consulted about Operator absences, changes to routes start and end times Informed of Vehicle exchanges, maintenance pull, and submission of defects noted on DVI form, service reliability, on-time performance, response to on-road incidents.

Maintenance Manager

- Department: Maintenance
- Reports to General Manager
- Proposed 1 FTE
- Responsible for Ensuring the safe and effective operation of service vehicles to protect and maximize the useful life of the fleet
- Accountable for Maintaining vehicles, facility, and overseeing the process of maintenance record keeping
- Consulted about Compliance with all OEMs, City, and CONTRACTOR standards of safety, operation, and appearance
- Informed of Changes to daily pull-out vehicle needs

Emergency Response Plan

Bus Breakdowns and Recalls

Bus.com's comprehensive maintenance program significantly minimizes vehicle downtime; however, in the rare event that a roadcall occurs Bus.com's team will be prepared to respond efficiently. Dispatchers use troubleshooting techniques to first attempt to talk the operator through correcting the issue. If the situation cannot be resolved, dispatch will call a third-party towing service to transport the vehicle to the maintenance vendor to handle repairs. If a replacement vehicle is needed, the maintenance manager will coordinate with dispatch to send another operator or supervisor to the field to transfer the passengers and resume the route. A vehicle breakdown form is completed for every roadcall and stored in the vehicle files.

In addition, we are prepared to implement our backup plan for mass recall of vehicles due to natural disasters or facility fires should it become necessary. Our backup plan includes other approved partners who will have dispatch, contact center staff, drivers and vehicles at the ready. They will undergo the same rigorous training as our primary yards and will be able to fill in at a moment's notice. They will be able to cover vacations, increased demand, as well as any unexpected situations.

Emergency Risk Assessment

Bus.com also maintains rigorous risk assessment protocols to ensure the highest levels of safety for our passengers as well as our drivers.

Emergency Risk Assessments cover operational response in the event of both likely and unlikely occurrences. Operators are routinely trained on their adherence to Emergency Response protocols, and their ability to activate action plans. Drivers are trained to initiate immediate escalation, are incentivised for high-scores during drills as well as their execution in real-time implementation.

In addition to building plans to support safety, Bus.com places a high priority on business continuity. Emergency response plans will include SLAs to promote un-interrupted service, proactive resolution of issues prior to customer-impact and financial compensation where delays impact customer's ability to board.

Bus.com will adapt company plans to the unique requirements of the shuttle passengers, and submit that plan for review post-contract.

Shuttle Vehicle Operator Training

Let's begin with the training phase, each driver, dispatcher, and customer service representative will undergo detailed training designed to ensure the customer's experience exceeds their expectations. Training is a continuous and ongoing event which allows our staff to keep a fresh perspective while delivering excellence to our clients. The driver training is significantly more detailed with DOT regulations, equipment safety, operation protocol, customer service skills and security requirements as well as route knowledge and client needs. Their training is delivered in three ways, behind the wheel, classroom style and e-learning. By having a dual method of training, we can see in real time areas of improvement and can act on them to change the behavior before an incident could occur. The classroom delivery allows us to keep our drivers and safety team up to date on the latest DOT regulations, newest safety protocols, PPE (Personal Protective Equipment) protocols, as well as updates and changes to local and county requirements.

Bus.com ensures that operators adhere to ADA requirements outlined by the Federal Transit Administration for Fixed Route Service providers (DOT Regulations 49 CFR 27, 37, 38 & 39), including wheelchair-lift operations, priority seating and securement area and passenger boarding considerations.

The customer service training will also include working knowledge of dispatch, routes, timetables and how to address client concerns, and de-escalate situations while maintaining their professional demeanor. Our dispatch training, both e-learning and in-person, will include all the systems used to keep the timetables running at peak optimum, as well as customer service soft skills. Cross training of office staff creates an understanding that only comes from walking in another's shoes. It also allows us to create a cohesive team that works together and relies on each other for success each day.

Customer Service Guidelines

Attitude

- Greet all customers in a friendly and professional manner.
- Always display a positive attitude toward passengers and fellow employees.

- Project a pleasant, friendly, and attentive demeanor and do not cross your arms to maintain an open, friendly posture always.
- Remain calm when encountering an upset customer, try to calm the customer, listen carefully, and show empathy with the customer's problem.
- Be capable of communicating clearly in English when in contact with customers.
- Refrain from using foul, profane, or inappropriate language always.
- Use proper and courteous vocabulary and tone of voice with customers. For example, use words such as "please", "yes", "hello" and "thank you".
- Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.
- Make every effort to satisfy customers' needs, even when those needs are outside your specific job scope.
- Address customers proactively - be friendly and approachable - anticipate customer's needs. Customers and passengers should not have to initiate contact.

Appearance

- Be well groomed, clean, and present a professional appearance.
- Wear only appropriate accessories, as determined by the employer, while on duty.
- Always wear name tags and official identification.
- Wear clean, neat, and pressed Uniforms while on duty.
- When speaking to customers, unless medically required, remove glasses to facilitate eye contact.

Knowledge

- Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- Convey accurate information using clear and understandable terms.
- When speaking with a dissatisfied customer, obtain the facts, state any applicable policy clearly and politely, and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to the immediate supervisor.
- Know where and how to obtain assistance to resolve customer questions or problems if language barriers arise.
- Know where and how to obtain assistance to respond to medical operation emergencies.

4. Vehicles



Bus.com is proposing a fleet of two (2) 22-31 passenger capacity mini-buses. All of our vehicles are less than 4 years old and in great condition. They comply with the Americans Disabilities Act and will be equipped with a hydraulic wheelchair lift or a ramp. All shuttle vehicles for the service comply with all local, state, and federal requirements provided by law and the Florida Administrative Code 14-90.

Vehicles amenities include:

- Upgraded interior
- Fuel Monitoring
- PA system
- Reclining seats
- GPS
- Backup camera

5. Meeting Performance Standards

Data Collection, Reports, and Surveys

Bus.com and its partner subcontractors are committed to full and prompt reporting of all relevant information about operations, labor issues, performance metrics, response to complaints, service, and delivery. In partnership with the Town of Bay Harbor Islands, Bus.com will manage all services with complete transparency of its operations as well as that of its subcontractors. We will make all information available to the Town of Bay Harbor Islands as requested and work together to improve the overall transit system operation.

Bus.com's in-house data science team will aid in data collection and reporting for the contract. The General Manager will have daily meetings with the data science team to complete an accurate daily report card.

Communication with the Town of Bay Harbor Islands

We invite the Town of Bay Harbor Islands representatives to set an annual agenda of priorities and benchmarks to report and track progress in achieving those goals. This should be in the RFP as the required level of service, standards that need to be met

Bus.com will do everything in our power to facilitate successful service to you. Our reporting and quality control procedures will equip all parties with the information needed to successfully monitor this contract, celebrate our successes, and create plans for areas of improvement.

Frequent and regular communications with customers on both a formal and informal basis are fundamental to Bus.com's business philosophy. Our General Manager will institute regular operations meetings with the Town of Bay Harbor Islands staff to give updates, discuss concerns, and plan continued success. Bus.com will institute a monthly operations report, offering basic information on key metrics such as ridership, miles of service, service reliability, and passenger complaints. We fully support the Town of Bay Harbor Islands's standards of service and strive to exceed these benchmarks for key daily performance indicators. Bus.com will work with the Town of Bay Harbor Islands staff to refine all data and reporting in a format you need to meet both the Town of Bay Harbor Islands and DOT needs.

Exceeding Performance Standards

Our entire operation will revolve around adhering to the Town of Bay Harbor Islands's performance standards in the provision of your transit service. The chart below explains a few of the most common performance standards that we track and strive to meet, and our strategies to exceed them.

On-Time Performance

- Review Bus.com's and its subcontractors' benchmark KPI's and system reports
- Monitoring performed by dispatchers and management
- Standby drivers are available in case of late arrivals or call-offs.
- Driver training on efficient wheelchair tie-down procedures and other applicable topics
- Refresher training for individuals not meeting the OTP
- Disciplinary action as needed

Customer Complaints, Concerns & Commendations

- Monthly reports on # of Customer Complaints
- Report on response time for resolving issues
- Passenger surveys
- Use of technology to measure driver behaviors
- Extensive customer service training
- Respond and resolve complaints quickly

Failure to Submit a Report as Required

- Review dates of monthly submissions to see variance from due dates
- Monitoring by local management
- The General Manager reviews reports and monitors deadlines—he is accountable for timely submission.
- Automated Reporting from Dashboard.

Accidents per 100K miles

- Monitor accident reports
- Continue review of safety statistics
- Daily focus on injury prevention and reducing unsafe behavior standards
- Monthly Safety meetings
- DriveCam Technology to monitor driver behavior and coach to correct unsafe behaviors
- Safety Committee
- Annual and as needed refresher training for safe operation practices
- Daily focus on injury prevention and reducing unsafe behaviors.

Missed Trips

- Review Dashboard Daily Dispatch
- Review system reports
- Management supervision of AVL
- Re-routing of available vehicles
- Checks by Dispatch
- Close monitoring of AVL to confirm vehicles schedules

Meeting Cleaning Requirements

- Driver observations
- Manager observations
- Customer Complaints
- Observations from the Town of Bay Harbor Islands and others
- Ensure all personnel understand cleanliness standards
- Follow cleaning schedule
- Ensure unexpected events necessitating additional cleaning are handled ASAP
- Appropriate staffing to ensure we have the personnel to prioritize cleaning of vehicles and facility

Driver & Service Availability

- Ensure proper staffing of routes
- Proper training of dispatchers to maximize schedules efficiency

6. Startup Plan

Bus.com will follow an implementation plan detailed below to meet the Town of Bay Harbor Islands's expected contract start date for both the Modified Shuttle Service and the On-Demand Service. Week 1 of implementing our plan will be from the expected Issue Notice of Contract date.

Simple Implementation Plan

We have a proven and agile process for planning and rolling out our programs, which helps us to be efficient, to forecast needs, time phases, and tasks, to adapt the design to local conditions, and to scale smartly. This reduces time to deployment and the delays caused by missing items or mistimed tasks. Our team combines transportation, business, legal, and economic development experience with the local knowledge of our operations to plan an effective and replicable pilot. During this phase, our regional team along with our executive team will be involved.

A typical timeline is available below:

Phase 1- Planning and Preparing

During this phase, Bus.com will work with the Town on a plan of action and contract, defining the scope of services and determining key metrics. We will also finalize subcontracting agreements with our partners Florida Tours and Circuit.

Bus.com will complete the following as part of its key activities:

1. Hire and train a local team
2. Acquire and set up vehicles and facilities
3. Create and test new app locations for the On-Demand service
4. Ensure bus wrapping contains the Town of Bay Harbor Islands Logo and signage
5. Prepare marketing plans

Bus.com will work with the Town of Bay Harbor Islands to determine an appropriate kickoff date.

Phase 2 - Project Kickoff

Bus.com will kick off the service on the designated launch date and execute its marketing plan announcing the launch of the new pilot. Bus.com will conduct ride alongs and on-job training with new staff to ensure effectiveness and efficiency of service.

Phase 3 - Operations, Monitoring, Reporting, and Adjusting

Bus.com will kick off both services on the designated launch date in coordination with the Town and market to its team's existing South Florida riders about the new service. During this time, Bus.com will monitor key metrics and feedback, conduct rider surveys, communicate with and submit regular reports to the Town project team, and make any adjustments to the service as needed/requested.

Our collective team will also implement ongoing marketing strategy, engage in ongoing community outreach, sell and execute advertising campaigns (if desired), and make any adjustments to the service as needed/requested. Circuit can also work with the Bus.com team and Town on any plans for service extension or expansion, including identifying and applying for grants.

Key benefits of Bus.com:

- **Flexible:** Bus.com brings an integrated solution to transit agencies by leveraging its long-term technology and bus operator partnerships. This allows Bus.com to be extremely flexible in meeting transit agencies" needs, ranging from on-demand transportation to emergency services when it comes to transportation.
- **Scalable:** Our bus operator network includes over 3500 bus companies in North America. Our operator network in the State of Florida allows us to scale transportation services by pooling 2-3 operators per contract if necessary. If additional vehicles or drivers are needed during the span of the contract, Bus.com will be able to quickly meet the requirements.
- **Customer-centric**: Our dedicated team at Bus.com provides 24/7 customer service for all of our clients. If a passenger loses a valuable item, they can call a toll-free number to easily reach a Bus.com representative to receive 24/7 support. We have an average Net Promoter Score of 65 (compared to the industry average of 8) for the services provided to customers.

Bus.com partnership with Circuit

Bus.com and **Circuit Transit** have formed a strategic partnership over the past year for a streamlined turnkey service combining expertise in fixed-route, on-demand, and event transportation technology, planning, operations, and fleet electrification. Bus.com is hyper-focused on managing large-scale fixed route operations, with international scale and experience. Circuit is hyper-focused on delivering best-in-class, attractive on-demand transportation in electric vehicles throughout the United States, with specific, local experience in South Florida. Leveraging their international and national scale with local knowledge and expertise, this partnership has the dual benefits of flexibility for a custom local solution and the convenience of a streamlined customer experience.

We believe our combined program will offer the best and most cost-efficient local solution for the residents and guests of the Town of Bay Harbor Islands.

Circuit's On-Demand Service Operation

1. Operating Plan

Circuit will operate and maintain on-demand service in the Surf-Bal-Bay On-Demand Transit Service Area and coordinate with the Bus.com team. We would propose using two (2) new Polaris GEM e6 vehicles and one (1) new Polaris GEM e6 ADA vehicle to be used for on-demand service, with the bonus third vehicle at a reduced cost to the Town. Pricing is given for 2 vehicles, with the third vehicle in a separate line item. These vehicles are low speed vehicles with 6 passenger seats, including the driver, and meet the requirements of the Town. Alternately, electric sedans can be substituted for the two Polaris GEM e6 vehicles at similar cost.

Circuit's growth is largely due to its successful operations and satisfied customers. From technology, management, training, and operations, Circuit's full suite of services are best in class and offer the highest levels of quality for this type of service. Circuit maintains rigorous quality controls across all of its operations. Along with a dedicated, responsive, and local staff, Circuit's national team is readily available to handle technology improvements, vehicle enhancements, customer service, impact measurement, and grant writing. The dedicated team and quality of service is what sets Circuit apart from other operators and will offer the highest level of service for the Town of Bay Harbor Islands.

As noted in the Subcontractor section, Circuit is an award-winning service offering best-in-class on-demand shuttle services using all-electric vehicles. We have successful nearby service contracts with cities similar to the services requested in this RFP. As a result of the success with the City of Hollywood FL, Circuit recently won a competitive RFP in the City of Pompano Beach, where it was proposed alongside similar competitors. The Pompano Beach service is now one of the most successful microtransit / last-mile shuttle services in the country, specifically based on recent cost-per-rider metrics trending around $2.76. Our successful programs across South Florida (more examples in Appendix D: On-Demand Case Studies) have led to our current partnership with Brightline for first/last mile service around their train stations. Further information about the success of these services are provided in Attachments.

2. Electric Vehicles

Since 2011, Circuit has operated a fleet of over 160+ Polaris GEM e6 vehicles, which accommodate 5 passengers and 1 driver. We currently have 125+ in service in the United States as a whole. The Polaris GEM vehicle is a 100% electric Neighborhood Electric Vehicle (NEV) with a maximum speed of 25mph. Circuit's GEM vehicles include top-of-the-line lithium-Ion 12.4 kWh batteries with a range of 60-70 miles per charge.

Circuit's South Florida and National management teams are extremely familiar with the Town of Bay Harbor Islands and the corresponding service area. Our Southeast Regional Manager is a South Florida resident and has extensive knowledge of Bay Harbor Islands - previously living in Sunny Isles Beach and owning and operating a parking company in the area. We can implement local hiring preferences for this service, as we have done in other markets, and will prioritize local knowledge of the area and a local community and tourist destination. In our City-funded services we always work with the City Job Placement/ Business and Workforce teams to recruit and hire locally before posting on broader job platforms.

While Circuit's service is vehicle agnostic, having worked with and willing to work with other types of vehicles, we have found that the GEM vehicle provides many benefits over a more traditional, larger capacity vehicle especially amid the COVID-19 pandemic.

With the GEM's unusual layout of three rows of two seats, every passenger has their door and window allowing for greater ventilation as well as fewer high-touch points. The smaller nature of the vehicle also allows for a more frequent, vigorous cleaning schedule to be performed throughout the day. The GEM vehicle also can remove all doors to provide a greater open-air experience, while also providing the ability to apply doors when needed. We can offer options with and without air conditioning.

Given our nearby operations, specifically in Hollywood, Fort Lauderdale, Pompano Beach, and West Palm Beach, and South Florida in general, we are readily able to supply additional GEM electric vehicles on short notice on an as-needed basis. If needed, a new vehicle can typically be brought to the market to temporarily replace a vehicle out for service, or events, within 2 hours.





For similar pricing to a Polaris GEM vehicle, we can alternately provide an all-electric sedan option such as the models available below, which all come with standard air conditioning.

Hyundai IONIQ Electric[3] - 100% electric, Driver + 4 passengers, 170 mile range



Hyundai Kona[4] - 100% electric, Driver + 4 passengers



Nissan Leaf[5] - 100% electric, Driver + 4 passengers

[3] https://www.hyundaiusa.com/us/en/vehicles/ioniq-electric
[4] https://www.hyundaiusa.com/us/en/vehicles/kona-electric
[5] https://www.nissanusa.com/vehicles/electric-cars/leaf.html



Tesla Model 3[6] - 100% electric, Driver + 4 passengers



3. Staffing Plan

The hiring and training systems we have in place will help the Town achieve its safety and performance goals with regards to this project while also ensuring a high-quality customer experience, which encourages further ridership and exploration of the community. All drivers will be paid as hourly W-2 employees with benefit options and professional development opportunities. We can institute local hiring preferences and work with local job resource centers if desired by the Town. All drivers will have appropriate Florida drivers licenses required by federal, state, and local regulations for the vehicle size and type of service.

The process includes hiring, background checks (including driving and criminal if necessary), drug tests, alcohol screenings, training, continued training, and performance evaluations. Circuit looks for specific driver qualities that ensure safety, professionalism, a focus on customer service, and knowledge of the Town as a community and visitor destination.

Circuit has a training program in place for new operational staff that covers the safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service. Circuit has a corporate operations team that develops and maintains operational policies and procedures. They

[6] https://www.tesla.com/model3

hire and train new managers and coordinate hiring and training for new drivers. Drivers receive initial in-person training, are observed on ride alongs, receive ongoing on-the-job training, and are updated on any new operational policies or procedures. Training is conducted by local managers and supervisors. All drivers will wear identification tags with their first names, as required by this RFP.

4. Technology

We propose an app-based request system, including a geo-fenced service area with door-to-door on-demand service, plus the option for street hail ride pickups. Our user-friendly mobile app, available on iPhone and Android devices in English and Spanish, provides a convenient way for riders to request a ride, see information about the service, and track their rides in real-time.

Circuit has developed, owns, and maintains a proprietary, custom mobile application available as a free application for iOS and Android phones where rides can be requested. The app is designed specifically for running and managing these types of electric, short distance, W2 driver services, and is available in English and Spanish. Our user app is complemented by our driver-facing app and management dashboard - a technology suite that we built specifically for our electric on-demand shuttle operations. Circuit owns the app, all of the data, and can provide robust data reports, often limited by firms using white-labeled solutions. This further allows the team to make customized adjustments as needed by the Town. Circuit will also provide a Dashboard for the Town to view data metrics as specified in this RFP. **Circuit is able to integrate its app with the Town, Miami Dade, and Google transit applications via application programming interface (API)**, as described in this RFP, and is happy to discuss options with the Town for a seamless customer experience.

When the user opens the app, they will be automatically placed in the Surf-Bal-Bay On-Demand Transit Service Area location based on their current location. From there, the user will be able to set the current location as a pickup point, type in a location or address, or simply place a pin where they want to be picked up, then repeat for drop off which all go through Google Maps API to ensure the best possible mapping and routing. After pickup and drop-off fields are input, the user selects # of riders, and hits “request.” The request goes through the system and routes to the most efficient driver based on all other current requests and rides, and provides the user with an ETA

once matched, the driver's name, and the driver's real-time location on their app where they can follow along as the vehicle moves towards their pickup location.

Each of our drivers is provided a company iPhone to see ride requests, safely communicate with management and riders, and optimize routes. Our operations and technology teams work closely together to test new features and updates and fix any issues that arise.

Our random ride feature enables drivers to track non-app-based requests through the driver app, which automatically logs the ride's start and end location and timestamp. Along with wave-down requests, we can also set up phone-in, text-ahead and smart kiosk options. These can make the service available to those without access to a smartphone or data plan, international visitors, and the unbanked. Circuit will work with Bus.com Dispatchers to accommodate call-in requests.

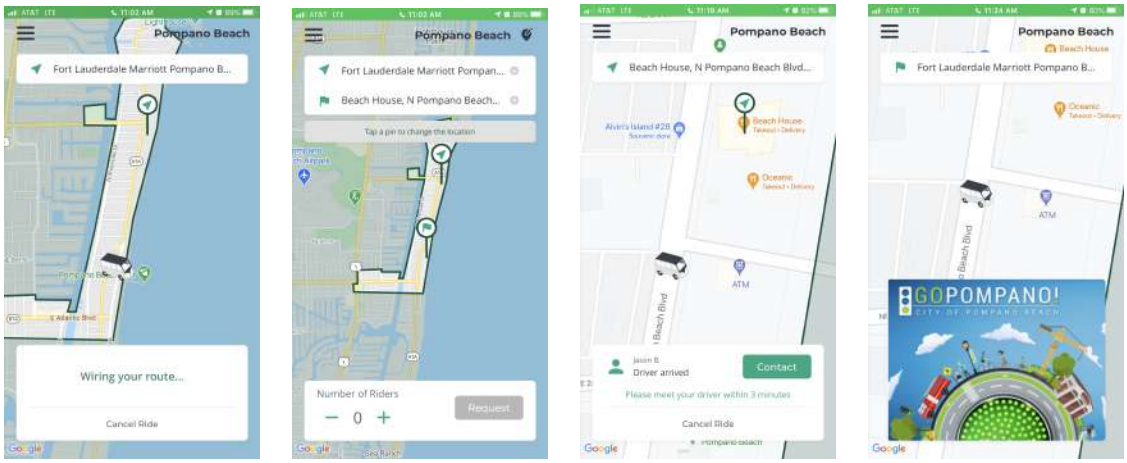
Additional efficiency can be gained through our pooling algorithm technology, which combines riders traveling in similar directions according to adjustable parameters. In similar markets in South Florida, we have seen between 24-26% of rides pooled. This enables us to serve more riders in less time with the same number of vehicles. Using the proprietary advanced pooling technology, Circuit has seen its efficiency increase by over 35%, measured against its own programs and other similar programs operated by other vendors in the area.

Our technology team can also handle ad-hoc requests to adjust service territory and include rider messaging, during events or emergencies, for example.

Circuit can provide fare collection as determined by the Town. The app allows for designating a service area as a fare-free service with no payment information required. Circuit can also turn on fare collection for a service area and could coordinate with the Town for if/when the Town wants to turn it on and what the fare structure and any discounts might be. Fare service can be turned on, if desired by the Town, at no additional cost.

This is completely adjustable and Circuit will work with local stakeholders to understand all needs and can adjust service based on that feedback and Town input.

Website: www.ridecircuit.com
Apple: https://apps.apple.com/us/app/ride-circuit/id988052033
Android: https://play.google.com/store/apps/details?id=com.thefreeride.rider



Screenshots from the app in Pompano Beach, including coverage area, vehicle tracking and wait times, and local messaging example

Using our technology suite, we can provide anonymized data reporting as needed by the Town about performance. Circuit's app is proprietary and designed specifically to operate electric microtransit shuttle operations. This gives the team much greater access and ownership of the data than one would find using a white-labeled solution. The data that we can gather through our mobile app via rider information and surveys, include, but are not limited to:

App Data

- Demographics
- Average trip duration
- Average wait time
- Trip start and end hotspots
- Cancellations - including duration of time between request & cancellation
- Trip length - min, max, avg
- % of trips starting and ending in close proximity to transit
- Usage by the time of day, day of week
- Repeat usage

Survey Data

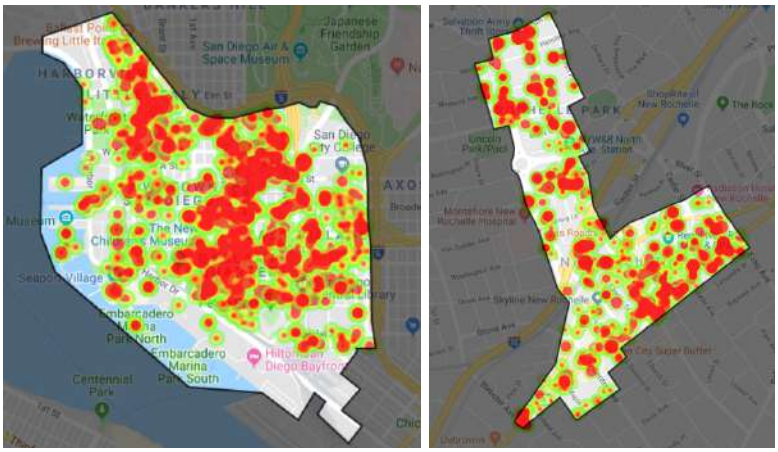
- Trip purpose
- Mode shifts

Circuit can gather and report anonymized data metrics as specified in this RFP and will coordinate with Bus.com for regular reporting to the Town.

Along with its rider app, Circuit has a driver app and proprietary dashboard to manage drivers and generate reports. Managers, Supervisors, and Dispatchers can use this platform to monitor operations using real-time tracking.

Circuit can work with the Town for any desired technology integrations, including API to interface with Town transit applications, Miami-Dade Transit Application, and Google Maps, and can provide any necessary performance and data and maintenance reporting, including visualized insights.

Along with data generated through the app, we can survey riders to collect quantitative information about intention and use cases that may not be visible within the app data. We have a standard survey questionnaire template we use throughout our markets, but we can adjust local surveys in partnership with the Town to include any further questions. We can share anonymized survey results with the Town as well as in-app and other feedback we receive from users.

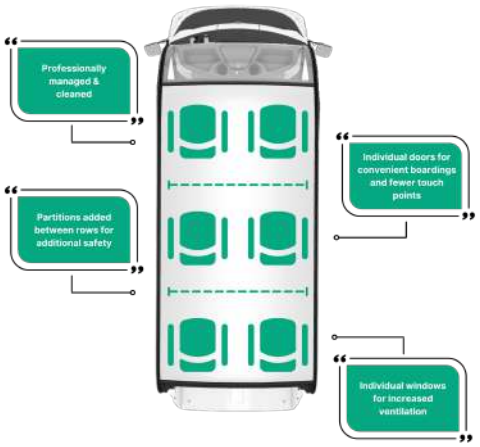


Heat maps for San Diego CA (left) and New Rochelle NY (right), 2019.

5. Safety Plan

COVID 19

There has since been increased attention to the on-demand service Circuit offers as ridership for mass transit and rideshare services with independent contractors has dwindled. There is increased demand for smaller, lower capacity transit services with open-air vehicles that are easier to perform regular sanitizing between riders and options to keep groups separated.



Circuit has incorporated advanced cleaning and safety measures in line with best practices under the current pandemic crisis, including additional training for drivers and operational staff. These measures have included regular cleaning of vehicles, masks requirements in line with local public transit rules, turning off the app pooling feature, reducing vehicle passenger capacity, and fitting and adding physical plastic partitions between passenger seating rows and between passengers and the driver. We have incorporated in-app and email/social media messaging to notify passengers of changes. Our operations team has piloted advanced cleaning through ultraviolet technology in partnership with UVC technology startup Dimer.[7]

We have worked closely with our City Partners to coordinate any service changes and have implemented advanced safety measures. We added rider messaging to remind riders of requirements to use the service and note local service changes, such as reducing capacity to 2 riders per vehicle and requiring masks. We have also adjusted to help deliver food in partnership with food banks, restaurants, and grocery stores and also to transport visiting nurses between their hotel and hospital.

We have also implemented rigorous safety measures to keep our drivers and the community safe. In Hollywood, we instituted mandatory COVID-19 testing for drivers as well as temperature checks with an infrared thermometer prior to each shift.

We have closely coordinated our efforts with our City partners. Rider feedback during this time has shown that our operations continue to be a safe and trusted resource:

[7] https://www.ridecircuit.com/circuit-and-dimer

"*Driver is very friendly and knowledgeable! Great service, glad it is here to help us health care workers right now!*" -- **New Rochelle NY Rider**

"*CLEAN, safe ride with friendly driver!*" -- **Hollywood FL Rider**

"*We appreciate your service during this time. Thank you!*" -- **San Diego CA Rider**

"Thank you and Hollywood for making it possible for our vulnerable Seniors to remain safe and healthy" -- **Memorial Senior and Family Services**





Circuit's South Florida team working with Feeding South Florida and local area Food Banks to distribute groceries to the elderly and the high-risk population during peak Covid lockdowns.

COVID Mutual Aid

In response to the COVID-19 outbreak, Circuit has adapted to provide mutual aid to the Hollywood FL community. Beginning in April 2020, Circuit partnered with Feeding South Florida, who have been supplying to local food banks. The three food banks involved are Liberia Economic and Social Development Inc., Community Enhancement Collaboration, and Cruciform Church. These organizations assemble boxes of donated food to be distributed and our drivers pick up the boxes and deliver them directly to the homes of the most vulnerable who don't have access to transportation. The Hollywood drivers have made 1,092 deliveries to those in the community who are at risk.

Additionally, Circuit has been helping to move essential workers in San Diego and has volunteered its services to help shuttle visiting healthcare workers in New Rochelle, NY, an area severely impacted by the pandemic. 511 NY Rideshare called the program "Heroes Helping Heroes". [6]

Safety Record

Bus.com has had no safety violations and no assessments or citations issued. Bus.com's safety record is attached below.

MEKHAEL
INSURANCE | FINANCIAL SERVICES

999, de Maisonneuve West, Suite 715
Montreal (Québec) H3A 3L4
T: 514.360.8800 F: 514.360.8811

September 3rd, 2021

Subject: **bus.com – No claim experience**

To whom it may concern:

This letter is to certify that, since July 17th, 2015 (first policy issuance), there have been no claims. The policies managed by our firm are:

- Commercial General Liability
- Directors & Officers/ Errors & Omissions
- Commercial Umbrella
- Commercial Property
- License Bond
- Cyber Risk

This letter has been given upon request with no liability what so ever.

Kind regards,

Joseph Mekhael, CFA
Mekhael Insurance

Subcontractors FloridaTours.com and Circuit have had no safety violations and no assessments or citations issued. Circuit is not currently required to keep FDOT records but does maintain its own records of fleet maintenance and safety within its fleet management software.

Branding & Marketing

Vehicles will all have branding to make them easily identifiable, including decals on the front and rear windshields as well as full vehicle wraps. In other markets, we have co-developed distinctive self-branded exterior wraps with our municipal partners.





Pompano Beach Mayor Rex Hardin at a launch event in April 2021 with City branded vehicles (L). Circuit electric on-demand shuttle at launch of Brightline+ program in 2021 (R).





Circuit's team in all-weather GEM vehicles, shuttling visiting nurses in New Rochelle (R) and making local deliveries for the Florida Food Bank in Hollywood, FL (L).

We ensure that vehicles are easily identifiable and recognizable to riders as part of the service, including through window decals, top panels, and on the rear trunk. Drivers also wear uniforms and have company badges.

Service Marketing

Circuit's experienced in-house marketing team has developed numerous marketing initiatives to drive ridership, public engagement, and publicity for the service. Circuit will work with the Town to coordinate a consistent message and ensure promotional materials meet Town requirements and expectations. We are happy to work with the Town for any unique branding for the service, including inclusion of the Town's logos on promotional and marketing materials.

We will develop a local marketing strategy to raise awareness of the Town program & partnership using local press, social media, driver/ambassador marketing, digital retargeting and printed assets. We want to intrigue the community, press/media, and potential advertisers. For our past service launches, we have organized a launch event and ribbon cutting. We are happy to do the same while keeping in mind any local requirements and precautions related to COVID 19. Circuit also has a local mailing list in this area that exceeds 10,000 email recipients that we can use to market the service to.

Once launched, the Circuit vehicles / experience will serve as a platform to help generate social media content and help gain recognition from local news outlets for the innovative partnership benefiting the community, and environment.

We measure our marketing success based on a number of factors including content engagement, key actions (shares, website visits, app downloads, ride requests thru app, call or kiosk), business drop-offs, ridership, repeat ridership, and geographic ridership patterns.

Circuit has experience marketing to residents as well as employees and guests in South Florida, including Miami, Hollywood and Fort Lauderdale. We run professional campaigns that generate buzz and have found great success in these as well as local outreach efforts. Our service is fun and easy to use, and riders love it and love to share it - generating strong demand, among residents in particular. Before the launch, Circuit will pitch community-driven stories tied to first/last mile commuting, affordable public transit, and sustainable living to: employers, organizations, residents and local publications. We will geo-target residents who live in Circuit's Bay Harbor Islands coverage areas to get a general buzz going. We will also reach out to Circuit's existing riders. Circuit will continue media outreach and social media ads throughout the initial launch of the campaign to continue momentum and drive wide-spread awareness. Circuit will continue to post about the Town service on social media and email. The marketing team will supply

the local operating team with printed marketing materials and digital assets to conduct local outreach and educate residents about how to request a ride.

We also have experience working with local stakeholders including businesses, nonprofits, chambers of commerce, business improvement districts, and other local organizations to design a service that maximizes local benefit. We have also helped with local events in the past, to mitigate local congestion. According to APTA, $1 invested in transportation leads to a $4 return.

Optional Third Party Advertising

While we understand that the Town does not want to consider advertising at this time, Circuit's team is able to add a third party advertising component if desired in the future. Based on Circuit's experience in nearby markets and strength of advertising sales, we are willing to guarantee $20,000 in minimum advertising revenue share annually to the Town.

Circuit's experienced ad sales team has managed professional campaigns for national and local brands and has received significant interest in advertising in the area. Circuit would make sure any campaigns follow Town guidelines, and can submit campaigns for Town approval. Further information is available in Appendix E: Optional Third Party Advertising.

Closing Statement

bus.com

The best mobility solution partner

Thank you for the opportunity to present our proposal. We are impressed with the vision demonstrated by the Town of Bay Harbor Islands in issuing this innovative request-for-proposal. We are very excited to develop this partnership with the Town to create the ultimate rider experience. Our proposed solution will make the Modified Shuttle and On-Demand Transit services the most convenient option: time-saving, friction-less, and stress-free for the riders.

Throughout all our partnerships, we demonstrate flexibility and value long term relationships. We recognize that in every complex project there can be problems, and we work diligently to find solutions together with our partners. In this partnership we will work collaboratively with the Town of Bay Harbor Islands to continuously improve the service and financial performance including as new technologies emerge and electric autonomous vehicles are introduced.

Your transportation operation has a tremendous importance to us and accordingly will deploy all necessary resources focused on making this a massive success. We look forward to executing the Modified Shuttle and On-Demand Transit Services contract with the Town of Bay Harbor Islands. Together we are uniquely positioned to generate excitement and a positive experience for this service.

We are confident that we will be your best mobility solution partner!

Sincerely,

Justin Park

Appendix A: Bus.com Complaint Resolution Process

Complaint Resolution Process	
Director of Customer Service	The Director of Customer Service's role in complaint resolution is twofold. First, this person is responsible for the timely resolution of all complaints and serves as a liaison between our operations and the community. Second, they serve as a customer advocate during the process.
Initial Investigation	The General Manager reviews pertinent data, then interviews dispatchers, road supervisors, the vehicle operator, maintenance technicians, or other staff, as needed. Information is recorded and the root cause(s) of the complaint is determined.
Complainant Meeting	If necessary or requested, the General Manager arranges a meeting with the complainant to review all pertinent information. Results of the meeting are documented and a resolution is agreed upon at this time.
Additional Investigation	Based on the complainant meeting or facts that emerge from witness statements, the Director of Customer Service may initiate additional fact-finding efforts to resolve the complaint. Vehicle maintenance records and the operator's personnel file are reviewed and all information is used in developing a resolution.
Exploration of Remedy	If a passenger complaint is the result of a preventable action on the part of an employee, the Director of Safety and Training is responsible for the appropriate re- training or disciplinary action. The complainant and LAWA staff are made aware of any remedies put into effect.
Discussion in Weekly Staff Meeting	The Director of Customer Service reviews the proposed resolution with all appropriate Bus.com staff to ensure compliance with all service policies and procedures.
Resolution	Resolution occurs when it has been determined that the cause of the problem is understood, the appropriate employees have taken action to prevent the problem from recurring, and the passenger is satisfied that the complaint is resolved. The General Manager receives documentation regarding the final resolution through the automated system and is fully informed.

Re-training	If a complaint is determined to be the result of a preventable action on the part of an employee, the appropriate re-training takes place. Concerns involving route operations are addressed and documented by our Road Supervisors. Concerns involving safety are addressed and documented by our Safety Department. Concerns relating to vehicle maintenance are addressed and documented by our Maintenance Manager. In every instance, we attempt to make re-training a positive and productive experience for the employee. This creates a learning environment and ultimately increases the level of satisfactory employee performance in the future.
Evaluation	Complaints are reviewed, resolutions are discussed, and possible trends are evaluated at regular staff meetings. This helps us avoid the development of systemic problems in the future, and ensures that successful solutions adhere to Contractor and LAWA Policies and Procedures.

Appendix B: Maintenance Procedures

1. Modified Shuttle Service Vehicles

Primary vehicles for the shuttle service will be stored and cleaned at the designated facility to meet the daily cleaning standards.

Servicing procedures include:

- Internal vehicle debris sweep
- Floor mopping
- Interior window cleaning
- All contact points are wiped down and sprayed with disinfectant at regular intervals to ensure employee and customer safety.

Each vehicle will receive an inspection every thirty days on the following items with all the necessary repairs performed either at the time of the inspection or scheduled as soon as practical:

a) brakes and tires
b) chassis lubrication
c) HVAC
d) ADA equipment
e) Fluid and filter changes - Gasoline vehicle
f) Passenger interior/seating areas
g) 45 day or 3,000-mile inspection to meet CHP requirements
h) DOT inspection – annually
i) Exterior repair as needed

Each driver will perform pre-trip and post-trip inspections before and after each shift and fill out a driver vehicle inspection report (DVIR). The driver will note any vehicle issues and a copy of the DVIR will be given to Bus.com's maintenance team. All issues will be reviewed and addressed before the bus goes into the shuttle service. As part of the pre-trip inspection, the driver will review the ADA functionality to ensure it is in working order and that the vehicle has the material to secure the wheelchair appropriately.

As part of the company's training procedures, drivers are trained on how to conduct the DVIR inspection, based on Bus.com's vehicle safety standards. These will be treated with the utmost

importance and compliance will be strictly enforced by the management staff. Management is encouraged to perform quality control checks of all work performed daily. DVIR reports will be retained by Bus.com for no less than three months from the date of the inspection.

In the event of an in-service breakdown, the driver will notify the on-duty dispatcher of the issue and coordinate any necessary inspections. Should the issue escalate, a replacement vehicle will be dispatched immediately and a Bus.com service truck and mechanic dispatched to recover the vehicle.

The preventive maintenance program is based on a 3,000 · mile interval cycle, with safety inspections (A-level) occurring at 48,000 miles. Preventive maintenance inspections are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance vendor works with· operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet during peak hours.

A level inspection / the mileage interval is every 3,000 miles

- Vehicle interior and exterior inspection (lights, ADA equipment, safety equipment, etc.)
- Air brake testing
- Wheelchair door and lift operation / cycling
- Road test (engine, transmission, brake, steering)
- Undercarriage inspection ·brake lines, filters, air lines, drive shaft, etc.)
- Engine compartment fluid and leak inspection
- Clean / check battery and clean / check battery cables
- Fire suppression system inspection

B level inspection / the mileage interval is every 6,000 miles

- All elements in the A level inspection plus:
- Oil and filter change
- HVAC Freon level, filter change, function, test

C level inspection / the mileage interval is every 24,000 miles

- All elements in the A and B level inspections plus:
- Fire suppression inspections
- Inspection of fire wires and blow out lines semiannual

D level inspection / the mileage interval is every 48,000 miles

- All elements in the A, B, and C level inspections plus:
- Transmission service

- Air dryer rebuild
- Differential fluid change.
- HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition

2. On-Demand Transit Service: Electric Vehicle Maintenance

Circuit will acquire 2 new Polaris GEM e6 vehicles with 6 seats (driver plus 5 passengers) and 1 new Polaris GEM e6 ADA vehicle with wheelchair ramp and secure tie downs along with 4 passenger seats (driver plus 3 passengers and 1 ADA position). These will all be model year 2019 or newer.

Circuit has GEM certified technicians and mechanics on staff that maintain and perform preventative maintenance and warranty work on the vehicles. Our maintenance hub in South Florida will be able to quickly respond to needs in the Town of Bay Harbor Islands, and also adapt vehicles for the market. Extra vehicles are also available in surrounding markets if needed for events or times of irregular demand or to temporarily replace a vehicle that is inoperable and may be out of service for an extended time. Vehicles are regularly maintained using rigorous checklists.

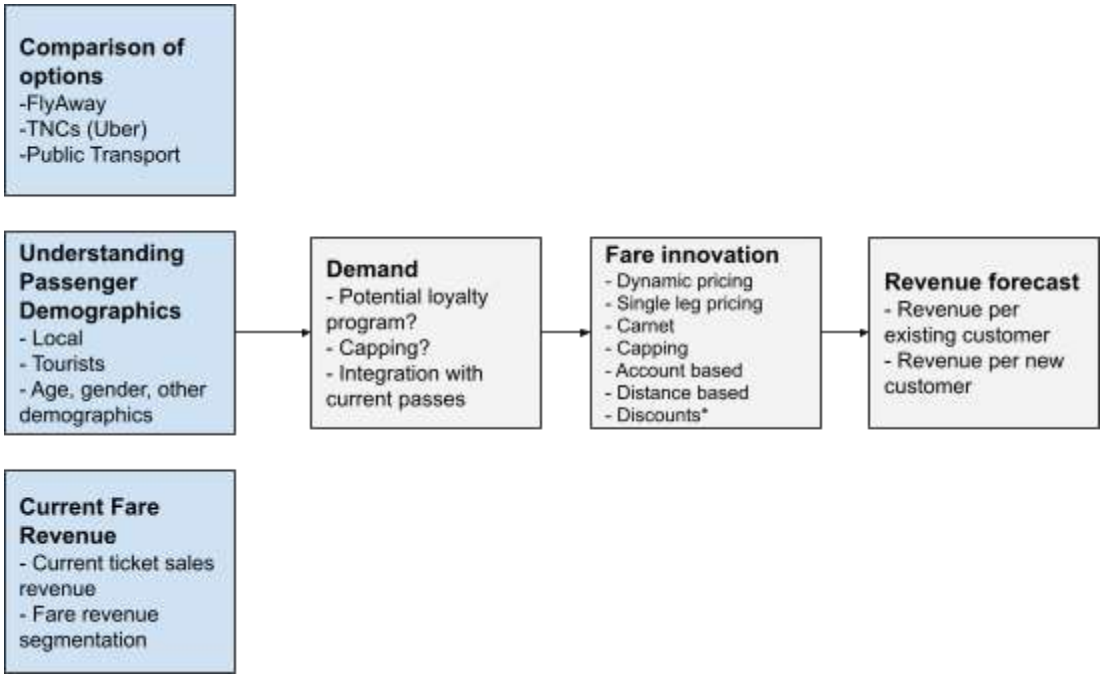
Circuit uses Fleetio fleet tracking software to perform daily vehicle inspection reports, track vehicle condition and maintenance schedule. Additionally, data is shared about the cars' performance in order to forecast future maintenance needs. As it does with ridership, Circuit takes a proactive approach to planning future needs. Circuit will ensure its maintenance program meets the needs of the preventative maintenance program as specified in this RFP. We are able to provide maintenance reports on a regular or as needed basis, if the Town desires.

Appendix C: Fare Collection and Equipment

1. Fare Structure Analysis and Recommendation

Bus.com has experience navigating complex program requirements and delivering a seamless and optimized solution. Most recently, Bus.com implemented a tri-county solution for a transit agency in North Carolina, where we were tasked with launching the State's first microtransit program. Moreover, we have experience partnering with industry mobility experts such as Moovit, Uber, and Teneo to achieve successful program development and fare structure innovation.

Bus.com's team of mobility planning experts is ready to offer our expertise in fare analysis & fare structure recommendation, and work collaboratively with the Town of Bay Harbor Islands. A sample approach is shown below.



2. Fare Collection Methods

Bus.com offers a wide range of fare media options and ticketing capabilities in the platform, which can be tailored to the requirements of individual deployments. Where possible these subscribe to a Bring Your Own Ticket philosophy that aims to reduce the cost, complexity and environmental footprint of today's transit payment solutions, moving riders into the contactless and cash free future required to ensure public health while still continuing to serve the unbanked and underbanked population. A summary of supported fare media can be seen below:



Paper Tickets at Kiosks



Ultralight Tickets



Third Party Issued ID Cards



Mobile Tickets or Tokens



Smart Cards/ Fobs



Bank Cards & Mobile Wallets

When a customer is ready to ride, they need only activate one or more tickets which are 'stamped' preventing re-use - even if the handset is offline. Once activated the ticket displays a secure time-based animation for visual validation by agency staff, and a QR/barcode for secure scanning on validators or by Revenue Inspection staff.

3. Buying Tickets from Third Party Apps

In addition to ticketing within the app, Bus.com will be able to allow the Bay Harbor passengers to buy their bus tickets in 3rd party apps such as Uber and Google Maps.

Bus.com's payment gateway partner Masabi is using the Justride Retail SDK to enable public transit ticketing in a wide range of applications today, so transit agencies or other airport authorities do not have to 'pick a winner'.

As Masabi signs up more partners, the Town of Bay Harbor Islands will be able to expose their tickets in any of them with a minimum of paperwork. Data from Uber in Denver RTD shows that

selling RTD tickets inside the Uber app has led to a significant increase in Uber journeys starting or terminating at transit stations, helping drive ridership.

4. Buy Tickets via Website

The Bus.com Web Portal offers an accessible and responsive web experience to purchase and manage mobile tickets, manage ABT tokens and history, add funds to stored value and manage rider accounts. It can be hosted alongside the main Town website as a 'micro-site', offering a visually branded experience with some customizable options. Riders can sign up for new accounts, and also (if configured in the tariff) purchase print-at-home PDF tickets.

If a more customized experience is required, there are multiple options for integrating an existing or new website into Bus.com APIs.

Example: https://tickets.metrolinktrains.com/ (includes Print At Home PDF ticketing).

5. Refunds

Refund capabilities can be configured by fare product. If desired, the Town of Bay Harbor Islands can allow passengers to self-service refunds by turning on automatic refunds in the app.

All purchases of tickets and stored value can be managed through the Customer Service module in the Hub back office, regardless of where or how a passenger made a purchase. The agency staff has complete visibility over passenger accounts regardless of whether a passenger made a purchase. Customer service actions are only made available to staff with the appropriate privileges.

Customer service staff can perform a number of actions to adjust a passenger's account. Staff can refund a specific ticket, issue a new complimentary ticket, add complimentary funds, or deduct funds from a rider's Stored Value Account. Partial refunds are also possible.

The Bulk Refunds page allows Customer Service Managers to easily carry out multiple refunds for tickets. This is particularly useful for rapid response to unexpected circumstances, for example

when compensating customers for flight cancellations. The customer service staff merely uploads a csv file of passenger account IDs and ticket purchase IDs.

6. Audits

Bus.com also conducts a monthly review reconciling all transactions generated in the system. Finally, the yearly financial statements are audited by an external firm every fiscal year to express an opinion on whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Bus.com in accordance with Canadian accounting standards for private enterprises. The audit report is then reviewed and approved by an audit committee who is designated by the board of directors. Currently, the company selected by the audit committee to audit Bus.com's financial statements is Ernest and Young LLP.

7. Optional Offering: Dynamic Pricing

Dynamic pricing (for high demand and low demand periods) payment support can be added at a later time if requested by the Town.

Appendix D: On-Demand Case Studies

Pompano Beach Data Report June 2021

With a similar service for City of Pompano Beach FL running 3 Polaris GEM e6 vehicles plus one ADA vehicle, the following metrics are compiled from metrics reported for June 2021.

# of Passengers	7,385
Net Cost per Passenger*	$2.76
Average Wait Time	06:04
Average Rider Rating	4.9 (of 5 stars)

*80-90% less than comparable systems cost

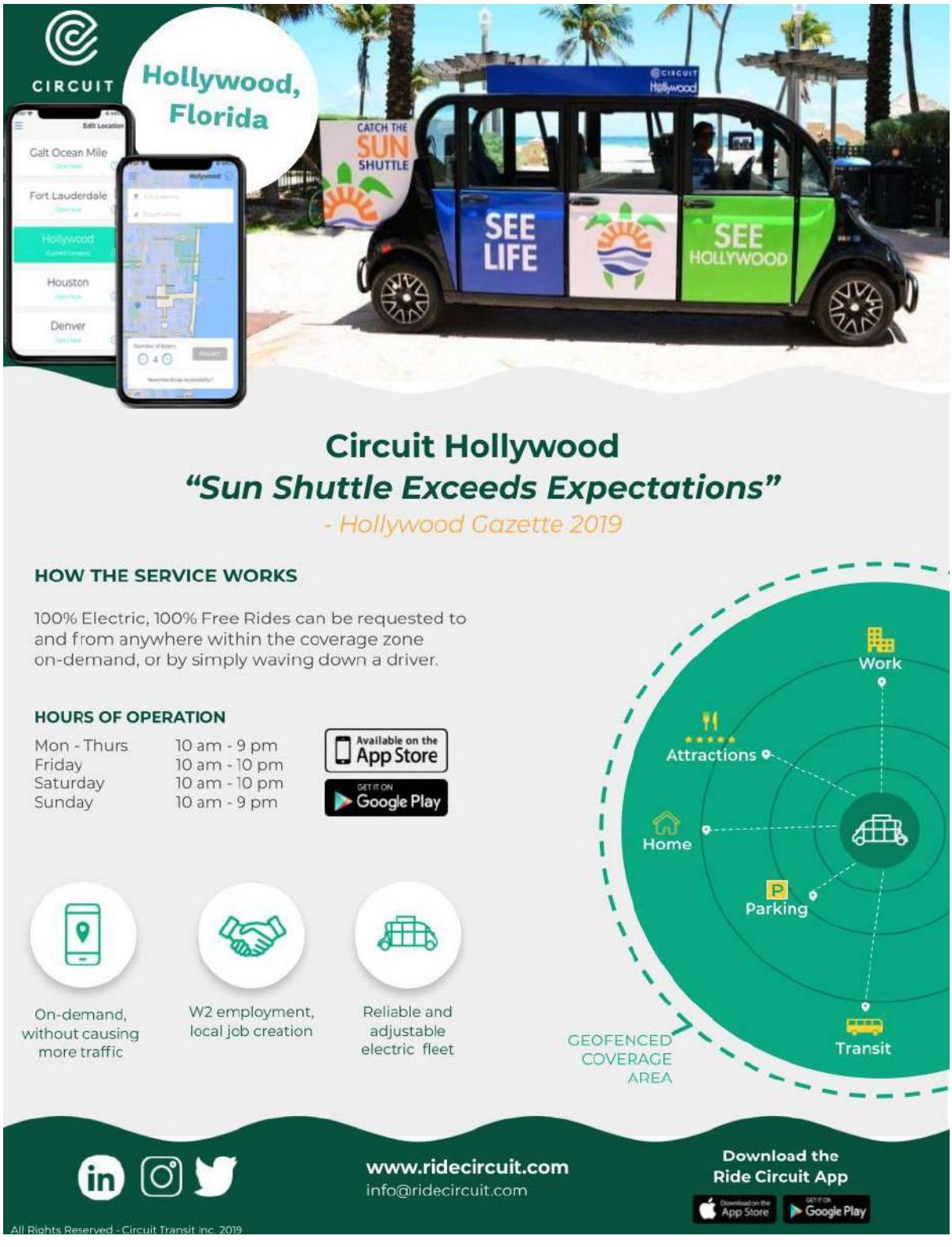
June 2021 HEADLINES:

- 16% Increase in passengers from May to June while maintaining ETA
- With increased rides/ riders per hour net cost per rider dropped from $3.18 to $2.76 (15%)

POMPANO BEACH SERVICE AREA



City of Hollywood FL - Case Study



CIRCUIT

Last Mile, People First
Hollywood, Florida

CITY OF Hollywood FLORIDA

In 2019, the City & CRA in Hollywood, FL partnered with Circuit to solve a downtown mobility problem. The solution they created solves more than that.

Current Transportation Environment

Single Occupancy Vehicle (SOV)s and the rise of rideshare services have **increased traffic, congestion and pollution** - Schaller

The "Car-Culture" dominates South Florida causing residents and visitors to push back against positive initiatives like Walkable/Complete Streets and Traditional Mass Transit.

⅓ of all Vehicle Trips in the US are under 2 miles - due in part to First/Last mile gaps around transit and parking. -US DOT

People will use **buses and trains less than before or not at all** as a result of Covid-19 - IBM



Uber & Lyft are pulling people away from mass transit - CityLab

We Need Fewer...

SOVs

Traffic Jams

GHGs

And More...

Shared Rides

Equity & Access

Efficient Cities

But Hollywood, FL is Thinking Ahead - Background

Connecting Downtown - In 2018 the City of Hollywood, FL and the CRA issued an RFP to "provide "Transportation Circulator Services." The City and CRA were seeking ways to connect the motels/hotels on US-1, the downtown area and the beach areas. Additionally, with downtown development, the City needed a better way to transport passengers from the City garages and encourage visitors to park-once and enjoy the walkable downtown areas. Hollywood Fl had a legacy trolley with falling ridership and mounting costs. With the growth of ride-hailing services, residents and visitors were changing their habits, and causing more congestion. After a competitive RFP Circuit partnered with the City to bring a more eco friendly solution that replaced the trolley route by providing a similar but more cost-effective and all-electric service that meets riders' on-demand preferences with a fun, innovative and community-centric solution.

Connecting downtown and the beach has helped to relieve congestion and stimulate the local downtown economy while offering a great rider experience and ridership data the City can use for further planning.

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ridecircuit.com

CIRCUIT

Last Mile, People First
Hollywood, Florida

Case Study

THE GOALS
(from RFP)

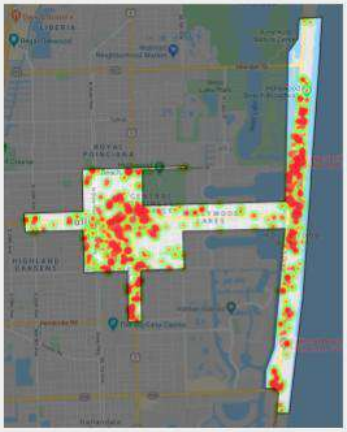
- **First & Last Mile** Connections to Other Transportation Options
- **Sustainable transportation from parking** garages or between destinations swiftly
- Courteous Customer Services and **drivers that act as ambassadors**
- Service that meets peak hours and events in downtown and beach areas.
- Vibrant **mobility that reflects the excitement of downtown** and beach areas.





THE RESULTS

- **110k+ Rides in First 11 Months**
- **1000+ Boxes of Food Delivered**
- **18+ Jobs Created**
- **100% Increase in Ridership**
  (Compared to prior Trolley service - Jan '19 vs Jan '20)



All Rights Reserved - Circuit Transit Inc. 2020

ridecircuit.com

CIRCUIT

Last Mile, People First
Hollywood, Florida

The People Have Spoken

"I love the Hollywood Circuit, it's truly a Blessing to have this service especially for families with low income who don't own a vehicle, it's been so difficult to get around without your services."

- Rider Feb 2020

"Thank you and Hollywood for making it possible for our vulnerable Seniors to remain safe and healthy"

- Memorial Senior and Family Services

"Circuit is a great addition to the community helping locals and tourists safely move around the city in an eco friendly manner. Billy's stone crab and Circuit teamed up for deliveries to help people during quarantine. Thank you for your amazing services and helping our community!"

- Billy's Stone Crab

4.9/5
Avg Rider Rating



4.7 stars on App Store

According to a Survey of 172 Past Riders

93% of riders would like to see **more Circuit cars** added to Hollywood

42% use Circuit to **avoid driving their own personal vehicle**

71.5% of Circuit riders **live in Hollywood, FL** or Broward County

44% of use Circuit to **avoid looking for parking**

All Rights Reserved - Circuit Transit Inc. 2020

ridecircuit.com

Appendix E: Optional Third Party Advertising

Circuit has historically had great success in selling advertising on our vehicles, and we have an in-house advertising team with strong relationships with national brands. If desired in the future, Circuit is able to offer an advertising and sponsorship model at no additional cost to the Town with the potential for revenue share to help offset operational costs.

The combined team has experience in seeking and securing bus and shuttle wrap advertising. We would seek local advertisers as well as national brands and split the advertising revenue 50-50 with the Town of Bay Harbor Islands. When a vehicle is not wrapped with a third-party advertisement, we can use default branding as agreed upon with the Town. At all times, vehicles will be identifiable as part of the Town's service. We have seen advertising decrease the cost of Municipal Services by upwards of 10-25% through our revenue share model. Our team regularly receives requests for advertising in Miami-Dade County.

With Circuit's in-house ad sales team, we can offer out-of-home advertising for the entire fleet of fixed-route and on-demand services in this program. Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. This revenue model helps to lessen the costs to cities and ensures that the service can continue to grow after the initial investment. Advertising options include exterior vehicle wraps, interior digital displays, email, and social campaigns, and product sampling. Initially built as an ad-supported service, Circuit has executed media campaigns with some of the world's largest brands.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling, and executing transit media campaigns. This advertising program can also help to promote local businesses. We have seen several breweries, restaurants, rental and business services, events, and cultural institutions make use of this innovative marketing channel.

Circuit has generated significant advertising revenue from national and local brands looking for Outdoor/OOH and/or experiential, community marketing programs. These advertising revenues have helped in offsetting operational costs as well as offering an engaging and innovative platform for local businesses to promote themselves. Over the past four years, Circuit has generated over $14 million in advertising commitments.

Circuit has executed media campaigns with some of the world's largest brands. For example, media partners have included JetBlue, Pepsi, L'oreal, Alex & Ani, and Boatsetter and campaigns during major events such as the Fort Lauderdale International Boat Show, PGA tours, and the Super Bowl in Miami.



Super Bowl advertising campaigns with Pepsi and Burger King, Miami 2020

Circuit also nurtures close relationships with local businesses, providing opportunities for high quality, innovative campaigns. This has presented unique campaigns with local institutions such as Billy's Crab Shack, Hollywood Beach Golf Club, Circ Residences, Isle Casino, Greenwise/Publix, as well as museums, business associations, chambers of commerce, and other local businesses. Our local drivers are often asked for local recommendations and directions, which provides an additional opportunity to highlight local businesses and attractions.

Based on our experience in the market, we believe service in the Town of Bay Harbor Islands would attract considerable interest from brands. We can offer a revenue share option if the Town is interested in allowing third-party advertising on the vehicles, and we have identified many brands with interest in advertising as part of a potential program as well as potential title sponsors.

We see advertising as a way to reduce costs and provide a fun and engaging experience for the riders, thus helping to encourage ridership. We have found that brand sponsors improve the rider experience and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders. Circuit has found that our parameters around appropriate ads align well with those of our partners, and the Town would have the final say on what advertisements are allowed and what would not be permitted.

Advertising options include exterior vehicle wraps, interior digital displays, email and social campaigns, in-app advertising, and product sampling. Some examples of past campaigns are included in the images below:

Local Business Advertising Campaigns



Boatsetter advertising campaign, Fort Lauderdale (L) Isle Casino campaign, Pompano Beach 2021 (R).



Compass real estate group advertising on Circuit vehicles in Hollywood FL (L). Local restaurant Billy's Crab Shack advertising on Circuit vehicles in Hollywood FL (R).

Regional and National Brand Advertising Campaigns





Publix Greenwise campaign, Fort Lauderdale (L). L'Oreal campaign, Fort Lauderdale (R)





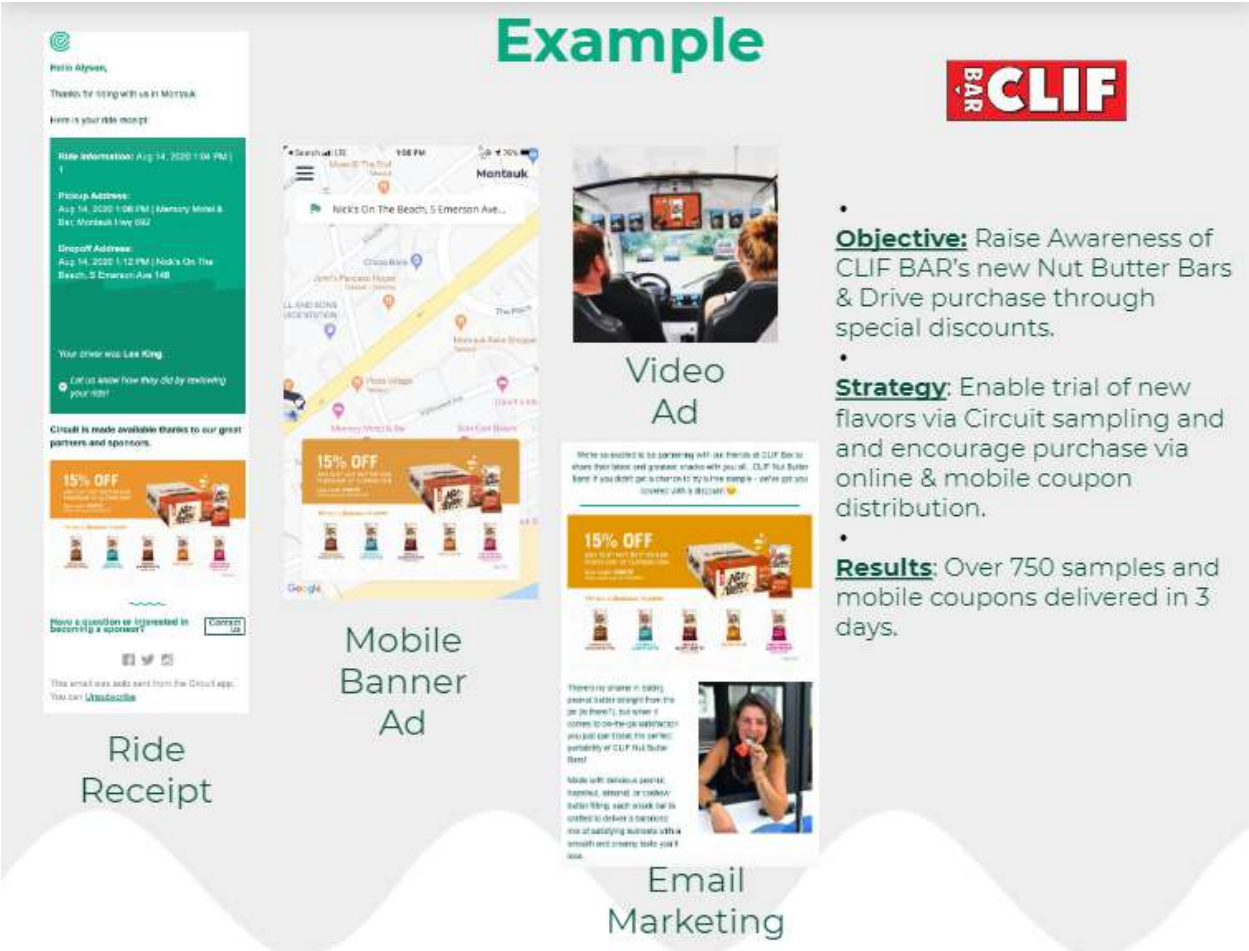
Polo Ralph Lauren campaign, Southampton NY (L). Alex & Ani campaign, West Palm Beach (R).





Robinhood campaign, Santa Monica CA (L). Casper campaign, West Palm Beach (R)

Digital Advertising Campaign



SECTION 4
PROPOSAL FORM PACKAGE

As provided in the RFP, the following items must be attached to this Proposal:

FORMS	STATUS
Form 1 – Proposal Form Package Acknowledgement	☑
Form 2A. Proposer's Certification (if Company or Corporation)	☑
Form 2B. Proposer's Certification (if Partnership)	❑
Form 3. Single Execution Affidavits	☑
Form 4. Dispute Disclosure	☑
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	☑
Form 6. Proposer's Qualifications Questionnaire	☑
Form 7A. Submittal Schedule Form – Shuttle Transit Service Component	☑
Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component	☑
Form 8. Reference List	☑
Form 9. Proposal Bond	☑
Form 10. Performance Bond will fill out after NTP	❑

FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Bay Harbor Islands or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (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

Attached hereto are the following forms/documents which form a part of this proposal:

Form 1.	Proposal Form Package Acknowledgement.
Form 2A.	Proposer's Certification (if Company or Corporation)
Form 2B.	Proposer's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Proposer's Qualifications Questionnaire
Form 7A.	Price Submittal Schedule Form – Shuttle Transit Service
Form 7B.	Price Submittal Schedule Form – On Demand Transit Service
Form 8.	Reference List
Form 9.	Performance Bond

[SIGNATURE PAGE FOLLOWS.]

Form 1 – Proposal Form Package Acknowledgements (continued)

9139249 CANADA INC. DBA Bus.com

NAME OF PROPOSER FIRM

Oleh Kaluzny

SIGNATURE OF PROPOSER

Oleh Kaluzny, VP of Business Development

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

4200 Boul Saint-Laurent Bureau 610 / Montréal,QC,H2W 2R2/ CANADA

(438) 346-5001

TELEPHONE NUMBER

PROVINCE ~~STATE~~ OF Quebec)
) SS
CITY ~~COUNTY~~ OF Montreal)

The foregoing instrument was sworn to and subscribed before me this 11 day of November, 2021 by 9139249 CANADA INC. DBA Bus.com who is personally known to me or produced N/A as identification.

NOTARY PUBLIC, ~~State~~ of Quebec
Province

Print Name: _____

Commission No.: _____

Commission Expires: _____

(SEAL)

LAWYER AND COMMISSIONER FOR OATHS
JAMIL CHARDINAS
287 772-4
FOR QUEBEC

FORM 2A
PROPOSER'S CERTIFICATION
(if Company or Corporation)

CERTIFICATE

PROVINCE ~~STATE~~ OF Quebec)
) SS
CITY ~~COUNTY~~ OF Montreal)

I HEREBY CERTIFY that a meeting of the Board of Directors of 9139249 CANADA INC. dba Bus.com
a corporation or company existing under the laws of the ~~State~~ Province of Quebec,
held on November 11, 2021, the following resolution was duly passed and adopted:

RESOLVED, that, as Oleh Kaluzny - VP of Business Development of the Corporation/Company, be and is hereby authorized to execute the proposal dated, _____, 2021 to the Town of Bay Harbor Islands for RFP Modified Shuttle and On-Demand Transit Services, and that this execution thereof, attested by the ~~Secretary~~ Director/Treasurer of the Corporation/Company, ~~and with the Corporate/Company Seal affixed~~, shall be the official act and deed of this Corporation/Company.

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 corporation/company on this the 11 of November, 2021.

Wolf Kohlberg
~~Secretary~~
Director/Treasurer

(SEAL)

FORM 2B
PROPOSER'S CERTIFICATION

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____ _____, a partnership existing under the laws of the State of _____, held on _____, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as_____of the Partnership, be and is hereby authorized to execute the proposal dated _____, 2021, to the Town of Bay Harbor Islands for RFP Modified Shuttle and On-Demand Transit Services from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2021.

_____
Secretary

(SEAL)

FORM 3
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: Oleh Kaluzny, VP of Business Development

For (Name of Proposing or Bidding Entity): 9139249 CANADA INC. dba Bus.com

Whose business address is: 4200 Boul Saint-Laurent Bureau, Suite 610, Montréal, QC, H2W 2R2, CANADA

And (if applicable) its Federal Employer Identification Number (FEIN) is: 98-1325773

(if the entity does not have a FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: N/A)

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.

O.K.

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)©, 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.

O.K.

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.

O.K.

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.

O.K.

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 or any person interested in the proposed Contract.

O.K.

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 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 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 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. 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.

O.K.

Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).

2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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.)

☑ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

☑ The entity submitting this sworn statement is not a drug-free workplace.

O.K.
Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 2-4 of the Code of the Town of Bay Harbor Islands, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that "Boycott" as defined under Section 2-4 of the Code of the Town of Bay Harbor Islands means to blacklist, divest from, or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, marital status, or

national origin of the targeted person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott and is in full compliance with Section 2-4 of the Code of the Town of Bay Harbor Islands.

O.K.
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 **RFP No. BHI-218** 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.

O.K.
Proposer Initials

In the presence of:

Witness #1 Print Name: Justin Park

Witness #2 Print Name: Wolf Kohlberg

Signed, sealed and delivered by:

Oleh Kaluzny
Print Name: Oleh Kaluzny
Title: VP of Business Development

ACKNOWLEDGMENT

Province of Quebec
City of

~~State of Florida~~
~~County~~ of _____

On this 11 day of November, 20 21, before me the undersigned, personally appeared Oleh Kaluzny - 9139249 CANADA INC. dba Bus.com 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:

JAMIL CHAMMAS
287 772-4

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
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 of 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.

Oleh Kaluzny
_____
Signature

Sworn to and subscribed before me this __11__ day __November__, 20__21__.

Personally known ☐
OR
Produced identification

_____
Type of identification

Notary Public _____
My commission expires: _____

JAMIL CHAMMAS
287 772 4
NOTARY PUBLIC STATE OF FLORIDA

_____
Printed, typed or stamped commissioned name of notary public

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

© Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name 9139249 CANADA INC. dba Bus.com

Date November 11, 2021

By: Oleh Kaluzny
Signature of Authorized Representative

Oleh Kaluzny, VP of Business Development
Name and Title of Authorized Representative

FORM 6
PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in providing Modified Shuttle and On-Demand Transit Services, Shuttle Transit Services, or On-Demand Transit Services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: 9139249 CANADA INC. dba Bus.com

Address: 4200 Boul Saint-Laurent Bureau 610

Montréal,QC,H2W 2R2, CANADA

Principals:	Titles:
Maxie Lafleur	President
Wolf Pierre Kohlberg	Director
Victor Echevarria	Director

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES ✓ NO_____

b. List Principals Licensed:

Name(s): N/A Title: N/A

Remarks: Will provide upon request.

3. How long has your Firm been in business and so licensed? 6 years

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization 30/12/2014

b. Name, address and ownership units of all directors, officers, members, principals or partners: Directors: Wolf Kohlberg, Maxie Lafleur, Victor Echevarria, Daniel Hoffer and Pascal Drouin
Officer: Oleh Kaluzny Local Manager/Agent: Justin Park

Form 6 – Proposer's Qualifications Questionnaire (continued)

b. State whether general or limited partnership: N/A

c. State whether a corporation or company Corporation. Date and State of incorporation N/A.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your firm been in business under its present business name? 6 years

a. Under what other former names has your firm operated?

ShareTheBus

b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm's operations? If so list:

None

7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

Please refer to *https://www.bus.com/about-us/* for pertinent experience.

b. State the name of the individual(s) who will have personal supervision and key roles of the Services:

Oleh Kaluzny - General Oversight. Justin Park - Supervision/RFP Delivery Process.

Bob Aube - General Manager. Kristina Fahl - Customer Service.

Form 6 – Proposer's Qualifications Questionnaire (continued)

c. List the key individuals of your Firm that hold a Florida Commercial Driver's License, including proof of such Florida Commercial Driver's License (continue on insert sheet, if necessary).

N/A

Subcontractor - Florida Tours will have Drivers on their payroll that hold a Florida Commercial Driver's License. Additional documents will be provided upon request.

Type text here

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Bay Harbor Islands, Florida for the proposed Services should your Firm be the successful Proposer.

Name Oleh Kaluzny

Title VP of Business Development

10. Describe your Firm's experience in providing Services to other municipalities or governmental agencies similar to the Services to be provided herein.

Refer to Section "Qualifications/Experience" page 7 of our proposal document.

Attach additional sheets if necessary.

FORM 7A
PRICE SUBMITTAL SCHEDULE FORM
SHUTTLE TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle	2
Total Cost per Year/Vehicle (2080 Hours)	$ 307,975
Cost, per additional hour per vehicle requested by the Town (Extended rout Times)	$ 55.58
Cost, per additional days per vehicle requested by the Town (Additional Rout days) *assumes 8 hour day	$8.24

Notes:

*Per section 3.3.1 Scope of work: **two (2) mini-buses that can seat 12-18 passenger, are ADA compliant, for 8 hours per day for 5 days per week. Not required to be electric.**

** No fuel surcharge will be considered

*** Should be assumed that no revenue generating marketing would be allowed for base pricing.

FORM 7B
PRICE SUBMITTAL SCHEDULE FORM
ON DEMAND TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel (power), Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle (with air-conditioning)	$ -	33.92
Cost, per additional hour per vehicle requested by the Town (Extended rout Times) (with air-conditioning)	$ -	22.50
A. Total Cost per Year for Two Vehicles (5824 Total Hours) (with air-conditioning)	$ -	197,550.08
B. Any per vehicle additional costs per calendar year	$ -	--
C. Any other additional costs per calendar year (not related to # of vehicles)	$ -	20,000
Total cost per year for two vehicle operation: **(A+B+C= total cost of service for one year - 2 vehicles)**	$ -	217,550.08

Describe the costs listed above in "B":

N/A

Describe the costs listed above in "C":

A includes costs for 2 low speed vehicles, as specifically requested in this RFP. These vehicles could be electric sedans, at the same per vehicle cost. C includes the cost for an additional electric ADA vehicle available on-call.

Notes:

*Per section 3.3.1 Scope of work: **two (2) on-demand low-speed electric vehicles for 8 hours per day for 7 days per week. 2912 service hours/vehicle = 5824 service hours in total for two vehicle**s.

** Should be assumed that no revenue generating marketing would be allowed for base pricing.

While we understand that the Requestor is no longer requesting third party advertising be included, if third party advertising were allowable, we could reduce the cost per vehicle per hour and offer an annual revenue guarantee of $20,000. The Requestor would have the right of refusal for any proposed advertising brands, and we would follow any guidelines provided.

More details are available in Appendix.

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Spartan Race

Reference Contact Person/Title/Department: Jason Hayden, Vice President, Global Supply Chain

Contact Number & Email 814-460-0469, jason.hayden@spartan.com

Public Entity Size/Number of Residents/Square Mileage: N/A

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Provided school bus vehicles to transport race participants to the location of the event from various parking locations. We provided on-site coordination as well as on-site mechanical support to ensure the event's success. Since 2016, we are on track to provide transportation services for Spartan Raaces in nearly 20 states, with average yearly revenue of $500,000.

Is the Contract still Active? Yes ✓ **No** _____

REFERENCE #2

Public Entity Name: Canadian Red Cross

Reference Contact Person/Title/Department: Antoine Mercier, Manager, Response Logistics Operations

Contact Number & Email 613-222-4802, antoine.mercier@redcross.ca

Public Entity Size/Number of Residents/Square Mileage: N/A

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Bus.com is partnered with the Canadian Red Cross to safely transport volunteers to and from sites where they are providing essential services to low-income and vulnerable communities across Quebec & Ontario, who require COVID-19 testing. We facilitate the movement of volunteers throughout rural areas that would other wise face logistical barriers, and are prepared with a variety of vehicle sizes and solutions to accommodate the needs of the CRC volunteers and the communities they're serving.

Is the Contract still Active? Yes ✓ **No** _____

REFERENCE #3

Public Entity Name: Sport-Travel

Reference Contact Person/Title/Department: Jason Pritchett, VP, Partnerships

Contact Number & Email 800-304-6346, jason@sport-travel.com

Public Entity Size/Number of Residents/Square Mileage: N/A

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Bus.com has an agreement to provide ground transportation services to Sport-Travel and all their NCAA Division I, II, III clients. We provide bus vehicles to transport coaches, staff, and student athletes for both home and away games. We currently provide bus transportation to Sport-Travel's 3 NCAA clients: North Central University (MN, UMAC), College of Charleston (SC, CAA), Robert Morris University (PA, NEC).

Is the Contract still Active? Yes ✓ **No** _____

FORM 9
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and_____, as Surety, are bond to the Town of Bay Harbor Islands, Florida, as Obligee, hereinafter called Owner, in the amount of **Two Hundred Fifty Thousand and NO/100 ($250,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract **TOWN OF BAY HARBOR ISLANDS RFP NO. BHI-218, MODIFIED SHUTTLE AND ON-DEMAND TRANSIT SERVICES,** awarded via Town of Bay Harbor Islands Resolution # _____ the ___ day of _____, 202__ with Owner for _____ in accordance with specifications prepared by the Town of Bay Harbor Islands and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Modified Shuttle and On-Demand Transit Services ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and

2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and

3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

4.1. Complete the Contract in accordance with its terms and conditions; or

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

FORM 9 – Performance Bond (continued)

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this_____day of_____, 2021.

Signed in the presence of:

_____

_____
As to Principal

_____

_____
As to Surety

PRINCIPAL: _____

BY:_____

NAME:_____

_____
Surety

BY:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY:_____
Resident Agent

_____
Street Address

_____
City, State, and Zip Code

_____
Telephone Number

freebee
SURF BAL BAY

INNOVATIVE & PROVEN, FIRST & LAST MILE TRANSPORTATION SOLUTION





freebee x SURF BAL BAY

Intro Letter

November 15th, 2021
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Dear Community Partners of Town of Bay Harbor Islands, Bal Harbor, and Surfside:

This letter is in reference to RFP BHI-218, Modified Shuttle and On-Demand Transit Services . As requested, we have submitted one (1) original hard copy, five (5) duplicate hard copies, and one (1) electronic versions of the proposal on a USB drive to the Town of Bay Harbor Islands.

Based on the Freebee team's expertise in running similar services in South Florida since 2012, and its assessment of the transportation needs outlined in the request, Freebee has arrived at a feasible and realistic operating plan that ensures initial success, while maximizing the service's potential and longevity. It is the Freebee team's intention to set up, run and manage a fully turnkey transportation system for the Town's of Bay Harbor Islands, Bal Harbor, and Surfside, that leverages efficiencies while maintaining the highest level of customer service.

Company Introduction

Freebee is an innovative and proven transportation company that has been servicing South Florida municipalities since 2012. Our organization prides itself on executing turnkey solutions for local governments who are looking for ways to decrease car use, while providing transit solutions that promote connectivity and a better quality of life. Our company philosophy is designed to drive performance in all aspects of our business which differentiates our company from similar operators. With a culture focused around innovation, the use of cutting edge technology has been a key to our success.

Freebee specializes in first and last mile mobility solutions, including door-to-door and fixed-route transportation via 100% electric vehicles. We have expertise in helping local partners meet and exceed their goals/objectives both from a transportation and economic development standpoint. Our team works hand in hand with municipalities of all sizes to understand their community challenges, in order to provide robust, customized solutions to help tackle these issues. The success of our transportation platform has allowed the communities where we operate to flourish both from an economic and transit standpoint. With the entire organization focused on innovation and creating a first- class customer experience, Freebee has proven to be the future of public transportation.

Our expertise providing similar services to 17 municipalities here in Miami-Dade County, and over 25 communities throughout South Florida, makes Freebee uniquely qualified to understand the needs of this community and how to best deliver an impactful solution.

We are excited about the possibility of partnering with the Town's of Bay Harbor, Bal Harbor, and Surfside, in providing this innovative and proven transportation service. The information in the following proposal has been reviewed by the Freebee team and deemed accurate.

Sincerely,

Jason Spiegel Managing Partners (Authorized Representative)

Beefree, LLC d/b/a Freebee
2312 N Miami Ave
Miami, FL 33127

Form 1 - Proposal Form Package Acknowledgements

SECTION 4
PROPOSAL FORM PACKAGE

As provided in the RFP, the following items must be attached to this Proposal:

FORMS	STATUS
Form 1 – Proposal Form Package Acknowledgement	☑
~~Form 2A. Proposer's Certification (if Company or Corporation)~~	☐
Form 2B. Proposer's Certification (if Partnership)	☑
Form 3. Single Execution Affidavits	☑
Form 4. Dispute Disclosure	☑
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	☑
Form 6. Proposer's Qualifications Questionnaire	☑
Form 7A. Submittal Schedule Form – Shuttle Transit Service Component	☑
Form 7B. Price Submittal Schedule Form – On Demand Transit Service Component	☑
Form 8. Reference List	☑
~~Form 9. Performance Bond~~	☐

Form 1 - Proposal Form Package Acknowledgements

FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Bay Harbor Islands or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (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

Attached hereto are the following forms/documents which form a part of this proposal:

Form 1.	Proposal Form Package Acknowledgement.
Form 2A.	Proposer's Certification (if Company or Corporation)
Form 2B.	Proposer's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Proposer's Qualifications Questionnaire
Form 7A.	Price Submittal Schedule Form – Shuttle Transit Service
Form 7B.	Price Submittal Schedule Form – On Demand Transit Service
Form 8.	Reference List
Form 9.	Performance Bond

[SIGNATURE PAGE FOLLOWS.]

Form 1 – Proposal Form Package Acknowledgements (continued)

Beefree LLC d/b/a Freebee

NAME OF PROPOSER FIRM

SIGNATURE OF PROPOSER

Jason Spiegel Managing Partner

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS 2312 N Miami Ave, Miami FL 33127

(305) 330-9450

TELEPHONE NUMBER

STATE OF Florida)
) SS
COUNTY OF Miami Dade)

The foregoing instrument was sworn to and subscribed before me this 15th day of November, 2021 by Jason Spiegel who is personally known to me or produced Florida Drivers as identification.

NOTARY PUBLIC, State of Florida

Print Name: Jamie Kerezman

Commission No.: GG 933994

Commission Expires: Jan 3, 2024

(SEAL)

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # GG 933994
My Comm. Expires Jan 3, 2024

TOWN OF BAY HARBOR ISLANDS
BAY HARBOR ISLANDS, FLORIDA

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS

Issued: November 5, 2021

PROJECT TITLE: **REQUEST FOR PROPOSALS**
MODIFIED SHUTTLE AND
ON-DEMAND TRANSIT SERVICES

This Addendum forms part of the RFP Documents and modifies the original Project Documents as noted. Acknowledge receipt of this Addendum No. 1 in the space provided below. Failure to do so may subject the Proposer to disqualification.

The Addendum Acknowledgment Form must be included in the proposal package.

ADDENDUM NO. 1:

Question 1:
Please clarify what is needed to be submitted for the Safety Record section other than company's Safety Program?

Answer:
Proposer shall provide documentation evidencing the safety record of the Proposer in performing the Services or similar services, including information resulting in injuries from the shuttle and/or on demand vehicles, assessments or citations issued by applicable governmental agencies during the period between January 1, 2018, to present. ***For example, copies of accident reports, tickets received for traffic infractions, violations of safety rule write ups on file for driver employees, etc.***

Also, please provide copy of your company's Safety Program.

Question 2:
It is confirmed that the speed limit changes from 35mph to 40mph on Biscayne Blvd at 135th St. The RFP requiring the vehicles to go up to 151st on Biscayne Blvd. which would make it illegal to drive the low-speed vehicles on this road. Please confirm how this will affect the scope of service?

Answer:
The scope of the route will be adjusted during contract negotiations to consider speed limit restrictions.

I acknowledge receipt of Addendum 2 on the ____ day of _____, 2021.

Signature

Jason Spiegel Managing Partner

Print Name

Bee Free LLC

Company Name

END OF ADDENDUM NO. 1

Form 2B - Proposer's Certification

FORM 2B
PROPOSER'S CERTIFICATION

(if Partnership)

CERTIFICATE

STATE OF Florida)
) SS
COUNTY OF Miami Dade)

I HEREBY CERTIFY that a meeting of the Partners of Beefree LLC, a partnership existing under the laws of the State of Florida, held on November 12th, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that Jason Spizzol, as Managing Partner of the Partnership, be and is hereby authorized to execute the proposal dated 11-12-21, 2021, to the Town of Bay Harbor Islands for RFP Modified Shuttle and On-Demand Transit Services from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 15, day of Novembr, 2021.

Secretary

(SEAL)

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # GG 933994
My Comm. Expires Jan 3, 2024

FORM 3
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: Jason Spiegel

For (Name of Proposing or Bidding Entity): Beeper LLC d/b/a Freebee

Whose business address is: 2312 N Miami Ave, Miami, FL 33127

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4659887

(if the entity does not have a 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.

JS
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)©, 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.

JS

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.

JS

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.

JS

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 or any person interested in the proposed Contract.

JS

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 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 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 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. 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.

JS

Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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.)

☒ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

☐ The entity submitting this sworn statement is not a drug-free workplace.

LS

Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 2-4 of the Code of the Town of Bay Harbor Islands, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that "Boycott" as defined under Section 2-4 of the Code of the Town of Bay Harbor Islands means to blacklist, divest from, or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, marital status, or

national origin of the targeted person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott and is in full compliance with Section 2-4 of the Code of the Town of Bay Harbor Islands.

JS
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 **RFP No. BHI-218** 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.

JS
Proposer Initials

In the presence of:

Witness #1 Print Name: Jared Jacobs

Witness #2 Print Name: Stuart Lujan

Signed, sealed and delivered by:

Print Name: Jason Spiegel

Title: Managing Partner

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this 15th day of November, 2021, before me the undersigned, personally appeared Jason Spiegel, 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
__X__Produced identification (Type of Identification: Florida Drivers)
_____Did take an oath; or
_____Did not take an oath

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # GG 933994
My Comm. Expires Jan 3, 2024

FORM 4
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 of 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.

_____
Signature

Sworn to and subscribed before me this 15th day November, 2021.

Personally known ☐
OR
Produced identification
Florida Drivers
Type of identification

Notary Public – State of Florida
My commission expires: Jan 3, 2024

Printed, typed or stamped commissioned name of notary public

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # GG 933994
My Comm. Expires Jan 3, 2024

Form 5 - Certification Regarding Debarment, Suspension & Other Responsibility Matter's Primary Covered Transactions

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
© Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name Beefsec LLC d/b/a Freebce

Date 11-15-21

By: _____
Signature of Authorized Representative

Jason Spiegel Managing Partner
Name and Title of Authorized Representative

FORM 6
PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in providing Modified Shuttle and On-Demand Transit Services, Shuttle Transit Services, or On-Demand Transit Services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: Beefree LLC d/b/a Freebee

Address: 2312 N Miami Ave
Miami, FL 33127

Principals: Jason Spiegel — Titles: Managing Partner
Kristopher Kimball — Managing Partner

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES X NO ____

b. List Principals Licensed:

Name(s): Jason Spiegel — Title: Managing Partner
Kristopher Kimball — Managing Partner

Remarks: ____

3. How long has your Firm been in business and so licensed? 2012

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization February 2012

b. Name, address and ownership units of all directors, officers, members, principals or partners: Beefree Holdings, Inc
2312 N Miami Ave, Miami, FL 33127

Form 6 – Proposer's Qualifications Questionnaire (continued)

b. State whether general or limited partnership: LLC

c. State whether a corporation or company company. Date and State of incorporation 2/13/12 Florida.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. See attached document

6. How many years has your firm been in business under its present business name? 9 years

a. Under what other former names has your firm operated?

N/A

b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm's operations? If so list:

No

7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

See attached insert sheet

b. State the name of the individual(s) who will have personal supervision and key roles of the Services:

See attached insert sheet

Form 6 – Proposer's Qualifications Questionnaire (continued)

c. List the key individuals of your Firm that hold a Florida Commercial Driver's License, including proof of such Florida Commercial Driver's License (continue on insert sheet, if necessary).

See attached insert sheet

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Bay Harbor Islands, Florida for the proposed Services should your Firm be the successful Proposer.

Name Jason Spiegel

Title Managing Partner

10. Describe your Firm's experience in providing Services to other municipalities or governmental agencies similar to the Services to be provided herein.

See attached insert sheet

Attach additional sheets if necessary.

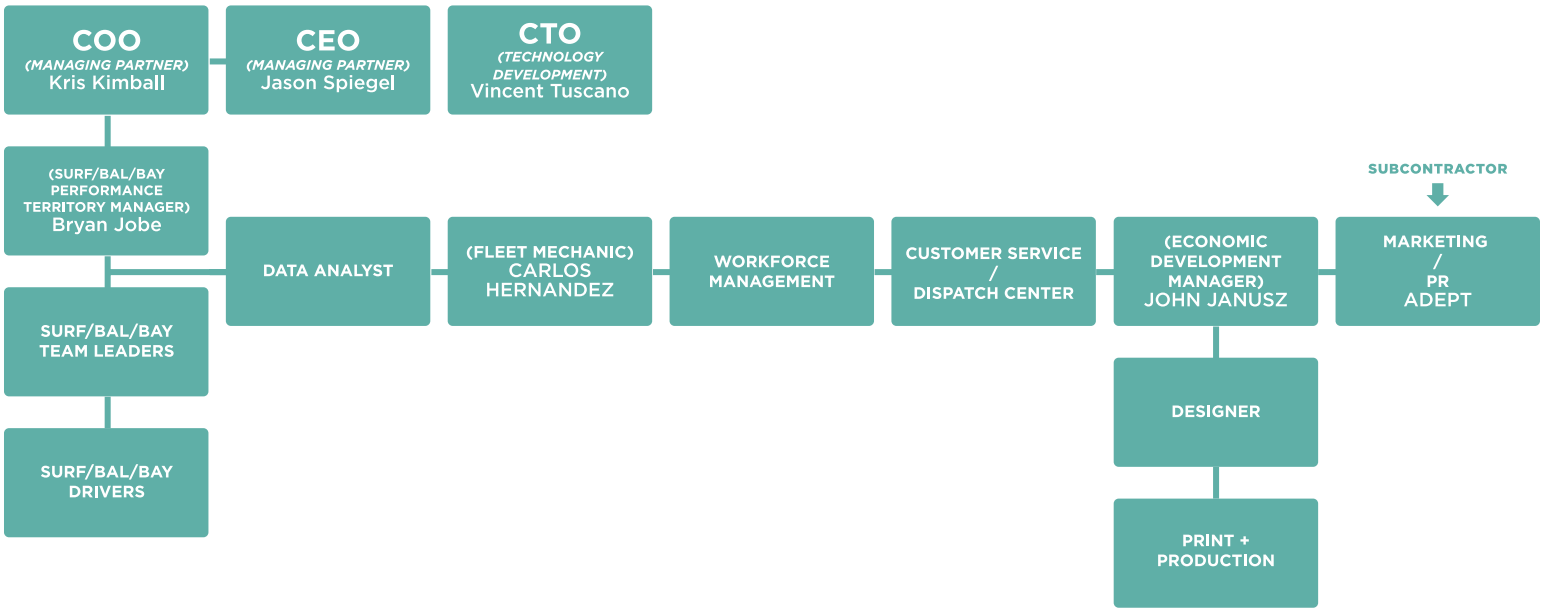
Key Individuals & Key Roles

Administration & Staff Qualifications

Freebee is a fully staffed, professional organization with 151 full-time employees all here local in South Florida. We believe this structure of maintaining an in-house team to perform all of the important operational roles is vital to the overall program execution and to recruit and retain qualified, committed team members. Freebee is structured in a way where every division within the company works together in unison, helping to deliver a first-class experience for our passengers and communities as a whole.

The entire Freebee team is fully dedicated to delivering a consistently high level of service to make each user's ride an unforgettable experience. Freebee has established a senior management team that possesses extensive transportation industry experience in turnkey execution and technology development. Our management staff's commitment to excellence and continual improvement, as well as their deep understanding of our clients' needs have been key factors in separating our quality of service from that of our competitors. The team put in charge of managing this project has been working together on similar project scopes for the past 9 years and are the nations leading experts when it comes to providing first/last mile, dynamically routed on-demand transportation. All team members working on the day-to-day of the project will be here locally in the Miami-Dade region.

Below, please see our organizational chart for this project:



Key Individuals & Key Roles

KEY PERSONNEL:

Jason Spiegel - Responsible for the direct project management of the Surf/Bay/Bal operation. His responsibility includes planning, overseeing, and directing all aspects of the project.

Experience: *9 Years Operating On-Demand Transportation*
Co-Founder and Managing Partner. He is in charge of identifying, directing and developing the implementation of the firm's business strategy, leading the management team for the Surf/Bay/Bal operation. Jason graduated from the University of Miami with a degree in Business Management and has been recognized as one of the emerging leaders in transportation throughout South Florida. Jason was a nominee for the 2019 Complete Streets 'Champion Award', and also was named to Miami Today's "Best Of" in Transportation Leadership.

Kris Kimball - Responsible for overseeing the entire Surf/Bay/Bal project scope and ensuring that our Territory Performance Manager is executing at the highest level possible.

Experience: *9 Years Operating On-Demand Transportation*
Co-Founder and the Chief Operating Officer and one of the best in the industry when it comes to executing day-to-day operations for our municipal partners. Kris graduated from the University of Miami with a degree in Business Management, and has a lot of experience in the hospitality industry. Kris has over 9 years of experience in operating on-demand transportation and will work hand-and-hand with our Performance Manager in overseeing that all of the program's goals and objectives are being met daily.

Vincent Tuscano - Leads all of our programming, technological architecture, design/development, and product support of the Ride Freebee mobile app for the Surf/Bal/Bay project.

Experience: *10 Years Building Technology Specific to Transportation*
Chief Technology Officer. Vincent leads all of our programming, technological architecture, design/development, and product support of the Ride Freebee mobile app. Prior to joining Freebee, Vincent served as Director of Technology for Code and Theory, an award-winning interactive agency focused on creating comprehensive media and interactive experiences. In this role, he led, architected, programmed and executed several world-class websites and mobile apps including the new Vogue.com, the Daily Beast, the Mashable iPad app, A&E TV and so much more.

Bryan Jobe - This individual will be responsible for the day to day operation ensuring overall customer satisfaction with both Surf/Bay/Bal and the community members. The performance manager will constantly monitor and improve all performance metrics.

Experience: *9 Years Operating On-Demand Transportation*
Bryan has over 9 years of experience in providing on-demand transportation and has worked every position within the company. His expertise is in Performance Management, which is why he will have the responsibility of being the service supervisor for Surf/Bay/Bal. Bryan will keep a close eye on every aspect of the operation, and will ensure overall customer satisfaction. The job of the Surf/Bay/Bal Performance Manager is never complete, as the goal is to continually improve.

John Janusz - Responsible for establishing and communicating the daily, weekly, and monthly plan to exceed our company goals pertaining to connecting users of the service with local businesses, and creating a first class experience for our passengers.

Experience: *15 Years Operating Passenger Experience*
Director of Economic Development and Customer Experience. John is responsible for establishing and communicating the daily, weekly, and monthly plan to exceed our company goals pertaining to Economic Development and Customer Experience. Prior to joining Freebee, John was the Chief Concierge for Waldorf Astoria New York. In this role, John oversaw a concierge staff that serviced 1400+ luxury guest rooms. He has been able to apply his diverse skill set and many of his past experiences to his role at Freebee and he continues to find innovative ways to create first-class experiences for our passengers and clients.

Key Individuals & Key Roles

Carlos Hernandez - Provides safety leadership for the vehicle maintenance department, including all maintenence personnel and equipment. In addition to providing real time maintenance support, the designated fleet mechanic is in charge of auditing maintenance work practices and identification of methods to improve safety, compliance and reliability of the fleet.

Experience: *12 Years in Fleet Maintenance*
Director of Fleet Maintenance. Carlos provides safety leadership for the vehicles' maintenance department, including the personnel and all of the equipment. This includes auditing of maintenance work practices and identification of methods to improve safety, compliance and reliability of the fleet. Carlos has over 12 years of hands-on experience and has established himself to be an expert in his field. Carlos is responsible for ensuring that the necessary technical training is provided to our staff pertaining to vehicle maintenance, and his knowledge and management background will help our team to execute a successful system for Surf/Bay/Bal.

Other Key Operating Positions:

Surf/Bay/Bal Team Leaders - Team Leader drivers, who are essentially managers in training, also serve as a second set of reliable eyes and ears out on the road for the Performance Manager. Their job is to provide even more leadership to their fellow drivers in terms of logistics and tricks of the trade to better service guests. Team Leaders send daily recaps to their Performance Manager to ensure that no stone is left unturned, and weekly meetings between Team Leaders and Performance Managers help to ensure that everyone is on the same page and that consistent messaging is being passed down to the rest of the staff, as well as to our passengers.

Surf/Bay/Bal Drivers | Community Ambassadors - These individuals are responsible for safely and efficiently operating (driving) the vehicles each day, providing passengers with a first-class transportation experience.

Workforce Management - Responsible for the management of processes used to optimize the productivity of our drivers and system. Workforce Management plays a key role in maximizing performance levels and competency for the rest of the operations team, to maximize productivity.

Customer Service/Dispatch Center - These individuals will be responsible to provide customer service support, product support, and dispatching of rides for individuals who request service through the call-in number.

Designer + Print + Production - Freebee has a full in-house creative and video team, from designers to videographers. These in-house resources have given Freebee the ability to create an extremely effective ridership outreach program that has shown 100% success rate to continuously increase ridership within our areas of operation.

Marketing/PR - Responsible for generating awareness about the service and continuing to drive ridership.

Data Analyst - Will help design, create, and monitor custom data reports to help guide decision-making, and ultimately improve operational efficiencies.

Key Individuals & Key Roles

DRIVER LICENSING:

Any Freebee employees who conduct driving operations of vehicles over (9) passengers, including the driver, are required to obtain the For-Hire Chauffer License as defined by Chapter 31, Article II of the Miami-Dade County Code. For-hire chauffeurs in Miami-Dade County are licensed and regulated to assure the passengers, as well as others utilizing the streets of Miami-Dade County, that the chauffeurs are competent to provide such service.

Freebee's safety program is compliant and in accordance with Florida Administrative Code Rule Chapter 14-90, FDOT's Equipment and Operational Safety Standards for Bus Transit Systems. Freebee's goal is to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements.

To operate these vehicles, drivers would need to be certified in the following:

- Possess a Miami-Dade County Chauffeurs License (Hack License)
- Pass an FDOT Medical Examination (form 725-030-011)
- Pass an FDOT Drug Screen
- Complete Defensive Driving Course

To operate these vehicles, drivers will need to possess these qualifications:

- Valid Florida Drivers License
- Clean Background History
- Must be 21 years of age
- Minimum of 2 years of driving history
- No revocations of their driver's license in the past 5 years
- No moving violations or at-fault accidents in the past 3 years
- No convictions for driving under the influence of drugs or alcohol
- Fluent in English
- Excellent overall driving record
- Energetic and outgoing personality
- Well-groomed appearance
- Effective time management and punctuality
- Thorough knowledge of the area being serviced
- Preferred experience in the field of hospitality, customer service, communications, and marketing • Respect for traffic laws and fellow drivers

Key Individuals & Key Roles

Below is an extensive list of the recurring responsibilities of the Management team to ensure driver operating requirements:

- Each driver's license of their employee is valid and legal.
- All their transit employees pass a full background check.
- Transit vehicles are operated in compliance with all applicable Local, State, and Federal regulations, ordinances, and laws.
- A driver shall not drive more than twelve (12) hours in a twenty-four (24) period or drive after having been on duty for sixteen (16) hours in a twenty-four (24) period. (Records will be kept through the timekeeping clock in/out system.)
- A driver shall not be permitted or required to be on duty more than seventy-two (72) hours in any period of seven (7) consecutive days. (Records will be kept)
- A driver is not impaired.
- Vehicles are inspected in accordance with the SSPP.
- A transit vehicle with any passenger door in the open position shall not be operated with passengers aboard.
- Sufficient lightning is available on all transit vehicles for passengers to enter and exit safely using the stepwells during darkness. Passengers may not occupy the stepwell or any area forward of the standee line while the vehicle is in motion.
- Passengers are not to stand on vehicles not designed for that purpose.
- When a transit vehicle is in motion, the driver must be properly secured with a belt in the driver's seat.
- Proper securing of all wheelchair passengers in designated areas.
- Passengers shall not be left unattended or in an unsafe location on the transit vehicles for longer than fifteen (15) minutes.
- Transit vehicles will not be used for any purpose other than what has been directed by Management.
- Proper accident/incident procedures.

Freebee Driver employees are dependent of maintaining a valid Drivers License to maintain their employment. Employees are required to keep the Department of Motor Vehicles advised of their current mailing address. In addition to having a legal responsibility to do so, the Department of Motor Vehicles uses mail to communicate about issues with driving privileges and missing such a communication can have a negative impact on continued employment. In addition to this responsibility, employees are required to notify Freebee Human Resources of all moving traffic violations, arrests, and convictions.

Proof of Experience

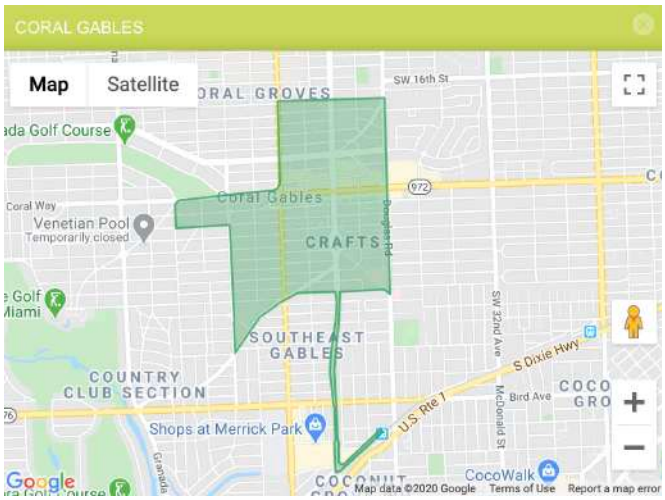
CURRENT PROJECTS

Project: City of Coral Gables
Dates: June 2017 - Ongoing

"Freebee in the Gables"; On-demand, door-to-door first and last mile transit operating within Downtown Coral Gables. The fleet operates 7 days a week from 10am-10pm within about 2 square miles from the center of Miracle Mile, and a connection to the Douglass Station Metrorail. The service is extremely popular with all of the residents, workers, and visitors in the area. Freebee has turned Downtown Coral Gables into a community where you can go without needing a personal vehicle. This service is funded by the City of Coral Gables, FDOT, Miami TPO, and portion of the cost subsidized through advertising. The Ride Freebee mobile app is used along with a call-in number for those without smartphones.

Project: Village of Key Biscayne
Dates: Dec 2016 - Ongoing

"Freebee on the Key"; On-demand door-to-door first and last mile transit operating throughout the entire Village of Key Biscayne. Freebee operates 7 days a week; 8am - 8pm Sunday - Thursday, 8am - 10pm Friday, and 10am - 10pm Saturday. The Freebee service has been a huge success on Key Biscayne in helping keep cars off the road, reducing congestion, and easing parking issues. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Village of Key Biscayne and subsidized through advertising.



Coral Gables



Key Biscayne

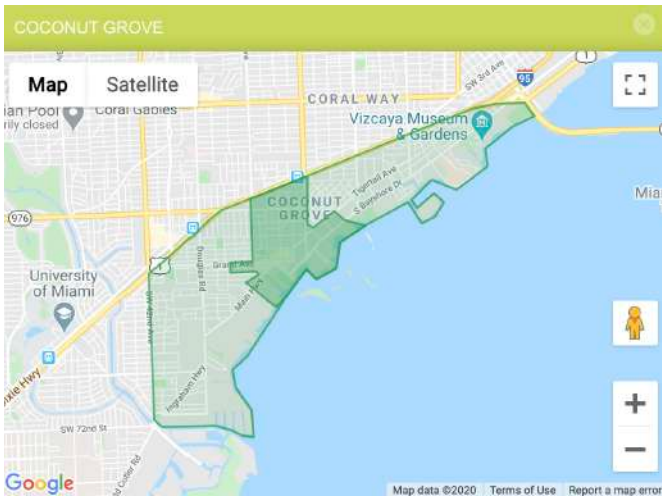
Proof of Experience

Project: Coconut Grove
Dates: February 2018 - Ongoing
(Currently on a suspension due to COVID-19. Projected to relaunch in September)

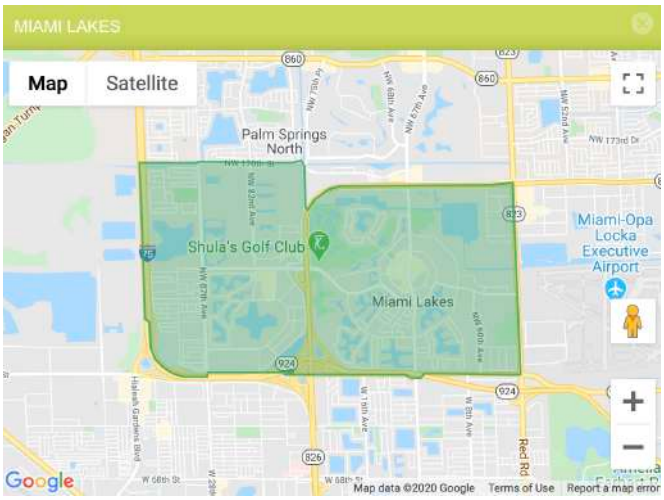
"Freebee in the Grove"; On-demand door-to-door first and last mile transit operating throughout Coconut Grove. We operate 7 days a week, 11am - 8pm Sunday - Wednesday, and 11am-11pm Thursday - Saturday. The Freebee service was brought in to Coconut Grove to help provide door-to-door transportation within its business entertainment district. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Coconut Grove BID and subsidized through advertising.

Project: Town of Miami Lakes
Dates: January 2018 - Ongoing

"Freebee in the Lakes"; On-demand door-to-door first and last mile transit operating throughout the entire Town of Miami Lakes. We operate 6 days a week, from 8am - 3pm Monday- Friday, and 10:00am-12:30am on Sunday. The Freebee services 95% residents within this territory and is very popular with the seniors (60+). Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Town of Miami Lakes and subsidized through advertising.



Coconut Grove



Miami Lakes

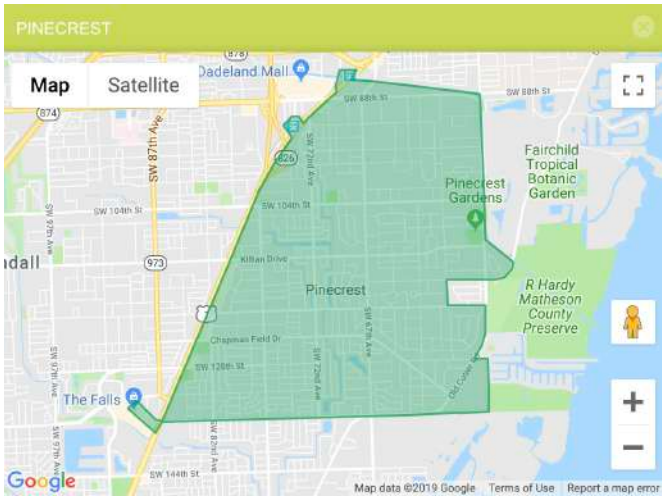
Proof of Experience

Project: Village of Pinecrest
Dates: January 2019 - Ongoing

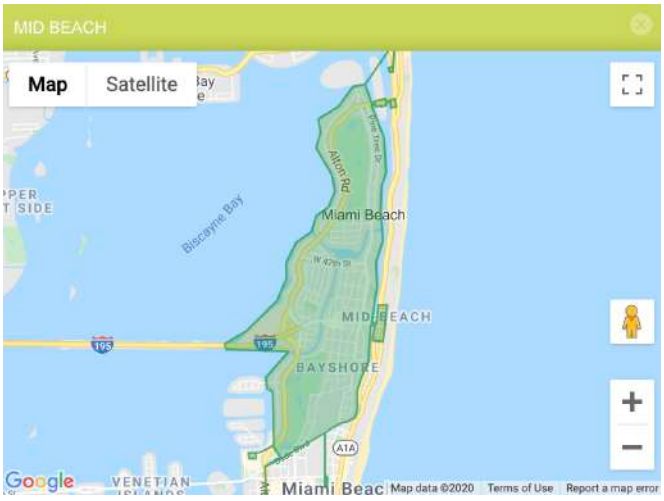
"Pinecrest Freebee"; On-demand door-to-door first and last mile transit operating throughout the entire Village of Pinecrest. We operate 6 days a week, from 7am - 7pm Monday- Friday, and 10:00am-10:00pm on Saturday. The Freebee services 100% residents and workers within this territory and acts as a first/last mile feeder system to mass transit. Freebee helps connect residents and workers to the two metro rail stations and South Dade busway. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Village of Pinecrest, FDOT, Miami TPO, CITT, and subsidized through advertising.

Project: City of Miami Beach - Mid Beach
Dates: 2019 - Ongoing

On-demand door-to-door first and last mile transit operating in the "Mid-Beach" section of Miami Beach from Dade Boulevard on the South end, to 63rd st on the North end. We operate 7 days a week, 6:30am - 10pm Monday - Friday, and 8am - 10pm Saturday, and 8am - 8pm on Sundays. Utilizes the Ride Freebee mobile app. Funded though the City of Miami Beach and advertising revenue.



Village of Pinecrest



Mid Beach

Proof of Experience

Project: Islamorada, Village of Islands
Dates: November 2018 - Ongoing

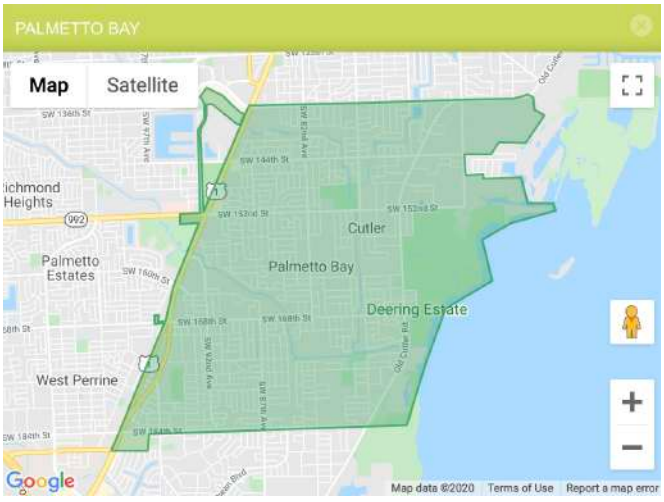
"Freebee Islamorada"; On-demand door-to-door first and last mile transit operating throughout the the island of Upper Matecombe in the Village of Islamorada. We operate 4 days a week, from 4pm - 12am Thursday-Friday, 12:00pm-12:00am on Saturday, and 11am-8pm on Sunday. Islamorada has issues with traffic congestion, parking utilization, and drunk driving. Freebee has been a major solution in solving each of them. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Village of Islamorada and subsidized through advertising.

Project: Village of Palmetto Bay
Dates: July 2019 - Ongoing

"Freebee Palmetto Bay"; On-demand door-to-door first and last mile transit operating throughout the entire Village of Palmetto Bay. This service operates 6 days a week from 7am - 7pm Monday - Saturday with the goal of reducing traffic congestion and providing connectivity. Freebee's vehicle's feed multiple park & ride stations within the Village, where our larger Freebee vans are positioned to transport residents to the nearest metro rail station. Funded by Village of Palmetto Bay, FDOT, Miami TPO, CITT, and subsidized through advertising.



Islamorada



Palmetto Bay

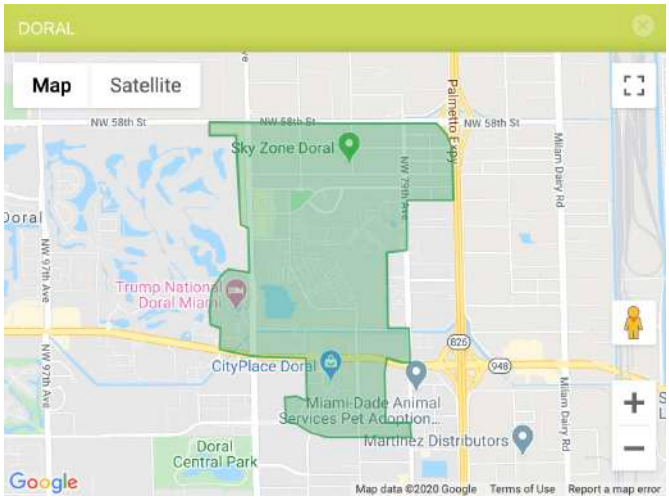
Proof of Experience

Project: City of Doral
Dates: November 2019 - Ongoing

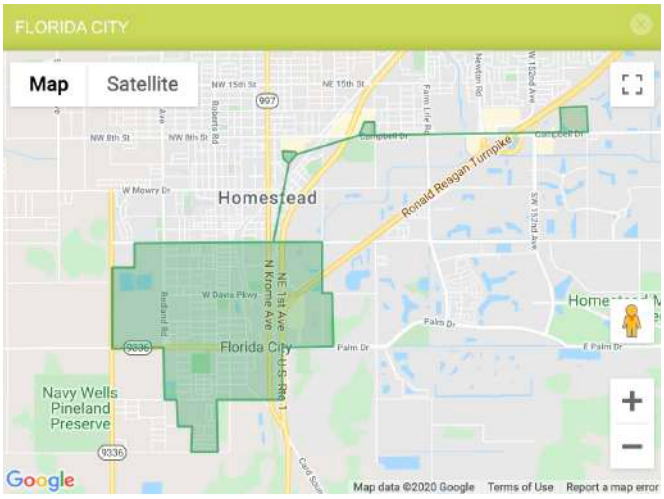
"Freebee in Doral"; On-demand door-to-door first and last mile transit operating throughout Downtown Doral and CityPlace. With the influx of development happening in Downtown Doral, the City was looking for a solution to be able to make the community a place where you can live, work, and play without the need of a personal vehicle. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by City of Doral, CITT, and subsidized through advertising.

Project: City of Florida City
Dates: July 2020 - Ongoing

"Freebee Florida City"; On-Demand door-to-door first and last mile transit operating throughout the entire City of Florida City. The goal is this program is to provide a reliable and cost efficient transit service to help feed residents, workers, and visitors to/from the South Dade Busway. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by City of Florida City, CITT, and subsidized through advertising.



Doral



Florida City

Proof of Experience

Project: North Bay Village
Dates: September 2019 - Ongoing
(Currently on a suspension due to COVID-19. Projected to relaunch in September)

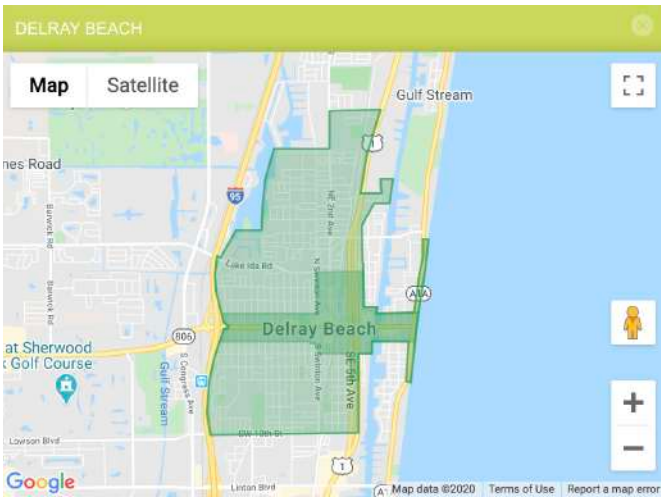
"Freebee North Bay Village"; On-Demand door-to-door first and last mile transit operating throughout North Bay Village. The goal of this program is to connect residents, workers, and visitors with easy transportation options who don't rely on a personal car. Additionally within North Bay Village, Freebee operates an express shuttle service that takes residents to/from Downtown Miami. This service runs Monday - Friday from 7am - 7pm, and Saturdays from 10am - 6pm. Funded by North Bay Village, FDOT, Miami TPO, CITT, and advertising.

Project: City of Delray Beach
Dates: September 2019 - Ongoing

"Freebee Delray Beach"; On-demand door-to-door first and last mile transit operating throughout the Downtown Delray Beach. The goal of this program is to get cars off the road, reduce traffic congestion, and free up limited parking availability within Downtown Delray Beach. Utilizes the Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded by Delray Beach CRA and subsidized through advertising.



North Bay Village



Delray Beach

Proof of Experience

Project: City of St. Pete Beach
Dates: December 2019 - Ongoing

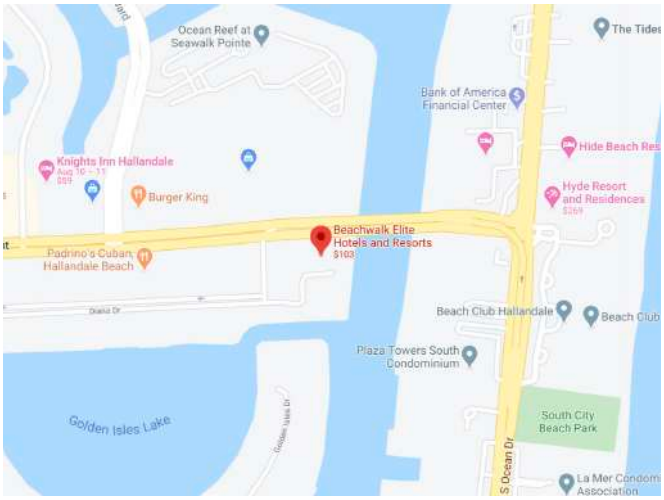
"Freebee on the Beach"; On-demand door-to-door first and last mile transit operating in sections of St Pete Beach. Freebee's service replaced the County bus service that once provided transportation along the southern end of St Pete Beach. Residents requested to remove that mode of transportation in lieu of a smaller, more dynamically routed on-demand system. This service runs 7 days a week from 6am - 12am. Funded by the City of St Pete Beach.

Project: Hallandale Beachwalk Resort
Dates: April 2015 - Ongoing

"Freebee Beachwalk"; On-demand, flexible fixed route transportation that exclusively services the guests of Beachwalk Resort and Hyde Hollywood. This service runs 7 days a week from 8am - 6pm. Funded by Hallandale Beachwalk Resort and Hyde Hollywood



St. Pete Beach



Beachwalk Resort

Proof of Experience

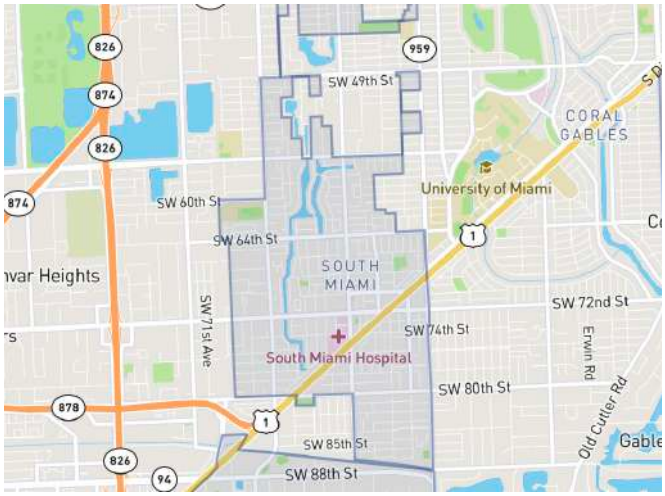
Project: City of South Miami
Dates: December 2020 - Ongoing

"Freebee in South Miami"; On-demand, door-to-door first and last mile transit operating within the entire municipality of South Miami. The fleet operates 6 days a week from 7am - 11pm, Monday - Friday, and 11am - 11pm on Saturdays. The service is extremely popular with all of the residents, workers, and visitors in the area. Freebee has turned the City of South Miami into a community where you can live without needing a personal vehicle. This service is funded by the City of South Miami, FDOT, CITT, and portion of the cost subsidized through advertising. The Ride Freebee mobile app is used along with a call-in number for those without smartphones

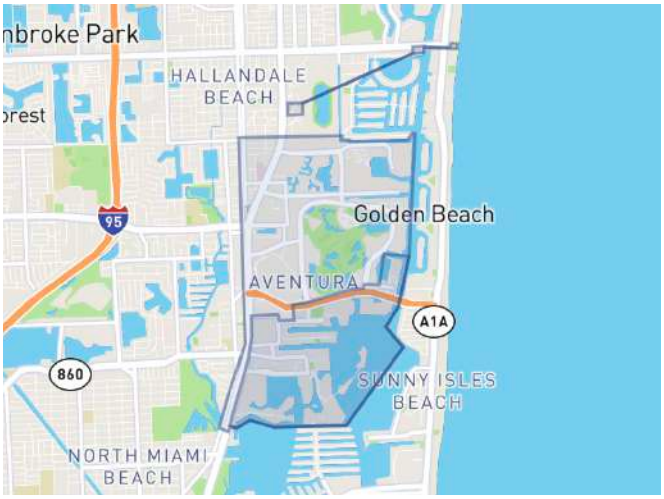
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Project: City of Aventura
Dates: May 2021 - Ongoing

"Freebee in Aventura"; On-demand, door-to-door first and last mile transit operating within the southern end of Aventura. The fleet operates 7 days a week from 7am-11pm. The goal of this service is to replace the current fixed-route shuttle service that is currently being underutilized is areas of Aventura. Since launch, the service has become extremely popular with all of the residents, workers, and visitors in the area. This service is funded by the City of Aventura, CITT, and portion of the cost subsidized through advertising. The Ride Freebee mobile app is used along with a call-in number for those without smartphones.



South Miami



Aventura

Proof of Experience

Project: City of Miami Beach - South Beach
Dates: October 2012 - Ongoing

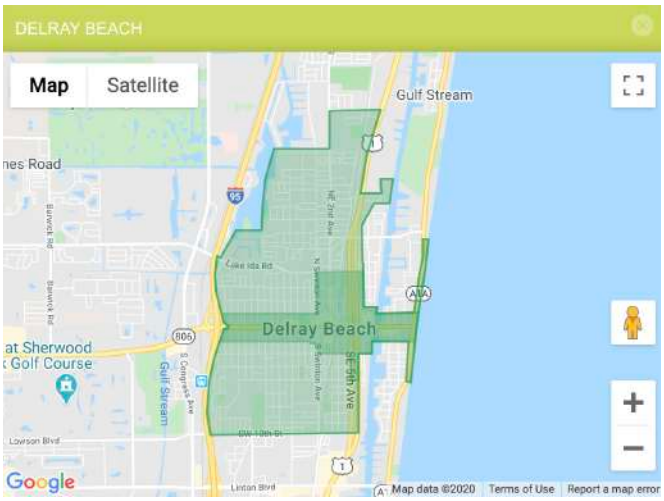
"Freebee South Beach"; On-demand door-to-door first and last mile transit operating on Miami Beach from 1st - 44th st, from the bay to the ocean, including the Venetian Islands. We operate 7 days a week, 12pm - 12am Monday - Wednesday, and 12pm - 2am Thursday - Sunday. Utilizes the Ride Freebee mobile app. Funded 100% through advertising revenue.

Project: Mainland; Downtown, Brickell, Wynwood, Midtown, Design District
Dates: October 2014 - Ongoing

"Freebee Delray Beach"; On-demand door-to-door first and last mile transit operating on from the edge of Brickell, next to Rickenbacker Causeway, through Downtown, Wynwood, Edgewater, Midtown, and ending in Design District. We operate 7 days a week, 11am- 11pm Sunday - Thursday, and 11am - 2am Friday and Saturday. Utilizes Ride Freebee mobile app along with call-in number for individuals without smartphones. Funded 100% through advertising revenue.



South Beach



Mainland Miami

On-Demand Vehicle

RECOMMENDED ON-DEMAND VEHICLE

Polaris GEM e6

The Polaris GEM vehicle has a very welcoming, open air vibe that is perfect for beach/barrier island communities. These vehicles come with full hard doors and roll up windows in order to operate in rainy conditions. Even during rain events, passengers stay dry and drivers continue providing the service. Each vehicle will be equipped with lithium ion batteries that will provide 70 miles to the charge and a level 2 charger for fast charging capabilities. We leverage our proprietary trade secrets learned through problem solving to further increase the daily range and total lifespan of the vehicles. Freebee has developed the most efficient ways to operate, rotate and recharge the vehicles in order to maximize battery longevity.

Vehicle Specifications:

- Full Hard Doors w/ Rollup Windows
- Lithium Ion 12.4kWh Batteries (60-70 Mile Range)
- Level 2 EVSE with J1772 connector
- Interative iPad and In-Car Video Screen
- ADA Wheel Chair Accessible
- Custom AC Upgrade Build
- 5 Passengers + Driver
- Top Speed: 26 MPH
- All bucket seats
- Legroom – 43 in
- Adjustable seat sliders
- 3 pt safety belts



Recommended Modified Shuttle Vehicle

RECOMMENDED MODIFIED SHUTTLE VEHICLE

Within our Freebee Surf/Bay/Bal 'Modified Shuttle" proposal concept, we will be using two (2) Ford Starcraft Allstar Lift Equipped Shuttle Bus's. These vehicle's have a seating capacity of up to 12 passengers plus 1-2 wheelchair accessible passenger in every vehicle, meeting the minimum requirement of 12 passengers. Additionally, each vehicle is equipped with a custom iPad smart device that acts as the "brain" of the vehicle, controlling all of the functionality, providing counts of passengers both entering and exiting the Freebee.

Vehicle Specifications:

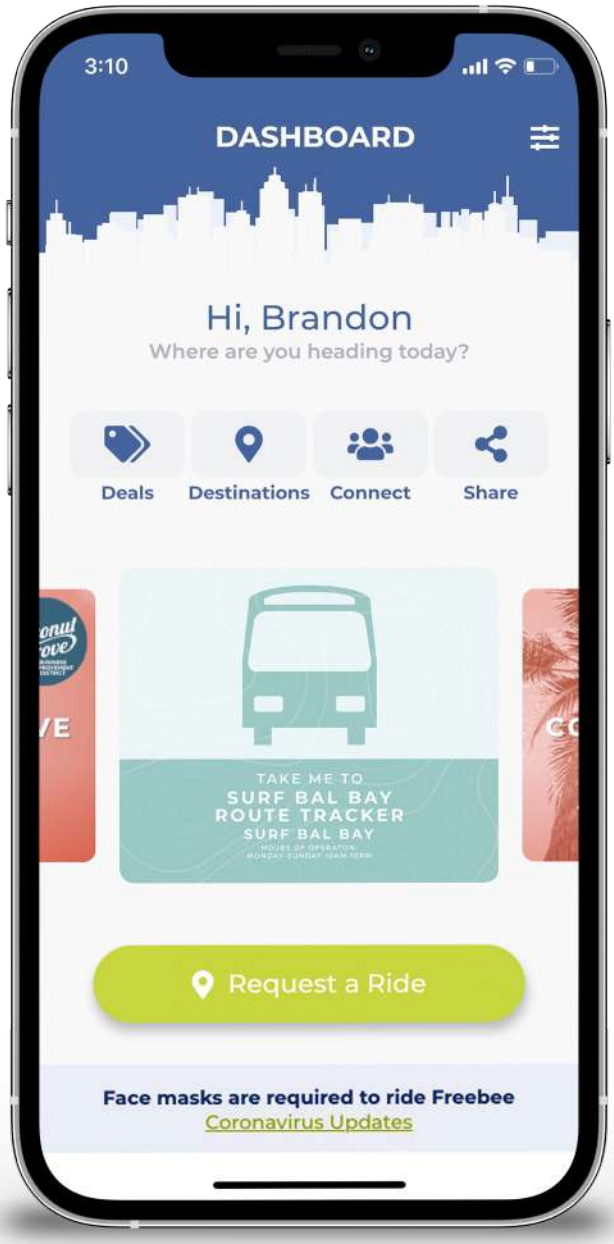
- Ford E450 Super Duty
- Engine: 6.8 Liter V10
- Gas
- Bus style door with step
- Seats 12 Passengers + 2 Wheelchairs
- ADA Wheelchair lift
- Back-up Camera
- Automatic Transmission



Scope of Service / Technology

Based on Freebee's expertise and knowledge within the local market, operating in 17 different municipalities here in Miami-Dade County, we're confident in our ability to deliver a solution that will best service the needs of the Surf/Bay/Bal community. With the use of Freebee's cutting edge technology and data capturing capabilities, we will create a flexible transportation system that is adaptable to the communities ever changing needs. In doing so, Freebee will provide a transportation platform that will deliver the highest quality of service and the highest ridership numbers, all at a lower cost to the Town than any other provider.

Our solution uses multi-modes of transportation, all built into one easy to use platform, helping Surf/Bay/Bal to become a community where you can live car-free. The 'Ride Freebee' mobile app technology will be fully customized and geo-fenced for the three different Town's, servicing the community through a combination of both door-to-door transportation within the designated geofence service area, and a modified fixed route. Through the Ride Freebee mobile app, user's will have access to request on-demand service as well as the ability to track the fixed route service in real time. The convenience of having both transportation services within one easy to use mobile application will be a major benefit to the community when building a reliable and convenient transit system.



Scope of Service / Technology

There are three ways users can request on-demand service;

- On-demand through the 'Ride Freebee' mobile app
- On-demand by calling a Toll Free phone number
- "Flagging" a vehicle as it passes by

The Ride Freebee mobile application delivers a comprehensive experience to seamlessly connect people in need of transportation with professional chauffeurs, making the transportation process fun, quick and efficient. The design, look and feel of the app is far and away the gold standard of any existing mobile apps in the ride-share industry, and the functionality and backend data collection system is built out with the capability to track every piece of data. The Ride Freebee app is available in both the Apple Store and Google Play Store, for both iPhones and Android devices, and is accessible to anyone with either device. Four clicks of a button later, a rider can be connected with a driver instantly, without the need for a dispatch.

Although we understand that the Town's are looking to provide both an on-demand service, as well as a modified fix route service, it is in our expertise and recommendation to use the funding dedicated for the fixed route to enhance the on-demand program with more vehicles. Based on the size of the service zone, and the goals that have been set forth, operating both modes of transportation would be a complete duplication of service. The on-demand service has been proven to provide much more efficient transportation, especially in coastal communities such as Surf/Bay/Bal, at a much lower cost than fixed route. In all of the communities we currently operate, one of the biggest demographic of riders are seniors. They appreciate the convenience of a door-to-door service, where they can be picked up at their home and taken, door-to-door, to/from their final destination. Additionally with only 2 proposed vehicles dedicated to the on-demand program, and the fact that part of the service area will be west along Biscayne blvd, wait-times would be very long during certain hours of service. Being able to operate 4 vehicles with the on-demand program will be the most efficient use, and will yield the highest ridership numbers, in comparison to running 2 on-demand vehicle's and 2 fixed route vehicle's.

We've operated, and continue to operate fixed route transportation, and have the data to show why a fully on-demand system is a much better mobility option for the communities of Surf/Bay/Bal. Either way, Freebee is prepared to execute the program however the Town's deem the best fit for the community. Whether thats with a combination of on-demand and fixed route, or a fully on-demand system.

Form 7A - Price Submittal Schedule Form Shuttle Transit Service Component

Exhibit D

PRICE SUBMITTAL SCHEDULES

FORM 7A
PRICE SUBMITTAL SCHEDULE FORM
SHUTTLE TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle	**$57.65**
Total Cost per Year/Vehicle (2080 Hours)	**$119,912**
Cost, per additional hour per vehicle requested by the Town (Extended rout Times)	**$55.00**
Cost, per additional days per vehicle requested by the Town (Additional Rout days) *assumes 8 hour day	**$440.00**

Notes:

*Per section 3.3.1 Scope of work: **two (2) mini-buses that can seat 12-18 passenger, are ADA compliant, for 8 hours per day for 5 days per week. Not required to be electric.**

** No fuel surcharge will be considered

*** Should be assumed that no revenue generating marketing would be allowed for base pricing.

*** Pricing above includes an advertising guarantee discount of $24,000 annually per vehicle**

Form 7B - Price Submittal Form On-Demand Electric Vehicle Transit Service Component

FORM 7B
PRICE SUBMITTAL SCHEDULE FORM
ON DEMAND TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel (power), Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle (with air-conditioning)	$ - 34.70
Cost, per additional hour per vehicle requested by the Town (Extended rout Times) (with air-conditioning)	$ - 34.70
** Once 70 operating hours per week are reached, hourly rate will drop to $32.60*	
A. Total Cost per Year for Two Vehicles (5824 Total Hours) (with air-conditioning)	$ - 202,092.80
B. Any per vehicle additional costs per calendar year	$ - 0
C. Any other additional costs per calendar year (not related to # of vehicles)	$ - 0
Total cost per year for two vehicle operation: **(A+B+C= total cost of service for one year - 2 vehicles)**	$ -

Describe the costs listed above in "B":

N/A

Describe the costs listed above in "C":

N/A

Notes:

*Per section 3.3.1 Scope of work: **two (2) on-demand low-speed electric vehicles for 8 hours per day for 7 days per week. 2912 service hours/vehicle = 5824 service hours in total for two vehicle**s.

** Should be assumed that no revenue generating marketing would be allowed for base pricing.

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: The City of Miami Beach Transportation and Mobility Department

Reference Contact Person/Title/Department: Milos Majstorovic, P.E., Transportation Manager

Contact Number & Email MilosMajstorovic@miamibeachfl.gov

305-673-7514

Public Entity Size/Number of Residents/Square Mileage: 91,000 residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)

1. Middle Beach on-demand transit service (May 2019-April 2020);
2. On- demand transit service for elderly (ongoing);
3. On-demand transit service in response to Indian Creek Drive construction project and associated traffic and parking concerns (ongoing).

Is the Contract still Active? Yes X **No**

FORM 8

REFERENCE LIST

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 Miami Lakes

Reference Contact Person/Title/Department: Mike ZAYAS - Transportation Planning Manager - Administration

Contact Number & Email 305-364-6100, ext. 1181 MichaelSZAYAS@MiamiLakes-fl.gov

Public Entity Size/Number of Residents/Square Mileage: 40+ employees - 30,864 (2019) - 6.51 sq. Miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) freebee Rublic Transit Service - started on 2019 - service contract is on-going - fleet of 4 vehicles - provide on-demand transportation services within the municipality and in connection with the Palmetto Metrorail Station.

Is the Contract still Active? Yes ✓ **No** _____

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Village of Key Biscayne, Florida

Reference Contact Person/Title/Department: Dr. Roland Sanimy
Chief Resilience and Sustainability Officer, / Public Works

Contact Number & Email 786-770-9465
rsanimy@keybiscayne.fl.gov

Public Entity Size/Number of Residents/Square Mileage: ~150 employees, ~13,500 residents
~1 square mile

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Freebee Transit Service. In effect since ~2017
Ongoing 3 year contract. 5 total vehicles, 7-days per week, 4 on demand and 1 circulator, ridership ~7,100 passengers/month.

Is the Contract still Active? Yes ✓ **No** _____

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Delray Beach Community Redevelopment Agency

Reference Contact Person/Title/Department: Ivan J. Cabrera, Redevelopment Manager

Contact Number & Email 561-276-8640 cabrerai@mydelraybeach.com

Public Entity Size/Number of Residents/Square Mileage: Staff of 15/ 70,000/residents City-wide.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Point to Point Transportation Service, September 6, 2019 to date ; 5 vehicles plus a wheelchair accesible vehicle. Freebee provides an high deman service for our residents, tourists and businesses.

FORM 8
REFERENCE LIST
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 St. Pete Beach

Reference Contact Person/Title/Department: Michelle Gonzalez- Director- Community Development

Contact Number & Email 727-363-9213 / mgonzalez@stpetebeach.org

Public Entity Size/Number of Residents/Square Mileage: 2.2 sq miles - 10,000 residents

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Freebee provide micro-transit service for the City of St Pete Beach since October 2019. Service operate Monday to Sunday from 6 am to midnight .

Safety Record

Freebee's safety program is compliant and in accordance with Florida Administrative Code Rule Chapter 14-90, FDOT's Equipment and Operational Safety Standards for Bus Transit Systems. Freebee's goal is to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. Freebee's SSP (System Safety Plan) has been included as an attachment to the RFP packet. Below are a few highlights of both driver requirements and safety goals:

To operate these vehicles, drivers would need to be certified in the following:

• Possess a Miami-Dade County Chauffeurs License (Hack License)
• Pass an FDOT Medical Examination (form 725-030-011)
• Pass an FDOT Drug Screen
• Pass an MVR Check
• Complete Defensive Driving Course
• CPR and Basic First Aid Training

To operate these vehicles, drivers will need to possess these qualifications:

• Valid Florida Drivers License
• Clean Background History
• Must be 21 years of age
• Minimum of 2 years of driving history
• No revocations of their driver's license in the past 5 years
• No moving violations or at-fault accidents in the past 3 years
• No convictions for driving under the influence of drugs or alcohol
• Fluent in English (Bilingual preferred)
• Excellent overall driving record
• Energetic and outgoing personality
• Well-groomed appearance
• Effective time management and punctuality
• Thorough knowledge of the area being serviced
• Preferred experience in the field of hospitality, customer service, communications, and marketing
• Respect for traffic laws and fellow drivers

Freebee's goals are to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. The objectives for attaining this goal before starting service in any new community include:

- Identifying any potential unsafe conditions.
- Develop potential solutions to eliminate and minimize hazards.
- Continue to monitor and control all safety risks.
- Establish and maintain policies regarding transit operations and employees.
- Provide adequate guidance, policies, education, training, and support to all transit employees.
- Maintain a formal process for managing safety related accidents/incidents.
- Ensure compliance with all applicable federal, state, and local regulations and laws.
- Monitor current industry standards and trends.
- Ensure annual vehicle safety inspections for the transit fleet.
- Provide an inspection and maintenance program that keeps the transit fleet in a safe and operable condition.
- Complete audits and reviews as required by Freebee's SSPP.

Freebee's policy statements underline the absolute commitment of the organization to create and maintain a safe working environment. There is a legal duty for employees to follow company guidance, taking reasonable care for themselves and for the safety of others whilst at work.

BEEFHOL-01 JCHANEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2021

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	CONTACT NAME: Johnalynn Chaney
Donner-Farber & Associates 723 South Street Berlin, PA 15530	PHONE (A/C, No, Ext): (814) 267-4654 102 FAX (A/C, No): E-MAIL ADDRESS: chaney@donner-farber.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Scottsdale Indemnity Company	15580
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Beefree Holdings, Beefree LLC, DBA Free Bee
2312 North Miami Avenue
Miami, FL 33127

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR			CPS7456859	10/12/2021	10/12/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			QFI0002289	10/12/2021	10/12/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

See Notes

Certificate Holder Note:

2021 Ford Transit 350
1FDVU4X81LKB07690
Cost New $150,000
SEE ATTACHED ACORD 101

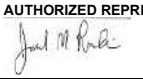
CERTIFICATE HOLDER

Beefree Holdings, Beefree LLC,
2312 North Miami Avenue
Miami, FL 33127

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2021

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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
NEA Insurance Group, LLC
8700 W. Flagler St., Suite 401
Miami FL 33174

CONTACT NAME: Margy Zuniga
PHONE (A/C, No, Ext): (305) 221-2400 **FAX (A/C, No):** (305) 221-2411
E-MAIL ADDRESS: mzuniga@neains.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Co	10335
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Beefree, LLC, DBA: Freebee
2312 N Miami Avenue
Miami FL 33127

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-50607	03/27/2021	03/27/2022	☒ 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

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

CERTIFICATE HOLDER
Florida Department of Transportation
1000 N.W. 111th Avenue
Miami FL 33172

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

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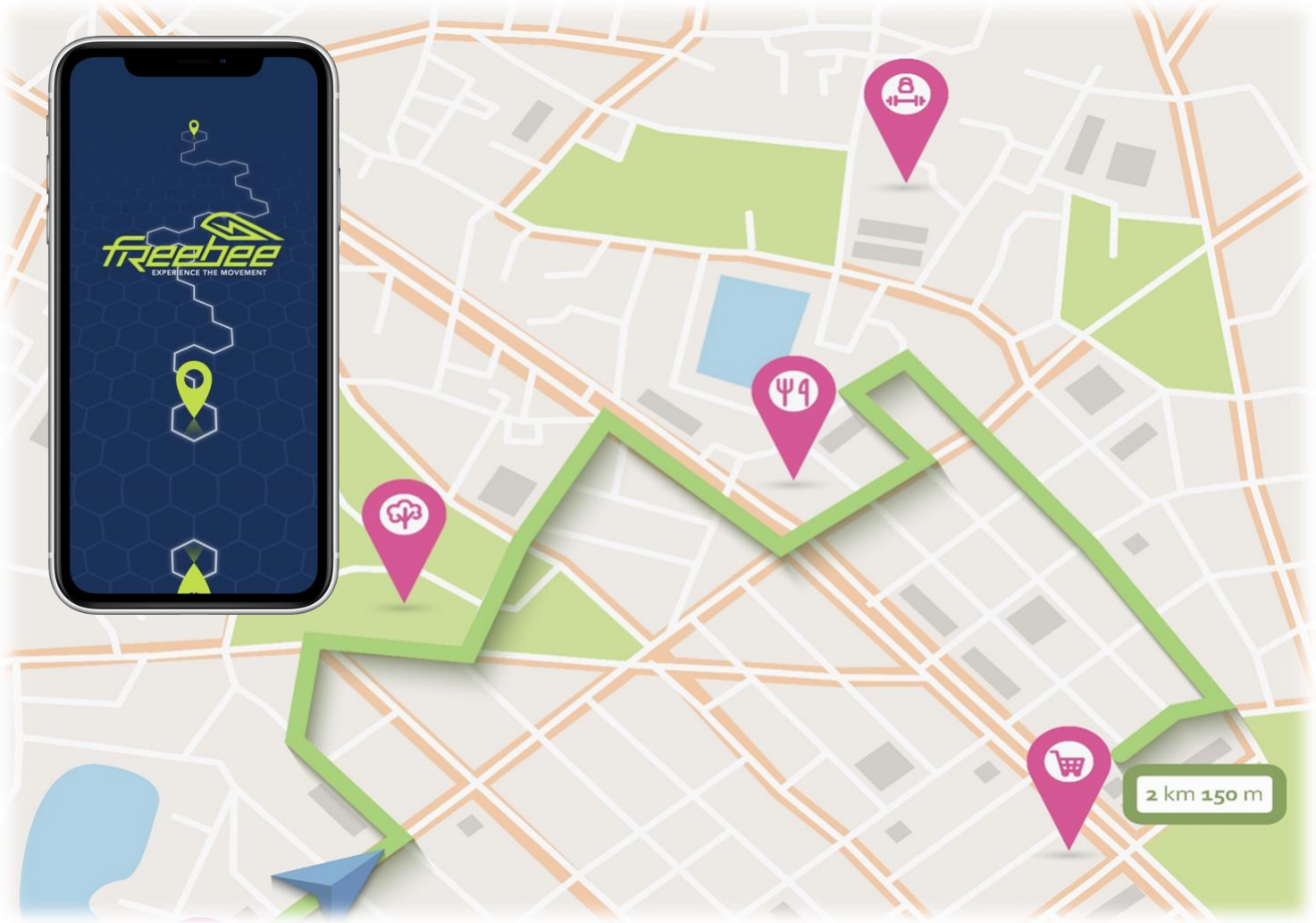
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EXPERIENCE THE MOVEMENT

IT'S ELECTRIC!

FREEBEE EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR VEHICLE TRANSIT SYSTEMS

October 2020



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SECTION 2: Introduction

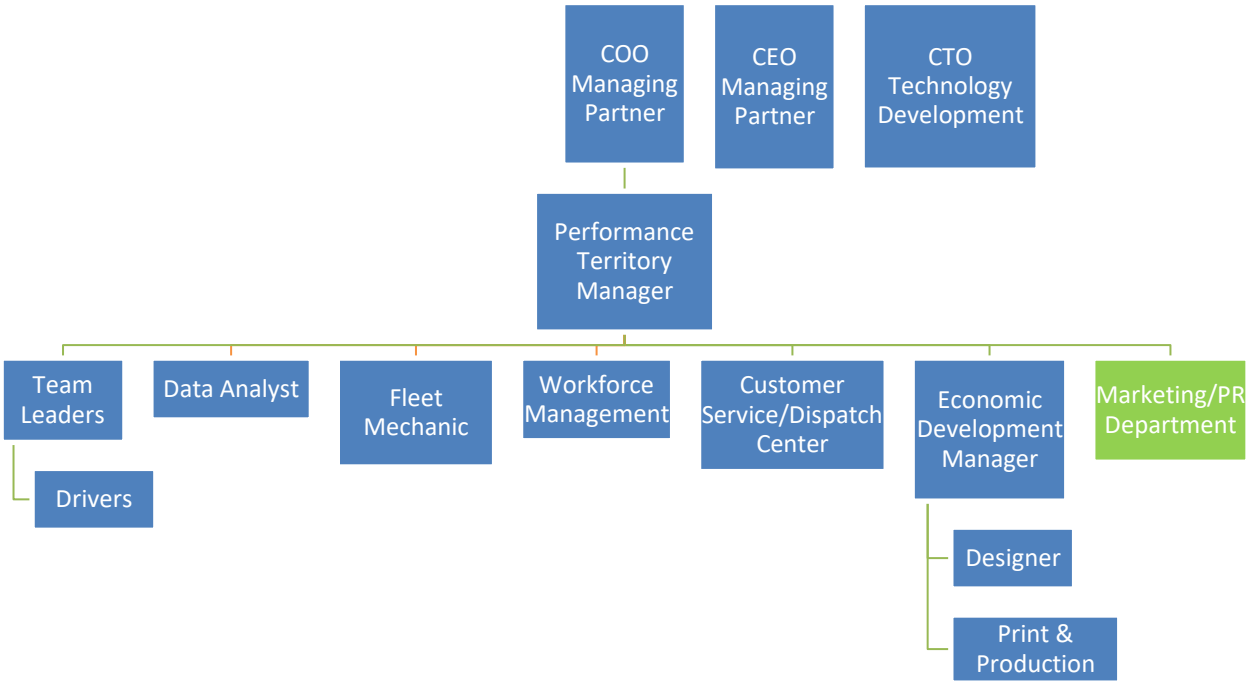
2.1 Company Overview

Freebee is changing the way people experience South Florida, physically moving the masses through FREE, electric transportation. In addition to being a fun, alternative transportation option, each Freebee car simultaneously hosts its own marketing campaign for a variety of clients, which include both national brands and local businesses, allowing consumers to become more familiar with each product, service, or establishment.

As a "going green" advocate, Freebee fully supports South Florida's Climate Action Plan by serving the community while operating on clean energy, so when riding Freebee, the passengers become a part of the solution in the efforts to reduce carbon emissions from beautiful local neighborhoods.

Free rides can be taken by simply downloading the Freebee app, requesting a ride, and jumping onboard! Freebee drivers will take passengers around town in the customized, eco-friendly cars, while connecting them to all the deals, discounts, and "Freebees" at the final destination!

Freebee's headquarters is based in the heart of Miami, Florida. The company was co-founded by Jason Spiegel and Kris Kimball in 2012. Below is the organizational chart for Freebee:



The following is a list of Key Personnel Duties & Responsibilities:

- **COO -** Responsible for overseeing the entire MDC project scope and ensuring that our MDC Territory Performance Manager is executing at the highest level possible.
- **MDC Performance Territory Manager -** This individual will be responsible for the day to day operation ensuring overall customer satisfaction with both MDC and the community members. The performance manager will constantly monitor and improve all performance metrics.

- **MDC Team Leaders -** Team Leader drivers, who are essentially managers in training, also serve as a second set of reliable eyes and ears out on the road for the Performance Manager. Their job is to provide even more leadership to their fellow drivers in terms of logistics and tricks of the trade to better service guests. Team Leaders send daily recaps to their Performance Manager to ensure that no stone is left unturned, and weekly meetings between Team Leaders and Performance Managers help to ensure that everyone is on the same page and that consistent messaging is being passed down to the rest of the staff, as well as to our passengers.
- **MDC Drivers | Community Ambassadors -** These individuals are responsible for safely and efficiently operating (driving) the vehicles each day, providing passengers with a first-class transportation experience.
- **Technology Development (CTO) -** Leads all of our programming, technological architecture, design/development, and product support of the *Ride Freebee* mobile app, as well as *BEELINE*.
- **Fleet Mechanic -** Provides safety leadership for the vehicle maintenance department, including all maintenance personnel and equipment. In addition to providing real time maintenance support, the designated fleet mechanic is in charge of auditing maintenance work practices and identification of methods to improve safety, compliance and reliability of the fleet.
- **Workforce Management -** Responsible for the management of processes used to optimize the productivity of our drivers and system. Workforce Management plays a key role in maximizing performance levels and competency for the rest of the operations team, to maximize productivity.
- **Customer Service/Dispatch Center -** These individuals will be responsible to provide customer service support, product support, and dispatching of rides for individuals who request service through the call-in number.
- **Economic Development Manager -** Responsible for establishing and communicating the daily, weekly, and monthly plan to exceed our company goals pertaining to connecting users of the service with local businesses.
- **Designer + Print + Production -** Freebee has a full in-house creative and video team, from designers to videographers. These in-house resources have given Freebee the ability to create an extremely effective ridership outreach program that has shown 100% success rate to continuously increase ridership within our areas of operation.
- **Marketing/PR -** Responsible for generating awareness about the service and continuing to drive ridership.
- **Data Analyst -** Will help design, create, and monitor custom data reports to help guide decision-making, and ultimately improve operational efficiencies.

Freebee proudly serves the following areas:



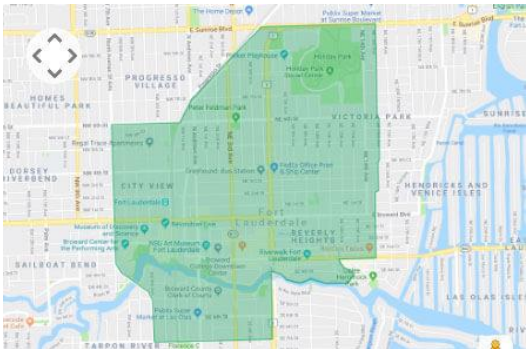
COCONUT GROVE



CORAL GABLES



DORAL



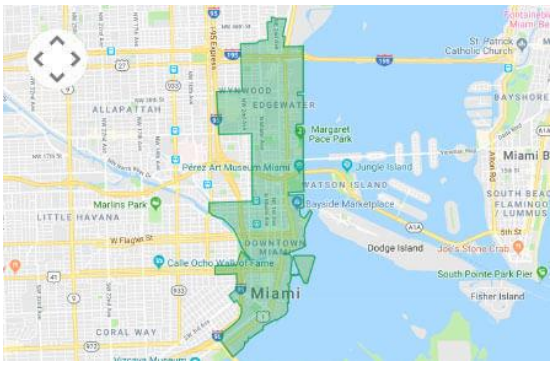
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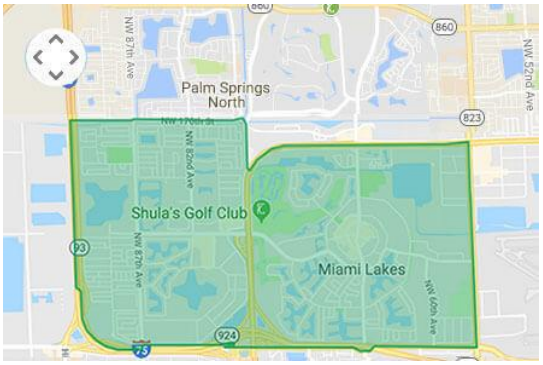
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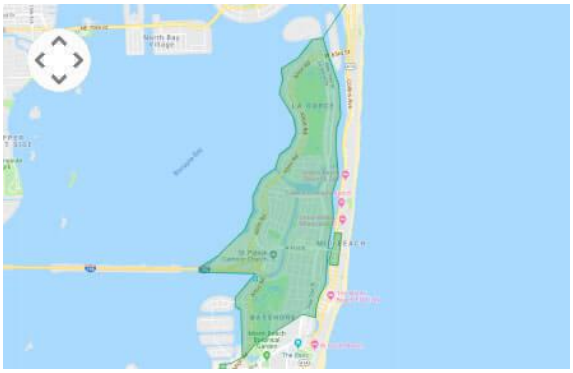
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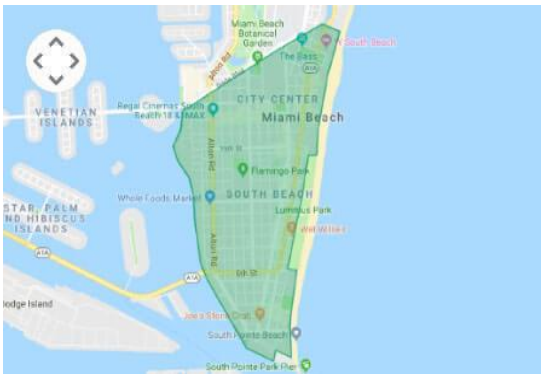


MIAMI

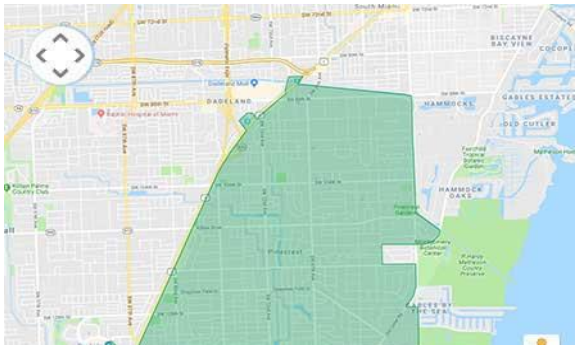


MIAMI LAKES





MID & SOUTH MIAMI BEACH

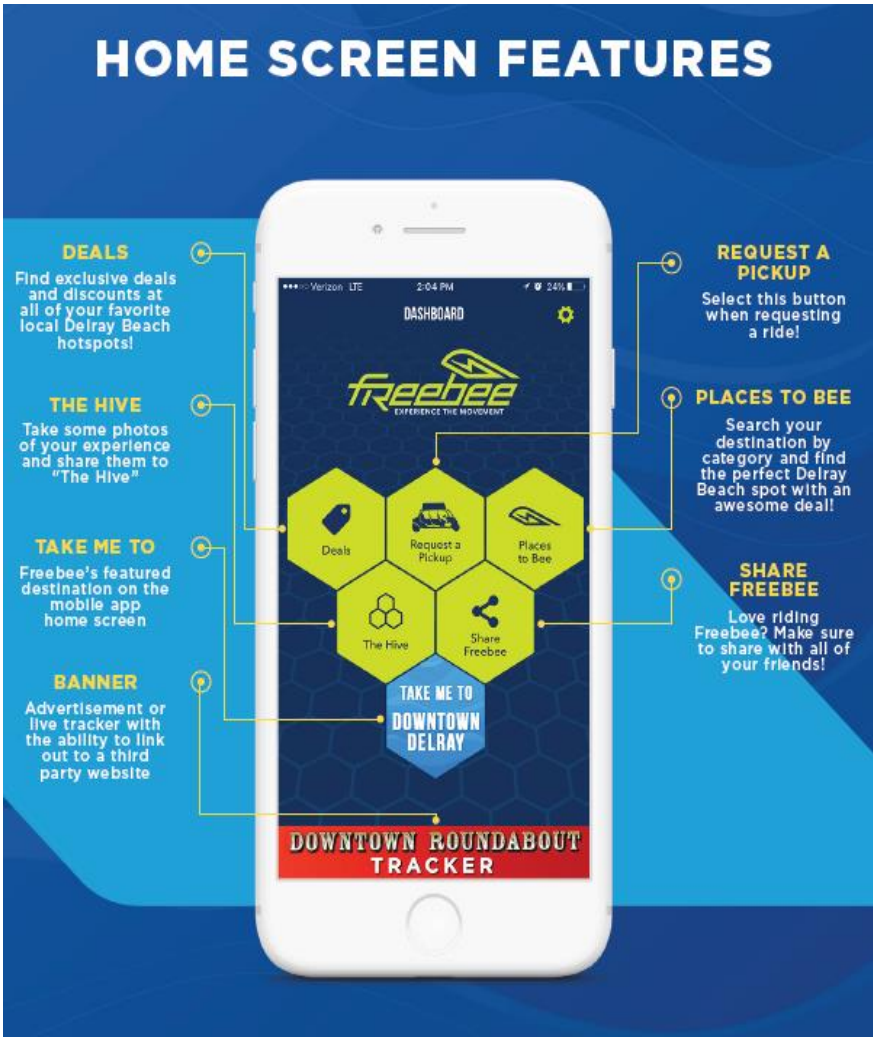


PINECREST

2.2 Technology

Ride Freebee is a real-time passenger information system that can inform riders of the expected time of arrival, as well as provide real-time analytical data for Freebee employees and supervisors. Through the use of GPS technology in the Ride Freebee application, all vehicles are tracked and the system predicts accurate arrival times based on the passenger's expected pick up location. Information is constantly updated for the driver and the passenger when taking into account traffic patterns and other delays.

The application permits drivers to be rated by passengers, and vice versa for passengers to be rated by drivers. Passenger to driver ratings provide for the ability to properly evaluate customer service levels at the driver level. Driver to passenger ratings facilitate for drivers to assess if any passengers pose a potential threat to any Freebee team member, and therefore, improves overall employee safety.



Other analytical data includes average ride times, most common destinations and pick up locations, average number of passengers, passenger demographic information, average wait times for pick up, number of users, number of rides flagged down versus requested via app, and other statistical information. The analytical information from the Freebee application allows for the accurate reporting to Freebee management and clients on Ride Freebee utilization to facilitate the constant evaluation and improvements to existing operations.

The following image is the Home Screen of the Freebee application that depicts the user/passenger features.

2.3 Manual Purpose

This document was developed as a Standard Operating Procedures Manual and System Safety Program Plan (SSPP) for the purpose of establishing internal policies and procedures to facilitate a uniform system for Freebee operations. It is intended to serve as a guide offering best practices in

the areas of safety, security, and operational efficiency. This Manual provides technical assistance and guidance to all Freebee drivers/operators in accordance with Chapter 341.06(2), Rule 14-90 FAC.

Freebee's goals are to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. The objectives for attaining this goal include:

- Identifying any potential unsafe conditions.
- Develop potential solutions to eliminate and minimize hazards.
- Continue to monitor and control all safety risks.
- Establish and maintain policies regarding transit operations and employees.
- Provide adequate guidance, policies, education, training, and support to all transit employees.
- Maintain a formal process for managing safety related accidents/incidents.
- Ensure compliance with all applicable federal, state, and local regulations and laws.
- Monitor current industry standards and trends.
- Ensure annual vehicle safety inspections for the transit fleet.
- Provide an inspection and maintenance program that keeps the transit fleet in a safe and operable condition.
- Complete audits and reviews as required by the SSPP.

2.4 Disclaimer

This Manual summarizes the various policies and procedures used by Freebee. This Manual is not unalterable and shall undergo periodic updates on an as needed basis. Freebee reserves the right to modify, revoke, suspend, terminate, or change the language of this Manual, in whole or in part, at any time, with or without notice.

SECTION 3: Definitions

3.1 Definitions

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

1. **"Bloodborne pathogens"** are microorganisms that can cause disease when transmitted from one person with an infectious or contagious condition to another.
2. **"Bus"** means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:
    a. Type I means over 22 feet in length, including bumpers.
    b. Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.
3. **"Bus Transit System"** means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.
4. **"Community Transportation Coordinator"** means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.
5. **"Company Business"** is defined as driving at the direction, or for the benefit, of employer. It does not include normal commuting to and from work.
6. **"Department"** means the Florida Department of Transportation.
7. **"Drive"** or **"Operate"** means all time spent at the controls of a bus in operation.
8. **"Driver"** means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.
9. **"FMVSS"** means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.
10. **"For Compensation"** means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.
11. **"Manufacturer"** means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.
12. **"Mobility Device"** is a device designed to assist walking or otherwise improve the mobility of people with a mobility impairment. Examples include walkers, canes, crutches, braces, wheelchairs, power wheelchairs, or electric scooters.
13. **"Moving violations**" are defined as a breach of traffic laws, which occurs while the vehicle is in motion. Examples include, but are not limited to, speeding, careless driving, failure to stop, failure to yield, and reckless driving.
14. **"Off-Duty"** means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the

maximum allowed on-duty hours within a 24-hour period.

15. **"Onboarding"** is the process of integrating a new employee at an organization to facilitate the acquisition of skills, knowledge, and behaviors necessary to be successful in the position through formal processes and informal means.
16. **"On Duty"** means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:
    a. Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
    b. Inspecting, servicing, or conditioning any vehicle.
    c. Driving.
    d. Remaining in readiness to operate a vehicle (stand-by).
    e. Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
17. **"Passenger"** means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.
18. **"Paratransit"** means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.
19. **"Safe Condition"** means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.
20. **"Safety Review"** means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.
21. **"Security"** means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.
22. **"Security Program Plan"** or **"SPP"** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.
23. **"Security Review"** means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.
24. **"Service Animal"** is defined by the Department of Transportation as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability, regardless of whether the animal has been licensed or certified by a state or local government.
25. **"System Safety Program Plan"** or **"SSPP"** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

26. **"Taxicab"** means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.
27. **"Trailer Bus"** means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.
28. **"Twenty-four Hour Period"** or **"24-Hour Period"** means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.
29. **"Unsafe Condition"** means anything which endangers human life or property.
30. **"Personal wireless communications device"** means an electronic or electrical device that was not provided by the bus transit system for business purposes.
31. **"Use of a wireless communications device"** means use of a mobile telephone or other electronic or electrical device, hands- on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.
32. **"Wireless communications device"** means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

SECTION 4: Vehicle and Equipment Standards and Procurement Criteria

4.1 Vehicle Specs

Freebee utilizes two (2) types of electric and zero emissions vehicles for transporting passengers throughout the various sectors within Miami-Dade and Broward Counties:

1. GEM e6 Low Speed Vehicle
2. Lightning Systems Zero Emission Ford Transit LEV120 Passenger Van

Electric and zero emissions vehicles are important for the preservation of the environment. Freebee utilizes the following electric vehicle type for transportation services.

Battery electric vehicles (BEV): have a battery pack and an electric motor instead of a fuel tank and an engine. The battery is the vehicle's sole source of power and must be recharged, often from the electric grid. These vehicles are equipped to handle urban and suburban routes, characterized by frequent stops and starts, high idle times, lower average speeds, and a daily range of 200 miles or less. Furthermore, the electricity used to power the vehicle can cost less than diesel fuel further lowering operational costs. As battery technology continues advancing with increased use of electric vehicles, overall costs of BEVs and their batteries are projected to decrease over time.

GEM e6 Battery Ranges:

Four battery options allow you to choose exactly which batteries fit your driving needs the best. Whether you only run short errands or shuttle people all day, GEM® has the right batteries for you.

Flooded Electrolyte - Value battery requires regular maintenance.

Distance Maintenance Free - For increased confidence, especially in hilly terrain.

Lithium-Ion 8.9 kWh - Lightweight and hard-working for maximum range and 3X more battery life.

Lithium-Ion 12.4 kWh - Maximum range for shuttle and other high demand applications.



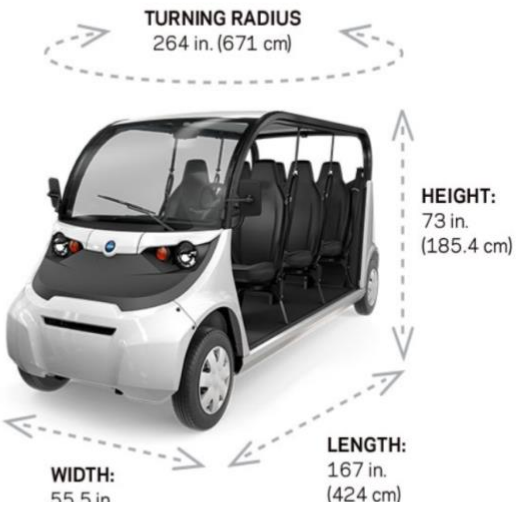
GEM e6 Low Speed Vehicle Specs:

MODEL SPECIFICATIONS

Engine & Drivetrain	
Battery Voltage	48V AC
Drive	Direct Front Wheel
Motor Size	8.7 HP (6.5 kW·h)
Motor Type	AC Induction
Top Speed	25 mph

Dimensions	
Cubic Feet of Cab	177 ft³ (5 m³)
Estimated Dry Weight	1,696 lb (769 kg)
Ground Clearance	8 in (20 cm)
GVWR	3,000 lb (1,361 kg)
Overall Vehicle Size (L x W x H)	167 x 55.5 x 73 in (424 x 141 x 185 cm)
Payload Capacity	1,304 lb (591 kg)
Person Capacity	6
Rear Cargo Box Capacity	330 lb (150 kg)
Turning Radius	264 in (671 cm)
Wheelbase	134 in (340.4 cm)

8.7 HP	25 MPH	1,304 LB
Motor Size	Top Speed	Payload



Tires / Wheels	
Front Brakes	Disc
Rear Brakes	Hydraulic Drum
Tires	13 in. street-rated 155/80 R13

Suspension	
Front Suspension	MacPherson Strut - 5.6 in (14 cm)
Rear Suspension	Independent Trailing Arm - 6 in (15 cm)

GEM e6 STANDARD FEATURES

- All bucket seats
- Legroom – 43 in
- Adjustable seat sliders
- 3 pt safety belts
- Adjustable driver seats
- Street legal
- Integrated Backup Camera
- LED Headlights
- LED brake lights and signals
- Self-cancelling turn signals
- Grab handles, dome light, and accessory outlet
- Automotive safety glass
- Windshield wiper
- Front wheel disc brakes
- Regenerative braking
- Steering – rack and pinion
- Automotive style suspension – Front MacPherson Strut 5.6 in (14 cm) travel / rear dual – a-arm, IRS 5.9 in (15 cm) travel
- 48V AC drive
- 1 kW onboard charger with 25' (7.6 m) charging cords that plugs into any 110 V outlet
- Flooded batteries
- Durable, non-slip flooring
- Weather resistant, charcoal seats

e6 OPTIONAL FEATURES

- Rubber floor mats
- Windshield washer
- In-dash defrost
- Heater
- Sun Visor
- Stereo
- Tilt steering
- Right hand drive steering
- Electronic power steering
- Premium LED Headlights
- Two-toned Gray seats
- Rear window
- Rugged Front & Rear Bumper Set
- Chrome Front & Rear Bumper Set
- Full doors
- White or Black body color
- 14 in aluminum wheels
- Beacon light
- Light bar
- 3 kW or 6 kW J1772 charger
- Maintenance free battery
- Li-Ion battery
- Rear carrier options



Lightning Systems Zero Emission Ford Transit LEV120 Passenger Van Specs:

- Battery-electric vehicle
- Fast, smooth, and quiet
- Installation, maintenance, and service performed by certified partners
- Up to $90,000 per vehicle vouchers available now in California. Call today for expert incentives support.

Lightning Electric Ford Transit Passenger Van



SPECIFICATIONS

Base Chassis	Ford Transit 350HD Passenger Van	
GVWR	10,360 lbs	
Minimum Wheelbase	148 in	
Electric Vehicle Supply Equipment (EVSE)	Level 2 (6.6 kW) and Level 3 (up to 50 kW) with J1772 CCS Combo	
Efficiency	61 MPGe / EPA City and 66 MPGe / EPA Highway	
All Electric Range*	60 miles	120 miles
Battery Capacity	43 kWh	86 kWh
Charge Time	5.5 hours (Level 2) 1 hour (Level 3)	11.25 hours (Level 2) 1.5 hours (Level 3)
Payload and Passenger Capacity**	2,500 lbs 15 passengers	1,700 lbs 11 passengers
Maximum Speed	65 mph (electronically limited)	
Peak Power	215 HP (160 kW)	
Torque Rating (after transmission)	733 lb-ft (994 Nm)	
Warranty	✓ Base Chassis: Ford standard warranty ✓ EV Conversion: Lightning Systems standard warranty (Powertrain and battery 5 year / 60,000 miles)	
Analytics	✓ Preventive Maintenance ✓ Range Analysis ✓ Driver Behavior	

4.2 Wheelchair Ramp Equipment Specs

Freebee utilizes a fully automatic Federal Motor Vehicle Safety Standard VSS 403 compliant wheelchair ramp lift compatible with all Freebee vehicles. The lift shall have been tested to a minimum static load of 2400 lbs. The lift shall have 800 lbs. or 1000 lbs. rated lifting capacity. Below are the features of the wheelchair ramp:

- The power supply shall be a 12-volt electro-hydraulic system operating 2 single-acting cylinders. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design.
- The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied. The hand control for lift operation shall be of a one-hand operation design made of durable plastic.
- The hand control will provide user with illuminated functions. The hand control cable shall be coiled. A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform.
- The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches and a minimum usable length of 51 inches requiring a 57-inch vertical clear door opening. The sides of the platform shall be a minimum of 2-1/2 inches high. The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction.
- The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements.
- Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4-inch minimum diameter, minimum 30 inches in height, minimum of 8 inches in length, and withstand a 100 lbs. of force in any direction (including vertical) without permanent deformation.
- The lift must have a failsafe system to prevent stowing if solenoid welds. The platform shall have "built in" lighting to meet 404 platform lighting requirements with no auxiliary lighting.



NCL2 Century Series™ Features

- Fully automatic NHTSA compliant lift, operated by an attendant
- Loading position - either direction
- Interfaces with OEM interlocks
- Lift mounted lights - platform illuminated as it deploys
- Hand control with illuminated functions
- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents movement if occupied
- Pump design prevents platform folding when occupied, quiet operation and low current draw
- Durable redesigned baseplate reduces lift weight and allows for quicker and easier service of hose/ wiring
- Easily installed, step-by-step installation instructions, no peripheral hardware required
- Visual and audible warning provides notification of unsafe conditions
- Spring-loaded outer barrier that will transition to the fully up position as the platform leaves the ground, has durable rubber nose guard and is powder coated yellow for safety and high visibility
- Parallel arms lift with hydraulic cylinders
- Side or rear door application
- Several platform widths and lengths
- Dual handrails for security and convenience
- Bridging feature permits the wheelchair user to board the lift from sidewalks or inclines
- Floor to ground travel is 48"
- Lifting capacity is 800 lbs (1000 lbs lifting capacity model available)
- Integrated back-up pump
- Equipped with an adjustable anti-rattle feature to avoid unpleasant noise in the vehicle during transit
- Durable high-gloss powder coated finish
- Lift-Tite system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components

It is important to note that there is at least one (1) Freebee Wheelchair accessible vehicle in each sector at all times. The passenger may specifically request this vehicle through the RideFreebee mobile application.

4.3 Use of Equipment

Freebee provides employees with the equipment needed to perform their duties and responsibilities. None of the Company-issued equipment should be used for personal use, nor removed from Freebee property or vehicles unless it is pre-approved by Management.

Property of Freebee, including computers, tablets, phones, and other electronics should be used only for conducting Company business. Personal use of Company-issued equipment is not permitted. Information stored in all Company equipment shall be handled and treated as confidential and proprietary confidential information. Employees are not permitted to download and/or install any software, applications, documents, or other items on Company-issued equipment that is not provided by Freebee in order to avoid corrupted files or applications that may cause viruses or other damages.

This policy reaffirms that Freebee employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail, text or instant message, voicemail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer or voicemail system, or company-issued cell phone or iPad/tablet computer. Employees have no right to privacy in any matter, whether personal or business-related, stored in, created, received or sent through the company's email, internet, computer or voicemail systems or company-issued cell phones and iPads/tablet computers. The company reserves the right to monitor the use of its voicemail and computer systems and company-issued cell phones and iPads/tablet computers, including but not limited to e-mail, internet use, website history, call and text message history and history of materials, data and files downloaded or uploaded. The company also reserves the right to retrieve and read any text or other message composed, sent, or received using the company email or computer systems or Town-issued cell phones and iPads/tablet computers. Monitoring and retrieval may occur at any time without prior notice.

Employees using the internet are prohibited from transmitting any material or using the internet in violation of any federal or state law. This includes but is not limited to copyright infringement, engaging in discrimination or harassment, or the communication of unlawful materials. The company's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, province or other local jurisdiction.

The company recognizes that brief and occasional personal use of e-mail and the internet is acceptable as long as it is: (1) not excessive or inappropriate, (2) is restricted to non-working time (i.e., during break time or meal periods), (3) does not violate any of the prohibitions listed in this Employee Manual, (4) not in support of a personal business venture, (5) has no video, graphic, picture, or massive attachments, (6) not a chain letter or transmission of unsolicited commercial mail ("spam"), (7) does not violate the law, and (8) does not interfere with the company's business operations or cause congestion, disruption, or impairment of the company's networks or systems. The company reserves the exclusive right to determine whether any personal email use is inappropriate, excessive and/or violates this policy.

Employees are expected to exercise professionalism in all business communications including those in electronic and voice format.

Freebee's Harassment-Free Workplace policy also applies to an employee's use of the company's computer system, internet, email, voicemail and company-issued cell phones and iPads/tablet computers.

Freebee expressly prohibits the following:

1. Discourteous communication to or about other persons, or other organizations.
2. Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
3. Sending or soliciting sexually oriented messages or images including accessing any adult (pornographic) websites.
4. Issuing or forwarding chain mail and other frivolous messages.
5. Accessing gambling or hate group websites.
6. The circulating of jokes, comics or non-job related computer graphics.
7. Personal/private employee blogging or personal/private use of such social media websites including, but not limited to, Facebook, Twitter, You Tube, and LinkedIn.
9. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
10. Sending, receiving, printing, posting, or otherwise disseminating proprietary data, company logos or other confidential information of Freebee in violation of any policy or proprietary agreements.

When utilizing e-mail and chat features, etiquette is important. The strategies for effective communication are as follows:

- Whenever possible, avoid communicating through e-mail on a sensitive subject that should be addressed in person;
- communicate confidential information in another form other than e-mail;
- check for accuracy and use correct grammar, spelling and punctuation;
- read all messages and respond regularly;
- avoid the use of typing a message in all capital letters;
- be careful not to use the 'Reply All' function when not intended, for e.g., system-wide distribution;
- ensure that messages are deleted or saved; the server should not be used to permanently store messages.

All Freebee vehicles are equipped with first aid kits and fire extinguishers. See **Fire Safety & Fire Extinguisher Policy** for more information.

4.4 Procurement

All vehicles are compatible with the wheelchair lift ramp. However, there is always at least one (1) wheelchair accessible vehicle in each sector, which may be requested through the RideFreebee mobile application. All vehicles are owned and maintained by Freebee. Owning the vehicles in comparison to leasing the equipment is considerably less expensive and facilitates a long service life. Procurement of purchased electric vehicles also provides the advantage of Freebee to utilize the vehicles it wishes on demand, rather than what is provided or available by the certified approved contractor.

Only authorized persons may purchase equipment and supplies in the name of Freebee. No employee whose regular duties do not include purchasing may incur any expense on behalf of Freebee. Employees who purchase goods and services for Freebee must be familiar with and adhere to all Company policies on purchasing and fraud prevention. Without a properly approved purchase order,

Freebee is not obligated for any purchase and responsibility for such purchase rests with the employee. All expenses over the amount of $500.00 must be pre-approved by the CEO.

Changing of contractors would require sourcing various organizations offering the same product and service. Preferably a minimum of three (3) proposals are collected for review. The policy of obtaining a minimum of three (3) proposals may be waived should there be a lack of contractors offering the specialized service and/or product. All changes in contractors and purchases of goods or services over $500.00 must be pre-approved by the CEO.

New vehicles shall be procured when the electric vehicle has reached its end of life. Most electric vehicle batteries on average offer warranty for five (5) years. In addition to vehicle age and mileage, other replacement factors include life cycle maintenance costs and overall vehicle condition. The Fleet Safety Committee shall determine if a vehicle is taken out of service, replaced and/or disposed of.

All procurements shall meet the minimum requirements:

- The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating, gross axle weighting, or tire rating.
- Structural integrity that mitigates or minimizes the adverse effects of collisions.
- Federal Motor Safety Standards.
- Equipped with the following features:
    - Mirrors
    - Wiring & batteries
    - Brake interlock system
    - Warning/alert system
    - Handrails
    - Flooring, steps, and thresholds
    - Doors
    - Emergency exits
    - Tires and wheels
    - Suspension
    - Steering & front axle
    - Seat belts
    - Safety equipment
    - Wheelchair lifts, ramps, or securing devices

4.5 Expense Reimbursement

It is possible that Freebee employees, from time to time, may incur expenses that are eligible for reimbursement. Employees traveling and conducting business on behalf of Freebee should submit the appropriate reimbursement form to the immediate supervisor for review and approval together with the detailed receipt(s).

4.6 Advertisement on Vehicles

Freebee vehicles may have paid advertisements that are considered revenue generation permissible by the clients served. The advertisements are in compliance with all local regulations.



While generally these advertisements do not generate enough to completely sustain the entire operation, the monies may be shared with the municipalities for operational expenses.



SECTION 5: Employment

5.1 Employee & Driver Selection

Freebee Drivers/Brand Ambassadors are more than a typical vehicle operator. The Freebee Driver/Brand Ambassador position is one of the most important positions in the company. This position serves as the face of the organization and interacts the most with the general public by educating the public on Freebee services.

As Brand Ambassadors, the employees require a set of skills that ensure passenger safety at all times as well as other intangible traits to service the passengers in a concierge and professional manner.

The recruitment and selection process for the Driver/Brand Ambassador positions follow the below process:

- Identification of the hiring need in the designated service area
- Developing a recruitment plan for the position
- Position advertisement
- Identification of viable candidates that meet the minimum requirements
- Short-listing the viable candidates based on the preferred skills and experience
- Conducting a telephone screening
- Conducting a face-to-face interview
- Conducting a professional reference check
- Verification of past employment history
- Conducting a criminal background screen, driving record screen, and drug screen
- Extending a conditional offer of employment contingent upon successful completion of the Department of Transportation (DOT) new hire medical examination
- Upon acceptance of conditional offer of employment, sending the candidate for the DOT new hire medical examination
- On-boarding of the candidate

The following list depicts the minimum requirements and preferred skill sets and experience for the position of Driver/Brand Ambassador:

- Valid Florida driver license
- Must be at least 21 years of age – exceptions may be made on a case by case basis
- A minimum of two (2) years of driving history
- Excellent overall driving record
- Energetic and outgoing personality
- Well-groomed appearance
- Effective time management and punctuality
- Excellent written and verbal communication skills
- Bilingual is preferred
- Must own a smart phone
- Thorough knowledge of the area being serviced
- Preferred experience in the field of hospitality, customer service, communications, brand activation, events, and marketing
- Respect for traffic laws and fellow drivers

Employees with disabilities may also be eligible to serve as drivers. Freebee is an Equal Employment Opportunity and will make reasonable accommodations to facilitate employees with disabilities.

Employees are required to report all non-moving and moving traffic violations, arrests, pleas, convictions, and outcomes of any/all court cases immediately to his/her immediate supervisor. Convictions and other information disclosed by candidates or revealed through background checks will influence the hiring decision and continued employment only if considered by the company to be relevant to the duties of the position and the company's responsibilities to the public.

For convictions, past history, and other past conduct deemed potentially relevant, the following will be considered:

- The nature and severity of the offense or conduct,
- The nature of the position, and
- A candidate's or employee's explanation of a past event and other contextual information, including the candidate's age at the time or conduct and the time elapsed since.

The employee selection and review process for backgrounds shall be conducted by Human Resources with final approval from Senior Management. Convictions and other information disclosed by candidates and employees or revealed through background checks will be handled confidentially by Human Resources. Information will be retained as required by law and shall be maintained separately from the main personnel file.

In addition to criminal and driving records checks, Freebee adopts a Drug-Free Workplace Program in accordance with Chapter 14-90.004(3)(h) and a substance abuse management and a testing program pursuant to 49CFR parts 40 and 655. All new hires shall undergo a drug and alcohol screening prior to his/her first day of employment. As noted in the conditional offer of employment, any applicant/employee who fails the drug and alcohol screening shall immediately be disqualified and/or terminated from employment effective immediately. It is important to note that Freebee is an equal employment opportunity employer and does not discriminate against past drug and alcohol abuse. The current usage of illegal drugs and alcohol are not permitted. Employees who voluntarily request assistance shall be referred to the Employee Assistance Program through the company health insurance. A physician or treatment center may require regular drug and alcohol testing during the treatment period, of which Freebee will be financially responsible for.

Lastly, new hires are required to undergo a pre-employment medical examination using Form 725-030-011 (See Appendix) as a new driver. Freebee must have the Medical Examination Form 725-030-011 on file signed by a medical examiner and driver for each driver dated within the past twenty-four (24) months.

See **Recurring Requirements for Drivers** section for more information on annual criminal and driving history checks.

5.2 Employee Onboarding & Orientation

New hire impressions are a critical aspect in the overall success of the recruitment process. A well-organized onboarding process helps ensure there is a positive impression of the organization, which drives retention and engagement. This section governs the onboarding and orientation processes and sets out roles and responsibilities to ensure all new employees feel welcome and are familiar with their daily responsibilities and duties. The Employee Onboarding and Orientation process applies to all full-time and part-time employees.

New employees will receive an e-mail with the onboarding instructions to complete the following on

the human resources information system as well as confirm receipt of the following documents:

- W4
- Form I-9
- Direct Deposit
- Emergency Contact(s)
- Employee Contact Information
- Receipt of Employee Handbook

Orientation will be held by a Human Resources representative and/or Operations Manager covering the following topics:

- Employee welcoming
- Company overview
- Organizational structure and introduction to the team
- Employee benefits overview
- Employee policies & procedures overview
- Standard operating procedures overview
- New hire training videos
- Freebee mobile application login and setup
- Tour of the work areas
- Issuance of employee uniforms
- Next steps for hands-on training

5.3 Driver Training

Freebee drivers must have a combination of good driving skills, the ability to deal with the unexpected, such as diagnosing vehicle issues and responding to emergencies, assessing potential security threats and a knack for customer service and knowledge of relevant laws, such as capacity limits and compliance requirements related to the Americans with Disabilities Act. Training provides drivers the skills they need to excel in these areas as well as specific driving training. Drivers maneuver vehicles through busy city streets with frequent starts and stops. This type of work requires the drivers to stay alert and employ extreme care to ensure the safety of passengers and the general public.

The Freebee new Driver/Brand Ambassador training combines classroom education, hands-on equipment training, and behind-the-wheel training. A typical new hire Driver training takes approximately two (2) weeks to complete.

Classroom Orientation and Training

- Company overview
- Service areas covered
- Freebee Employee Handbook company rules and regulations

- Shift scheduling
- Freebee regulatory rules
    - Local, state, and federal regulations
    - Americans with Disabilities Act
- Customer service expectations and standards
- Sensitivity training
- Communication standards
- Wireless communication device proper protocols
- Technical driving skills overview
- General safety and security guidelines
- Emergency crisis procedures
- Vehicle cleanliness standards
- Equipment familiarization
- Vehicle inspections
- Recognition of hazards such as medical issues, external emergencies, vehicle issues, and natural disasters
- Application and device review
- Applicable local, state, and federal laws/rules/regulations



Behind-the-Wheel Training

Behind the wheel technical training focuses on the following:

- Vehicle maneuvering
- Equipment familiarization
- Vehicle inspections
- Route driving
- Defensive driving
- Safe vehicle operation
- Vehicle Inspections
- Boarding and alighting passengers
- Wheelchair lift & ramp operation
- Passenger assistance & securement

Defensive Driving Precautions and Standards:

- Identification of hazards such as other vehicles, pedestrians, signs and signals.
- Prediction of future hazards.
- Quick reactions to hazards as they appear.
- Controlling unintentional skids.
- Reactions to adverse driving conditions such as dust, smoke, fog, rain, and any other conditions that cause reduced visibility.

- Avoidance of collisions.
- Proper speed and distance control.
- Proper mirrors usage and blind spot awareness.
- Proper backing and parking techniques.
- Safe passing techniques and applicable passing laws.
- Sharing the road with pedestrians and cyclists.
- Avoidance of distractions such as texting, eating, drinking, grooming, and other actions that are unnecessary and unlawful while operating a moving vehicle.
- Physical and emotional fatigue awareness.
- Prohibited drugs and alcohol usage policy.
- Over the counter (OTC) and prescription drugs effects education.

As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

Any Freebee employees who conduct driving operations of the fifteen (15) passenger vehicles, including the driver, are required to obtain the For-Hire Chauffer License as defined by Chapter 31 Article II of the Miami-Dade County Code. For-hire chauffeurs are required to attend training every two (2) years. Renewal applications much also submit a physical examination in order to complete the renewal. See Appendix for the For-Hire Chauffeur Registration/Renewal Application with specific requirements.

5.4 Employee Performance Evaluations

It is the responsibility of each immediate supervisor to annually review his/her employees on work performance. In addition, each driver will have at least one (1) evaluation conducted per year. Should an employee have multiple supervisors during a one (1) year period, the evaluation may be reviewed and approved by two (2) supervisors. All performance evaluations are to be submitted and stored in the human resources information system.

In addition, each driver will have at least one (1) supervisor ride-a-long per quarter to evaluate the System Safety Program Plan including driving performance, compliance with policies, and defensive driving techniques. In addition, Freebee may engage in a mystery rider program or regular audits through the camera system onboard in which certain driver safety areas will be examined along with other requirements. All evaluation reports are reviewed with the driver and placed in their personnel folder. Any written complaints or warnings are also documented and placed in their personnel folder. Currently, Freebee utilizes a progressive disciplinary policy. Depending on the severity of the offense, a driver may be counseled, reprimanded, retrained, suspended, or terminated. The severe offenses are reviewed by the Transit Operator's committee to determine the level of fault and necessary punishment and/or course of action.

5.5 Recurring Requirements for Drivers

All full-time and part-time Freebee Drivers are subject to regular backgrounds checks and trainings in order to ensure a safe and secure working environment. Drivers must have a valid and legal drivers license.

The initial new hire background check conducted includes a criminal history check, employment history review, and driving record check. Freebee reserves the right to conduct checks and reviews for any employee in any position at any time. However, Drivers will specifically undergo a criminal record and driving history check on an annual basis.

In addition, Drivers will undergo a physical examination at the workers compensation clinic of the company's choosing every three (3) years. The physical examination conducted may specifically be the Department of Transportation or DOT Physical. This physical examination consists of the following:

- Completion of a Medical Examination Report Form 725-030-011 (See Appendix) listing all pre-existing and current health conditions provided by the medical facility
- Blood pressure measurement
- Vision examination
- Hearing examination
- Urinalysis for glucose levels and drug screen
- Overall lung, heart, and digestive track function and coordination

Should any employee receive poor results from the DOT physical or any other physical examination, it is possible that the medical physician require follow-up visits every certain number of months in order to show improvement in that condition.

Sometimes, drivers begin suffering from a condition (after receiving their DOT medical certificate) that makes it unsafe to carry out their responsibilities on the job. If this is the case, the driver must stop driving, have the condition treated, and then re-take the physical if recommended by the treating physician to ensure the driver's safety as well as that of the passengers.

Drivers who fail the physical will not be permitted to drive until he/she receives medical clearance to do so. It is important to note that employee medical records are protected by HIPPA regulations.

All medical examinations will be performed by an approved licensed doctor of medicine or osteopathy, physician assistant, registered nurse, or ophthalmologist/optometrist (visual section only). The health professional performing the examination will maintain the original executed form and issue a certification copy to Freebee that will be placed in the employee's medical file. Management will not allow any driver to operate a transit vehicle without having a completed medical examination certificated dates within the past twenty-four (24) months. All employee records are retained for a minimum of five (5) years past employment.

A return to duty medical examination is completed for any driver prior to returning to duty after having been off duty for thirty (30) or more days due to an illness, medical condition, or injury.

Employees will receive Incident Avoidance and Defensive Driving Training and other periodic Individual Driver Risk Assessments online at least every three (3) years. For more information on the criteria for Incident Avoidance and Defensive Driving, see Chapter 5 Safety Driver Training section.

Any Freebee employees who conduct driving operations of the fifteen (15) passenger vehicles, including the driver, are required to obtain the For-Hire Chauffer License as defined by Chapter 31

Article II of the Miami-Dade County Code. For-hire chauffeurs in Miami-Dade County are licensed and regulated to assure the passengers, as well as others utilizing the streets of Miami-Dade County, that the chauffeurs are competent to provide such service. All initial registration and renewal costs are the responsibility of the employee. See Appendix for the For-Hire Chauffeur Registration/Renewal Application with specific requirements.

Below is an extensive list of the recurring responsibilities of the Management team to ensure as driver operating requirements:

- Each driver's license of their employee is valid and legal.
- All their transit employees pass a full background check.
- Transit vehicles are operated in compliance with all applicable Local, State, and Federal regulations, ordinances, and laws.
- A driver shall not drive more than twelve (12) hours in a twenty-four (24) period or drive after having been on duty for sixteen (16) hours in a twenty-four (24) period. (Records will be kept through the timekeeping clock in/out system.)
- A driver shall not be permitted or required to be on duty more than seventy-two (72) hours in any period of seven (7) consecutive days. (Records will be kept)
- A driver is not impaired.
- Vehicles are inspected in accordance with the SSPP.
- A transit vehicle with any passenger door in the open position shall not be operated with passengers aboard.
- Sufficient lightning is available on all transit vehicles for passengers to enter and exit safely using the stepwells during darkness. Passengers may not occupy the stepwell or any area forward of the standee line while the vehicle is in motion.
- Passengers are not to stand on vehicles not designed for that purpose.
- When a transit vehicle is in motion, the driver must be properly secured with a belt in the driver's seat.
- Proper securing of all wheelchair passengers in designated areas.
- Passengers shall not be left unattended or in an unsafe location on the transit vehicles for longer than fifteen (15) minutes.
- Transit vehicles will not be used for any purpose other than what has been directed by Management.
- Proper accident/incident procedures.

5.6 Employee Responsibilities

Any change to an employee's name, address, telephone number, marital status, emergency contact information, dependents, insurance beneficiaries, and change in tax withholding exemptions needs to be reported in writing without delay to the Human Resources Department. Employees are also responsible for notifying their immediate supervisor of any change in name and telephone number.

Freebee Driver employees are dependent of maintaining a valid Drivers License to maintain their employment. Employees are required to keep the Department of Motor Vehicles advised of their current mailing address. In addition to having a legal responsibility to do so, the Department of Motor Vehicles uses mail to communicate about issues with driving privileges and missing such a communication can have a negative impact on continued employment. In addition to this responsibility, employees are required to notify Freebee Human Resources of all moving traffic violations, arrests, and convictions. Freebee shall evaluate each situation on a case by case basis and make a determine if the employee will continue employment.

5.7 Internet Usage

Employees are responsible for using the Internet in a manner that is ethical and lawful. Use of the Internet must solely be for business purposes and must not interfere with employee productivity.

5.8 Social Media Usage

The numbers of internet social media networks such as Facebook, Twitter, YouTube, Instagram, Snap Chat, LinkedIn, and others continue to grow rapidly in popularity. The Company recognizes these media platforms are powerful communication tools that have a significant impact on organizational and professional reputations. Freebee Drivers and Community Ambassadors are highly encouraged to promote social media posts and comments from riders.

Social media postings on behalf of the Company are only authorized by those employees with the permissions to do so from Management. Authorized Freebee employees are encouraged to engage in social media postings that positively impact the Company's professional reputation.

In addition, it is important to note that professional and personal social media lives may overlap. Social media postings by employees both in a professional and personal capacity must embody the Standards of Conduct listed in this Manual and the Employee Handbook to promote an environment free from harassment and discrimination. Employees are also prohibited from publicly posting any confidential company information. Freebee employees serve as ambassadors for community role models and professional etiquette.

5.9 Standards of Conduct and Customer Service General Guidelines

All Freebee employees are urged to become familiar with the Freebee Employee Handbook detailing the standard rules, policies, and expectations of conduct and customer service. This Manual reinforces said standards of conduct while employees execute their daily job duties and conduct Freebee business.

Freebee is committed to the highest standards of professional courtesy and ethical integrity, acknowledging that respect for self and others is the foundation of customer service excellence. Freebee cultivates an environment of mutual respect and responsibility. Freebee employees and riders have a right to be in a safe environment, free of disturbance and civil in all aspects of human relations.

Freebee vigorously opposes any form of discrimination and/or harassment against race, ethnicity, religion, age, gender, sexual identity, sexual orientation, and disability.

- We expect our employees to foster a working environment free of hostility.
- We expect a healthy, responsible, and friendly attitude to accompany all conversations with riders, employees, and other outside individuals.
- We expect that drivers encourage healthy conversations, despite the diversity or differences of opinion, by respecting all points of view.
- We expect that everyone has the right to be respected for his or her individuality.
- We affirm the right of freedom of expression within our community and affirm our commitment to the highest standards of civility and decency towards all.
- We reject all forms of discrimination, harassment, and discourtesy against political affiliations and beliefs.
- We recognize and appreciate diversity, take pride in our achievements, and celebrate our differences.

- We listen carefully and respectfully as others express opinions that may be different.
- We share opinions and concerns without loud or offensive language, gestures, or profanity.
- We treat each other with kindness, meaning as we would like to be treated.
- We do not threaten or cause bodily or emotional harm to others.
- We do not threaten or cause property damage.
- We do not bully, belittle, or tease another and we do not allow others to do so in our presence.
- We do not demean, and we are not obscene in any of our communication.
- We take responsibility for our actions by sharing information honestly and refraining from displays of temper.
- We cooperate with our team members by responding when they ask for assistance and offering our assistance willingly.

Freebee is an organization made up of Community Ambassadors who model these standards and hold each other and themselves accountable.

In addition to the above-mentioned employee expectations for excellent service, the perception of service is also evaluated on the following: vehicle cleanliness, driver appearance, driver driving skills, services hours of operation, frequency of service, accessibility to service, and information provided to riders. Any/all concerns may be described by the passengers in the survey immediately following the Freebee ride through the mobile application.

SECTION 6: Freebee Operational Standards and Procedures

6.1 Americans with Disabilities and Sensitivity Protocols

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. Having a disability in no way diminishes an individual's right to be treated equally and to benefit from public transit along with others in the community.

The following steps shall be followed when assisting passengers who use wheelchair/scooter mobility devices.

1. Vehicle must be to a complete stop in parked position.
2. Ensure the vehicle is in a safe location for passenger boarding.
3. Lower the vehicle a few inches.
4. Deploy the ramp.
5. Ensure a clearance space of at least five (5) feet.
6. Passengers must be able to independently board the vehicle.
7. Drivers must allow adequate time for people with disabilities to board and exit from vehicles.
8. Ensure the passenger is in the designated wheelchair/scooter location of the vehicle facing the front of the vehicle.
9. Secure the wheelchair/scooter into position.

The same steps are to be completed when the passenger is exiting the vehicle.

All customers are to be treated with respect and dignity. Employees must not make assumptions about customers' abilities. Customers with disabilities are to be provided the same information and choices given to all other customers. Customers may be asked if they require assistance, and if answered yes, the employee may ask how the customer may be assisted. If drivers are asked to repeat themselves, they shall do so calmly and pleasantly.

All individuals using any other mobility devices such as walkers or crutches must be able to board the vehicle independently and secure themselves with a seatbelt. The mobility device must also be secured by the passenger.

It is important to note that mobility devices are part of the customer's personal space. Do not invade that space by touching, holding, or leaning on a mobility device without prior authorization from the individual.

When serving customers with disabilities, employees should abide by the following protocols and/or be aware of the following regulations in relations to the Americans with Disabilities Act:

- Drivers are prohibited from refusing to provide service because of a person's disability.
- Persons with disabilities should be afforded the same opportunity as all other riders to decide where they would like to sit.
- No additional transportation fees may be charged or imposed for disabled individuals.
- The disabled rider cannot be required to have an attendant to accompany him/her.
- It is not discrimination for an individual to refuse to provide service to an individual with disabilities if that individual is engaging in violent, seriously disruptive, illegal conduct, or represents a direct threat to the health or safety of others. However, a driver shall not refuse to provide transportation service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy,

or inconvenience employees of the entity or other persons. Before refusing service to an individual with a disability, employees are encouraged to make reasonable attempts to resolve the issue with the rider, or if appropriate, the caregiver or guardian. Any/all service denials must be documented in the Freebee application.

- Lifts and ramps must be examined regularly to ensure they are in good condition. Repairs must be completed as soon as possible. Vehicles with non-operational lifts and ramps may be kept in service for no more than five (5) calendar days.
- Riders with other disabilities or mobility devices such as canes, crutches, walkers, etc. must be accommodated on the same basis as wheelchairs.

Wheelchair ramps shall be inspected by the Freebee mechanics on a regular basis. The lift operations review log shall be retained. Although Freebee is a private entity, the company retains records in accordance with the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies due to the fact that it services public entities.

Service animals may accompany people with disabilities in vehicles. Drivers may not require riders to disclose the nature of their medical condition when boarding with a service animal.

It is important to note that there is at least one (1) Freebee Wheelchair accessible vehicle in each sector at all times. The passenger may specifically request this vehicle through the RideFreebee mobile application.

6.2 Cameras on Board

Cameras on board the Freebee vehicles can provide a sense of security for drivers and passengers. Typical camera systems consist of a dome or wedge specialized mobile camera, mobile digital video recorder, wiring harness, and video playback and archiving software.

There will be two (2) cameras per vehicle aiming towards the middle back of the vehicle monitoring the driver and passenger(s) behavior during routes. The camera may record some external environment area as well. Video footage review will be utilized for the following purposes: new hire training, refresher employee training, customer service quality assurance, investigations of complaints, safety audits, and review of any other emergency situations.

6.3 Certification

The company shall annually submit a safety and security certification to the Department of Transportation. The certificate shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Chapter 14-90.
- Compliance with its adopted SSPP and SPP.
- Performance of safety inspections on all vehicles operated by the system in accordance with Chapter 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date. Management is responsible for ensuring that personnel are following the requirements of the SSPP. Periodic audits are completed by the Management team for the transit personnel and drivers.

The certificate shall include:

- The name and address of the company, and the name and address of the entity(ies) who

performed vehicle safety inspections and security assessments during the prior calendar year, if different from that of the vehicle transportation system.
- A statement signed by the owner or person directly responsible for management of the vehicle transit system attesting to compliance with Chapter 14-90.

6.4 Change of Vehicles

Vehicles shall be changed on a regular basis for the following reasons:

- Low battery requiring recharging
- Defective battery
- Mechanical issues
- Defective seatbelts

When a vehicle is transferred from one driver to another, a vehicle transfer inspection will be carried out. The recipient of the inspected vehicle will receive a detailed verbal report of any vehicle issues and/or concerns. The recipient will be responsible for completing the Pre-Shift Vehicle Safety Inspection Checklist prior to driving the new vehicle. The completed form must be submitted to the immediate supervisor.

It is the responsibility of each Freebee employee to inspect his/her assigned vehicle in the following time periods:

- Before each shift
- After each ride
- Turning in a vehicle
- Starting with a new vehicle
- At the end of each shift

Employees must place any/all vehicles with the issues listed above in "out-of-service" status immediately upon becoming aware of the issue. If employees can safely drive the malfunctioning or low battery vehicle to the area station, they must do so as quickly as possible and may NOT provide rides to any passengers during that time period in order to ensure the safety of the passengers.

6.5 Complaint Procedure

Riders may file a complaint through various means, including discrimination complaints. Riders are offered the opportunity to leave reviews on the Freebee mobile application after every ride.

Should the rider wish to file a discrimination complaint, the driver may offer the following information:

U.S. Department of Justice, Office of Civil Rights
http://www.ada.gov/filing_complaint.htm
Hotline 1-800-514-0301

6.6 Hours of Operation

The hours of operation vary by each service area and are determined by the serviced municipality. Hours of operation may be subject to change based on emergency situations or natural disasters, at which time the employees shall receive a notification via the Freebee communication platform with specific instructions in order to ensure the safety of all employees and passengers.

6.7 Insurance Coverage Policy

All vehicles owned by Freebee will be identified by a vehicle number, decal, and state license plate issued by the Florida Highway Safety and Motor Vehicles Division. All vehicles owned by the company are covered by the Freebee insurance policies administered by Risk Management. Risk Management processes all insurance claims for company vehicles.

6.8 Parking

It is the responsibility of the driver to comply with all state and local parking ordinances. The driver should park in areas that deter theft or vandalism. Do not park in fire lanes, loading areas, handicap spaces, assigned or designated permit spaces, metered parking without feeding the meters, tow away zones, and service vehicle spaces.



It is the responsibility of the driver at the time of the parking violation to pay for any fees that are associated with the violation.

6.9 Pre-Shift Procedures

The pre-shift procedures are as follows:

1. Once the employee is in the garage, utilize any iPad to locate the priority list for the vehicles.
2. Press the iPad home button once. Wait 2 seconds and press the home button once again. The iPad will display a keypad.
3. Unlock the iPad using code: XXXXXX.
4. Locate the notepad at the bottom of the iPad homepage. If you do not see the homepage, click the home button once and this will bring the employee to the iPad home page.
5. Click on the notepad and select Pin # / Priority.
6. Select the zone the employee is currently in.
7. From left to right, the name of the vehicle(s) will show the Pin # or name and the car number.
8. Utilize the iPad notes to determine what vehicle to take out using the Pin number/word for the vehicle.
9. The vehicle number at the top of the list is the highest priority and the lowest priority is at the bottom of the list. Only take vehicles out with 80% battery or above unless instructed otherwise by management.
10. Locate the number of the car in the garage by checking the top left corner of the license plate located in the rear of the vehicle.
11. Retrieve the key box from the shed that has the matching number to the number located on the top left of the license plate.
12. Verify the container has the following:
    - Registration for the correct car
    - Insurance for the correct car
    - Ignition key with attached garage keycard
13. If any one of the items listed above are missing, inform the manager immediately utilizing the Freebee Group Chat platform and follow his/her instructions.
14. Remove the car key and gate key (should be attached to car key) from the container.
15. Place the container in the trunk with the registration and insurance still in the container. (Do not remove the registration and insurance from the container unless instructed otherwise by manager/supervisor.)
16. Press the iPad home button once. Wait two (2) seconds and press the home button once again.

17. The iPad will display a keypad. Unlock the iPad using code XXXXXX.
18. Click on the Freebee icon located at the bottom left corner of the iPad desktop.
19. Select "with E-mail" and type in your e-mail address and password. The password starts with the 1st initial of your first name, full last name, last 4 numbers of your social security number. (No spaces or CAPS in the password.)
20. Click on "Sign In." If you receive an error, check the spelling in the e-mail and once confirmed it is correct and re-type the password.
21. After successfully signing in, click on the settings tab (Gear icon located at type right corner of the Freebee app) and verify that the name is signed into the app.
22. If someone else name is logged in, log out of the app and log back in until the correct name is displayed on the account.
23. After inputting the pin, tap on the box named "Car".
24. A selection of cars will display. Scroll up and down until the car number and brand name is displayed.
25. Once the car is found select "Done" highlighted in yellow at the bottom.
26. Once the employee has selected the correct car number, tap on the box named "Battery %". Locate the battery percentage on the speedometer. Type in the percentage number into the box.
27. If there is any noticeable visual damage, input it into the box named "Vehicle Damages".
28. If there are no damages to report, select "N/A".
29. If the vehicle requires the employee to hand out marketing material(s), select the name of the marketing material on the left and tap on the quantity and scroll up and down until reaching the number of marketing material being taken out on the road.
30. Click on special event only when the manager requests for the feature to be used. This feature will require a password that the manager on duty will issue.
31. Once the employee has successfully logged into the app, select the "Car Prep" button located on the right side of the app.
32. Remove the vehicle charging cable and trickle cable from the vehicle and hang the cables on the holders attached to the wall. Do not place the cables on the floor!!
33. Place key in the ignition and proceed to go through the preventive maintenance safety checks.
34. If any problems are found during the preventive maintenance safety check, report them immediately to the manager/supervisor before proceeding to leave the garage.
35. Follow manager/supervisor instructions.

6.10 Real-Time Passenger Information System and GPS Tracking

Real-time passenger information and GPS tracking is important in the day-to-day operations for informing riders of the expected time of arrival as well as providing Freebee Management with statistical information for improving services. The Company utilizes web-based GPS technology from the Freebee application and a proprietary algorithm incorporates historical travel data to track vehicles and predict arrival time. By taking into account the actual position of the vehicles and typical traffic patterns, the system can estimate vehicle arrivals for each schedule stop with a high degree of accuracy. This time estimate is constantly refreshed to provide riders with current information, including any delays.

The web-based GPS tracker has multiple features that support a more efficient level of operation:

- No need to install special software on the computer or tablet.
- No need to reload routing software on the new computer or tablet due to faulty equipment. The only requirement is accessibility to a Web browser.
- Software upgrades are not installed on each individual computer or tablet, but instead the updates are available to all users simultaneously through the Web browser.
- Better accessibility of data and reports from any electronic device that has a Web browser.
- Immediate location access to drivers and passengers in a vehicle that is non-operational and

requires services or emergency assistance.

A truly automated routing and passenger program provides numerous benefits for Freebee such as:

- Full automation of route creation facilitating a higher level of efficiency, accuracy, and reduction in manual error.
- Provides real-time reporting data such as total route mileage, total route time, longest route, and slowest route.
- Provides information for determining future transportation needs based on population growth and new business entities in the area.
- Rapidly create route driving directions for drivers.
- Produces multiple low mileage routes and low ride time routes.
- Produces analytical data determining the need for more or less vehicles on the road based on passenger usage records.

The Freebee Passenger Information System and GPS Tracker is a true route optimization system capable of much more than just finding the shortest path for one (1) vehicle.

6.11 Returning to Garage Procedures

- Select the "Return to Garage" button on the Freebee app when returning to the garage. The manager receives an alert that the employee is returning to the garage and unavailable to pick up any rides.
- When returning the vehicle back to the garage, make sure to use the gate card and do not pull a parking ticket unless told to do so by garage manager or if the gate card is non-operational.
- Should the gate card be non-operational and the employee pulled a parking ticket, alert the parking manager immediately and stamp the parking ticket. Place the stamped parking ticket in the container with the car key.
- Before charging the vehicle, check to see if there is an available supercharger. If there is a car on a supercharger and it is 80% or above, remove that car from the supercharger and place that car on regular charging (Deep Cycle Charging) in another area.
- Place the vehicle in the supercharger lane. Do not charge the car before recording the total miles driven. (The trip miles will not display if charged.)
- Plug the vehicle in and ensure the trickle cable is plugged in as well.
- Select the setting button (Wheel symbol located at type right corner of the application).
- Select "Driver Finished" and then select "Trip Details."
- Complete all the columns:
    - Charging Lane
    - End Mileage (Located on the speedometer)
    - Battery Percentage (Located on the speedometer)
    - Tips Earned
    - Vehicle Damages (Select N/A if no damages to report)
    - Number of Marketing Material Returned
- Prior to removing the keys from the vehicle, ensure the following is completed:
    - Emergency brake is engaged (pulled up)
    - Log out of music streaming account
    - Turn head lights off
    - Turn lights off for door panel, topper, and trunk
    - Turn video monitor off
    - Close all open apps on iPad
    - Turn volume knob all the way down
    - Remove keys from ignition
    - Grab container with registration and insurance from the trunk and place the keys and

the gate card in the container
- Return container to the designated location in the shed
- Call vehicle back into the garage utilizing the GroupMe app. Car number and brand name of the vehicle (Example: Car 20 Baptist In)
- Close the shed and make sure the lock is secure before leaving the garage

6.12 Ride Requests

The Freebee technology platform allows drivers to connect via tablet or smartphone. This application connects drivers and riders. The ride requests operate as follows:

36. The rider requests a ride through the RideFreebee mobile application utilizing the application's location detection technology.
37. A nearby driver accepts the requests.
38. The driver receives route instructions with the requestor's exact location.
39. The rider receives an estimated time of arrival from the driver heading to the pickup location.
40. The application notifies the rider when the driver is about to arrive. Simultaneously, the application provides information about the driver arriving for the pickup including first name, vehicle information, and license plate number.
41. The rider may enter the destination location anytime before or during the ride. The rider may request a preferred route to the driver.
42. Upon arriving to the destination, a ride notification is sent to both parties that the ride has concluded.
43. The rider may offer a tip to the driver.
44. Both the rider and driver will receive a notice to rate the experience of one another from one (1) to five (5) stars. This feedback from both the rider and the driver is designed to foster a community of respect and accountability for all parties.

6.13 Ridership Monitoring

Analytical reporting is reviewed daily to determine the ridership numbers in order to address peak hours, vehicle overcrowding, driver reliability, and customer service. Dedicated operations managers are responsible for constantly reviewing this information in order to improve daily management of operations, such as daily vehicle dispatches, scheduling of employees during high demand hours, and accuracy in billing/invoicing.

6.14 Shift Procedures

1. Drive down to the exit.
2. Hold the key card up to the kiosk sensor of the card reader to exit the garage.
3. Proceed with caution looking both ways for pedestrians and oncoming traffic.
4. While driving on the street make sure of the following:
    a. Use your turning signals before making turns.
    b. Avoid all potholes as much as possible in the streets.
    c. When it rains, avoid any puddles and try to make it back to the garage or safe place to wait out the rain.
    d. Only use horn if absolutely necessary.
    e. Pick up passengers in a safe area. (Do not pick up/drop off at bus stops, in the middle of the street, in between crosswalks.)
    f. Use hazard lights when picking up and dropping off.
    g. Do not let passengers out into oncoming traffic.
    h. Use doors that are on the curbside.
    i. Open the doors for passengers when picking up and dropping off. (Check the seats for

any possible lost belongings before pulling away after letting a passenger out).

j. When picking up a passenger, educate them on the brand/sponsor of the vehicle, the service hours for Freebee, and how Freebee operates. Take time to show the passengers how to redeem deals. If the brand/sponsor has giveaways make sure to offer to each passenger unless specified otherwise. Give the passenger an experience they will never forget.

k. If you have a problem with the vehicle while driving on the road and a solid number displays on the speedometer, pull over to a safe area and immediately inform the manager/supervisor of the problem. The solid number is an error code, tell the manager/supervisor that number and follow the instructions from the manager/supervisor.

l. If the car turtles, overheats, or gives the employee a problem that he/she does not believe will allow the employee to make it up the ramp in the garage:
    i. Call garage manager
    ii. Drop off passengers as soon as possible
    iii. Head back to the garage
    iv. Keep garage manager informed of the location as the employee heads back to the garage. (Try to stay off main roads if possible.) Do not attempt to drive car up the ramp in the garage.
    v. Pull car into lower level floor (Security Area) and make sure car is parked in between the yellow lines.
    vi. Charge car with charging cable specified by management.
    vii. Bring container back to garage with car keys, gate key, registration, and insurance in it.

6.15 Traffic Signals

Traffic signals are maintained by the counties in each area serviced. Traffic signals are utilized to manage the traffic flow. Signals at each intersection are generally set to minimize total delay for all traffic approaching from all directions. The signals may be timed to permit traffic moving at a pre-determined speed to travel along a corridor or route with a minimum number of stops. Signal systems are generally not set to accommodate transit vehicles. Traffic signals are accounted for in the Web-based GPS software in order to provide the fastest and easiest method of transportation for passengers.



6.16 Vehicle Cleanliness

Proper care and cleanliness of Freebee vehicles is imperative to the overall operations and highly impacts the organization's professional reputation. Vehicle cleanliness should be a top priority.

Below are the general cleanliness guidelines:

- There is a strict no smoke policy for employees and passengers when inside the Freebee vehicles. This policy includes vaping.
- The vehicles should be kept clean of debris inside and on the exterior as well.
- Vehicles must be inspected prior to every shift, prior to every ride, and at the end of the shift.

It is possible that passengers and possibly their service animals leave behind bodily fluids. Drivers should assume all bodily fluids are infectious and dangerous. Drivers should be aware of bloodborne pathogens dangers and how they can be transmitted. Drivers must never eat, drink, or smoke where a threat exists. Drivers should follow these procedures when cleaning up potentially infectious materials:

1. Notify the immediate supervisor immediately upon inspection of the vehicle and finding the fluids.
2. Put on gloves or other personal protective equipment.
3. Clean area with decontaminant.
4. Use an antiseptic towel.
5. Remove protective equipment carefully when it becomes contained.
6. Place all discarded material in a biohazard bag.
7. Wash hands with soap and running water.
8. Complete an incident report.
9. Confirm the vehicle may be placed back into service.

Should an employee have exposure or contact with blood or other potentially infectious material, the employee should follow these steps:

1. Notify the immediate supervisor.
2. Conduct an exposure incident report.
3. Exposed employee will be sent to a medical facility for evaluation and/or treatment if needed.

6.17 Vehicle Inspections

In order to ensure the safety of the driver and any/all passengers, vehicles are to be inspected in the following times:

- Commencement of shift
- Before and after each ride
- Change of vehicle from one driver to another
- Return of vehicle
- Securing of replacement vehicle
- End of shift

Vehicle inspections include reviewing the following:

- Battery levels
- Warning lights
- Electrical power
- Vehicle smoke/steam/overheating
- Exterior light operation

- Tires/rims/lug nuts
- Burning odors
- Loud clicking or tapping sounds
- Squealing or grinding brake sounds
- Excessive vehicle vibration
- Low or high-speed shimmy
- Hard or wandering steering

All daily driver inspections must be stored by the Area Supervisors for a minimum of five (5) years. If any defects or deficiencies are found during the driver inspections, the Area Supervisor shall report these findings to the Fleet Service Manager. The corrective action and corresponding work order will be placed in the vehicle's file. Fleet maintenance will coordinate all repair and maintenance activities to ensure safe practices are not overlooked.

6.18 Vehicle Keys

Upon checking in to service, employees are issued one (1) key for their assigned vehicle. The employee is responsible for safeguarding the key during his/her shift and returning the key to the appropriate location when turning in the vehicle.

6.19 Vehicle Maintenance & Repairs

All maintenance and repairs performed on company vehicles must be coordinated through the Freebee Fleet Operations Manager. To ensure proper stewardship of company assets, vehicles are scheduled for preventative maintenance based on time and usage.

A battery inspection should be conducted every six (6) months. Tires will be rotated every six (6) months. Breaks and break fluids will be inspected and changed after 22,000 miles or two (2) years, whichever comes first. The coolant system should be replaced every 150,000 miles or every five (5) years.

It is the responsibility of the Area Operations Manager to monitor the preventative maintenance schedule of the vehicles and send in those vehicles for service. The Fleet Mechanic(s) must maintain a maintenance and repair log of every vehicle.

Any/all repairs outside of the regular preventative maintenance schedule must be pre-approved by the Fleet Operations Manager. The Fleet Operations Manager will also be responsible for procuring any parts, if required, and follow the Procurement policy listed in this Manual.

In the event that a vehicle breaks down or is non-operational, the driver must notify the immediate supervisor. The immediate supervisor will coordinate with the Fleet Operations Manager to tow the vehicle to the Freebee repair and maintenance shop or outside mechanic if required. The driver must attempt to place the vehicle out of main road in a safe location and wait with the vehicle until it is picked up by the towing company. Once picked up, the driver should coordinate with the immediate supervisor to obtain a new vehicle for continued service to the community.

The Freebee Motor Pool staff is responsible for returning all vehicles to the designated Area Operations Manager. The vehicle must be clean and ready to be placed in service.

In addition to the driver inspections and routine PM intervals, an annual inspection (see Annual Inspection Form in Appendix) for each transit vehicle will be performed pursuant to Rule 14-90 by a Fleet Department employee with at least one (1) year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge and mastery of methods, procedures, tools, and equipment used in performance of inspections of transit vehicles. If

any defects or deficiencies are discovered during the annual inspection, the inspector shall report them to the Fleet Service Manager for service. The corrective action and corresponding work order will be placed in the vehicle's file. All transit vehicle inspection, maintenance, and service records are maintained by the Fleet Department for a minimum of five (5) years. All records will be stored by the vehicle's asset number. These records will include a brief description of the activity completed, date, current mileage, work order number, and the vehicle's assignment number.

6.20 Vehicle Use Policy

It is essential that all authorized drivers familiarize themselves with the contents of this document, as there may be financial penalties arising if certain requirements are ignored. The company may not accept liability for any expenditure as a result of failure on the part of any driver to comply with these documented requirements in relation to driving, operating, or maintaining a company vehicle.

Vehicles owned or leased by Freebee are to be used exclusively for company business. Operators must be contracted employees under supervision of the Area Operations Manager. All vehicles must be parked in their designated areas when not in use, with the exception for authorized break times during employee shifts. Drivers are responsible for using Freebee vehicles in accordance with the Employee Handbook policies, the procedures listed in this Manual, and all federal, state, and local laws.

Drivers are not permitted to:

- Smoke inside of a Freebee vehicle
- Lease, sell, or lend a Freebee vehicle
- Violate distracted driving laws by using a phone or texting while driving
- Use a vehicle to teach another individual how to drive
- Leave the vehicle unlocked, unattended, or parked in dangerous areas
- Allow unauthorized individuals to drive a company vehicle, unless an emergency demands it
- No lettering, insignia, decals, or sign should be affixed to the vehicle without prior approval from Freebee.

Drivers are responsible for reporting any/all issues with vehicles that requires maintenance and repairs. The company is responsible for maintaining the vehicle fleet in optimal condition and retiring any vehicle that is deemed too old or too high in mileage.

Freebee reserves the right to withdraw a vehicle or the permission to use a vehicle at any time, particularly in the event of the employee failing to comply with any of the terms and conditions of its use.

6.21 Wireless Communication Plan and Procedures

A wireless communication plan and procedure provides for the safe operation of the vehicle. This plan assures that:

a. The Freebee application automatically connects the driver with the requesting customer in order to successfully complete a ride without the use of a distracting personal or company-issued communication device.
b. The Freebee application allows drivers to communicate via a chat portal with various groups in order to maintain open lines of communication between colleagues and supervisors. This Freebee application may be accessed by employees using the mounted tablet.
c. Employees may have a need to use their wireless communication devices, such as make a telephone call to the Freebee headquarters or to another Freebee colleague. All

communication devices are prohibited while the vehicle is in motion, including wireless and handsfree devices, as these devices are considered a driving distraction and hazard. The only exception to this policy is in the event of an emergency situation. The driver should follow the **General Safety Standards** section regarding safe communication while operating a vehicle for more information.

d. Drivers must be able to simultaneously drive and follow the driving directions on the tablet mounted on the vehicle in a safe manner.
e. Drivers are provided with Wireless Communication educational training upon hire and through refresher training sessions.

SECTION 7: Procedures

7.1 General Safety Policies and Responsibilities

The policy statements in this Manual underline the absolute commitment of the organization to create and maintain a safe working environment. When adhered to it will, so far as is reasonably practicable, help to safeguard the interests of the company and the health and safety of its employees who drive in the course of their employment.

There is a legal duty for employees to follow company guidance, taking reasonable care for themselves and for the safety of others whilst at work. Employees are also responsible for familiarizing themselves with the vehicle and its controls before any journey. All comfort adjustments must be made before the journey.

General safety guidelines include:

- Baggage and other loose items: Loose luggage should be stowed on the floor towards the back of the vehicle. In the event of a collision, unsecured items can cause injury if projected forward. Freebee prohibits the transportation of bicycles in passenger vehicles.
- Company representation: Remember employees are always representing the company. Employees should show consideration and avoid the temptation to respond aggressively towards discourteous road users to minimize possible 'road rage' incidents.
- Distractions: Drivers may not eat or drink whilst driving and use voicemail or divert to avoid the use of mobile telephones, as use with hands-free devices still increases risk. Drivers should also avoid other distractions such as loud music or smoking. All hands-free and/or wireless personal communication devices and accessories are prohibited, including earpieces that must be turned off, while the vehicle is in motion in order to ensure the safety of the driver and passengers. Should the employee wish to use a cell phone, he/she must pull off the road while the vehicle is parked in a safe location or during his/her designated break times. The only exception to this policy is in the event of an emergency situation.
- Driver guidelines: Company vehicles are to be driven by authorized employees only, except in case of repair testing by a mechanic.
- Driving fatigue and tiredness: Many road traffic accidents are caused by tiredness. Drivers must take the necessary rest breaks within their shifts and should avoid excessive overtime in order to follow safety regulations. Drivers shall not be permitted or required to be on duty more than seventy-two (72) hours in any period of seven (7) consecutive days.
- Driving position: Drivers are responsible for ensuring the vehicle seat height, lumbar, and head restraint, etc. are correctly adjusted, along with steering wheel and mirrors, so that the employee is in a comfortable position whilst driving. Drivers should be able to touch the top of the steering wheel with his/her wrist without stretching the arms unduly. Posture is important in avoiding injuries such as back and neck strains.
- Fitness and health: Employees must inform the company of any health conditions that may affect his/her ability to drive safely. Driving whilst under the influence of a controlled substance, drugs, and/or alcohol is strictly prohibited and subject to disciplinary action,

including possible termination of employment. Before driving, seek medical advice if in doubt as to the effect of any prescribed medication that you are taking. If glasses and/or corrective devices are necessary for driving, they must be worn. The company will cover 100% of the cost of the eye test. Employees are responsible for the cost of any materials such as glasses and/or contacts by utilizing their vision insurance provided by the company or through self-pay option.

- Headlights: Headlights shall be used two (2) hours before sunset and until two (2) hours after sunrise, or during inclement weather or at anytime when a distance of 500 feet ahead of the vehicle cannot be clearly seen.
- Night conditions: Employees must ensure the vehicles are lit by front and rear lights. All lights must be kept clean and in full working order at all times.
- Passengers: Drivers are not permitted to leave passengers unattended in the Freebee vehicles for any reason. Drivers may only leave their vehicles for authorized breaks. In addition, no employee may have unauthorized passengers in the Freebee vehicle.
- Public Safety: Employees shall immediately suspend affected vehicles and service operations if, at any time, there is an immediate danger to the public safety.
- Railroad crossings: Freebee drivers are required to stop at railroad crossings while operating a vehicle with or without passengers. Drivers are not permitted to stop on railroad tracks. The rear bumper must be at least 15 feet away from the railroad tracks. Should the gate come down after the vehicle has started to cross, drive through the gate, as the railroad gates are designed to brake for emergency situations. Should the vehicle stall or become trapped on the railroad tracks, immediately have all passengers abandon the vehicle, including the driver. All individuals should be at least 100 feet away from the vehicle and railroad tracks.
- Road conditions: No vehicle is to be driven in an illegal or unroadworthy condition. If a vehicle becomes unroadworthy it must be taken off the road immediately. The immediate supervisor must be informed immediately and provided an opportunity to rectify the faults reported.
- Safety belts: Safety belts must be worn in both front and rear seats. It is the driver's responsibility to ensure that all passengers, including himself/herself as the driver, wear safety belts or seat belts at all times while the vehicle is in motion.
- Traffic regulations: Drivers are required to follow the speed limit and other traffic regulations.
- Vehicle inspections: Attention must be paid regularly, multiple times during the employee's shift, to check battery life, lights, tire conditions, tire pressure, steering, brakes, windscreen washers and wipers, and the overall vehicle condition.
- Weather conditions: In adverse weather conditions, such as fog, heavy rain, icy roads, etc. it is recommended that the employee pull over and delay driving until conditions have cleared.

7.2 Accident Procedures

In an attempt to minimize the results of an accident, the driver must prevent further damages or injuries and obtain all pertinent information and report it accurately.

- Call for medical aid if necessary.

- Call the police. All accidents, regardless of severity, must be reported to the police. If the driver cannot get a phone, he/she must notify an individual to call the police or ask to borrow a telephone.
- Complete the Vehicle Incident Report with as much detail as possible to ensure accurate reporting for insurance purposes.
- Do not discuss the accident with anyone at the scene except the police and the immediate supervisor. Do not accept responsibility or the accident. Do not argue with anyone.
- The driver may provide the other party with his/her name, work address, drivers license number, and company insurance information (may be obtained by Human Resources/Operations Area Manager).
- Immediately report the accident to Human Resources. See **Traffic Violation(s) and Vehicle Accidents/Incidents Reporting** section for more information.

Failure to stop after an accident and/or failure to report an accident may result in disciplinary action, up to and including termination.

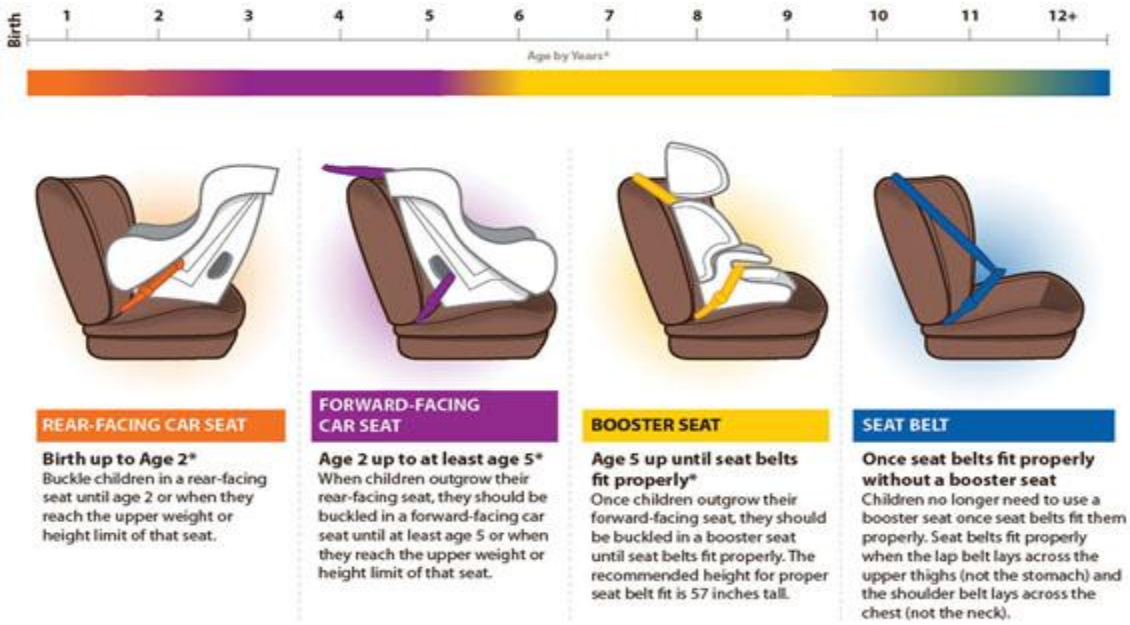
Drivers may be responsible for any/all costs associated with vehicle damage should the safety policies and procedures be neglected.

7.3 Child Restraints – Car Seats and Booster Seats

Drivers should be aware of all Florida laws regarding child restraints such as car seats and booster seats. Below is a summary of the law. Although Freebee attempts to update this Manual regularly, employees are responsible for staying abreast of changes in all federal, state, and local regulations affecting their day to day business activities.

Florida law requires children age five (5) and under to be secured properly in a crash-tested federally approved child restraint device. Children ages zero (0) to three (3) must be in a child restraint device of a separate carrier or a vehicle manufacturer's integrated child seat. Children age four (4) and five (5) must be in a separate carrier, integrated child seat, or booster seat.

All Freebee vehicles are equipped with a booster seat. Parents of children may bring their own personal car seat. Parents are solely responsible for securing the car seat and the child.



7.4 Defensive Driving

Freebee is strongly committed to a sound and thorough defensive driving policy. While operating vehicles, drivers should always drive in the safest manner possible. Specifically, Freebee drivers must operate vehicles in accordance with all provisions of this policy and obey all traffic laws as well as drive in a safe and prudent manner. Any employee who is authorized to use any vehicle for company business must successfully complete a Defensive Driving Course.

Defensive Driving Guidelines:

- Assignments for classes shall be made by the employee's supervisor to ensure training requirements are met.
- Employee attendance of Defensive Driving Courses shall be in the following instances:
    - Upon new hire employment
    - Once per year either on the anniversary date of the employee's original hire date or as offered by the company in a group setting
    - If deemed necessary by the Fleet Safety Committee
- Drivers are required to maintain a safe following distance at all times. Drivers should keep a two (2) second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance should be increased to at least nine (9) seconds.



- Drivers must yield the right of way at all traffic control signals and signs requiring them to do so. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
- Drivers must honor posted speed limits. In adverse driving conditions, reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and

volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 mph.

- Radar Detectors are strictly prohibited in company Vehicles. Drivers are to drive at the speed of traffic, but never to exceed the posted speed limit.
- Turn signals must be used to show where you are heading; while going into traffic and before every turn or lane change.
- When passing or changing lanes, view the entire vehicle in the rear-view mirror before pulling back into that lane.
- Be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, look both ways for oncoming traffic before proceeding.
- When waiting to make left turns, keep the wheels facing straight ahead. Doing so will avoid being pushed into the lane of oncoming traffic if rear ended.
- When stopping behind another vehicle, leave enough space to see the rear wheels of the car in front. This allows room to go around the vehicle if necessary and may prevent being pushed into the car in front if rear-ended.
- Avoid backing where possible, but when necessary, keep the distance traveled to a minimum and be particularly careful.
- Always check behind the vehicle before backing.
- Avoid backing into an area with no visibility.

7.5 Employees Requiring Medical Attention

Employees must report all work-related injuries and accidents immediately to their supervisors and complete the appropriate documentation. Should the employee be unable to contact the immediate supervisor, the employee must make every attempt to notify the Operations Area Manager or other Management Team Member.

If the employee requires immediate medical attention, call 9-1-1 emergency services. Employees should NOT attempt to drive themselves to a medical facility.

Should the employee have a non-life-threatening injury, the employee will be sent to the company's regular workers compensation medical facility. If the injury occurs outside of regular working hours of the workers compensation clinic, the employee will be sent to an urgent care facility or emergency room if the injury warrants immediate attention. If the injury is a non-life threatening non-urgent injury, the employee will be sent to the company's workers compensation medical facility on the following business day. Employees are not permitted to drive other employees to an urgent care center in company or personal vehicles.

7.6 Emergency and Crisis Management

An emergency is a natural or man-made situation that poses an immediate risk to health, life, property, or environment. There are multiple steps that Drivers are required to take in order to properly manage emergency and crisis situations. The most important item to remember is stay calm when reacting, responding to, and communicating during an emergency situation.

- Drivers should always have situational awareness.
- Drivers must assess the situation as quickly as possible.
- Driver must protect himself/herself and ensure their own safety.
- Once the Driver has ensured his/her safety, the Driver should focus on assisting the passengers.
- Evacuation of the driver and passengers is recommended any time the risk of staying on

board the vehicle is greater than the risk involved in having passengers off the vehicle.

- Evacuation of non-ambulatory passengers may require the following tactics:
  - Cutting secure straps.
  - Using the wheelchair ramp.
  - Carrying non-ambulatory passengers through the door if wheelchair ramp is not accessible.
  - If no blanket or other dragging item is available, carry passenger gently under the arms and pull to safety.
- Call 911 emergency responders to request aid if necessary. Provide your location, describe the situation, advise what assistance is needed, advise if vehicle is blocking traffic, and advise number and condition of passengers.
- If there are children, elderly, or fragile passengers, or passengers with a disability or using a wheelchair or other mobility device, request evacuation assistance from ambulatory passengers if necessary.
- Lithium-ion batteries are prone to a phenomenon known as thermal runaway – a process where battery temperatures sharply increase to the point where they catch on fire to explode. If there is a possible threat of an electrical fire, Drivers must use large amounts of water to continuously cool the car battery and must keep the car away from structures after any incident because of the dangers of re-ignition.
- Ensure that the vehicle is secured, in a safe location, and there is no immediate danger in the vehicle.
- Notify immediate supervisor/area manager as soon as possible.
- Gather information, take notes of what occurred, ask passengers to complete courtesy reviews, receive information from other drivers, and gather information from first responders.
- Conduct post incident formal reporting.

Should a vehicle break down, the driver should use hazard lights. After calling for assistance for the breakdown, the employee must take the vehicle keys with him/her and avoid siting inside the vehicle. The driver should only return to the vehicle if the risk from attack or danger is over.

7.7 Fire Safety & Fire Extinguisher Policy

The Fire Safety & Fire Extinguisher Policy is necessary for preventing and/or responding to potential fire hazards. The goal of having a fire extinguisher in every Freebee vehicle is to help reduce or eliminate the potential for fires to occur, protect the lives of passengers and employees, and protect company property/equipment.

Fire prevention measures include:

- Strict no smoking policy inside Freebee vehicles, including vaping for both drivers and passengers.
- Tampering of fire safety equipment is prohibited.
- Control of sources near flammable materials.
- Regular vehicle inspections conducted by employees and local fire code inspectors.

Fire extinguishers are a good first attempt device to extinguish a small contained fire. If a fire extinguisher is used properly, it can successfully reduce damage, prevent loss of property, and potentially save lives. Employees are not required to use a fire extinguisher; however, employees are highly encouraged to use this device if he/she feels comfortable doing so without any physical risk to himself/herself. Fire extinguisher training will be provided during new hire orientation and

annually on the proper usage of such device.

Fire extinguishers will be readily accessible and highly visible. The top of the extinguisher should be approximately 3 feet off of the floor.

If a fire is discovered, the Driver should follow these steps:

- Ensure his/her own safety by moving away from the fire to a safe location at least one hundred (100) feet away.
- Assist the passengers if safe to do so, and escort passengers to a safe location at least one hundred (100) feet away.
- Drivers may use a fire extinguisher if:
  - The fire is small and generally contained.
  - The employee has a clear path to reach the fire extinguisher and fight the fire safely.
- Sweep the fire extinguisher nozzle from side to side until the fire is put out.
- Slowly back away and do not turn your back on the fire in order to avoid a large flame.
- Dial 911 and report the fire.
- Cooperate with first responders.
- Notify immediate supervisor once the danger/threat is contained.

The following chart depicts the various classifications of fires.

	**Class A –** Ordinary solid combustibles like wood, cloth, and paper products.
	**Class B –** Flammable liquids and gases.
	**Class C –** Electrical fires. (Do not use water to put out this kind of fire – you could get electrocuted!)
	**Class D –** Flammable metals.
	**Class K –** Oils and grease fires. (Never use water on a grease fire – it will cause the flames to explode and spread.)



Employees are responsible for reporting expired fire extinguishers to their immediate supervisor. Supervisors are responsible for ensuring all vehicles are properly equipped with operational fire extinguishers.

7.8 Fleet Safety Committee

The Fleet Safety Committee is comprised of a Senior Operations Manager, a representative from Fleet Maintenance, and a representative from Human Resources. The Committee meets on a monthly basis or immediately (24-48 hrs) after an incident. The committee is responsible for:

- Reviewing accidents and employer's overall driver safety record to determine if there should be changes in policy or procedure; or if other corrective action (such as training, equipment changes, etc.) should be implemented to enhance the safe operation of company vehicles.
- Reviewing driving records of individual employees and making recommendations to Management when driving privileges should be suspended or revoked.
- Reviewing if accident was due to electrical failure by performing an inspection and assessing accident related facts.
- Reviewing all other issues that arise with respect to compliance with this policy.

7.9 Hazard Identification and Resolution

Working on the road can be dangerous. Each work zone has its own unique set of hazards associated with roads, traffic, vehicles, and work activities. Drivers should identify the following hazards:

- Curves or parked vehicles that limit a driver's sight.
- Bike lanes.
- Pedestrian cross walks.
- Uneven ground, construction debris, obstacles, etc. on the road.
- Near an intersection with traffic lights or traffic coming from multiple directions.
- Rush hour traffic.
- Traffic merging from two (2) lanes to one (1).
- Bus stops.

- Schools, parks, playgrounds, or community centers.
- Children in the vicinity.
- Large vehicles that block signage or reduce road width.
- Emergency vehicles frequently passing by.
- Weather conditions of rain, fog, snow, ice, reduced light, and rising or setting sun.
- Construction work zones.

Once hazards are identified, the Fleet Safety Committee will assess the hazard by following these steps:

1. Collect and review information about the hazards present or likely to be present in the workplace.
2. Conduct initial and periodic inspections of the workplace to identify new or recurring hazards.
3. Investigate injuries, illnesses, incidents, and close calls/near misses to determine the underlying hazards, their causes, and safety and health program shortcomings.
4. Group similar incidents and identify trends in injuries, illnesses, and hazards reported.
5. Consider hazards associated with emergency and nonroutine situations.
6. Determine the severity and likelihood of incidents that could result for each hazard identified, and use this information to prioritize corrective actions.
    - Corrective action plans are monitored by drivers supervisor to ensure effectiveness

7.10 Investigations of Events

All accidents/incidents meeting one or more of the following criteria will be fully investigated:

- A fatality occurs within thirty (30) days of the event
- Injuries involving two (2) or more people requiring medical attention away from the scene
- Property damage greater than $1,000
- Evacuation of a transit vehicle

The initial steps of incident investigations shall be conducted by Area Supervisors or the Area Operations Manager to include:

1. Responding to the incident.
    a. Check for injuries.
    b. Secure the scene and take steps to ensure further harm does not occur.
    c. Provide all reasonable care for people who have may been injured.
    d. Contact 9-1-1 emergency services if necessary.
    e. Notify the immediate supervisor.
    f. Begin collecting information.
    g. Cooperate with law enforcement and other emergency responders.
2. Gather information.
    a. Examine the site.
    b. Take photographs.
    c. Make sketches.
    d. Interview people.
    e. Collect all documentation from law enforcement.
3. Map the sequence of events.
4. Determine immediate and underlying cause(s).
5. Confirm that the employee completes the Incident Report Form.
6. Ensure all documentation is submitted to the Fleet Safety Committee and/or Human Resources.

Investigation reports shall be reviewed by the Fleet Safety Committee together with the insurance company. The Committee may also contract an independent outside party for investigative services if approved by Senior Management.

The final report may include the original incident report, the investigation activities, follow-up activities, suggested preventative procedures, and/or corrective actions necessary to avoid this occurrence in the future. The Committee will then make a final recommendation to senior management. All records will be retained by Risk Management and Human Resources.

Any accident/incident involving a fatality shall be reported to the Florida Department of Transportation (FDOT) district office within thirty (30) days.

7.11 Safety Data Acquisition and Analysis

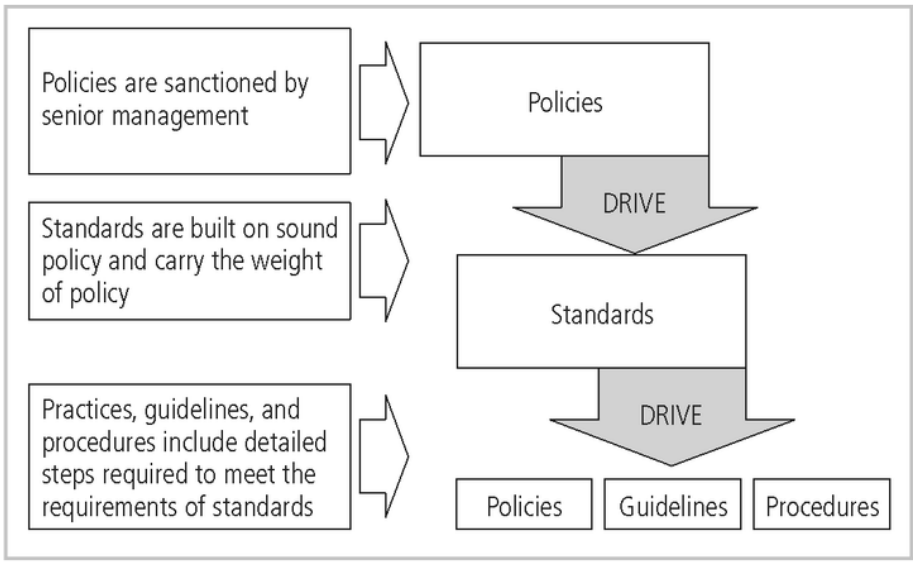
For more information on gathering data, investigation, and finding resolutions, see **Hazard Identification and Resolution.**

7.12 Securing the Vehicle

Employees are responsible for securing their vehicles to avoid theft and vandalism. The ignition key must always be removed, and the vehicle locked whenever the vehicle is left unattended. Check that the doors and windows are securely locked when the vehicle is unattended. Wherever possible, park in well-lit areas. Never leave valuable items inside the vehicle.

7.13 Security Program Plan (SPP)

"Security Program Plan" or **"SPP"** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm. Below is a diagram that depicts the overall configuration of the SSP policies.



The SSP is a general security policy or information security policy that sets the tone of the strategic direction, scope, and tone for all security efforts within the organization. The SPP is intended to prevent, protect against, mitigate, respond to, and recover from manmade and natural hazards. This plan represents a collaborative effort among all the Freebee departments to achieve shared goals and priorities to reduce critical infrastructure risks.

Risks to critical transportation infrastructure include natural disasters as well as manmade physical and cyber threats. Manmade threats include terrorism, vandalism, theft, technological failures, and accidents. Cyber threats to the Sector are of concern because of the growing reliance on cyber-based control, navigation, tracking, positioning, and communications systems, as well as the ease with which malicious actors can exploit cyber systems serving transportation.

Terrorist attacks, whether physical or cyber, can significantly disrupt vital transportation services and cause long-term sociological and economic consequences. The risk of a terrorist attack on transportation infrastructure is typically assessed using attack scenarios to evaluate the threats, vulnerabilities, and consequences. The Transportation Sector Security Risk Assessment (TSSRA) is an annually-updated, scenario-driven evaluation of risks that compares the aviation, mass transit, freight rail, highway and motor carrier, and pipeline modes. Freebee use a variety of methods and best practices from federal and state agencies for assessing risks.

Natural disaster risks to transportation systems include earthquakes, wildfires, flooding, and extreme weather events, such as blizzards, hurricanes, tornados, and droughts, all of which have the potential for widespread disruption of transportation services. Risks from natural disasters have a varying regional or local relevance because of prevailing weather patterns, geological trends, topographical features, and population density.

Cyber-based technologies in transportation operations enable greater economies and efficiencies, improve customer service, enhance operational controls, and provide better security capabilities. Consequently, transportation companies are increasingly dependent on cyber systems for business, security, and operational functions. Cyber technologies upon which transportation services rely include positioning, navigation, tracking, shipment routing, industrial system controls, access controls, signaling, communications, and data and business management. These technologies are often interconnected through networks and remote access terminals, which may allow malicious actors easier access to key nodes. Continuity of operations and system resilience following a disaster are increasingly dependent on the recovery of cyber systems.

The Freebee Chief Officers have the authority to accept risk for company IT operations. This role authorizes the system for operation based on the system owner's certification that all requirements are met or mitigated. The Freebee Chief Officers appoint a Chief Information Officer (CIO) that is responsible for the development, maintenance, and administration approval of the company's SPP. This role certifies that the company is operating with all required or compensatory controls. In areas where controls are not viable for business reasons, the IT risk must be accepted in writing by the Chief Officers. This role ensures that the company is operated in accordance with the SPP.

The Senior Information Security Officer (SISO) is responsible for ensuring that the appropriate operational security posture is maintained for all information systems within scope and as such, works in close collaboration with the system owners. This responsibility may also include, but is not limited to, physical and environmental protection, personnel security, incident handling, and security

awareness training. The SISO may be called upon to assist in the development of security procedures and to ensure compliance with those procedures. In coordination with the information system owner, the SISO plays an active role in monitoring of central IT systems and the environment of operation that includes developing and updating system security plans, managing and controlling changes to the systems, and assessing the security impact of those changes.

IT resources fall into various categories including all network infrastructure, managed workstations such as computers, IT data centers, servers, and applications hosted in a physically secure and controlled environment. It also includes workstations and servers managed by individuals or departments.

A survey is distributed to department heads bi-annually to appropriately apply data classification to the application and ultimately help to determine overall IT risks for the distributed systems. Information systems are classified into the following categories:

	POTENTIAL IMPACT		
Security Objective	**LOW**	**MODERATE**	**HIGH**
Confidentiality Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]	The unauthorized disclosure of information could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals.	The unauthorized disclosure of information could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.	The unauthorized disclosure of information could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals.
Integrity Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]	The unauthorized modification or destruction of information could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals.	The unauthorized modification or destruction of information could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.	The unauthorized modification or destruction of information could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals.
Availability Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]	The disruption of access to or use of information or an information system could be expected to have a **limited** adverse effect on organizational operations, organizational assets, or individuals.	The disruption of access to or use of information or an information system could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.	The disruption of access to or use of information or an information system could be expected to have a **severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals.

Router and switch access protection includes:

- Built-in router/switch operating system protections against common attacks like DOS.

- Access control lists that reduce incoming Internet traffic to known ports and protocols.
- Blacklisting and blocking incoming connections from network addresses which are involved in the sending, hosting, or originating of network based attacks.
- Filters that reduce network address spoofing – malicious network traffic disguised as legitimate communication.

Intrusion Prevention Systems includes:

- Detect and block a range of network-based attacks based on contractor-provided attack signatures.

High bandwidth, redundant connections:

- High-capacity Internet connections with additional sources of Internet service.
- Backup power for network equipment for core networking devices and other select devices.

Additional protections includes:

- Switch port-based access control lists that filter and block unauthorized communication and actions from computers connected to the wired network.
- Protections against network flooding such as broadcast storms and certain denial of service attacks.
- Measures that prevent unapproved networking equipment, such as switches from connecting to the network.
- Safeguarding that prevent connected devices from assigning authorized network addresses.

The company enforces a limit of five (5) consecutive invalid logon attempts by a user during a five (5) minute period, and automatically lock the five (5) minute period when the maximum number of unsuccessful attempts is exceeded.

Drivers and all Freebee employees are prohibited from publicly disclosing, under any circumstances the SPP or other security sensitive documents.

7.14 System Safety Program Plan (SSPP)

The company has established a System Safety Program Plan (SSPP) in compliance with Rule 14-90 FAC. The plan will be reviewed annually and updated in between as needed. The purpose of the plan is to outline safety policies and responsibilities, identify vehicle and equipment standards including procurement, and establish the operational safety criteria for the system. The plan establishes a coordinated safety process and identifies and delegates safety responsibilities to the applicable personnel within Freebee. Florida Administrative Code, Rule 14-90, hereinafter referred to as Rule 14-90 establishes the guidelines for the SSPP.

Freebee's goals are to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. The objectives for attaining this goal include:

- Identifying any potential unsafe conditions.

- Develop potential solutions to eliminate and minimize hazards.
- Continue to monitor and control all safety risks.
- Establish and maintain policies regarding transit operations and employees.
- Provide adequate guidance, policies, education, training, and support to all company employees.
- Maintain a formal process for managing safety related accidents/incidents.
- Require all employees to follow the company's SSPP.
- Ensure compliance with all applicable federal, state, and local requirements, laws, and regulations.
- Monitor current industry standards and trends.
- Review the SSPP annually and update as necessary.
- Ensure annual vehicle safety inspections for the transit fleet.
- Provide an inspection and maintenance program that keeps the transit fleet in a safe and operable condition.
- Complete audits and reviews as required by the SSPP.

All drivers are required to complete a **Pre-Shift Vehicle Safety Inspection Checklist** (see form in Appendix) to ascertain that the vehicles are in a safe and proper working condition. All daily Pre-Shift Vehicle Safety Inspection Checklists are stored by the Area Operations Manager for a minimum of five (5) years. If any defects or deficiencies are found during the driver inspections, the Operations Manager shall report the findings to the Fleet Service Manager. The corrective action and corresponding work order will be placed in the vehicle's file and noted in the Freebee vehicle tracking system. Fleet Maintenance will coordinate all repair and maintenance activities to ensure safe practices are not overlooked.

It is the responsibility of the Fleet Manager to regularly inspect and maintain safe operations in the area of repairs and preventative maintenance. All Fleet Maintenance work will be conducted at the garage in the Freebee headquarters. Any outside contractor work will be thoroughly inspected upon completion to ensure completeness and compliance with the company's maintenance and repair program.

Freebee does not have contractual contractors or subcontractors in place. The following certified approved contractors are approved to provide services for maintenance related purposes:

- GEM of Marco Island **2825 Davis Blvd Naples, FL, 34103**
- GEM of Miami **3850 S. Dixie Hwy, Miami, FL, 33133**

The following requirements are to be met by any and all contractor(s):

- Proof of license and insurance
- Proof of experience and company records
- Subject to Criminal Background Check

Freebee will make changes to list any additional certified approved contractors and inform company personnel if applicable.

In addition to the driver inspections and routine preventative maintenance intervals, an annual inspection for each transit vehicle will be performed by a Fleet Department employee with at least one (1) year of training and/or experience as a mechanic or inspector in a vehicle maintenance

program, and has sufficient general knowledge and mastery of methods, procedures, tools, and equipment used in performance of inspections of electric vehicles. If any defects or deficiencies are discovered during the annual inspection, the inspector shall report them to the Fleet Operations Manager for service. All vehicle repair and maintenance records will be retained for a minimum of five (5) years.

Once every three (3) years, Florida Department of Transportation will review to make sure the SSPP is up-to-date and compliant with Rule 14-90. All findings will be used in accordance with the Safety Data & Acquisition section of this Manual.

New employees will be trained on the following:

1. Vehicle safety and operational policies and procedures
2. Vehicle and equipment inspections
3. Equipment familiarization
4. Basic operations and maneuvering
5. Boarding and alighting passengers
6. Operation of wheelchair lifts/ramps
7. Defensive driving
8. Passenger assistance and securement
9. Handling of emergencies and security threats
10. Security and threats awareness
11. Driving conditions
12. Use of wireless communication
13. Applicable federal, state, and local regulations

7.15 Traffic Violation(s) and Vehicle Accidents/Incidents Reporting

Should a Freebee driver receive a moving traffic violation or be involved in a vehicle accident on or off the job, he/she must report the infraction and/or incident immediately to his/her immediate supervisor, regardless of the severity.

Employees are responsible for submitting payment for all moving and non-moving violations that occur off the job within the designated timeframe (usually the State of Florida requires 30 days from the date of the citation).

Employees who receive a moving and/or non-moving violation on the job during work hours in their assigned Freebee vehicle must report the ticket to the immediate supervisor as listed above. The ticket will be reviewed and investigated by the Fleet Safety Committee to make a determination on which party shall be held financially responsible for the ticket.

Excessive traffic violations and vehicle accidents both on and/or off the job will be reviewed on a case by case basis to determine the appropriate disciplinary action, up to and including, immediate termination. Although Freebee makes an effort to retain all of its employees through a respectful and engaging working environment, passenger safety is the most important factor when assessing these delicate situations.

Any on the job vehicle incidents/accidents require an alcohol and drug screen upon receiving medical treatment. The driver must also report the vehicle accident to the police and receive the proper supporting documentation. Accidents involving personal injury of the employees and/or passengers must be reported to Human Resources for insurance purposes. All documentation

related to the accident such as the police report and the incident report must be submitted to Human Resources and/or a member of the Fleet Safety Committee as soon as possible.

There will be a formal accident review conducted on each accident to determine cause and prevention education.

7.16 Visitors in the Workplace

For safety, insurance, and other business considerations, only authorized visitors are allowed in the workplace. The workplace is defined as the Freebee administrative headquarters, vehicle maintenance and repair garage(s), vehicle parking locations, and the Freebee vehicles.

When making arrangements for visitors, employees should notify their immediate supervisor in advance. Employees are not allowed on Freebee property or Freebee workplace sites after hours without prior authorization from Management. Most importantly, unauthorized riders are not permitted to ride on Freebee vehicles.

Drivers are issued Company uniforms and are expected to wear said uniforms while performing their duties in order to easily identify unauthorized individuals in the workplace. Every employee should report any suspicious person or activity in the workplace to the Immediate Supervisor and/or Area Manager.

SECTION 8: Appendix

Pre-Shift Vehicle Safety Inspection Checklist
Florida Department of Transportation Medical Examination Report for Bus Transit System Driver
Miami-Dade County For-Hire Chauffeur Registration

Pre-Shift Vehicle Safety Inspection Checklist

Vehicle Make/Model:		Vehicle Number:	

DIRECTIONS. *The following form should be completed prior to the start of your shift and submitted to your immediate supervisor immediately. Write comments if the item is regarded as requiring attention.*

Items to be Checked	Status	Comments
LIGHTS		
Check operation and visibility of:		
Headlights	☐ Operational ☐ Requires Attention	
Parking lights	☐ Operational ☐ Requires Attention	
Indicators	☐ Operational ☐ Requires Attention	
Hazard lights	☐ Operational ☐ Requires Attention	
Brake lights	☐ Operational ☐ Requires Attention	
Reverse lights and beeper	☐ Operational ☐ Requires Attention	
BRAKES AND WARNINGS		
Check operation of handbrake	☐ Operational ☐ Requires Attention	
Check for firm brake pedal	☐ Operational ☐ Requires Attention	
Check operation of horn	☐ Operational ☐ Requires Attention	
TIRES (including spares)		
Tire tread checked for wear	☐ Operational ☐ Requires Attention	
Tire pressure checked	☐ Operational ☐ Requires Attention	
Tires and wheels checked for damage	☐ Operational ☐ Requires Attention	
INTERIOR		
Safety belts in good order	☐ Operational ☐ Requires Attention	
Mirrors – no cracks or imperfections	☐ Operational ☐ Requires Attention	
EXTERIOR		
Mirrors – no cracks or imperfections	☐ Operational ☐ Requires Attention	
Windscreen in good order and clean	☐ Operational ☐ Requires Attention	
Windscreen wipers and washers	☐ Operational ☐ Requires Attention	
Water in windscreen washer reservoir	☐ Operational ☐ Requires Attention	
SAFETY EQUIPMENT		
Fire Extinguisher	☐ Operational ☐ Requires Attention	
First Aid Kit	☐ Operational ☐ Requires Attention	
TABLET		
Tablet and mobile application	☐ Operational ☐ Requires Attention	

Notify immediate supervisor of any hazards identified that require repair.
<u>DO NOT</u> use vehicle if faults may cause accident.

Completed by:	Name:		Signature:		Date & Time:	

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
446687-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55062020629
				Vendor Number:	F596000273012
Contract Number:	G1T50	Federal Award Date:			
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 3/17/2021 | 9:04 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Town of Bay Harbor Islands, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FDOT State Service Development Program funds provide to Town of Bay Harbor Islands for the On-Demand Services Connection., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2022. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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a. The estimated total cost of the Project is $300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $150,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   "To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Town of Bay Harbor Islands

By: Maria Lasday

Name: Maria Lasday

Title: Town Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Iglesias, Daniel

6A23331EC56748A...

Name: Iglesias, Daniel

Title: D6 - Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Alicia Trujillo

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To: Rosalyn.Carcamo@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1T50

12/22/2020

CONTRACT INFORMATION

Contract:	G1T50
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TOWN OF BAY HARBOR ISLANDS
Vendor ID:	F596000273012
Beginning Date of This Agreement:	12/21/2020
Ending Date of This Agreement:	12/31/2022
Contract Total/Budgetary Ceiling:	ct = $150,000.00
Description:	Town of Bay Harbor On-Demand Services Connection

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/22/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	$150,000.00
Financial Project:	44668718401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088774/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $150,000.00

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Bay Harbor Islands / Bal Harbour / Town of Surfside will provide the On-Demand Services Connection.

B. Project Location (limits, city, county, map): Town of Bay Harbor Islands/Bay Harbor Islands, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Bay Harbor Islands / Bal Harbour / Town of Surfside will provide the On-Demand Services Connection.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446687-1-84-01	DPTO	088774	2021	751000	55.012	Service Development Program	$150,000
		Total Financial Assistance					$150,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$150,000	$150,000	$0	$300,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$150,000***	***$150,000***	***$0***	***$300,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other: _N/A_

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Freeman
Department Grant Manager Name

DocuSigned by:
Raymond Freeman
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Signature

3/17/2021 | 1:29 PM EDT
Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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RESOLUTION NO. 2221

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATON (FDOT) TO PROVIDE STATE FUNDING FOR THE TOWN'S GENERAL CIRCULATOR BUS ON- DEMAND CONNECTION SERVICES; SETTING AN EFFECTIVE DATE.

WHEREAS, a Public Transportation Joint Participation Agreement ("the Agreement") has been prepared by the Florida Department of Transportation ("FDOT") to provide State Service Development Grant Program funding assistance for the Town of Bay Harbor Islands General Bus Circulation between Bay Harbor Island, the Town of Bal Harbor, and the Town of Surfside; and

WHEREAS, FDOT agrees to provide funding of $150,000 for this joint participation project from the Public Transit Service Development Program funds.

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

1. That the attached Public Transportation Grant agreement between the State of Florida Department of Transportation (FDOT) and the Town of Bay Harbor Islands to provide On-Demand Services Connection between the Towns of Bay Harbor, Bal Harbor, and Surfside is approved. A copy of the agreement is attached hereto and incorporated by reference.
2. The Town Manager and other appropriate Town officials are authorized to take all action necessary to execute and implement the agreement.

PASSED and ADOPTED this 10th day of March 2021.

Stephanie Bruder

STEPHANIE BRUDER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.

2. **Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. **Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. **Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. **Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. **Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. **Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

   a) An evaluation of the attainment of the goals and objectives.

   b) The reasons any of the goals were not met.

   c) The benefit accrued by the Agency.

   d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $150,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF AVENTURA RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDING AND LETTING A BID/CONTRACT FOR RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES TO BEEFREE LLC D/B/A FREEBEE IN ACCORDANCE WITH THE RFP DOCUMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED ASSOCIATED CONTRACT; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Aventura, Florida has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted proposals for **RFP NO. 20-07-23-3 CITY OF AVENTURA ON-DEMAND TRANSPORTATION SERVICES;** and

WHEREAS, sealed proposals have been submitted to and received by the City pursuant to the City's RFP notice, solicitation, specifications, proposals, and requirements for the services as cited above; and

WHEREAS, staff has determined that **BEEFREE LLC d/b/a FREEBEE** has submitted the most responsible and responsive proposal for said services; and

WHEREAS, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said RFP/contract to said lowest responsible and responsive proposer.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:

Section 1. That proposal/contract for **RFP NO. 20-07-23-3, CITY OF AVENTURA ON-DEMAND TRANSPORATION SERVICES** is hereby awarded to BEEFREE LLC d/b/a FREEBEE, subject to the City obtaining and executing any required Miami-Dade County Interlocal Agreement pertaining to the service.

Section 2. That the City Manager is hereby authorized to execute, on behalf of the City, the attached contract by and between the parties embodying the terms, conditions, and specifications as set forth in the subject RFP notice, solicitation, specifications, proposal and requirements.

Section 3. That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this RFP/contract, including but not limited to, the execution of any required Interlocal Agreement.

Section 4. That this Resolution shall become effective immediately upon its adoption.

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

Commissioner Jonathan Evans	Yes
Commissioner Rachel S. Friedland	Yes
Commissioner Denise Landman	Yes
Commissioner Dr. Linda Marks	Yes
Commissioner Marc Narotsky	Yes
Vice Mayor Robert Shelley	Yes
Mayor Enid Weisman	Yes

PASSED AND ADOPTED this 2nd day of February, 2021.

ENID WEISMAN, MAYOR

ATTEST:

ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the 2nd day of February, 2021, between:

CITY OF AVENTURA
a Florida municipal corporation, hereinafter "CITY,"

and

BEEFREE, LLC,
a limited liability company d/b/a FREEBEE, authorized to do business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The CITY seeks to have an independent contractor provide on-demand transportation services to residents and visitors within the CITY and as a result, on June 23, 2020 issued RFP # 20-07-23-3 On-Demand Transportation Services.

1.2 On August 6, 2020 CONTRACTOR was one (1) of two (2) firms to submit proposals for consideration of the requested services. The CITY received a proposal from CONTRACTOR to provide a mobile application-based transportation and marketing services to CITY residents and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.3 On September 22, 2020, the Evaluation Committee interviewed both firms and ranked CONTRACTOR highest.

1.4 At the October 16, 2020 Commission Workshop, City staff and CONTRACTOR made a presentation to the City Commission and it was the consensus of the Commission for staff to negotiate a twelve (12) month contract (trial period) with CONTRACTOR for future consideration.

1.5 CONTRACTOR has developed a service to provide free local transportation utilizing electric carts ("Freebee") and has implemented the environmentally friendly transit service in several South Florida communities.

1.6 CITY and CONTRACTOR desire to enter into an Agreement for a twelve (12) month trial period for the provision of the Services as set forth herein. The trial period for CONTRACTOR's service will terminate twelve (12) months from the first date of when the on-demand transportation services become available to the CITY's residents and visitors.

1.7 On February 2, 2021, the City Commission of Aventura, adopted Resolution No. 2021-___, thereby accepting the proposal from CONTRACTOR and authorizing the City Manager to execute this Agreement with CONTRACTOR for the proposed on-demand transportation services.

1.8 The City Manager is authorized to execute an Agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as EXHIBIT "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as EXHIBIT "A".

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted, unless CONTRACTOR obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.

2.5 CONTRACTOR shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County or local and of any agency or such government, which relate to or in any manner affect the performance of this Agreement. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies.

CONTRACTOR shall be licensed and certified by all appropriate County, State and Local agencies. CONTRACTOR shall procure at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all applicable laws, regulations or ordinances of the State, County and City. CONTRACTOR shall furnish a copy of all licenses, certificates of competence or other licensor requirements necessary to provide their services

as required by Florida State Statutes.

2.6 CONTRACTOR personnel performing services pursuant to this Agreement must present a neat appearance, and must wear distinct clothing bearing the CONTRACTOR'S name for easy identification. All CONTRACTOR employees must wear a distinctive and neat uniform that is acceptable to the CITY. Any color or color combination may be used for the uniforms. The Department Director or designee may request the removal of any employee not properly uniformed.

2.7 The CONTRACTOR'S employee personnel shall undergo background screening and a drug screening prior to providing Services pursuant to this Agreement. The background screening shall comply with CITY protocols and shall include both criminal and driving record components. The Background Check Process will be conducted by Contractor, at Contractor's sole cost. The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by the CITY to perform duties under this Agreement. If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed.

The CONTRACTOR must maintain satisfactory standards of employee competency, conduct, appearance and integrity, and must take such disciplinary action against their employees, as necessary, to the extent permitted by law. Each CONTRACTOR employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the CITY. Being that the CONTRACTOR will be visible at all times to the public during the performance of its duties under this Agreement, the CONTRACTOR should ensure its employees continue to adhere to standards of conduct while on breaks. CONTRACTOR'S employees must not sleep or lay down in public view at any time during the performance of duties. If any of CONTRACTOR'S employees are found sleeping or lying down in public view by CITY staff, or if such activity is reported by the public and verified by the CITY, the CITY may impose a performance penalty of $250 per occurrence assessed to the CONTRACTOR.

2.8 The CONTRACTOR'S employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol during the performance of such services. Any CONTRACTOR employee under the influence of alcohol or a controlled substance must not be permitted to perform any services under this Agreement. Any CONTRACTOR or CONTRACTOR employee found to be in violation of this requirement will be permanently prohibited from performing any services under this Agreement. Actions taken under this Section must not relieve the CONTRACTOR of the obligation to provide sufficient personnel to perform adequate and timely services as required in this Agreement.

2.9 The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Public Works/Transportation Department for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Aventura available to the City Manager or his designee for action as required, and the decision of the CITY shall be final and binding.

ARTICLE 3
PROJECT TIMETABLE

3.1 The CONTRACTOR shall commence work as directed by CITY and in accordance with a project implementation timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in EXHIBIT "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, war, fire, theft, epidemic, pandemic, hurricane, tropical storm, inclement weather, earthquake, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as EXHIBIT "A". Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as EXHIBIT "A". A total contract price hereto is referred to as Contract Sum and shall not exceed **Three Hundred Twenty-Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents ($322,953.80)**.

4.2 The CITY will make payments to CONTRACTOR for completed and proper services rendered and in the amounts stated in EXHIBIT "A".

4.3 CONTRACTOR is prohibited from placing a lien on the CITY's property. This prohibition applies to; *inter alia,* all sub-CONTRACTORs and subcontractors, suppliers and labors.

ARTICLE 5
CONTRACTOR'S INSURANCE

5.1 The CONTRACTOR shall purchase and maintain, in full force and effect for the life of the Agreement, at CONTRACTOR'S sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the CONTRACTOR. Minimum limits for bodily/property damage liability shall be one million dollars ($1,000,000.00) per occurrence.

2. A comprehensive general liability policy with minimum coverage limits of three million dollars ($3,000,000.00) for bodily injury and property damage per occurrence.

3. A workers' compensation and employer's liability policy which covers all of the CONTRACTOR'S employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

The City of Aventura shall be named as additional insured on policies listed as 1–2 of the CONTRACTOR'S above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

Copies of all policies or certificates of such insurance shall be delivered to the CITY, and said documentation shall provide for the CITY to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by the CITY, provide copies of all official receipts and endorsements as verification of CONTRACTOR'S timely payment of each insurance policy premium as required by this Agreement.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and all properties served from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless and defend the CITY and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the CITY or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from any willful misconduct, reckless act, or negligent act or omission by the CONTRACTOR and/or its officers, employees, agents or independent contractors in the provision of services hereunder. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for the CITY's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and the CITY, provided that such legal counsel is reasonably acceptable to the CITY, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend the CITY and its officers, employees, agents or instrumentalities as herein pro-

vided. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
RESERVED

ARTICLE 10
RESERVED

ARTICLE 11
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

11.1 The CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in ARTICLE 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, mutually executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. It is recognized that if the CITY decides to add additional vehicle(s), which would operate during the same service days and times under the initial scope to those initially provided, that the monthly cost shall be increased proportionally as computed by the CITY'S Finance Director, and mutually agreed upon by both parties. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

11.2 In no event will the CONTRACTOR be compensated for any additional work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 12
TERM AND TERMINATION

12.1 The initial Agreement shall be for a trial period of Twelve (12) months in a limited area of the CITY, and shall take effect as set forth in the Rate and Services Addendum, set forth in EXHIBIT "A" hereto. If the service is successful, the CITY may wish to expand these services to other parts of the CITY, and subject to approval by the City Manager and CONTRACTOR, the CITY and CONTRACTOR may by mutual agreement, agree to extend the Agreement for two (2) additional (1) one-year periods, at the same or substantially similar terms, conditions and specifications.

In the event services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), it shall be incumbent upon the CONTRACTOR to continue the service, if requested by the CITY, until new services can be completely operational, provided that the CITY compensates CONTRACTOR for such continued service at the same monthly rate as provided hereunder. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing Agreement.

12.2 Either the CITY or CONTRACTOR may terminate this Agreement any time and for any reason upon giving thirty (30) days' notice to the other party.

1. If this Agreement should be terminated for convenience as provided herein, the CITY will be relieved of all obligations under this Agreement. The CITY will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.
2. This Agreement may also be terminated by the City Manager, or designee upon such notice as the City Manager, or designee deems appropriate under the circumstances in the event the City Manager or designee determines that termination is necessary to protect the public health, safety or welfare.

12.3 In case of default by the CONTRACTOR, the CITY may cancel the Agreement, procure the services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

ARTICLE 13
CONTRACT DOCUMENTS

13.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Rates and Services Addendum for transportation services to residents and visitors within the CITY as set forth in and made a part of this Agreement as EXHIBIT "A"; and all other exhibits thereto.

ARTICLE 14
MISCELLANEOUS

14.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, which shall not be unreasonably withheld. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. In the event that the majority ownership or control of the CONTRACTOR changes hands, CONTRACTOR shall promptly notify CITY in writing pursuant to the Notice Section herein of such change in ownership or control at least 30 days prior to such change, and CITY shall have the right to terminate this Agreement upon 30 days written notice, at CITY'S sole discretion. However, this Agreement shall run to the CITY and its successors and assigns.

14.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY upon reasonable notice to CONTRACTOR, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

PUBLIC RECORDS

1. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

2. Upon request from the CITY custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created exclusively in connection with this Agreement are and shall remain the property of the CITY.

4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

5. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

6. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	**City Clerk's Office**
Mailing address:	**19200 W. Country Club Drive** **Aventura, FL 33180**
Telephone number:	**(305) 466-8901**
Email:	horvathe@cityofaventura.com

14.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

14.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For

the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

City: Mr. Ronald J. Wasson
City Manager
City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180

Copy To: Mr. David M. Wolpin
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd., Suite 1900
Ft. Lauderdale, FL 33301

Contractor: Mr. Jason Spiegel
Managing Partner
Beefree, LLC d/b/a Freebee
2312 N. Miami Avenue
Miami, FL 33127

14.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury in any litigation between the parties which, in any way, arises out of or concerns this Agreement or the course of dealing between the parties.

14.12 Venue. Any litigation arising out of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

14.13 Attorney's Fees. In the event of a dispute or litigation brought to enforce the terms this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

14.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.15 Waiver. Failure of the CITY or CONTRACTOR to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right but the same shall remain in full force and effect.

14.16 Scrutinized Companies.

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, 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.

B. If this Agreement is for more than one million dollars ($1,000,000.00), the CONTRACTOR 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 CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, 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.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. 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.

14.17 Discriminatory Practices. The CONTRACTOR shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The CONTRACTOR will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

Anti-BDS Clause: By responding to the, RFP, CONTRACTOR certifies and agrees that it is not currently engaged in, nor will it engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

ARTICLE 15
DISPUTES

15.1 If any dispute concerning a question of fact arises under this Agreement, other than termination for default or convenience, the CONTRACTOR and the CITY's Administration shall make a good faith effort to resolve the dispute.

ARTICLE 16
RESERVED

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its Managing Partner, duly authorized officer to execute same.

CITY

CITY OF AVENTURA, FLORIDA

By:_____
Ronald J. Wasson, City Manager

AUTHENTICATION:

_____
Ellisa L. Horvath, MMC
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF CITY OF AVENTURA, FLORIDA, ONLY

_____
David M. Wolpin, City Attorney

CONTRACTOR

BEEFREE, LLC d/b/a FREEBEE

WITNESSES:

_____

By: _____
Jason Spiegel on behalf of BEEFREE, LLC d/b/a FREEBEE

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or — online notarization, this 26 day of Feb, 2021, by Jasan Spiegel.
(Name of person making statement)

Personally known to me ✓ or has produced Identification —, type of identification produced N/A.

_____
SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL HERE)

EMMANUEL GARCIA
Notary Public - State of Florida
Commission # GG 981405
My Comm. Expires Aug 7, 2024
Bonded through National Notary Assn.

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE
"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF AVENTURA ("CITY"), made and entered into on February 2, 2021 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term**. The term of the Services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon, and shall remain in full force and effect for twelve (12) months from the commencement date (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.

2. **Services**. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
   a) FREEBEE will provide two (2) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Both Vehicles dedicated to CITY will be wheelchair accessible, and FREEBEE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. FREEBEE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
   b) FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, one (1) vehicle will be in operation and FREEBEE will try to limit this to downtime in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, both wheelchair-accessible vehicles will be available to accommodate passengers, upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
   c) Prior to the beginning of the Term, FREEBEE will deliver to CITY at least one (1) fast charger for charging the Vehicles. The fast charger will remain property of FREEBEE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger. FREEBEE shall be solely responsible for all electricity fees, costs and expenses.
   d) Prior to the beginning of the Term, FREEBEE will add CITY as an additional insured on FREEBEE's automobile insurance policy of at least one million dollars ($1,000,000.00), and on FREEBEE's general liability policy of at least three million dollars ($3,000,000.00). CITY will remain as an additional

insured on said policies throughout the Term. FREEBEE must also otherwise comply with the insurance requirements as set forth in the Agreement.

e) FREEBEE will assist CITY in developing a marketing plan to encourage ridership on the Vehicles during the Term.

f) Beginning with the second month of the Term and continuing for each month of the Term thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.

g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.

h) FREEBEE shall utilize its best efforts to assist CITY with the related Miami-Dade County Interlocal Agreement and with all related County requirements.

3. **Rates**. As consideration for the Services listed above, CITY shall pay FREEBEE at the following Rates:

a) The total payment for the Services to be provided under this Addendum shall not exceed **Three Hundred Twenty Two Thousand Nine Hundred Fifty-Three Dollars and 80 cents ($322,953.80)**.with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.

b) The breakdown for the Services charge is as follows:

i. Two (2) XL Vehicles

ii. Service: Monday through Sunday 7:00 am – 11:00 pm.

iii. Ninety-Eight (98) Hours of labor per vehicle weekly (weather and conditions permitting)

iv. Cost: **$322,953.80 Annually**

4. **Payment Terms**. CITY agrees to pay the Rates in monthly installments, as follows:

a) Twelve (12) payments of approximately $26,912.82 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles as set forth in Section 2 above.

5. **Additional Terms**.

a) CITY's operating hours, as contemplated in Section 2.b. above, shall be as follows: Monday through Sunday 7:00 am – 11:00 pm. These hours may be modified by mutual written agreement of the Parties as ridership data becomes available throughout the Term.

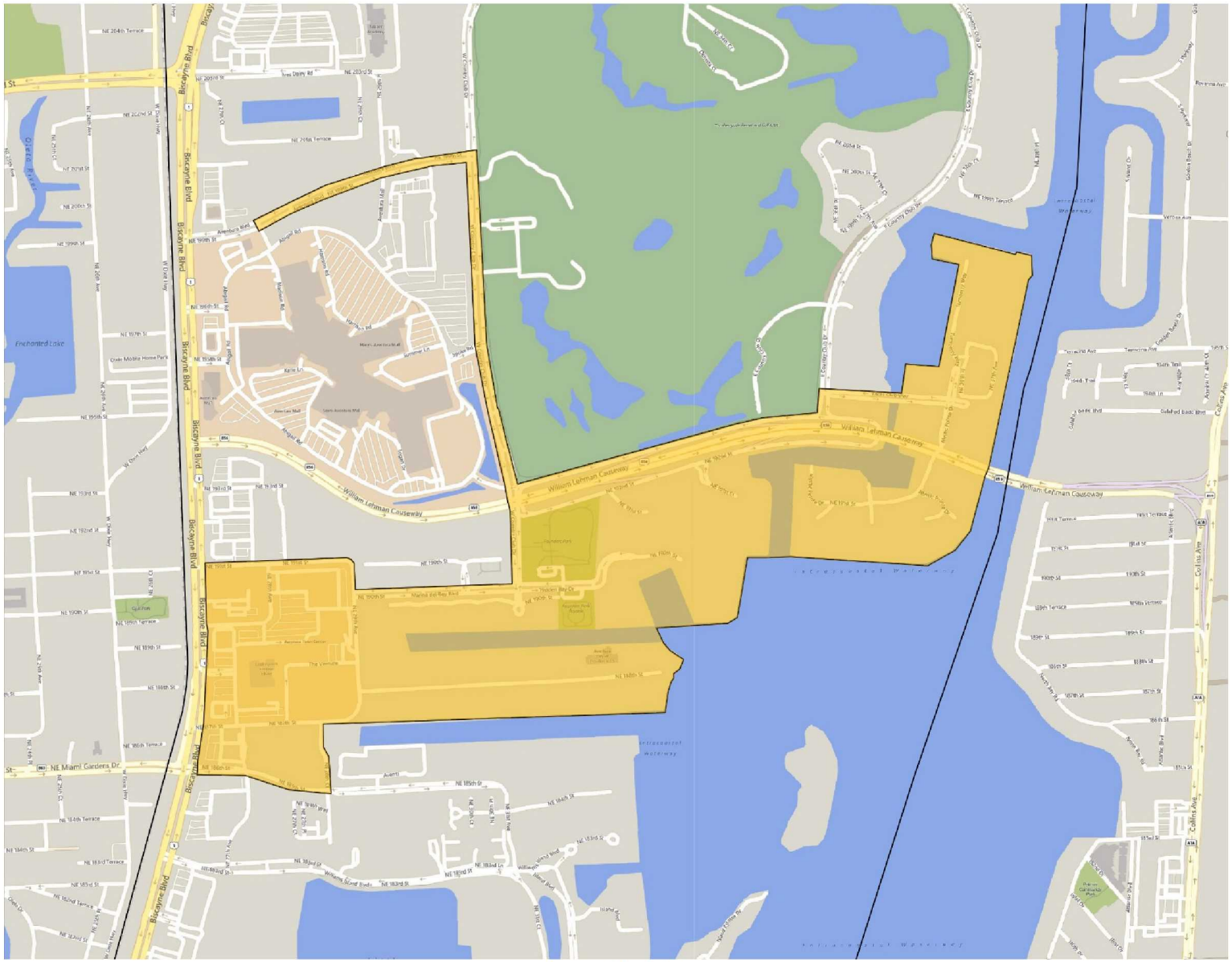
b) CITY shall be responsible for installation and maintenance of the fast charger(s) and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.

c) FREEBEE will operate the Vehicles in CITY'S designated service area map as delineated in EXHIBIT "B" (Subject to Revision as Necessary).

d) Should local law allow for FREEBEE to sell advertising space on the Vehicles at any time during the Term, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to placement on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to

50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that FREEBEE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by FREEBEE.

EXHIBIT "B"
DESIGNATED SERVICE AREA MAP
(Subject to Revision as Necessary)



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ON-DEMAND TRANSPORTATION PROGRAM
RATES AND SERVICES AGREEMENT
CITY OF WEST MIAMI

This ON-DEMAND TRANSPORTATION Program Rates and Services Agreement ("Agreement") is made effective as of the 1ST day of November, 2020 (the "Effective Date"), by and between the **CITY OF WEST MIAMI**, a Florida municipal corporation, whose principal address is 901 S.W. 62 Avenue, West Miami, Florida 33144 (hereinafter, the "CITY"), and **BEEFREE, LLC d/b/a Freebee**, a Florida limited liability company, whose principal address is 2312 N. Miami Ave., Miami, FL 33127 (hereinafter, "Beefree").

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term**. The term of the Services set forth under this Agreement shall commence on **November 1st, 2020** and shall remain in full force and effect until **September 30th, 2022** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.

   The CITY Commission will have two (2) option's to extend the Term for an additional period of two (2) years beginning upon expiration of the Term, subject to BEEFREE's agreement to such extensions. Should CITY wish to exercise its option(s) to extend the Term, it shall notify BEEFREE in writing at least thirty (30) days prior to the expiration of the preceding Term.

2. **Services**. This Agreement is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CITY at the rates specified herein (the "Rates"):

   a. BEEFREE will provide one (1) "Freebee" electric vehicle dedicated to CITY (the "Vehicle") for the duration of the Term. Freebee will also provide a wheelchair accessible Vehicle dedicated to CITY.

   b. BEEFREE will operate the Vehicle within CITY's designated service area during CITY's operating hours (weather and conditions permitting), except for times when drivers are on meal breaks or other short breaks approved by BEEFREE. CITY reserves the right to increase the service hours during the term of the Agreement. BEEFREE agrees that at all times during CITY's operating hours, at least one (1) wheelchair accessible vehicle will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs within the vehicle should such accommodations be requested.

   c. BEEFREE will provide drivers for the Vehicle who shall be fully licensed and insured, at its own cost.

   d. Prior to the beginning of the Term, BEEFREE will deliver to CITY one (1) fast charger for charging the Vehicle. The fast charger will remain property of BEEFREE but will remain in the CITY for purposes of charging the Vehicle throughout the Term. At the conclusion of the Term, BEEFREE shall be entitled to retake possession of the fast charger.

   e. Prior to the beginning of the Term, BEEFREE will add CITY as an additional insured on BEEFREE's automobile insurance policy (of at least $1 million), on BEEFREE's general liability policy (of at least $3 million), and on BEEFREE's workers' compensation policy (of at least $500,000), and in compliance with Florida law. CITY will remain as an additional insured on said policies throughout the Term. BEEFREE will provide CITY with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from CITY. BEEFREE will provide not less than twenty (20) business days' written notice to CITY before any policy or coverage is cancelled, restricted, or a material change is made.

   f. BEEFREE will assist CITY in developing a marketing plan to encourage ridership on the Vehicle during the Term and will provide promotional brochures at no additional cost to CITY.

   g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide CITY with a monthly report showing data and analytics related to ridership in the

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Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last monthly payment due date, unless another time frame is agreed to between the Parties.

3. **Compensation & Rates.** As consideration for the Services listed above, CITY shall pay BEEFREE at the following Rates:

   a. For the one (1) Vehicle, CITY shall pay BEEFREE a rate of $7,621 per month. CITY and BEEFREE agree that this rate will compensate BEEFREE for the base service of operating the Vehicle up to thirty-nine (39) hours per week. Any additional hours, requested by CITY and approved by BEEFREE at its sole discretion, will be billed to CITY at a maximum of $46.81 per hour.

4. **Payment Terms.** CITY agrees to pay the Rates in installments, as follows:

   a. First payment of **Seven Thousand Six Hundred and Twenty One Dollars no cents (US$7,621.00)** shall be made to BEEFREE upon execution of this Agreement, which shall apply towards the initial month of base service. Should CITY request operation of the Vehicle in excess of forty seven (47) hours per week at any time during the initial month of base service, BEEFREE will invoice the CITY once per month for all excess hours of operation fulfilled during the prior month.

   b. After the initial month of Services, BEEFREE shall invoice the CITY once per month for all Services provided during the prior month.

   c. CITY will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.

   d. With each invoice to CITY, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicle as backup to support any credit to CITY. However, BEEFREE shall be under no obligation to make any payment or provide any credit to CITY until such time, and only to the extent, that payment of an invoice for advertising on the Vehicle is actually received by BEEFREE.

5. **Additional Terms.**

   a. CITY's operating hours, as contemplated in Section 2.b. above, will be established in a writing agreed upon by the Parties prior to the beginning of the Term, and may be modified by subsequent written agreements of the Parties as ridership data becomes available throughout the Term. CITY reserves the right to adjust the operating hours based on actual demand, subject to BEEFREE's approval and ability to perform, which shall not be unreasonably withheld.

   b. CITY shall be responsible for installation and maintenance of the one (1) fast charger and any costs associated therewith at all times after acceptance of the delivery described in Section 2.d. above.

   c. If at any time during the Term CITY determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, CITY shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets CITY's standards. Any such request shall be made by CITY to BEEFREE in writing and shall state the reason(s) for CITY's request in detail sufficient to apprise BEEFREE of the basis for CITY's request. BEEFREE shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from CITY.

   d. If at any time during the Term CITY determines that any part of a Vehicle is in disrepair, CITY shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by CITY within seven (7) days of receiving notice from CITY.

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e. BEEFREE will operate the Vehicles in CITY's designated service area as delineated in the attached map.

f. CITY will provide two (2) covered and secured space for parking and charging the Vehicle for the duration of the Term at no cost to BEEFREE.

g. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and CITY, with each entitled to 50% of advertising revenue that is generated and received by BEEFREE. CITY shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.d. above. At any time, CITY may request copies of advertising agreements entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days of receipt of such a request. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CITY expressly acknowledges that no such guarantee has been made by BEEFREE.

h. Any and all notices shall be in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notices shall be provided to the following individuals to be deemed effective:

   a. **CITY:**
   Attn: Yolanda Aguilar, City Manager
   City of West Miami
   901 S.W. 62 Avenue
   West Miami, FL 33144
   (305-242-8109
   YolandaAguilar@cityofwestmiami.org

   b. **BEEFREE:**
   Attn: Jason Spiegel, M
   2312 N Miami Avenue
   Miami, FL 33127
   (215) 370-5699
   jason@ridefreebee.com

6. **Termination.** This Agreement, along with any addendums hereto, as may be mutually executed by the Parties from time to time, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or any addendums hereto, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing notice to the breaching party.

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(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
(c) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.
(d) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that CITY provides notice of termination and directs BEEFREE not to perform the services during the notice period, CITY agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CITY will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any addendums hereto through the date of termination.

7. **Governing Law.** This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

8. **Venue.** The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Florida located in Miami-Dade County, Florida, or, in the event that such Federal Court does not have subject matter jurisdiction over such proceeding, in the courts of the State of Florida located in Miami-Dade County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any addendums hereto.

9. **Severability.** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

10. **Indemnification.** BEEFREE agrees to indemnify, defend and hold CITY its parents, affiliates, subsidiaries, principals, officers, and agents, harmless against any claims, suits, actions, or demands (including but not limited to any damages, reasonable attorneys' fees and costs) arising out of allegations that BEFREE's advertising content or the use of such advertising content in or in connection with the services provided hereunder infringe upon any intellectual property right of any third party. BEEFREE also agrees to indemnify, defend, and hold CITY, its parents, affiliates, subsidiaries, principals, officers, and agents, harmless against any claims, suits, actions, or demands (including but not limited to any damages, reasonable attorneys' fees and costs) based on damage caused to property or based on injury and/or death of persons, including for product liability, arising out of any unlawful, willful, negligent or reckless acts or omissions by BEEFREE.

11. **Force Majeure.** BEEFREE shall not be liable to CITY for non-performance or delay in performance of any of its obligations under this Agreement and any addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, pandemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

12. **Assignment.** This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

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13. **Construction and Interpretation.** The rule requiring construction or interpretation against the drafter is waived. This Agreement and any addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

14. **Entire Agreement.** This Agreement forms the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date last written below.

Attest:

By: _____
Annery Gonzalez, City Clerk

CITY OF WEST MIAMI

By: _____
Yolanda Aguilar, City Manager

Date: 8/18/2021

Legal Sufficiency:

By: _____
Jose A. Villalobos, City Attorney

Witness:

Signed, sealed and witnessed in the presence of:

By: _____

As to **BEEFREE**:

DocuSigned by:

By: Jason Spiegel
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Name: Jason Spiegel

Title: Managing Partner

Date: 11/2/2021

Agreement Between Contractor and Town of Bay Harbor Islands

AGREEMENT (CONTRACT)

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the____day of_____, in the year 2022, 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 below in CONTRACT NO. BHI-218. The Work is generally described as follows:

A Modified Shuttle and On-Demand Transit Services that includes two main components: (1) Shuttle Transit Services and (2) On-Demand Transit Services ("Services"). The Shuttle Transit Service component shall consist of the use of shuttle air-conditioned vehicles to provide transit services for the Town, the Village of Bal Harbour, and the Town of Surfside (collectively, the "Surf-Bal-Bay Community") along the Surf-Bal-Bay Shuttle Route. The On-Demand Transit Service component shall consist of operating air-conditioned electric vehicles to provide the Surf-Bal-Bay Community first/last mile transportation when requested through a ride-hailing application.

The Project is referenced as follows:

TOWN OF BAY HARBOR ISLANDS

Modified Shuttle and On-Demand Transit Services

CONTRACT NO. BHI-218

Article II. SCOPE OF SERVICES

2.1 INTRODUCTION.

Contractor shall provide vehicles, maintenance, personnel, and operations for Modified Shuttle and On-Demand Transit Services ("Services") consisting of combined (1) Shuttle Transit Services and (2) On-Demand Transit Services in the Town, Bal Harbor Village, and the Town of Surfside

(collectively, the "Surf-Bal-Bay Community"), in accordance with the terms, conditions, and specifications stated below.

2.2 SHUTTLE TRANSIT SERVICES.

2.2.1 Scope of Work.

Contractor shall operate a single fixed route called the Surf-Bal-Bay shuttle, serving three municipalities, and an on-demand (door-to-door) service. Contractor agrees to operate a minimum of two air-conditioned (2) mini-buses every 60 minutes from 9:00 a.m. – 5:00 p.m., weekdays only, commencing [MONTH/DATE], 2021 until [MONTH/DATE], 2022, in accordance with the service hours specified in the SBB Shuttle Route Schedule, attached hereto as Exhibit "A-1." The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This route would provide first mile/last mile capability for regional trips. The Surf-Bal-Bay Community Shuttle Route is attached hereto as Exhibit "B-1" (the "SBB Shuttle Route"). The Town may request changes to the SBB Shuttle Route ("Route Changes"), extended times of the SBB Shuttle Route (before 9:00 a.m. and after 5:00 p.m.) ("Extended Route Times"), and additional days (on weekends) ("Additional Route Days").

Passengers shall be picked up and discharged only at those designated shuttle stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers. Proposer shall be responsible for the installation and maintenance of shuttle bus benches and route stop signs at the fixed-route stops listed in the SBB Shuttle Route Schedule, provided in Exhibit "A-1." The Town may add or remove proposed shuttle stops along the route provided in Exhibit "B-1."

2.2.2 Operation.

2.2.2.1 Facilities.

Contractor is required to provide the following facilities to effectively manage and operate the Surf-Bal-Bay Shuttle Route:

2.2.2.1.1 Dispatch and supervisor Station,
2.2.2.1.2 Facility for maintenance of shuttle vehicles,
2.2.2.1.3 Secure storage for the Contractor's shuttle vehicles and maintenance equipment,
2.2.2.1.4 Daily fueling for Proposer's shuttle vehicles and also to provide a dedicated source of fuel during emergencies/disasters,
2.2.2.1.5 Break rooms for drivers and staff, and
2.2.2.1.6 Restroom facilities for drivers and staff.

2.2.2.2 Operating Procedures.

Contractor shall prepare and submit with its proposal written procedures for the operation of the SBB Shuttle Route. Standard Operating Procedures shall include:

2.2.2.2.1 Procedures and plans on maintaining thirty (30) minute headways based on the SBB Shuttle Route Schedule, attached hereto as Exhibit "A-1."
2.2.2.2.2 Plans for replacement of disabled shuttle vehicles;
2.2.2.2.3 Procedures for notifying Town of delays and cancellation;
2.2.2.2.4 A list of contact persons with the authority to make operating decisions and can be reached before and after service hours.
2.2.2.2.5 Accident review procedures and corrective processes;
2.2.2.2.6 Radio check in and coordination procedures for maintaining shuttle vehicle headways, including GPS and/or automated vehicle location reporting;
2.2.2.2.7 Description of shuttle vehicle operator training;
2.2.2.2.8 Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by shuttle vehicle operators.
2.2.2.2.9 Procedures for daily servicing;
2.2.2.2.10 Fare collection and accounting procedures, and fare payment validation and enforcement procedures, if fares are implemented by the Town;
2.2.2.2.11 Shuttle vehicle dispatch procedures to achieve balanced accumulation of mileage for each shuttle vehicle in the fleet and as necessary to accomplish shuttle vehicle maintenance;
2.2.2.2.12 Contingency plans in the event of emergencies, such as accidents, fires, mechanical failures, inclement weather, and criminal activity;
2.2.2.2.13 Procedures for handling of public and internal comments and complains;
2.2.2.2.14 Shuttle vehicle operator safety, recognition, rewards, and disciplinary programs;
2.2.2.2.15 Customer service guidelines;
2.2.2.2.16 Supervisory procedures, including supervision of personnel, performance schedules, and performance monitoring.

2.2.3 Vehicles.
Contractor's shuttle vehicles shall comply with the following specifications:

2.2.3.1 Shuttle vehicle shall provide air-conditioning and seating for at least 12-18 individuals.
2.2.3.2 Shuttle vehicles shall comply with the Americans with Disabilities Act and toward that end shall be equipped with either a hydraulic wheelchair lift or a ramp.
2.2.3.3 Shuttle vehicles shall comply with the requirements provided by law (Approved Equal Busses) and the Florida Administrative Code 14-90 (i.e., passenger door, mirror height, etc.). Fleets must meet all local, state, and federal requirements as applicable to public transit vehicles.

2.3 ON-DEMAND TRANSIT SERVICES.

2.3.1 SCOPE OF WORK.
On-Demand low speed air-conditioned electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The Town may request changes to the hours (before 9:00 a.m. and after 5:00 p.m.).

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two (2) air-conditioned vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. The Town may request additional vehicle(s) and hours (before 9:00 a.m. and after 5:00 p.m.). Passengers would request a ride through an app on their smartphone or by calling a phone number. On-Demand Transit Service, focusing on short first/last mile trips, using a minimum of two (2) On-Demand Transit vehicles will operate in the area described in Exhibit C-1. The Contractor shall operate the On-Demand Transit Service as a continuous vanpool, dynamically adjusting vehicle routing to meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

2.3.2 SERVICE DAYS.

Contractor shall operate On-Demand Transit Service seven days per week, commencing [Month/Date], 2021, until [Month/Date], 2022. Service hours shall be held from 9:00 AM to 5:00 PM, seven (7) days a week. The Town may request additional hours (before 9:00 a.m. and after 5:00 p.m.).

2.3.3 VEHICLE SPECIFICATIONS.

Proposer's vehicles shall meet the minimum vehicle specifications listed below:

2.3.3.1 Vehicle Type: Electric vehicle with full doors, air-conditioning, windows and seatbelts. At least one vehicle will be wheelchair accessible.
2.3.3.2 Vehicle Year: 2017 or newer.
2.3.3.3 Seating Capacity: Minimum of five seats (four passenger seats and one vehicle operator seat).
2.3.3.4 Vehicle Charging: Charges shall be provided, installed, operated, and maintained by the Contractor during the entire program. Cost of electricity shall be covered. Charging equipment shall remain property of the Proposer.
2.3.3.5 Vehicle must be low speed, motorized and street legal.

2.3.4 TECHNOLOGY.

Contractor shall use a technology platform that supports on-demand responsive operations. Features of the technology platform shall include, but are not limited to:

2.3.4.1 Routing and dispatching of vehicles in the form of a mobile application.
2.3.4.2 Remote real-time tracking of service for both users and dispatch.
2.3.4.3 Customer-friendly mobile application available for download in the Apple and Android stores, downloadable at no cost to riders.
2.3.4.4 Dashboard for analysis of service operations available to Town staff.
2.3.4.5 Application Programming Interface (API) enabled to connect with Town transit applications, Miami-Dade Transit Application, and Google Maps.

Contractor shall provide a real-time online data portal where all relevant data sourced are housed, and Town staff can track pre-determined metrics. Contractor shall be responsible for tracking and reporting data including, but not limited to, hourly, daily, weekly, monthly ridership, vehicle occupancy, trip origins and destinations, heat maps, minimum, maximum, and average wait times,

minimum, maximum, and average trip length, passenger demographics, rider request methods utilized, number of canceled trips (by riders or vehicle operators), numbers of missed trips (if vehicle did not serve customer and customer never cancelled request, and similar statistics. For cancelled trips, information as to duration of time between when the ride was requested and cancelled shall be reported. Additionally, the Contractor shall report drivers' ratings and feedback received from passengers.

2.4 OPERATIONAL REQUIREMENTS FOR SHUTTLE VEHICLES AND ON-DEMAND TRANSIT VEHICLES.

2.4.1 Licenses. Vehicle operators must have a valid Florida Commercial Driver's License (Chauffeurs or commercial) as well as any other licenses required by federal, state, and local regulations.

2.4.2 Maintenance.

2.4.2.1 Vehicle Maintenance and Repairs. Contractor shall be responsible for all maintenance activities including, but not limited to, replacement of parts, tires, oil, fluid changes, filters, and cleaning of vehicle. Contractor shall be responsible and provide all general repairs to all vehicles operated pursuant to this Contract. Town shall not be responsible or required to provide any repairs, replacements, or maintenance for any vehicle at any time.

2.4.2.2 Preventative Maintenance. Contractor shall design and implement a preventative maintenance program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by manufacturer. Elements of the preventative maintenance program shall include:

2.4.2.2.1 Daily pre- and post-pullout safety instructions.
2.4.2.2.2 Daily servicing of fluid levels, tires, lights, and minor mechanical problems. Brakes shall be checked weekly.
2.4.2.2.3 Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
2.4.2.2.4 Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of vehicle components.
2.4.2.2.5 Contractor shall be responsible for the required inspections of all vehicles used for the services, if and when applicable. Contractor shall schedule and deliver vehicles to a certified inspection station, if and when applicable.
2.4.2.2.6 Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition, or any other mechanical condition that may have an effect on the continued safe operation of a vehicle.

2.4.2.2.7 Contractor shall be responsible for providing any towing services necessary to complete repairs required.

2.4.2.2.8 Mechanical and Body Repairs. Within three days of learning of damage or the need for any repairs, Contractor shall complete all mechanical repairs found necessary to maintain the function of all components and features of the vehicles, unless otherwise permitted by the Town. Mechanical and body repairs shall be conducted as follows:

2.4.2.2.8.1.1 Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing work prior to returning the vehicle to service.

2.4.2.2.8.1.2 Minor body damage repairs shall be repaired as soon as possible, but shall not exceed two weeks, subject to availability of OEM parts when needed.

2.4.2.2.8.1.3 Major body damage shall be repair before returning the vehicle into service, not to exceed five weeks out of service, subject to availability of OEM parts when needed.

2.4.2.3 Vehicle Cleaning. Contractor shall provide all labor and materials necessary to keep all vehicles clean at all times. Contractor shall wash the exterior of the vehicles, including support vehicles, at least weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping/cleaning the floor, and cleaning the windows if required. Contractor shall wash all vehicle interior items, including, for example, seats, handrails, armrests, etc. Vehicle interiors shall be free from vermin, insects, noxious odors, and similar conditions. Contractor shall remove all graffiti from vehicles, whether on the vehicles' interior or exterior, immediately or as soon as is practicable, but no later than the start of the next days' service. If the graffiti is offensive or vulgar and cannot be removed, the vehicle shall be taken out of service immediately.

2.4.2.4 Preventative Maintenance of Heating and Air Conditioning for Shuttle Vehicles. Periodic inspection and servicing checklists will be developed that conform to manufacturer's most severe service recommendations and generally accepted best industry practices. The Contractor shall properly maintain operating HVAC systems on all shuttle vehicles at all times. No shuttle vehicle shall be permitted to enter service without properly functioning heating or air conditioning systems and the Contractor shall be expected to make all reasonable efforts change out a shuttle vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

2.4.2.5 Vehicles in need of Repair or Cleaning. Contractor shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

2.4.3 Air Conditioning. Shuttle Vehicles air condition units must function properly at all times in all vehicles, and shall operate at an internal ambient temperature of 75 degrees Fahrenheit.

2.4.4 Records.

2.4.4.1 Vehicle Records. Contractor shall maintain a complete individual vehicle history of every vehicle used. The Contractor shall be responsible for keeping the vehicle maintenance current throughout the term of the Contract for the Services and shall make available complete copies of all files available to the Town at the end of the Contract. The Town or its agent shall have reasonable access to all vehicle maintenance records during planned or unannounced visits or inspects of the Contractor's facility for the duration of the Contract. The Contractor shall maintain records including, but not limited to:

2.4.4.1.1 Completion of required inspections.
2.4.4.1.2 Timely execution of scheduled services.
2.4.4.1.3 Major repairs and replacements.
2.4.4.1.4 Use of parts and components.
2.4.4.1.5 Unscheduled maintenance.
2.4.4.1.6 Accident repairs and body work.
2.4.4.1.7 Warranty work and claims.
2.4.4.1.8 Fuel and oil and fluids consumption on a unit per vehicle basis;
2.4.4.1.9 Vehicle mileage and hours of operation.
2.4.4.1.10 Tire and brake life.
2.4.4.1.11 Hours of operation.
2.4.4.1.12 Frequency of service provided.
2.4.4.1.13 Days of operation.
2.4.4.1.14 Total actual vehicle miles.
2.4.4.1.15 Total vehicle revenue miles, if applicable.
2.4.4.1.16 Total vehicle revenue miles, if applicable.
2.4.4.1.17 Unlinked passenger trips (number of passengers who board the public transportation vehicle determined by an actual 100% count or by a Federal Transit Administration approved sampling procedure).
2.4.4.1.18 Passenger miles (Sum of distance ridden by each passenger).
2.4.4.1.19 Ridership for each route.

2.4.4.2 Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to vehicle operators and staff on all vehicles. A vehicle defect report shall be completed as part of pre-trip inspections on each vehicle and after service and filed chronologically by vehicle number. Vehicle operators will turn in defect cards prior to and after each shift to the Proposer's staff person charged with reviewing each card to prevent vehicles with problems from being assigned to any following trip.

2.4.4.3 Contractor shall also be responsible for documenting, filing, and executing all warranty claims with the OEM component manufacturers. Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the Town compliance with necessary warranty requirements. Contractor shall track all warranty work, including parts and labor, and submit claims for reimbursement to the manufacturer/supplier. The Town

may have its staff review Contractor's vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

2.4.4.4 Town shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Contractor's facility for the duration of awarded Contract for the duration of the Contract.

2.4.5 Identification Tags. Contractor's vehicle operators and other staff that come in contact with the public shall wear identification tags clearly stating their first name at all times while performing their duties.

2.4.6 Accident and Incident Procedures.

2.4.6.1 The Contractor shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures, subject to approval by the Town.

2.4.6.2 Contractor shall be responsible for reporting to the Town any and all incidents that occur, as described below.

2.4.6.3 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately notified to the Town Police Department. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.

2.4.6.4 The Contractor shall immediately notify the Town of any accident or incident, especially those resulting in injury, in loss or damage to the Town and /or private property. Written notification shall be sent within 48 hours. The written notice shall describe the sequence of events and include reports by the vehicle operator, attendant, witnesses, and any other relevant individuals. In addition, the Contractor shall notify the Florida Department of Transportation verbally within 48 hours thereafter the incident, followed by a written report within 48 hours. Contractor shall notify the Florida Department of Transportation of any fatalities verbally within 24 hours, followed by a written report within 24 hours. Contractor shall be responsible for providing follow-up reports, both verbally and in writing, within the required hours of the reported incident.

2.4.6.5 Contractor must implement a written Drug and Alcohol Testing program.

2.4.7 Vehicles in Need of Repair or Cleaning. Contractor shall immediately remove from operation any vehicle deemed to be in need of repair, cleaning, or other action by the Town.

2.4.8 Service Standards. Contractor shall operate the Modified Shuttle and On-Demand Transit Services in a manner that will maximize the efficiency of the service while achieving excellent customer service. Contractor's technical performance and customer service performance will be periodically evaluated by the Town. The Contractor and the Town shall meet periodically to evaluate the performance and effectiveness of the Modified

Shuttle and On-Demand Transit Services. If applicable, Contractor will take all reasonable actions requested by the Town to immediately correct deficiencies in performance after review of the performance evaluation.

2.4.9 Additional Operating Procedures. Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction over the service area and operate all vehicles with the highest regard for all aspects of safety. Additionally, Contractor will comply with the following requirements:

2.4.9.1 Contractor shall not use vehicles for illegal purposes.
2.4.9.2 Contractor shall not use vehicles for towing, pushing, or any purpose other than transportation of passengers.
2.4.9.3 Contractor shall not overload vehicles beyond their specified carrying capacity, nor operate a vehicle in an unsafe manner.
2.4.9.4 Contractor shall not use vehicles in any way except as specifically authorized by the Town.
2.4.9.5 All vehicles shall operate with headlights and taillights turned on while in service.
2.4.9.6 Service shall be provided to all orderly persons who pay the proper fare, if applicable, and comply with ridership rules and regulations established by the Town. Contractor shall not discriminate against any passenger on the basis of race, color, religion, country of origin, age, gender, sexual preference, or disability.
2.4.9.7 Contractor's vehicles shall not play music while servicing customers/riders.

2.4.10 Reporting Requirements. Contractor shall maintain and provide to the Town and/or Miami-Dade County with the following information each month:
2.4.10.1 On time performance.
2.4.10.2 Average vehicle speed, per rout.
2.4.10.3 Revenue miles.
2.4.10.4 Revenue hours.
2.4.10.5 Number of incidents.
2.4.10.6 Number of complaints.

2.5 PERSONNEL.

2.5.1 Contractor's dispatch personnel shall be bilingual for English and Spanish, and shall be trained for the special needs of elderly and disabled individuals. Dispatchers shall respond to questions concerning the service with courtesy, respect, sensitivity, and effectiveness.

2.5.2 Contractor's vehicle operators shall comply with the following requirements:

2.5.2.1 Vehicle operators must have a successful a background clearance, medical examination certificate and pass drug testing. Proposer shall not allow any vehicle operator to operate a vehicle if the vehicle operator does not pass the medical and drug examination.
2.5.2.2 Vehicle operators shall be trained in all operational procedures, including thorough knowledge of the service area street network.
2.5.2.3 Vehicle operators shall be fully trained in defensive driving and vehicle handling.

2.5.2.4 Vehicle operators shall be trained in the special skills required to provide transportation to the elderly and disabled individuals, including customer service, assisting elderly and disabled riders enter and exit the vehicle, operation of hydraulic wheelchair lift or use of a wheelchair ramp in order for disabled persons to enter and exit vehicles, and proper use of wheelchair harnesses.

2.5.2.5 Vehicle operators shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.

2.5.2.6 Vehicle operators shall be trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in the service, wheelchair lifts and harness systems, and other equipment that they may be expected to use during service hours.

2.5.2.7 Regularly assigned vehicle operators or trained back-up vehicle operators shall be available and on-time on a daily basis to ensure consistent and reliable service.

2.5.2.8 Vehicle operators shall not take lunch hour or breaks inside or close by the Contractor's vehicles.

2.5.2.9 Passengers must never be kept waiting, except for scheduled headways.

2.5.2.10 Each vehicle operator shall have an accurate timepiece available and in clear sight at all times while operating a vehicle.

2.5.2.11 Vehicle operators must have a thorough knowledge of and abide by all traffic regulations.

2.5.2.12 Vehicle operators shall be sensitive to ridership comforts, such as interior temperatures of their vehicle, cleanliness of their vehicles, etc.

2.5.3 Contractor's staff and vehicle operators shall be trained to understand and practice the high quality of customer service required by the Town. Contractor shall provide adequate customer service training to its employees and demonstrate to the Town that vehicle operators have attended and successfully completed customer service trainings.

2.6 MISCELLANEOUS.

2.6.1 Fares. The Contractor shall operate the Shuttle Transit Services and On-Demand Transit Services at no cost to the riders, unless the Town, at its sole discretion, elects to impose fares on riders. Contractor's vehicle operators or staff shall not display tip jars or solicit tip acceptance, unless desired by the passenger for exceptional service. If the Town elects to impose fares on either Shuttle Transit or On-Demand Transit services, the Contractor shall collect such fares for the Town at no additional cost to the Town or riders.

2.6.2 Staff Uniforms. Contractor shall submit staff uniforms to the Town for acceptance.

2.6.3 Road Supervision. Contractor shall provide road supervision as required to monitor vehicle operators, vehicles, quality of service, and adherence to all established routes, time schedules, and/or response times, and respond to all emergency calls.

2.6.4 Branding and Advertising.

2.6.4.1 Vehicle exterior branding shall be very minimal and limited and designs will be provided by the Proposer to the Town for prior written approval before implementation. Advertisement will not be allowed on vehicles. Once vehicle design is approved by the Town, Proposer shall install exterior branding/wrapping on vehicles. Maintenance of branding/wrapping on vehicles shall be borne by the Proposer. Proposer shall bear the cost of initial branding/wrapping installation. If the Town changes the Town branding/wrapping design, the Town shall cover the cost of production and installation.

2.6.4.2 Proposer shall maintain a pleasant and aesthetic image and ensure the quality of life of its residents. - Proposer, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal and installation of vehicle wraps.

2.6.4.3 Prior to installation of vehicle decals, wraps or designs, the Proposer shall submit sketch and design content to the Town for review and prior written approval, subject to the sole discretion of the Town. The Town, at its discretion, may request removal of any design it deems offensive, objectionable, or inappropriate. Removal of any and all non-compliant design content / graphics will be removed within twenty-four hours after receipt of official notice from the Town.

2.6.4.4 Proposer design shall comply with the following requirements:

2.6.4.4.1 All vehicle design accepted for placement by the Town must comply with Federal, State, County, and Town laws, ordinances, rules, and regulations.

2.6.4.4.2 No vehicle design shall be permitted that represent:

2.6.4.4.2.1 Unlawful or illegal goods, services, or activities;
2.6.4.4.2.2 E-cigarettes, tobacco, or tobacco-related products;
2.6.4.4.2.3 Firearms;
2.6.4.4.2.4 Sexual services, programs, or products;
2.6.4.4.2.5 Political candidates or political issues;
2.6.4.4.2.6 Competitive products for any Town wide exclusive sponsorship agreements; and
2.6.4.4.2.7 Alcoholic beverages, as defined by F.S. § 561.01.

2.6.4.5 No vehicle design shall contain the words “STOP,” “LOOK,” “DANGER,” “DRIVE IN” or any other word, symbol, or displays designed to distract vehicular traffic.

2.6.4.6 No vehicle design shall contain material that is immoral, lascivious, or obscene, as defined in F.S. § 847.001; businesses engaged in any activity requiring the exploitation of minors, pursuant to Ch. 847, F.S.; or libelous material or material detrimental to the operation or goals of the Town.

2.6.5 Provision of Parking Spaces. The Town, at its sole discretion, may provide the Contractor with dedicated parking spaces or similar storage locations for the Contractor's vehicles at a mutually agreed upon rate.

2.6.6 Exclusive Use. Contractor shall not enter into an agreement with any other party for use of equipment, personnel, or vehicles dedicated to providing the Services without approval from the Town.

2.6.7 Service Marketing. Contractor shall coordinate with the Town to develop a strategy and schedule for public outreach and marketing of Modified Shuttle and On-Demand Transit Services. The strategy should address both service launch phase and how to ensure continued promotion of the Services throughout the contract. The strategies shall be coordinated, reviewed, and approved by the Town.

Article III. TERMS AND CONDITIONS

Contractor is required to comply with the following terms and conditions:

3.0. PRICING.

The price schedule attached as Exhibit D to this Contract shall specify the Contractor's pricing and/or fees for the Services requested herein. The price schedule shall include any and all applicable taxes in the prices. The prices shall remain fixed and firm during the term of the Agreement.

3.1. LICENSES AND PERMITS.

Contractor shall secure any and all necessary and required licenses, certifications and permits to conduct the Services including, but not limited to, all Federal, State, County and Town licenses and permits. All Contractor must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

3.1.1. Licenses – Contractor must be fully licensed with all applicable and required licenses, certifications, and permits to provide the Services, including all Federal, State, Miami-Dade County and local government licenses, certifications, and permits.

3.1.2. Commercial Driver's License – Contractor must have valid Florida Commercial Driver's License necessary to operate the Services.

Contractor represents and warrants to the Town that it holds all licenses, certifications, and permits, including Commercial Driver's Licenses, ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Contractor represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the

Agreement. Contractor shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public right of way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

3.2. INSURANCE.

3.2.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to 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 and noncontributory insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured on a primary and noncontributory basis. 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.

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

3.2.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

3.2.1.3. 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.

3.2.2. The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required in this Agreement.

3.2.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

3.3. PERFORMANCE BOND.

Within 72 hours of issuance of Notice to Proceed, the successful Contractor shall furnish to the Town a Performance Bond in the amount of **Two Hundred Fifty Thousand and NO/100 ($250,000.00)** for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the Town (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with F.S. § 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written from a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

3.3.1. Attorney's-in-fact, who sign the Performance Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

3.3.2. Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

3.4. QUALIFICATION OF SURETIES.

3.4.1. General: The following requirements shall be met by all surety companies furnishing proposal, performance payment or other type of bonds.

3.4.2. Qualifications: As to companies being rated acceptable:

3.4.2.1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

3.4.2.2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

3.4.2.3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that proposals may be rejected.

3.4.3. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond acceptable on any one risk. 1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

3.4.4. Requirements:

3.4.4.1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

3.4.4.2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

3.5. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this Agreement, including specifically, Chapter 316, "State Uniform Traffic Control," of the Florida Statutes; Chapter 30, "Traffic and Motor Vehicles," of the Miami-Dade County Code of Ordinances; and Section 13-24, "Identification on Commercial Vehicles." of Chapter 13 of the Town's Code of Ordinances. Contractor shall also assist the Town in complying with requests for information in connection with Section 29-124, "Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust," of the Miami-Dade County Code of Ordinances.

3.6. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this Agreement without the Town's prior written consent.

3.7. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

3.8. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This Agreement specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

3.9. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate against or deny service, access, or employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.10. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.
The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

3.11. CANCELLATION.
Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

3.12. DISPUTES.
If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

3.13. TERMINATION FOR DEFAULT.
In the event of default by the Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned or incurred thereby.

3.14. TERMINATION FOR CONVENIENCE.
The Town may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

3.15. INDEMNIFICATION.
The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this Agreement.

3.16. SECONDARY/OTHER VENDORS.
The Town reserves the right in the event the Contractor cannot provide the Service(s) in a timely manner as requested, to contact the second contractor to perform the Services. If the secondary contractor is unavailable, the Town reserves the right to seek and obtain other sources.
As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

3.17. PUBLIC ENTITY CRIME/DISQUALIFICATION.
Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and

may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

3.18. NO CONTINGENT FEE.

Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

3.19. PUBLIC RECORDS; CONFIDENTIALITY.

Contractor is hereby notified that all information submitted as part of or in support of this Agreement are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this Agreement, Florida Law will govern and prevail.

Article IV. PAYMENT PROCEDURES

Contractor shall submit monthly Applications for Payment. Applications for payment will be processed within 30 days of Town approval of the Contractor's Application for payment provided all the terms of the Agreement are met.

Article 6. INTEREST Not Applicable

[Remainder of page intentionally left blank.]

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 TOWN and CONTRACTOR.

TOWN	CONTRACTOR
Town of Bay Harbor Islands	
ADDRESS	ADDRESS
9665 Bay Harbor Terrace	
Bay Harbor Islands, FL 33154	
BY	BY
Maria Lasday Print Name	Print Name
Town Manager Title	President Title
Town Clerk	WITNESS
(CORPORATE SEAL)	(CORPORATE SEAL)

Exhibit A-1

SURF-BAL-BAY SHUTTLE PROPOSED SCHEDULE

Surf-Bal-Bay Shuttle Proposed Schedule

Run#	Depart Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Saks Bal Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Arrive Target	Depart Target	Walgreens NE 123 St. & Bisc. Blvd.	Bay Harbor Is. Town Hall	Bay Harbor Islands Library	Arrive Surfside Publix
2										9:25 AM	9:32	9:39	9:47	9:55
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X							
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X							

EXHIBIT B-1

SURF-BAL-BAY SHUTTLE ROUTE



Figure 16 Proposed Surf-Bal-Bay Shuttle Route



Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Exhibit C-1

On-Demand Transit Service Area

On-Demand Transit Service Area would go outside the municipalities. On the mainland, North to 151st street from Biscayne Boulevard and the future Brightline transit stop on NE 151st street to the Northwest, to the end of 151st street to the Northeast and South to Biscayne Boulevard to the Southwest and Sans Souci Boulevard to the Southeast. On the Islands, North to Haulover Park to the Northwest and Haulover Beach to the Northeast and South to 72nd street on Collins/Harding in Miami Beach from A1A South (Harding) to the Southwest to Ocean Terrace to the Southeast.

Areas completely included are the Town of Bay Harbor Islands, Village of Bal Harbour and the Town of Surfside

Exhibit D

PRICE SUBMITTAL SCHEDULES

FORM 7A
PRICE SUBMITTAL SCHEDULE FORM
SHUTTLE TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel, Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle	
Total Cost per Year/Vehicle (2080 Hours)	
Cost, per additional hour per vehicle requested by the Town (Extended rout Times)	
Cost, per additional days per vehicle requested by the Town (Additional Rout days) *assumes 8 hour day	

Notes:

*Per section 3.3.1 Scope of work: **two (2) mini-buses that can seat 12-18 passenger, are ADA compliant, for 8 hours per day for 5 days per week. Not required to be electric.**

** No fuel surcharge will be considered

*** Should be assumed that no revenue generating marketing would be allowed for base pricing.

FORM 7B
PRICE SUBMITTAL SCHEDULE FORM
ON DEMAND TRANSIT SERVICE COMPONENT

Cost to the Town to Provide Vehicles, Maintenance, Storage, Security, Fuel (power), Personnel, Drivers, Insurance, and Operations:

Service Costs per Hour/Vehicle (with air-conditioning)	$ -
Cost, per additional hour per vehicle requested by the Town (Extended rout Times) (with air-conditioning)	$ -
A. Total Cost per Year for Two Vehicles (5824 Total Hours) (with air-conditioning)	$ -
B. Any per vehicle additional costs per calendar year	$ -
C. Any other additional costs per calendar year (not related to # of vehicles)	$ -
Total cost per year for two vehicle operation: **(A+B+C= total cost of service for one year - 2 vehicles)**	$ -

Describe the costs listed above in "B":

Describe the costs listed above in "C":

Notes:

*Per section 3.3.1 Scope of work: **two (2) on-demand low-speed electric vehicles for 8 hours per day for 7 days per week. 2912 service hours/vehicle = 5824 service hours in total for two vehicle**s.

** Should be assumed that no revenue generating marketing would be allowed for base pricing.