

TOWN OF BAY HARBOR ISLANDS

March 9, 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 – HYBRID MEETING

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

Zoom Link: <https://us06web.zoom.us/j/86468998933>

Meeting ID: **864 6899 8933**

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

The staff, members of the public and the applicants are strongly encouraged to attend virtually but will not be denied access to the physical meeting, consistent with public safety and health considerations.

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

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

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

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

Meeting ID:

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 yhamilton@bayharborislands-fl.gov

CALL TO ORDER: Set for 7:00 P.M.:

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Presentation by Karina Castillo and Patricia Gomez, Miami-Dade County Office of Resiliency, regarding Net Zero.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT

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

COMMITTEE REPORTS:

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

2. **Consideration and Approval** of the Minutes of the February 15, 2022 Regular Council Meeting. Enclosed is a copy of the draft Minutes.
3. **Consideration and Approval** for BCC Engineering (formerly Lakes Engineering), a continuing services engineering firm for the Town, to prepare engineering plans based upon the recent FDOT inspection of the West Relief Bridge (875105) in the amount of \$154,600.00
4. **Consideration and Approval** to award Custom Tree Care, Inc. a three-year "piggyback" contract with two optional one-year renewals based upon an established contract with the City of Dania Beach, Florida, for Disaster Debris Removal and Disposal Services. Supporting documentation attached.

5. **Consideration and Approval** to enter into a Contract for Sole Source Pricing with BEAM GLOBAL for Mobile Solar Panel Electric Vehicle Charger Systems in the amount of \$259,130.74 for the installation of three (3) solar powered charging units located in the 95th Street Parking Garage, 97th Street Parking Lot and 103rd Street Parking Lot. Enclosed is a copy of the supporting documents.
6. **Consideration and Approval** to piggyback off the Sourcewell Awarded Contract with David Mancini & Sons, Inc. for General Construction in the amount of \$296,393.98 for the installation of eight (8) inline check valves to reduce flooding caused by the King Tides on the West Island, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.
7. **Consideration and Approval** of Scope and Fee Proposal by Chen Moore & Associates, Inc. in the amount of \$95,355 for the plans preparation, utility coordination, land surveying, geotechnical evaluation, obtaining permits, providing bidding support and limited construction inspections for the reclaiming of the existing 20' platted alleyway behind Town Hall for one way vehicular traffic as directed by the Council during the January 2022 Meeting. Enclosed is copy of the fee proposal.
8. **Consideration and Approval** to purchase the new AV equipment and the Dais for the Town Council Chambers. We have completed the bidding process using "The Interlocal Purchasing System (TIPS)" and a proposal from the winning bid awarded to AVI-SPL to install and configure the new equipment. I have attached two quotes for your review. The quote for the AV equipment is \$171,587.67 and \$98,061.15 for the new dais, for a total cost of \$269,678.82. Enclosed are the proposal and the updated quote for the Council Chambers equipment.
9. **Consideration and Approval** of a Consulting Agreement with Becker & Poliakoff to represent Bay Harbor Islands' interests before federal, state and local legislative and executive branches of government. Enclosed is a copy of the proposed agreement.
10. **Consideration and Approval** of a Resolution to allow Town Council Members to receive Health Insurance Coverage after expiration of their term of office, with premiums to be paid by the former Council Members.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING COUNCIL MEMBERS TO RECEIVE HEALTH INSURANCE COVERAGE, AFTER EXPIRATION OF THEIR TERM OF OFFICE, WITH PREMIUMS TO BE PAID BY FORMER COUNCIL MEMBERS; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

11. **Consideration and Approval** of the 2022/2023 Budget Preparation Calendar. Enclosed is the Proposed schedule provided by the Finance Director.
12. **Consideration and Approval** regarding re-appropriation of various funds carried forward from FY 2020/2021 to FY 2021/2022 to fund the cost of the projects started during FY 2020/2021, but not completed or deferred until after September 30, 2021.
13. **Consideration and Approval** of a General Release and Separation Agreement between Alba Chang and the Town of Bay Harbor Islands. Enclosed is a copy of the Separation Agreement and General Release.

ORDINANCES ON SECOND READING:

14. **Consideration and Approval** of an ordinance on second reading to amend Chapter 23 of the Town Code establishing a new method of measuring the height of a building from the Base Flood Elevation (BFE) plus any additional freeboard, pursuant to the Florida Building Code; or as otherwise prescribed by federal, state, county flood control laws or regulations. Enclosed is a copy of the proposed ordinance and staff report provided by the Town Planner.

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; ARTICLE I, SECTION 23-1 DEFINITIONS AND SECTIONS 23-11 – 23-12 ENTITLED BUILDING SETBACK, COVERAGE, AND HEIGHT REQUIREMENTS; TO ESTABLISH THE METHOD OF MEASURING A BUILDING HEIGHT TO START FROM THE BASE FLOOD ELEVATION PLUS ANY ADDITIONAL FREEBOARD PER THE FLORIDA BUILDING CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

15. Discussion requested by Council Member Leonard for the Town Council to consider a Code amendment to allow additional incentives to encourage the building of more "green" projects, including possible reductions in parking spaces for new developments.

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

DISCUSSION ITEMS:

16. **Discussion** requested by Council Member Bruder regarding future plans for Block 11 Parking, update on Parking Garage evaluation and reclaiming of the 20' Platted Alley behind Town Hall.
17. **Discussion** requested by Town Council regarding the Kane Concourse sidewalks, and evaluation of alternatives. Enclosed is a Memo prepared by the Town Engineer.

18. **Discussion** regarding Town's Anniversary Celebration.
19. **Discussion** and **Possible** action regarding the Town Clerk's responsibilities. Staff is seeking direction from the Town Council regarding amendment to the Clerk's responsibilities.
20. **Discussion** and possible **Action** to appropriate funds, not to exceed \$11,000 (100 kits @ \$105 plus shipping), for the purchase of "Stop the Bleed Kits" to be available in Ruth K. Broad classrooms, engage the Miami-Dade County Public School to enter into an interlocal agreement for placement of the kits, and solicit Surfside and Bal Harbour to share the cost equally. All schools in the feeder pattern currently utilize these kits. Enclosed is a sample Memorandum of Understanding with the Miami-Dade County Public Schools. Lori Alhadeff, President of "Make Our Schools Safe", will be present at the Council Meeting. She has stated her commitment for a \$2,500 donation towards the Stop the Bleed Kits.

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

March 9, 2022

ITEM NUMBER: 2.

ITEM: Consideration and Approval of the Minutes of the February 15, 2022 Regular Council Meeting. Enclosed is a copy of the draft Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

1.	02.15.2022 REG. DRAFT
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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, February 15th, 2022, at 7:34 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

Mayor Fuller expressed concern that people may not have been able to access the meeting because of the delay, due to technical difficulties; and inquired of the Town Attorney if it was appropriate to move forward. Town Attorney Geller opined he didn't see an issue with continuing the meeting, because people who were present in the Chambers were aware of the delay and those waiting to attend via the Zoom Platform were notified that the meeting would start at 7:30 P.M.

Council Member Salver asked if the Town Council was obligated to continue with the meetings via the Zoom Platform. Town Attorney Geller stated there wasn't any State mandatory requirement for the zoom meetings; therefore, the Council was not obligated to have such meetings.

SPECIAL PRESENTATION:

U.S. Congresswoman Debbie Wasserman Schultz

This item was deferred due to the next Council Meeting.

1. Presentation by Jim Murly of Miami-Dade County Office of Resiliency on the Miami Dade County Climate Action Strategy.

This item was deferred to the next Council Meeting.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Leonard deferred Item 11 to the next Council Meeting.

Vice Mayor Tricoche deferred Item 9 to the March Council Meeting, as the Florida Legislature was debating the item.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- The Building Department moving back to its original location at Town Hall.
- The Public Works Department to occupy the space upon receipt of the furniture.
- The Police Substation to be created next week in the area vacated by the Building Department at the Community Center, with a couple Police Officers to be stationed in that location.

- Resuming events in March with movies and concerts.
- The Department of Motor Vehicles to commence operating in the Town from March 11th.

Town Manager Lasday asked the Town Council about organizing the Car Show, Snow Day, picnic, 5K Run, and shredding event, and they were in favor.

Mayor Fuller requested a preliminary plan for the Town's anniversary celebration.

Vice Mayor Tricoche suggested the first annual Big Truck event be included.

Town Manager Lasday spoke about the possibility of having electric charging stations with solar power on the top level of the municipal parking garage. She informed the Council that the purchase would be under a sole source or piggy-back contract for the March Council Meeting, if they were amenable to the idea. Mayor Fuller wanted to ensure the ability to add another level to the garage was not lost. The Town Manager noted that the equipment will be owned by the Town, if purchased. Vice Mayor Tricoche suggested under-utilized lots, such as the 103rd Street Park, also be considered for adding the solar charging stations.

Town Manager Lasday further reported that the COVID positivity rate was decreasing, and the Town Hall Lobbies were opened this week. She informed the Council that the concept plans were received from FIU for the 96th and 92nd Street Parks for the Dog Park Extension and wanted to know to whom the plans should be submitted.

Council Member Bruder suggested the plans be submitted to the Parks and Recreation Committee.

Town Manager Lasday indicated she would schedule a meeting with the Parks and Recreation Committee and invite the FIU representative to attend.

PUBLIC COMMENT

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Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and suggested the Town upcoming election be announced, spoke about tax exempted church property, and rising antisemitism.

Council Member Bruder stated that the Town was aware of the antisemitism issue and the Police Department was working with other police agencies on the matter.

It was clarified that the 10,000 square foot store front space being built and part of the parking at the Church by the Sea property will be taxable.

Kathleen Kennedy, 9160 East Bay Harbor Drive, came forward to address the Council and thanked the managers for moving items back and forth from Town Hall to the Community Center; requested a treadmill be placed in the Community Center, commented about Bal Harbour asking for resort taxes for the hotels, and the Altir not being friendly to citizens.

There was discussion on the Altir Hotel restaurant service, and Town Manager Lasday reported that Code Enforcement is working on the matter, and she will provide an update.

Council Member Salver mentioned that the Mayor of Miami Springs had made a presentation at the Miami-Dade County League of Cities Meeting last Thursday, that she was advocating for the legislature to re-open the bed tax regulations to other municipalities who had opted out in 1974, and now have more hotels.

Former Mayor Linda Zilber, 1231 95th Street, attended via the Zoom Platform and suggested a Charter Review Meeting be held.

It was noted that advertisement had been placed for members to serve on the Charter Review Committee.

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.)*

2. **Consideration and Approval** of the January 19, 2022, Regular Council Meeting Minutes. Enclosed is a copy of the draft minutes.
3. **Consideration and Approval** of an MOU between the Town of Bay Harbor Islands ("The Town"), the Town of Bay Harbor Islands Police Department ("BHIPD"), and the South Florida Police Benevolent Association regarding Article 12. (Promotions) of the current Collective Bargaining Agreement.
4. **Consideration and Approval** of a request by Council Member Leonard for a charity donation in the amount of \$500 to the Ellie's Army Foundation for their "Dirty Socks 5K Run and Walkathon" to benefit children with life-threatening illnesses. The event will be held on Sunday, February 27, 2022. Enclosed is a copy of the funding request form and other supporting documents.
5. **Consideration and Approval** to issue a Request for Proposals (RFP) to hire a Contractor for the structural Rehabilitation of Broad Causeway Bridge No. 875010. The work includes restoring cracked and palled concrete on the superstructure, bridge deck, top and underside. Enclosed is a copy of the proposed Request for Proposal Packet.
6. **Consideration and Approval** to issue a Request for Proposals (RFP) for Disaster Debris Monitoring Services. The selected firm through this RFP will be responsible for the overall monitoring of debris collections performed by the Town's Disaster Debris Collector in accordance with the Stafford Act and FEMA policies and guidelines. Enclosed is a copy of the proposed Request for Proposal Packet.

7. **Consideration** and **Approval** to renew the Mutual Aid Agreement between Biscayne Park Village and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.
8. **Consideration** and **Approval** to renew the Mutual Aid Agreement, Municipal Ordinance Violation Contract for 2022 between the Miami-Dade County State Attorney and the Town of Bay Harbor Islands Police Department.

Council Member Bruder made a motion to approve the Consent Agenda. Council Member Leonard seconded the motion, and it passed unanimously.

ORDINANCES ON SECOND READING:

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

This item was deferred to the March 9, 2022 Council Meeting.

ORDINANCES ON FIRST READING - PUBLIC HEARING :

10. **Consideration** and **Approval** of an ordinance on first reading amending Chapter 23 of the Town Code to establish a new method of measuring a building's height from the Base Flood Elevation (BFE) plus any additional freeboard, pursuant to the Florida Building Code; or as otherwise prescribed by federal, state, county flood control laws or regulations. Enclosed is a copy of the proposed ordinance and staff report provided by the Town Planner.

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; ARTICLE I, SECTION 23-1 DEFINITIONS AND SECTIONS 23-11 – 23-12 ENTITLED BUILDING SETBACK, COVERAGE, AND HEIGHT REQUIREMENTS; TO ESTABLISH THE METHOD OF MEASURING A BUILDING HEIGHT TO START FROM THE BASE FLOOD ELEVATION PLUS ANY ADDITIONAL FREEBOARD PER THE FLORIDA BUILDING CODE; 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 Neuht, 1060 Kane Concourse, came forward to address the Council and asked for the definition of freeboard outlined in the ordinance; she commended Town Planner Miller for providing excellent Staff Reports, and commented that items were being submitted to the Development Review Board without the Council's approval and on modification and contradiction with the 75-foot maximum height limitation.

PUBLIC COMMENT CLOSED

Town Planner Miller came forward and explained the meaning of the one foot of freeboard, to add one more foot to the Base Flood Elevation that is published by FEMA.

ACTION: Council Member Leonard made a motion to approve the ordinance on first reading and Council Member Bruder seconded the motion, which passed unanimously.

DEFERRED ITEMS:

11. **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.

This item was deferred to the next Council Meeting.

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

DISCUSSION ITEMS:

12. **Review** and **possible action** requested by Council Member Bruder regarding the Town Clerk's re-appointment. Enclosed is a copy of Section 3.02 as it relates to the Town Clerk.

Council Member Bruder stated that Town Clerk Alba Chang was appointed one year ago, and she felt it was best for the Town to go in a different direction. She clarified she was making a motion to look for another Town Clerk.

Vice Mayor Tricoche was in favor of conducting a search or advertising for a Town Clerk through a formal hiring process; and encouraging Alba Chang to apply.

Mayor Fuller asked Council Bruder if she was advocating to make the change now or in April.

Council Member Bruder indicated the change would be now.

Council Member Yaffe stated that it was customary for appointments to be made in April, and Mrs. Chang was last appointed in April.

Council Member Bruder stated that Mrs. Chang was appointed in February.

Council Member Yaffe stated that the Council automatically re-appointed the Charter employees for years, as there was never a system in place for review. He felt it was appropriate to have a review system in place before advertising for the Town Clerk's replacement; when he didn't have the opportunity to review any of the appointees.

Council Member Salver agreed that Charter employees were reviewed on an annual basis at an annual meeting. He expressed concern that Mrs. Chang recently finished a complaint process with the Town, and felt that, although the report showed no cause of action, if the Town Council acted to remove her now, when the report was presented weeks ago; would give the perception of revenge.

Mayor Fuller responded that it was natural for there to be perception, when something happens after a complaint is filed; which doesn't necessarily mean it is grounded in reality. He did not want there to be a perception that anybody who was doing something or was not doing proper work would file a complaint and would never be fired, because of a perception of retaliation. He agreed that a method to evaluate the three appointed officers should be established and for the Council to have a decision on the evaluation process by February or March each year.

Council Member Yaffe stated that an appropriate Evaluation Form was required to evaluate the Town Clerk, the Town Manager, and perhaps the Town Attorney.

Vice Mayor Tricoche asked the Town Attorney if it was in the Council's purview to terminate employees. Town Attorney Geller responded that the Town Council has jurisdiction over appointed employees.

Council Member Yaffe asked if the agenda wording was appropriate, since it referred to re-appointment, and termination was being addressed.

Council Member Salver expressed disfavor to the way the Town Clerk was being removed. He preferred a more sensitive approach with a process and procedure at a normal time; not as an emergency move.

PUBLIC COMMENT:

Ann Marie Kelly Stoper, 9881 Bay Harbor Drive, came forward to address the Council and asked whether "Just Cause" was part of the necessity for termination; spoke about untimeliness of the matter with the upcoming election; suggested information on rules of termination by State Statute be obtained as it may be beneficial, as to whether termination had to have cause.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and opposed termination of the Town Clerk in public; suggested it should have been discussed ahead of time; spoke about the upcoming election; and felt that Council Member Leonard should not be voting on the matter, unless he was qualifying for the election.

Council Member Bruder clarified that the matter had to be addressed in public, pursuant to State law.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward to address the Council and suggested the Charter be amended for the Town Clerk to work under the Town Manager. She stated that Mrs. Chang had been very professional, and she thanked her for everything.

Harry Bruder, 1281 94th Street, came forward to address the Council and stated that an observation was made by a member of the Town Council, which should be respected.

Former Mayor Linda Zilber, 1231 95th Street, stated that Mrs. Chang had been most helpful and believed there should be a Charter Review Meeting before addressing the issue.

PUBLIC COMMENT CLOSED

Council Member Bruder requested that the Town Manager work with the Town Attorney to provide a severance package to Mrs. Chang, for the most the Florida Statute allows, if the item passes.

Council Member Yaffe asked if Mrs. Chang's termination would be effective immediately, if the motion passes. Council Member Bruder said yes. Vice Mayor Tricoche stated that it should be at the end of the meeting.

Town Manager Lasday spoke about working with Mrs. Chang this past year and expressed appreciation for her help.

It was the consensus of the Town Council that Evaluation Review Forms for appointed employees be provided to them by the Human Resources Department annually in February.

ACTION: Council Member Bruder made a motion to remove the Town Clerk, for the Town Manager and the Town Attorney to work out a severance package with the most the Florida Statute allows; and to allow Alba Chang and other people to apply to see who the best Clerk for the Town would be. Vice Mayor Tricoche seconded the motion which passed 4-3, with Council Member Salver, Council Member Yaffe, and Mayor Fuller opposing.

Former Town Clerk Chang thanked the Council and the residents for their continued support and wish the best for the Town. She exited the meeting at this time.

13. **Discussion** and **Possible** action regarding the FPL and Utility Undergrounding in the Town. On October 13, 2021 Town staff was directed by the Council to reach out to the City of Sunny Isles Beach design consultant providing engineering and land surveying services for their undergrounding project to provide accurate design and land surveying costs for the Town to evaluate. Enclosed is copy of the proposal received by Craven Thompson & Associates, Inc.

Council Member Yaffe made a motion to approve the funding for surveying and preliminary work to convert existing overhead utilities to underground, and Council Member Leonard seconded the motion. Discussion followed on addressing the matter that had been ongoing for several years, to see if the project was feasible for the Town of Bay Harbor Islands; the out-of-pocket usually more than expected and the residents not wanting to pay the costs for the individual hookup to each building or single-family homes when they realize the cost; knowing the exact cost to each building and to each homeowner prior to the Council making a determination to expend up to \$200,000.

Town Engineer, Jose Custodio, came forward to address the Council and explained that a section of the Facility Study in the agenda package addressed funding sources, as to how the project can be financed. He stated that Sunny Isles Beach does not charge their residents, and a similar option was included in the report that the company would be presenting.

Council Member Yaffe withdrew his motion, and there was no further discussion on the item.

ACTION: At this time, Council Member Yaffe made a motion to appoint Deputy Town Clerk Yvonne P. Hamilton as the Acting Town Clerk. Council Member Leonard seconded the motion, which passed unanimously.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 8:45 p.m.

MAYOR

ATTEST

TOWN CLERK

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 8:45 p.m.

DRAFT

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 3.

ITEM: Consideration and Approval for BCC Engineering (formerly Lakes Engineering), a continuing services engineering firm for the Town, to prepare engineering plans based upon the recent FDOT inspection of the West Relief Bridge (875105) in the amount of \$154,600.00

DESCRIPTION:

Inspected in February of 2021, Marlin Engineering, under the authority of the Florida Department of Transportation, performed an inspection of the Town's West Relief Bridge (875105). The results of the inspection were issued to the Town on April 20, 2021. Upon review, the inspection report deemed the bridge "Structurally Deficient," with a Sufficiency Rating of 38 and a Health Index of 97.35. The inspection rated the deck / Superstructure as "Poor." The Inspector's recommendations for repairs to this bridge can be found on pages 12-15 of the attached inspection report. Built in 2006, this bridge is relatively new and the town should make every attempt to maintain its upkeep.

Approval of BCC's proposal to reinspect the bridge to confirm the FODT report, prepare plans and specifications for the repair items identified in the Inspection Report, provide permitting and bidding support, post-design services, and limited construction support (inspections) are all part of the \$154,600.00 cost. Completion of this task will take approximately 12 weeks after receipt of the Notice to Proceed. Supporting documentation is attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Preparation of Repair Plans and Specifications for the West Relief Bridge (875015) by BCC Engineering shall be funded from the Capital Improvement Budget under the Causeway Fund.

BUDGET IMPACT:

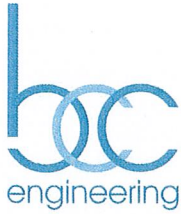
Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Preparation of plans, specifications, and ancillary services for Project BC - 161: Repairs to the West Relief Bridge (875105). Available funds are	06/01/2022	\$154,600.00	401.5415.400063.000	BC - 161: Repairs to West Relief Bridge (875105)	\$2,186,512.62

\$2,186,512.62 for FDOT Inspection Report repairs: Spall Replacement, in the current fiscal year.					
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Submitted By: Douglas Armstrong, Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1.	COST PROPOSAL BCC ENGINEERING FOR WEST RELIEF BRIDGE 875105 09FEB22
2.	W RELIEF BRIDGE INSPECTION 2020 21APR21



February 9, 2022

Douglas P. Armstrong
Public Works Director
Town of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, FL 33154

RE: Bridge No. 875105 – 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. 875105. Scope is as follows

- Additional inspection of Bridge No. 875105 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 \$ 154,600.

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: 2022.02.10
07:39:45 -05'00'

William Garcia, PE
Vice President
BCC Engineering, LLC



BRIDGE INSPECTION REPORT

PREPARED FOR: FDOT District 6
 BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS
 INSPECTION TYPE: REGULAR NBI
 CONTRACT No. CA611

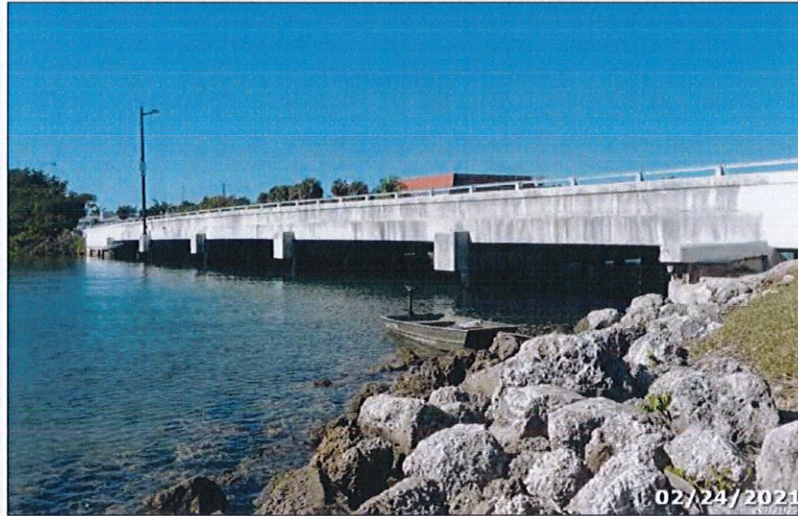
Inspected by:
 Marlin Engineering, Inc.

Bridge No. 875105

REPORT CONTAINS

Inspection Date: 02-24-21

- | | | | |
|---|---|---|---|
| ☒ BrM Inspection Report | ☒ Bridge Profile | ☐ Fracture Critical Data | ☐ Addendum |
| ☒ CIDR Information | ☒ Underwater Inspection | ☒ Load Rating Summary Sheet | ☐ Mechanical and Electrical Data |

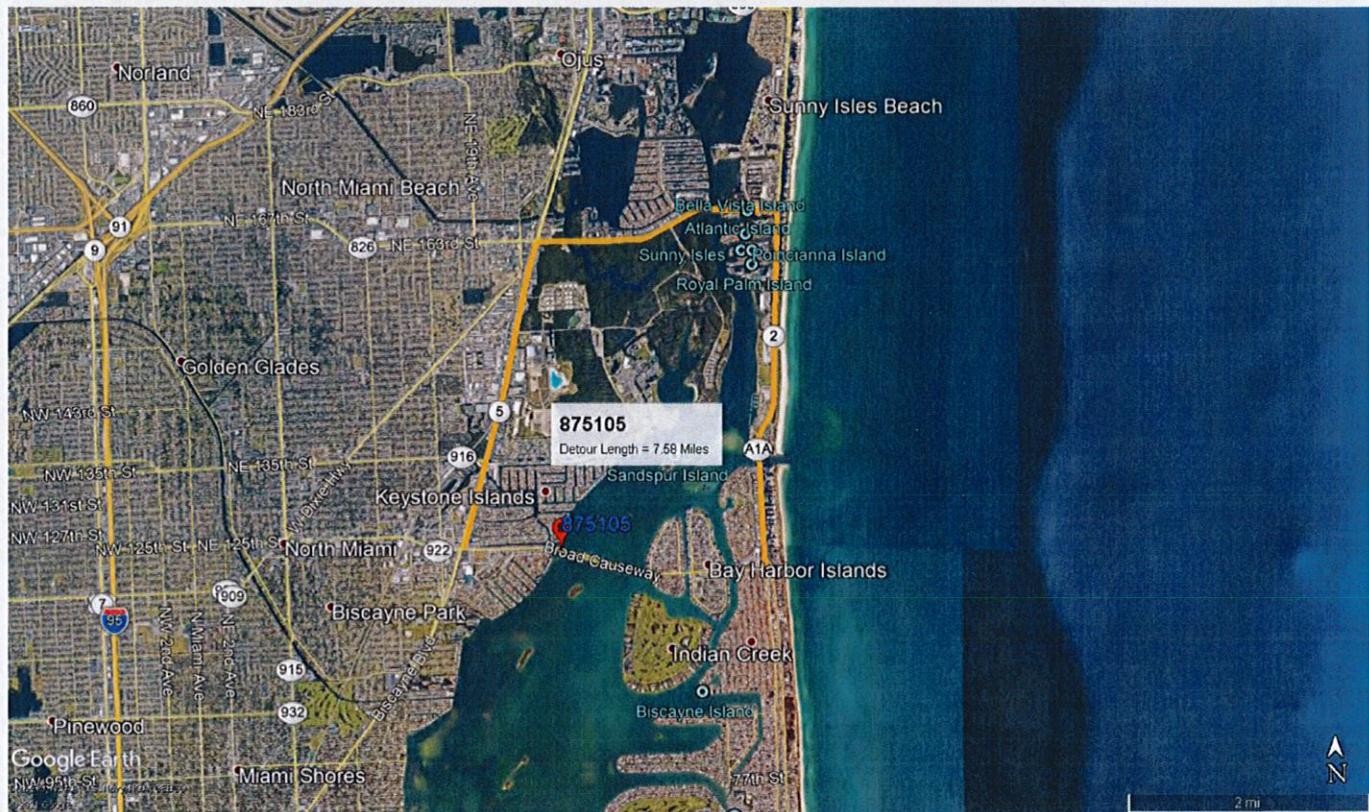


02/24/2021

NE 123rd Street over
 BISCAYNE BAY

Facility Carried & Location

200Ft. W of Toll Plaza



Location Map

Detour Length = 7.58 Miles

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

BY: Marlin Engineering, Inc.	STRUCTURE NAME: NE 123rd Street over Biscayne Bay
OWNER: 3 Town/Township Hwy Agcy	YEAR BUILT: 2006
MAINTAINED BY: 3 Town/Township Hwy Agcy	SECTION NO.: 87 066 000
STRUCTURE TYPE: 5 Prestressed Concrete - 01 Slab	MP: 3.772
LOCATION: 200Ft. W of Toll Plaza	ROUTE: 00922
SERV. TYPE ON: 5 Highway-pedestrian	FACILITY CARRIED: NE 123rd Street
SERV. TYPE UNDER: 5 Waterway	FEATURE INTERSECTED: BISCAYNE BAY

☐ FUNCTIONALLY OBSOLETE☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/24/2021 UNDERWATER: 2/24/2021

SUFFICIENCY RATING: 38
HEALTH INDEX: 97.35

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

BY: Marlin Engineering, Inc.
 OWNER: 3 Town/Township Hwy Agcy
 MAINTAINED BY: 3 Town/Township Hwy Agcy
 STRUCTURE TYPE: 5 Prestressed Concrete - 01 Slab
 LOCATION: 200Ft. W of Toll Plaza
 SERV. TYPE ON: 5 Highway-pedestrian
 SERV. TYPE UNDER: 5 Waterway

STRUCTURE NAME: NE 123rd Street over Biscayne Bay
 YEAR BUILT: 2006
 SECTION NO.: 87 066 000
 MP: 3.772
 ROUTE: 00922
 FACILITY CARRIED: NE 123rd Street
 FEATURE INTERSECTED: BISCAYNE BAY

- ☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
☐ THIS BRIDGE IS SCOUR CRITICAL
☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
☐ FUNCTIONALLY OBSOLETE ☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/24/2021 UNDERWATER: 2/24/2021

OVERALL NBI RATINGS:

DECK: 4 Poor CHANNEL: 7 Minor Damage
 SUPERSTRUCTURE: 4 Poor CULVERT: N N/A (NBI)
 SUBSTRUCTURE: 7 Good SUFF. RATING: 38
 PERF. RATING: Poor HEALTH INDEX: 97.35

FIELD PERSONNEL / TITLE / NUMBER:

Porras, Omar - Senior Diver Bridge Inspector (CBI#0368) (lead)
 Alfonso, Rene - Bridge Inspector Assistance
 Jacob Popp - Bridge Inspector Assistance
 Flory, Derek - Bridge Inspector Assistance, Diver
 Burgos, Daniel - Bridge Inspector Assistance, Diver
 Spinola, Abdel - Bridge Inspector Assistance

INITIALS

OP Digitally signed by
OP
Date: 2021.04.07
14:32:25

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Rego, Alexis - Bridge Inspector (CBI#00409)

AR Digitally signed by
AR
Date: 2021.04.07
14:32:25

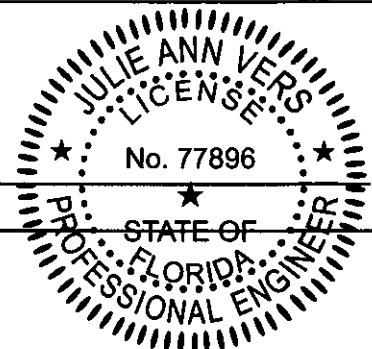
CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Vers, Julie - Structural Design Manager (P.E. # 77896) Marlin Engineering
 1700 NW 66 Avenue
 Suite 106
 Plantation Florida 33313

Digitally signed by Julie A
 Vers
 Date: 2021.04.07 14:32:25
 -04'00'

SIGNATURE: _____

DATE: _____

Julie A Vers

The official record of this package has been electronically signed and sealed by Julie A. Vers, P.E. on the date adjacent to the seal as required by Rule 61G15-23.004, F.A.C.. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID: INSP005

PRINTED: 03/16/2021

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17827	97.67	401	2.2	24	0.13	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	401	97.57	10	2.43	0	.	411 (SF)
Structure Unit 1	1100 / 4	Exposed Prestressing	0	.	0	.	9	100	0	.	9 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

Element Inspection Notes:

8099/4 Note: This element represents the individual prestress slab units. There are three types of units as follow: two (2) 5ft x 18in fascia units, two (2) 5ft x 18in median units, and twelve (12) 5ft. x 18in roadway units. The deck top is not visible due to asphalt overlay.

SECONDARY:

_The sidewalks have random full width x <1/64in. W transverse cracks. NO CHANGE. NCAR.

_The top face of the exterior sidewalk slabs and north half of the median slabs have spalled/delaminated pickup point patches up to 8in. diameter x 3/4in. deep with exposed cut pickup point steel at the ends of each span. Refer to Photo 01. NO CHANGE. NCAR.

_The closure pours between the exterior sidewalk and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W. Refer to Photo 01. NO CHANGE. NCAR.

_Span 4 median has a spall 6in. L x 6in.W x 1in. D in the south traffic face at Abutment 5. NO CHANGE. NCAR.

For additional deficiencies refer to Defects 1080, 1100, and 1110.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Repair spalls delaminations and cracks in slab units where needed.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

1080/4

CS-3:

_Slab unit 1-3 has a spall/delamination up to 10ft. L x 18in. W with corrosion bleed out in the south edge over the west bulkhead. Previously noted as a delamination 8ft. L x 9in. W. (Total 10 SF) Refer to Photo 02. INCREASE.

CS-2:

_Slab unit 1-1 has a delamination 14ft. L x 24in. W In the south edge, starting at Abutment 1. Previously noted as a delamination a delamination 14ft. L x 4in. W. (Total 28 SF) INCREASE.

_Slab unit 1-2 has a delamination 14ft. L x 3ft. W average over the west bulkhead, starting at Abutment 1. (Total 42 SF) NO CHANGE.

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FLORIDA DEPARTMENT OF TRANSPORTATION
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INSPECTION DATE: 2/24/2021 NZGI

_Slab unit 1-4 has a delamination 8ft. L x 13in. W in the south edge over the west bulkhead and 8ft. L x 24in. W on the north edge. Previously noted as a delaminations 8ft. L x 6in. W and 8ft. L x 8in. W respectively. (Total 24 SF) INCREASE.

_Slab unit 1-5 has a delamination 8ft. L x 3ft. W in the north edge over the west bulkhead. Previously noted as a delamination 8ft. L x 12in. W. (Total 24 SF) INCREASE.

_Slab unit 1-15 has a delamination full span length x full width. Previously noted as a delamination full span length x 3in. W on the north edge. (Total 223 SF) INCREASE.

_Slabs units 5-3 and 5-4 both have a delamination 6ft. L X full width over the east bulkhead. (Total 60 SF) NO CHANGE.

1100/4

CS-3:

_Slab unit 5-15 has a spall/delamination 9ft. L x 30in. W x 1/2in. D with one exposed strand having up to 50% section loss, west of east bulkhead cap extending from south edge at 10ft. from Abutment 6. Previously noted as a spall 6ft. L x 30in. W x 1/2in. D with no exposed prestressing. (Total 9 SF) Refer to Photo 03. INCREASE.

1110/4

CS-3:

_Slab unit 5-16 has a longitudinal crack 5ft. L x 1/16in. W with corrosion bleed out on the bottom edge of the south face west of east bulkhead. Previously noted as a horizontal crack. (Total 5 SF) Refer to Photo 04. NO CHANGE. NCAR.

510/4

Refer to defect 3220 for deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Clean and seal cracks on the asphalt overlay along the intermediate bent joints.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.

3220/4

CS-3:

_The asphalt overlay has transverse cracks up to 1in. W with vegetation growth along the intermediate bent joints. Previously under-quantified as 160sf. total. (Total 214 SF) Refer to Photo 05. INCREASE.

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	301 / 4	Pourable Joint Seal	112	71.79	20	12.82	24	15.38	0	.	156 ft
Structure Unit 1	2320 / 4	Seal Adhesion	0	.	0	.	14	100	0	.	14 ft
Structure Unit 1	2330 / 4	Seal Damage	0	.	0	.	10	100	0	.	10 ft
Structure Unit 1	2350 / 4	Debris Impaction	0	.	20	100	0	.	0	.	20 ft

Element Inspection Notes:

301/4

Note: This element represents the expansion joints at the abutments.

For deficiencies refer to Defects 2320, 2330 and 2350.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Replace expansion boards with sealant.

_Remove dirt and debris from the sidewalk joints.

_Replace damaged sealant in the joints.

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BRIDGE MANAGEMENT SYSTEM
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Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.

2320/4

CS-3:

_Abutment 1 left sidewalk joint has moderate to heavy adhesion loss throughout. (Total 7 LF) Refer to Photo 06. NO CHANGE.

_Abutment 6 left sidewalk joint has isolated areas of adhesion loss. (Total 7 LF) NO CHANGE.

2330/4

CS-3:

_Abutment 6 right sidewalk joint sealant has three 1/4in. diameter holes. (Total 3 LF) NO CHANGE.

_There are areas of missing sealant in the median joints over Abutments 1 and 6. These areas of the joints are filled with expansion board. (Total 7 LF) Refer to Photo 07. NO CHANGE.

2350/4

CS-2:

_There is light dirt and debris in the sidewalk and shoulder areas of the joints. (Total 20 LF) Refer to Photo 08. NO CHANGE.

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8290 / 4	Channel	0	.	1	100	0	.	0	.	1 (EA)
Structure Unit 1	9140 / 4	Debris	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8290/4 FROM THE 2021 UNDERWATER INSPECTION:

Divers conducting the Underwater Inspection. Refer to Photo 09.

Refer to Defect 9140 for deficiencies.

9140/4

CS-2:

_The channel bottom has several abandoned and deteriorated timber piles cut-offs that protrude up to 16in. above the channel bottom along random locations adjacent to the pile bents. This condition is not restricting the channel flow or navigation. (Total 1 ea.) NO CHANGE. NCAR.

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	321 / 4	Re Conc Approach Slab	3296	100	0	.	0	.	0	.	3296 sq.ft
Structure Unit 1	510 / 4	Wearing Surfaces	3242	98.36	0	.	54	1.64	0	.	3296 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	54	100	0	.	54 sq.ft

Element Inspection Notes:

321/4 Note: The approach slabs are not visible due to an asphalt overlay.

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Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

No deficiencies noted during this inspection cycle.

510/4 Refer to defect 3220 for deficiencies.

3220/4 CS-3:
 _The asphalt over the west approach slab/approach roadway transition has a roadway width x up to 1/4in. wide transverse crack in the EB and WB lanes. Previously noted only in the EB lanes. (Total 54 SF) INCREASE. NCAR.

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8475 / 4	R/Conc Walls	54	67.5	4	5	22	27.5	0	.	80 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	4	66.67	2	33.33	0	.	6 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	20	100	0	.	20 ft

Element Inspection Notes:

8475/4 Note: This element represents the retaining walls at the four corners of the structure measured to the end of the approach slabs.

SECONDARY:

_There is an open joint slab length x up to 2in. W x 15in. back under along the bottom south and north ends of the retaining walls. Refer to Photo 10. NO CHANGE.

Refer to Defects 1080 and 1090 for deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Fill joint with grout on retaining walls.
 _Repair spalls and delaminations at southwest and northwest retaining walls.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was not completed. Recommendation will be repeated.

1080/4 CS-3:
 _The SW retaining wall has a spall 19in. L x 7in. H x 2-1/2in. D in the bottom edge at the west end. (Total 2 SF) Refer to Photo 10. NO CHANGE.

CS-2:

_SW approach slab retaining wall has a delamination 16in. L x 5in. H along the top edge adjacent to Abutment 1. (Total 2 SF) NO CHANGE.

_NW approach slab retaining wall has a delamination 16in. L x 5in. W along the top edge adjacent to Abutment 1. (Total 2 SF) NO CHANGE.

1090/4 CS3:
 _The NW approach slab barrier has numerous exposed rebar ties with up to 60% section remaining in the outside face due to lack of concrete cover. No section loss was previously noted. (Total 20 SF) Refer to Photo 11. INCREASE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
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INSPECTION DATE: 2/24/2021 NZGI

Structure Unit 1	215 / 4	Re Conc Abutment	170	100	0	.	0	.	0	.	170 ft
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Element Inspection Notes:

215/4

SECONDARY:

_There is light vegetation growth at the north end of Abutment 6 cap. Refer to Photo 12.
 NO CHANGE.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Remove vegetation from north end of Abutment 6 cap.
 _Remove vagrants evidence from the under bridge at Abutment 6.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will be repeated.
 _The corrective action noted above was completed.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	226 / 4	Pre Conc Pile	25	62.5	7	17.5	8	20	0	.	40 (EA)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	7	46.67	8	53.33	0	.	15 (EA)

Element Inspection Notes:

226/4

FROM THE 2021 UNDERWATER INSPECTION:

Note: Piles 2-8, 4-1, 4-5, 4-7, 5-5, 5-7, 5-9, and 5-10 were cleaned by the divers during this inspection cycle.

SECONDARY:

_Several of the piles have exposed un-patched pickup points. NO CHANGE. NCAR.

Refer to Defect 1080 for additional deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Repair spalls on piles 3-7, 3-8, 4-9 and 5-3.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was not completed. Recommendation will not be repeated as they are typically shallow impact spalls with no detriment to the pile's strength.

1080/4

FROM THE 2021 UNDERWATER INSPECTION:**CS-3:**

_Pile 2-9, SW corner has a spall 27in. H x 6in. W x 1/2in. D, 6in. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 3-4, SW corner has a spall 9in. H x 3in. W x 1/2in. D, 20in. below the cap. (Total 1 ea.) NEW. NCAR.

_Pile 3-7, NW and SW corners has spalls up to 3ft. H x 5in. W x 1/2in. D at the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 3-8, NW corner has a spall 18in. H x 4in. W x 1in. D, 6in. above the marine growth. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-9, NE corner has a spall 30in. H x 6in. W x 1in. D at the cap. Previously

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DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

documented as southeast corner. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-1, east face has a spall 10in. H x 8in. W x 1/4in. D, 4ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-3, NE corner has a spall 32in. H x 8in. W x 1/2in. D near the cap. (Total 1 ea.) Refer to Photo 13. NO CHANGE. NCAR.

_Pile 5-9, NE corner has a spall 11in. L x 3in. W x 1/2in. D, 4ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

CS-2:

_Pile 2-8, SE corner has a spall 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-1, SE corner has a spall 4in. H x 3in. W x 1/2in. D, 20in. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-4, SE corner has a spall 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-5, NW corner has a spall 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-7, SW corner has a spall 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-7, SW corner has a spall 4in. H x 3in. W x 1/2in. D, 3ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-10, SE corner has a spall 4in. H x 3in. W x 1/2in. D, 4ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	234 / 4	Re Conc Pier Cap	331	97.35	9	2.65	0	.	0	.	340 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	9	100	0	.	0	.	9 ft

Element Inspection Notes:

234/4 Note: There is a light pole at the south end of Bent 2 and north end of Bent 5.

SECONDARY:

_Bent 3 cap north keeper block, west face has a spall 7in. L x 5in. H x 3/4in. in. D. Previously noted as north haunch. NO CHANGE. NCAR.

_There are random exposed rebar chairs in the underside of the caps. NO CHANGE. NCAR.

_The light pole at the south end of Bent 2 cap is missing the handhole access cover. The inspector covered it provisionally during this inspection cycle. Refer to Photo 14. NO CHANGE.

Refer to Defect 1130 for additional deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

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FLORIDA DEPARTMENT OF TRANSPORTATION
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Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

- _Remove vegetation at the end of Bent 5 cap.
 _Provide handhole access cover for the light pole at the south end of Bent 2 cap.

CORRECTIVE ACTION EVALUATION:

- _The corrective action noted above was completed.
 _The corrective action noted above was not completed. Recommendation will be repeated.

1130/4

CS-2:

- _Bent 3, 4 and 5 cap have vertical cracks (3 cracks each) up to 1/64in. W with efflorescence that encircle the cap at random locations. (Total 9 LF) NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8393 / 4	Bulkhead Seawall Any Material	0	.	0	.	205	100	0	.	205 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	6	100	0	.	6 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	0	.	199	100	0	.	199 ft

Element Inspection Notes:

8393/4 Refer to Defects 1090 and 1130 for deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- _Repair or rehabilitate both seawalls as needed.

CORRECTIVE ACTION EVALUATION:

- _The corrective action noted above was not completed. Recommendation will be repeated.

1090/4

CS-3:

- _The SW seawall cap has a spalled/delaminated area 30ft. L x 2ft. H x 5in. D with one exposed longitudinal rebar 24in. L having up to 0% section remaining. (Total 2 LF) Refer to Photo 15. NO CHANGE.

- _The SE corner of the seawall at Abutment 6 has a spall/delamination 38in. H x 8in. W x 6in. D with one exposed vertical rebar having 0% section remaining. (Total 1 LF) Refer to Photo 16. NO CHANGE.

- _The Abutment 6 seawall cap exhibits two pop-out spalls with exposed and corroded rebar at south and north ends. (Total 2 LF) NO CHANGE.

- _The Abutment 1 seawall cap, north end have a corner spall/delamination 2ft. L x 10in. W x 3in. D with one exposed and corroded rebar. (Total 1 LF) NO CHANGE.

1130/4

CS-3:

- _The seawall caps, piles and walls have spalls up to 22in. L x 9in. H x 2in. D, delaminations up to 6ft. L x 10in. H, spalled/failed patched areas up to 30in. L x 10in. W x 4-1/2in. D with corrosion bleed out, and associated cracks up to 1/4in. W with corrosion bleed out throughout. (Total 199 LF) Refer to Photos 17 and 18. NO CHANGE.

(1080 CS-3: superseded by 1130)

- _The SE corner of the seawall cap at Abutment 6 has a delamination 2ft. L x 8in. W and a vertical crack 2ft. L x 1/16in. W at the NW corner. NO CHANGE.

- _The west seawall cap, east face exhibits a spall 24in. L x 12in. W x 1-1/2in. D with no exposed rebar, 4ft. from the north end. Refer to Photo 19. NEW.

- _The east seawall cap, top edge exhibits a spall 12in. L x 12in. W x 1in. D, at 15ft. from

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

the north end, and a spall 12in. L x 8in. W x 1/2in. D, at 2ft. from the north end. NEW.

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8394 / 4	R/Conc Abut Slope Protection	1630	97.02	0	.	50	2.98	0	.	1680 (SF)
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	0	.	50	100	0	.	50 (SF)

Element Inspection Notes:

8394/4 Note: This element represents concrete slopes in front of the abutment caps.

SECONDARY:

_There is moderate trash on both abutments slope pavement. Refer to Photo 20. NEW.

For additional deficiencies refer to Defect 1130.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

_Remove trash from Abutment 1 slope pavement.

CORRECTIVE ACTION EVALUATION:

_The corrective action noted above was completed, but has reoccurred.

1130/4

CS-3:

_The slopes have random full width x up to 1/16in. W transverse cracks. Previously quantified as 5 SF Total.(Total 50 SF) INCREASE. NCAR

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	310 / 4	Elastomeric Bearing	72	100	0	.	0	.	0	.	72 each

Element Inspection Notes:

310/4 Note: This element represents the neoprene bearing pads (two per slab) at the abutments and the continuous neoprene strips at the intermediate bents (two per bent).

No deficiencies noted during this inspection cycle.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	333 / 4	Other Bridge Railing	420	94.81	23	5.19	0	.	0	.	443 ft
Structure Unit 1	1000 / 4	Corrosion	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft

Element Inspection Notes:

333/4

SECONDARY:

_The cover for the electrical box on the outside face of the south barrier at Abutment 1 is missing with no wiring inside. Refer to Photo 21. NO CHANGE.

For additional deficiencies refer to Defects 1000, 1080, and 1130.

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105**DISTRICT: D6 - Miami****INSPECTION DATE: 2/24/2021 NZGI**

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- _Provide missing cover on the outside face of the south barrier.
- _Clean and coat the washer on right aluminum posts 1-5 and 2-2.
- _Repair delamination on left railing at interior face adjacent to bent 4 joint.

CORRECTIVE ACTION EVALUATION:

- _The corrective action noted above was not completed. Recommendation will be repeated.
- _The corrective action noted above was not completed. Recommendation will be repeated.
- _The corrective action noted above was not completed. Recommendation will be repeated.

- 1000/4 CS-2:
_Right aluminum Posts 1-5 and 2-2 have moderate corrosion on the east washer. (Total 2 LF)
Refer to Photo 22. NO CHANGE.
- 1080/4 CS-2:
_Left railing has a delamination 11in. H x 3in. W on the interior face, adjacent to Bent 4
joint. (Total 1 LF) Refer to Photo 23. NO CHANGE.
- 1130/4 CS-2:
_The north and south concrete barriers have random vertical cracks up to full height x
1/64in. W. (Total 20 LF) NO CHANGE. NCAR.

Total Number of Elements*: 12
*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
 Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
 Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

Inspector Recommendations

UNIT: Structure DECKSUnit 1**ELEMENT/ENV: 301:2320 / 4 Seal Adhesion****ELEM CATEGORY: Joints**

CONDITION STATE	PRIORITY
3 MMS Quantity: 14 lf Element Estimated Quantity: 14 ft	3
WORK ORDER RECOMMENDATION: Repair areas of seal adhesion loss along left sidewalk joints over Abutments 1 and 6. Photo 06	

ELEMENT/ENV: 301:2330 / 4 Seal Damage**ELEM CATEGORY: Joints**

CONDITION STATE	PRIORITY
3 MMS Quantity: 10 lf Element Estimated Quantity: 10 ft	3
WORK ORDER RECOMMENDATION: Repair damaged sealant in the median joints over Abutments 1 and 6 and right sidewalk over Abutment 6. Photo 07	

ELEMENT/ENV: 301:2350 / 4 Debris Impaction**ELEM CATEGORY: Joints**

CONDITION STATE	PRIORITY
2 MMS Quantity: 20 lf Element Estimated Quantity: 20 ft	3
WORK ORDER RECOMMENDATION: Remove dirt and debris from the sidewalk joints. Photo 08	

ELEMENT/ENV: 8099:510:3220 / 4 Crack (Wearing Surface)**ELEM CATEGORY: Decks/Slabs**

CONDITION STATE	PRIORITY
3 MMS Quantity: 214 sf Element Estimated Quantity: 214 sq.ft	3
WORK ORDER RECOMMENDATION: Clean and seal cracks on the asphalt overlay along the intermediate bent joints. Photo 05	

ELEMENT/ENV: 8099:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Decks/Slabs**

CONDITION STATE	PRIORITY
2, 3 MMS Quantity: 425 sf Element Estimated Quantity: 425 (SF)	3
WORK ORDER RECOMMENDATION: Repair spalls, delaminations and cracks in slab units where needed. Photos 02 to 04	

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
 Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
 Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

Inspector Recommendations

UNIT: Structure MISCELLANEOUS**Unit 1****ELEMENT/ENV: 8475 / 4 R/Conc Walls****ELEM CATEGORY: Other Elements**

CONDITION STATE			PRIORITY
1, 2, 3	MMS Quantity: 8 mh	Element Estimated Quantity: 30 ft	3

WORK ORDER RECOMMENDATION:

Fill joint with grout on retaining walls. Photo 10

ELEMENT/ENV: 8475:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Other Elements**

CONDITION STATE			PRIORITY
2, 3	MMS Quantity: 3 mh	Element Estimated Quantity: 6 ft	3

WORK ORDER RECOMMENDATION:

Repair spalls and delaminations along SW and NW retaining walls. Photo 10

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

Inspector Recommendations

UNIT: Structure SUBSTRUCTURE**Unit 1****ELEMENT/ENV: 215 / 4 Re Conc Abutment****ELEM CATEGORY: Substructure****CONDITION
STATE****PRIORITY**

1 MMS Quantity: 1 mh Element Estimated Quantity: 1 ft

3

WORK ORDER RECOMMENDATION:

Remove vegetation from north end of Abutment 6 cap. Photo 12

ELEMENT/ENV: 234 / 4 Re Conc Pier Cap**ELEM CATEGORY: Substructure****CONDITION
STATE****PRIORITY**

1, 2 MMS Quantity: 1 mh Element Estimated Quantity: 1 ft

0

WORK ORDER RECOMMENDATION:

Provide handhole access cover for the light pole at the south end of Bent 2 cap. Photo 14

ELEMENT/ENV: 8393:1130 / 4 Cracking (RC and Other)**ELEM CATEGORY: Substructure****CONDITION
STATE****PRIORITY**

3 MMS Quantity: 160 mh Element Estimated Quantity: 205 ft

3

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps. Photos 15 to 19

ELEMENT/ENV: 8394 / 4 R/Conc Abut Slope Protection**ELEM CATEGORY: Substructure****CONDITION
STATE****PRIORITY**

1, 3 MMS Quantity: 2 mh Element Estimated Quantity: 10 (SF)

3

WORK ORDER RECOMMENDATION:

Remove trash from both abutment slope pavement. Photo 20

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

Inspector Recommendations

UNIT: Structure SUPERSTRUCTURE**Unit 1****ELEMENT/ENV: 333 / 4 Other Bridge Railing****ELEM CATEGORY: Superstructure**CONDITION
STATE

PRIORITY

1, 2

MMS Quantity: 1 If Element Estimated Quantity: 1 ft

3

WORK ORDER RECOMMENDATION:

Provide missing cover to the electrical box on the outside face of the south barrier. Photo 21

ELEMENT/ENV: 333:1000 / 4 Corrosion**ELEM CATEGORY: Superstructure**CONDITION
STATE

PRIORITY

2

MMS Quantity: 2 If Element Estimated Quantity: 2 ft

3

WORK ORDER RECOMMENDATION:

Clean and paint washers with corrosion on right aluminum Posts 1-5 and 2-2. Photo 22

ELEMENT/ENV: 333:1080 / 4 Delamination/Spall/Patched Area**ELEM CATEGORY: Superstructure**CONDITION
STATE

PRIORITY

2

MMS Quantity: 1 If Element Estimated Quantity: 1 ft

3

WORK ORDER RECOMMENDATION:

Repair delamination on left railing at interior face adjacent to Bent 4 joint. Photo 23

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43.9ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns

TRAFFIC RESTRICTIONS: Based on the current load rating analysis dated 12/5/06, posting is not required. The structure is not posted.

REVIEWED BY:

Julie A VersDigitally signed by Julie A Vers
Date: 2021.04.07 14:32:12
+04'00'

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105**DISTRICT: D6 - Miami****INSPECTION DATE: 2/24/2021 NZGI**

INSPECTION NOTES: **NZGI** **2/24/2021**

Sufficiency Rating Calculation Accepted by knmeira at 3/16/2021 11:05 AM.

Following the "Additional Guidance for Assigning NBI Ratings for Deck/Superstructure for Sonovoid Slab Bridges", NBI Rating for SIA Item 58 Deck and Item 59 Superstructure are coded 4 (Poor) due to delaminations between 15-25% of the slab unit area. Slab units 1-2 and 1-15 meet this criteria. (02/24/2021).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/24/2021 per Julie A. Vers P.E.

The structure is now on a 12 months inspection frequency due to NBI Rating 4 for SIA Items 58 Deck and 59 Superstructure.

The following elements were inspected underwater by the divers:

8290 Channel

226 Pre Conc Pile - Bents 2 through 5 each with ten 18in. concrete piles

8393 Bulkhead Seawall Any Material

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 01 Element/Env 8099/4: PS Conc Slab (Sonovoid)

Typical exposed pickup points at the top face of the exterior sidewalk slabs and north half of the median slabs at the ends of each span. The closure pours between the exterior sidewalk and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W.

WORK ORDER RECOMMENDATION:
None.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 02 Element/Env 8099/4: PS Conc Slab (Sonovoid)

Slab unit 1-3 has a spall/delamination up to 10ft. L x 18in. W with corrosion bleed out in the south edge over the west bulkhead.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks in slab units where needed.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 03 Element/Env 8099/4: PS Conc Slab (Sonovoid)

Slab unit 5-15 has a spall/delamination 9ft. L x 30in. W x 1/2in. D with one exposed strand having up to 50% section loss, west of east bulkhead cap extending from south edge at 10ft. from Abutment 6.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks in slab units where needed.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 04 Element/Env 8099/4: PS Conc Slab (Sonovoid)

Slab unit 5-16 has a longitudinal crack 5ft. L x 1/16in. W with corrosion bleed out on the bottom edge of the south face west of east bulkhead.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks in slab units where needed.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

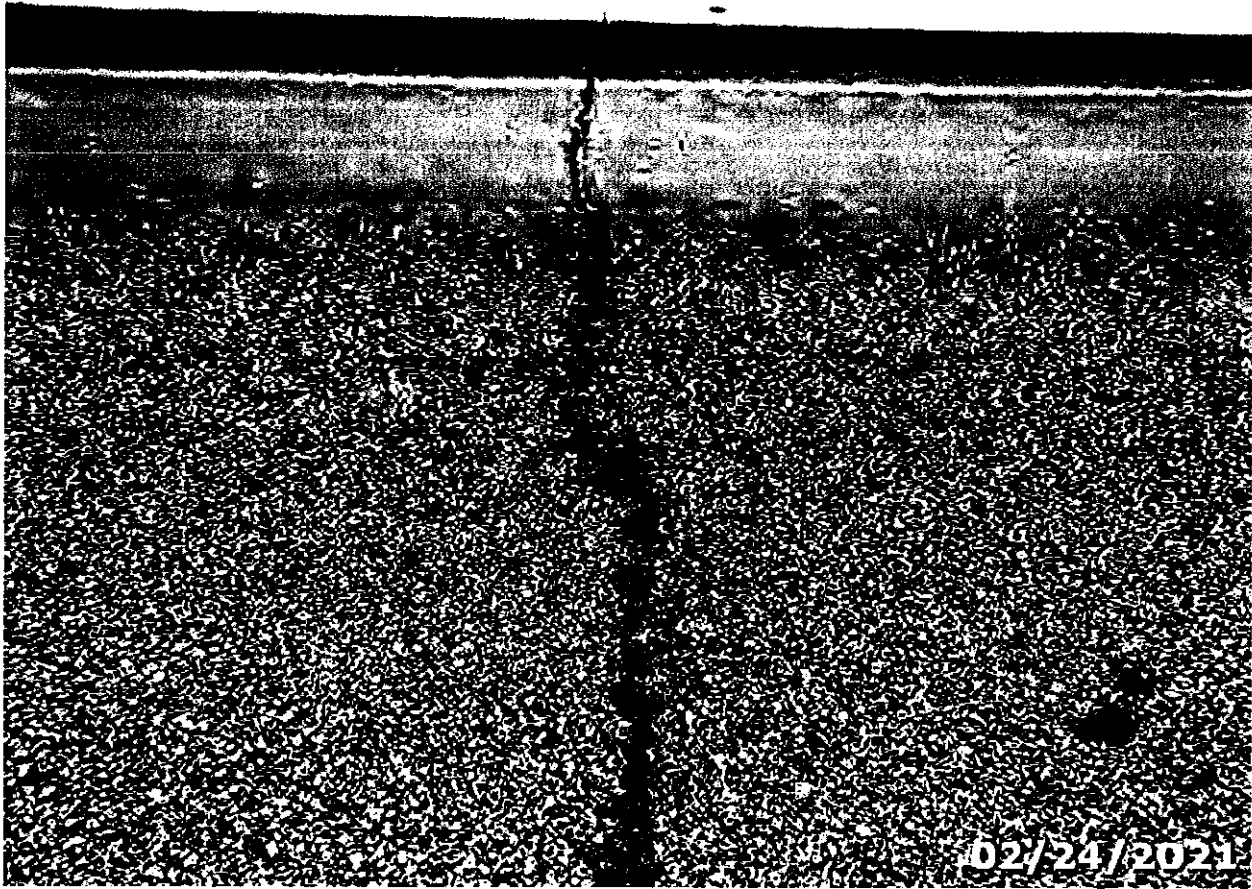


Photo 05 Element/Env 8099/ 510/4: PS Conc Slab (Sonovoid)/ Wearing Surfaces

The asphalt overlay has transverse cracks up to 1in. W with vegetation growth along the intermediate bent joints.

WORK ORDER RECOMMENDATION:

Clean and seal cracks on the asphalt overlay along the intermediate bent joints.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 06 Element/Env 301/4: Pourable Joint Seal

Abutment 1 left sidewalk joint has moderate to heavy adhesion loss throughout.

WORK ORDER RECOMMENDATION:

Repair areas of seal adhesion loss along left sidewalk joints over Abutments 1 and 6.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 07 Element/Env 301/4: Pourable Joint Seal

There are areas of missing sealant in the median joints over Abutments 1 and 6. These areas of the joints are filled with expansion board.

WORK ORDER RECOMMENDATION:

Repair damaged sealant in the median joints over Abutments 1 and 6 and right sidewalk over Abutment 6.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 08 Element/Env 301/4: Pourable Joint Seal

There is light dirt and debris in the sidewalk and shoulder areas of the joints.

WORK ORDER RECOMMENDATION:
Remove dirt and debris from the sidewalk joints.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI

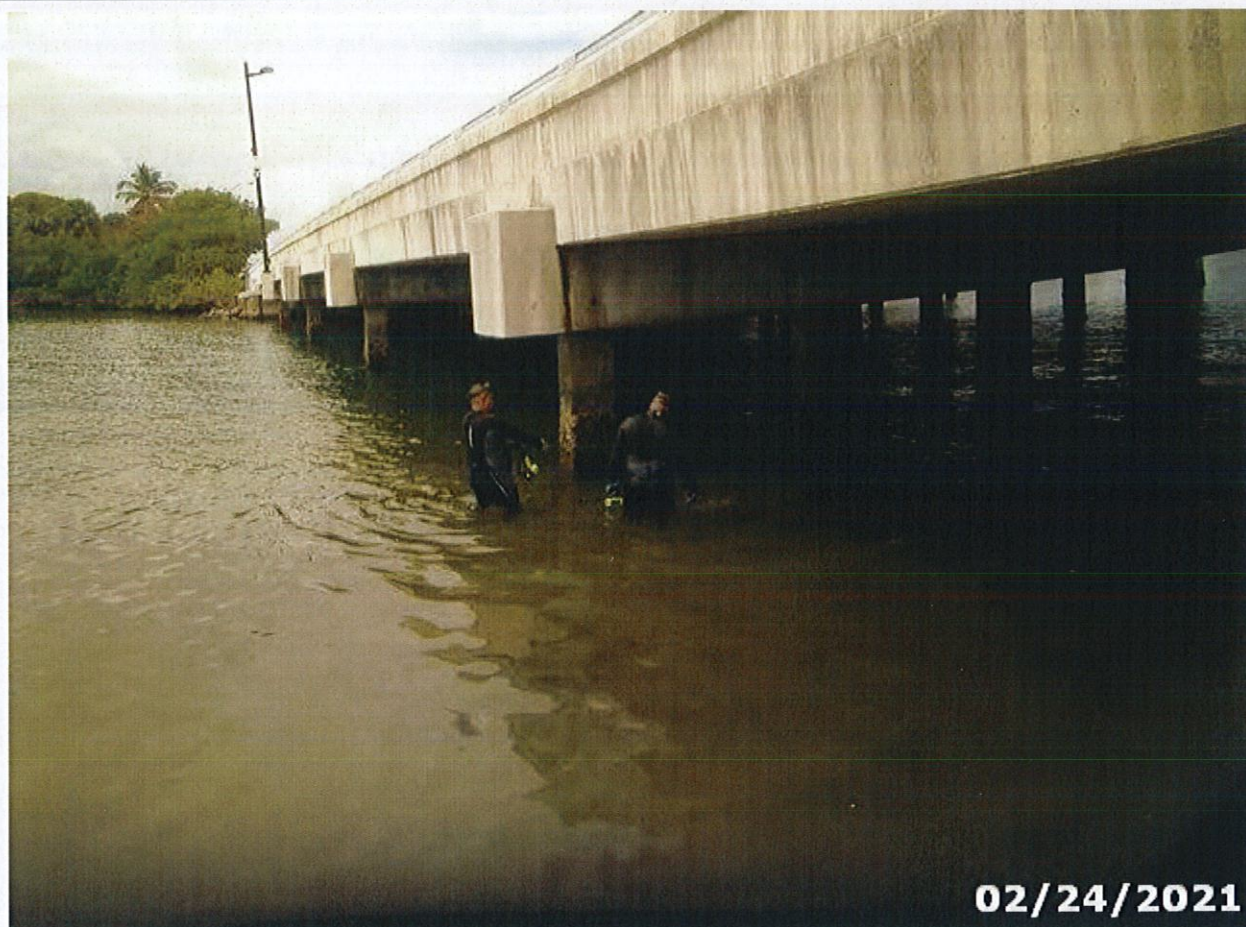


Photo 09 Element/Env 8290/4: Channel

Divers conducting the Underwater Inspection.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 10 Element/Env 8475/4: R/Conc Walls

There is an open joint slab length x up to 2in. W x 15in. back under along the bottom south and north ends of the retaining walls.
_The SW retaining wall has a spall 19in. L x 7in. H x 2-1/2in. D in the bottom edge at the west end.

WORK ORDER RECOMMENDATION:

- _Fill joint with grout on retaining walls.
- _Repair spalls and delaminations along SW and NW retaining walls.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 11 Element/Env 8475/4: R/Conc Walls

The NW approach slab barrier has numerous exposed rebar ties with up to 60% section remaining in the outside face due to lack of concrete cover.

WORK ORDER RECOMMENDATION:
None.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 12 Element/Env 215/4: Re Conc Abutment

There is light vegetation growth at the north end of Abutment 6 cap.

WORK ORDER RECOMMENDATION:

Remove vegetation from north end of Abutment 6 cap.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 13 Element/Env 226/4: Pre. Concrete Pile

Pile 5-3, NE corner has a spall 32in. H x 8in. W x 1/2in. D near the cap.

WORK ORDER RECOMMENDATION:
None.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 14 Element/Env 234/4: Re. Concrete Pier Cap

The light pole at the south end of Bent 2 cap is missing the handhole access cover. The inspector covered it provisionally during this inspection cycle.

WORK ORDER RECOMMENDATION:

Provide handhole access cover for the light pole at the south end of Bent 2 cap.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 15 Element/Env 8393/4: Bulkhead Seawall Any Material

The SW seawall cap has a spalled/delaminated area 30ft. L x 2ft. H x 5in. D with one exposed rebar 24in. L having up to 0% section remaining.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 16 Element/Env 8393/4: Bulkhead Seawall Any Material

The SE corner of the bulkhead at Abutment 6 has a spall/delamination 38in. H x 8in. W x 6in. D with one exposed rebar having 0% section remaining.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 17 Element/Env 8393/4: Bulkhead Seawall Any Material

The seawall caps, piles and walls have spalls up to 22in. L x 9in. H x 2in. D, delaminations up to 6ft. L x 10in. H, spalled/failed patched areas up to 30in. L x 10in. W x 4-1/2in. D with corrosion bleed out, and associated cracks up to 1/4in. W with corrosion bleed out throughout. Typical view of west seawall.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 18 Element/Env 8393/4: Bulkhead Seawall Any Material

Typical view of south end of west seawall.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps.

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**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 19 Element/Env 8393/4: Bulkhead Seawall Any Material

The west seawall cap, east face exhibits a spall 24in. L x 12in. W x 1-1/2in. D with no exposed rebar, 4ft. from the north end.

WORK ORDER RECOMMENDATION:

Repair spalls, delaminations and cracks/fractures along both seawall caps.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 20 Element/Env 8394/4: R/Conc Abut Slope Protection

There is moderate trash on both abutments slope pavement.

WORK ORDER RECOMMENDATION:
Remove trash from both abutment slope pavement.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 21 Element/Env 333/4: Other Bridge Railing

The cover for the electrical box on the outside face of the south barrier at Abutment 1 is missing with no wiring inside.

WORK ORDER RECOMMENDATION:

Provide missing cover to the electrical box on the outside face of the south barrier.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 22 Element/Env 333/4: Other Bridge Railing

Right aluminum Posts 1-5 and 2-2 have moderate corrosion on the east washers.

WORK ORDER RECOMMENDATION:

Clean and paint washers with corrosion on right aluminum Posts 1-5 and 2-2.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



Photo 23 Element/Env 333/4: Other Bridge Railing

Left railing has a delamination 11in. H x 3in. W on the interior face, adjacent to Bent 4 joint.

WORK ORDER RECOMMENDATION:

Repair delamination on left railing at interior face adjacent to Bent 4 joint.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105
DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



SCOUR EVALUATION

Channel looking North

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID: INSP005

PRINTED: 03/16/2021

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/24/2021 NZGI



SCOUR EVALUATION

Channel looking South

F. FIELD PREPARATION and CHECKLIST

Structure ID: 875105

Inspection Date: 02/24/2021

Underwater: 02/24/2021

A. Tools and Equipment

Full Size Cargo Van: Yes: X

Pick-up Truck: Yes: No: X

Automobile: Yes: No: X

Camera: Yes: No:

NDT Equipment: Yes: No: X

NDT Type: N/A

Binoculars: Yes: No: ☒ X

Diving Performed: Yes: ☒ No: ☐ Max Depth: 8.1 ft. Current: Mild

Dive Mode: SCUBA

Hand Tools:

1. Standard Inspection Tools
2. Chipping Hammer
3. Inspection Hand Tools
4. Flashlight
5. Folding Rulers

Other:

B. Services

Flag Crew: N/A

Snooper: N/A

Electrician: N/A

Other: _____

C. Scheduling (Brief Explanation)

Routine Inspection, no special scheduling needed.

Man Hours: 0hrs. Dive Time: 4 hrs Travel Time: 1 hrs Office Time: 1 hr

D. Site Conditions

Boat Needed: No Type of Boat: N/A

Location of Boat Ramp: N/A

Lengthy Travel Required: YES

Difficult Access: NO

Water Obviously Polluted: NO

Water quality is fair: Yes

Strong Water Current: No

Other: N/A

E. UNDERWATER ELEMENTS INSPECTED:

- 8290 Channel – 1 ea.
- 226 Pre Conc Pile – 40 ea. Bents 2 through 5 each with ten 18in. concrete piles
- 8393 Bulkhead Seawall Any Material – 205 ft.

Load Rating Summary for Prestressed Concrete Bridges (Flat Slab and Deck/Girder)

Table 1 - LRFR using Appendix D.6 (LFD or ASD)*

Level	Vehicle	Weight (Tons)	Load Factors		Moment (Strength) or Stress (Service)				Shear (Strength)				Comments: Interior/exterior beam OF method if other than Standard Spec. Other appropriate comments			
			77	70	Minimum Rating Factor	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor		Tons	Location	Dimension
Inventory (Inv)	HS-20	36.0	2.17	1.30	N/A	0.424	2.87	96.12	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	HS-20	36.0	1.30	1.30	N/A	0.424	4.45	180.20	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	SU4	35.0	1.30	1.30	N/A	0.424	3.76	131.60	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	C5	40.0	1.30	1.30	N/A	0.424	5.86	234.40	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	S76	40.0	1.30	1.30	N/A	0.424	5.01	200.40	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit

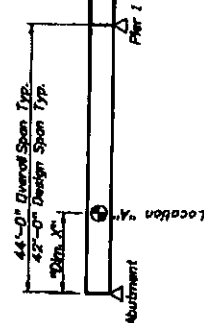
General Notes:
1. This table is based on the requirements established in the Jan./July 2006 "Structures Manual".
2. If the Design Operating Load Rating is greater than 1, Load Rating using Legal Vehicle SU4, CS, and ST6 is not required.
3. Service III Inventory Design tensile stress limits = 34%
Service III Operating Design, Legal, and Permit tensile stress limits = 7.50%.

Table 2 Notes:
1. Permit capacity is determined by using the permit vehicle in all cases.
2. If the Design Operating Load Rating is greater than 1, Load Rating using Legal Vehicle SU4, CS, and ST6 is not required.
3. Service III Inventory Design tensile stress limits = 34%
Service III Operating Design, Legal, and Permit tensile stress limits = 7.50%.

Load Rating Summary for Prestressed Concrete Bridges (Flat Slab and Deck/Girder)

Table 2 - LRFR w/o Appendix D.6 (LFD)*

Level	Limit State	Vehicle	Weight (Tons)	Load Factors			Moment (Strength) or Stress (Service)						Shear (Strength)				Comments:	
				LL	DC	DW	Minimum Rating Factor	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor	Tons	Location		Dimension
Load Rating	Strength I (Over)	HL-93	N/A	1.75	1.25	1.50	1.00	0.378	1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit	Interior/exterior beam OK method if other than LRFD. Other appropriate comments
	Strength I (Op)	HL-93	N/A	1.35	1.25	1.50	1.00	0.378	1.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III (Inv)	HL-93	N/A	0.80	1.00	1.00	1.00	0.378	1.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III (Op)	HL-93	N/A	0.80	1.00	1.00	1.00	0.378	1.87	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Strength I	SU4	35.0	1.35	1.25	1.50	N/A	0.378	2.00	70.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
Load Rating	Strength I	CS	40.0	1.35	1.25	1.50	N/A	0.378	2.58	103.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Strength I	ST5	40.0	1.35	1.25	1.50	N/A	0.378	2.87	108.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III	SU4	35.0	0.80	1.00	1.00	N/A	0.378	1.72	80.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III	CS	40.0	0.80	1.00	1.00	N/A	0.378	2.23	88.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III	ST5	40.0	0.80	1.00	1.00	N/A	0.378	2.30	92.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
Load Rating	Strength II	FL120	60.0	1.35	1.25	1.50	1.00	0.378	1.42	85.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	
	Service III	FL120	60.0	0.70	1.00	1.00	1.00	0.378	1.40	84.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit	



Abbreviations:
Inv - Inventory
Op - Operating

Bridge # 875105

Controlling Load Rating			
Limit State	Vehicle	Rating Factor	1.24
Service III (Inv)	HL-93	N/A	1.24

TOWN OF BAY HARBOR ISLANDS		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION)		LOAD RATING SUMMARY	
DATE: 12/3/2006		PROJECT NO.: BC-113		SHEET NUMBER: 1	
DESIGNED BY: [Signature]		CHECKED BY: [Signature]		APPROVED BY: [Signature]	
DRAWN BY: [Signature]		SCALE: AS SHOWN		PROJECT LOCATION: BAY HARBOR ISLANDS	

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

Description

Structure Unit Identification

Bridge/Unit Key: 875105 1
 Structure Name: NE 123rd Street over Biscayne Bay
 Description: Spans 1 thru 5
 Type: M - Main

Roadway Identification

NBI Structure No (8): 875105
 Position/Prefix (5): 1 - Route On Structure
 Kind Hwy (Rte Prefix): 5 City Street
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00922 / 0 N/A (NBI)
 Feature Intersect (6): BISCAYNE BAY
 Critical Facility: Not Applicable
 Facility Carried (7): NE 123rd Street
 Mile Point (11): 3.772
 Latitude (16): 025d53'21.0" Long (17): 080d09'01.8"

Roadway Traffic and Accidents

Lanes (28): 4 Medians: 1 Speed: 30 mph
 ADT Class: 4 ADT Class 4
 Recent ADT (29): 22890 Year (30): 2020
 Future ADT (114): 38935 Year (115): 2042
 Truck % ADT (109): 2
 Detour Length (19): 7.6 mi
 Detour Speed: 30 mph
 Accident Count: -1 Rate:

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
 National base Net (12): 0 - Not on Base Network
 LRS Inventory Rte (13a): 87 066 000 Sub Rte (13b): 00
 Functional Class (26): 16 Urban Minor Arterial
 Federal Aid System: ON
 Defense Hwy (100): 0 Not a STRAHNET hwy
 Direction of Traffic (102): 2 2-way traffic
 Emergency: ☒

Roadway Clearances

Vertical (10): 99 ft Appr. Road (32): 53.5 ft
 Horiz. (47): 78 ft Roadway (51): 53.5 ft
 Truck Network (110): 0 Not part of natl netwo
 Toll Facility (20): 2 On toll road
 Fed. Lands Hwy (105): 0 N/A (NBI)
 School Bus Route: ☒
 Transit Route: ☒

NBI Project Data

Proposed Work (075A): Unknown (P)
 Work To Be Done By (075B): Unknown (NBI)
 Improvement Length (076): -1 ft

Improvement Cost (094): -\$ 1.00
 Roadway Improvement Cost (095): -\$ 1.00
 Total Cost (096): -\$ 1.00
 Year of Estimate (097): -1

NBI Rating

Channel (61): 7 Minor Damage
 Deck (58): 4 Poor
 Superstructure (59): 4 Poor
 Substructure (60): 7 Good

Culvert (62): N N/A (NBI)
 Waterway (71): 8 Equal Desirable
 Unrepaired Spalls: -1 sq.ft.
 Review Required: ☒

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

Structure Identification

Admin Area: Miami-Dade
 District (2): D6 - Miami
 County (3): (87)Miami-Dade
 Place Code (4): Bay Harbor Islands
 Location (9): 200Ft. W of Toll Plaza
 Border Br St/Reg (98): Not Applicable (P) Share: %
 Border Struct No (99):
 FIPS State/Region (1): 12 Florida Region 4-Atlanta
 NBIS Bridge Len (112): Y - Meets NBI Length
 Parallel Structure (101): No || bridge exists
 Temp. Structure (103): Not Applicable (P)
 Maint. Resp. (21): 3 Town/Township Hwy Agcy
 Owner (22): 3 Town/Township Hwy Agcy
 Historic Signif. (37): 5 Not eligible for NRHP

Structure Type and Material

Curb/Sidewalk (50): Left: 7.25 ft Right: 6.8 ft
 Bridge Median (33): 2 Closed Med w/o Barrier
 Main Span Material (43A): 5 Prestressed Concrete
 Appr Span Material (44A): Not Applicable (P)
 Main Span Design (43B): 01 Slab
 Appr Span Design (44B): Not Applicable (P)

Appraisal**Structure Appraisal**

Open/Posted/Closed (41): A Open, no restriction
 Deck Geometry (68): 4 Tolerable
 Underclearances (69): N Not applicable (NBI)
 Approach Alignment (72): 8-No Speed Red thru Curv
 Bridge Railings (36a): 1 Meets Standards
 Transitions (36b): 0 Substandard
 Approach Guardrail (36c): 0 Substandard
 Approach Guardrail Ends (36d): 0 Substandard
 Scour Critical (113): 5 Stable w/in footing

Minimum Vertical Clearance

Over Structure (53): 99 ft
 Under (reference) (54a): N Feature not hwy or RR
 Under (54b): 0 ft

Schedule**Current Inspection**

Inspection Date: 02/24/2021
 Inspector: KNMEIOP - Omar Porras
 Bridge Group: CA611
 Alt. Bridge Group:
 Primary Type: Regular NBI
 Review Required: ☒

Geometrics

Spans in Main Unit (45): 5
 Approach Spans (46): 0
 Length of Max Span (48): 44.6 ft
 Structure Length (49): 221.5 ft
 Total Length: 261.5 ft
 Deck Area: 18252 sqft
 Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 2006
 Year Reconstructed (106): 0
 Type of Service On (42a): 5 Highway-pedestrian
 Under (42b): 5 Waterway
 Fracture Critical Details: Not Applicable

Deck Type and Material

Deck Width (52): 82.4 ft
 Skew (34): 0 deg
 Deck Type (107): 2 Concrete Precast Panel
 Surface (108): 6 Bituminous
 Membrane: 1 Built-up
 Deck Protection: None

Navigation Data

Navigation Control (38): Permit Not Required
 Nav Vertical Clr (39): 0 ft
 Nav Horizontal Clr (40): 0 ft
 Min Vert Lift Clr (116): 0 ft
 Pier Protection (111): 1 Not Required

NBI Condition Rating

Sufficiency Rating: 38
 Health Index: 97.35
 Structural Eval (67): 4 Minimum Tolerable
 Deficiency: Structurally Deficient

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
 Right Side (55b): 0 ft
 Left Side (55c): 0 ft

Next Inspection Date Scheduled

NBI: 02/24/2023
 Element: 02/24/2022
 Fracture Critical:
 Underwater: 02/24/2023
 Other/Special: 02/24/2022
 Inventory Photo Update Due: 02/24/2025

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

Schedule Cont.**Inspection Types
Performed**NBI ☒Element ☒Fracture Critical ☐Underwater ☒Other Special ☒**Inspection Intervals****Required (92)****Frequency (92)****Last Date (93)****Inspection Resources**Fracture Critical ☐

mos

Crew Hours: 4

Underwater ☒

24 mos

02/24/2021

Flagger Hours: 0

Other Special ☒

12 mos

02/24/2021

Helper Hours: 0

NBI

24 mos

(91)

02/24/2021

(90)

Snooper Hours: 0

Special Crew Hours: 3

Special Equip Hours: 0

Bridge Related**General Bridge Information**

Parallel Bridge Seq:

Channel Depth: 8.1 ft

Radio Frequency: -1

Phone Number:

Exception Date:

Exception Type:

Accepted By Maint:

Warranty Expiration: 00/00/0000

Performance Rating: Poor

Bridge Rail 1: Conc parapet-alum-rail

Bridge Rail 2: Not applicable-No rail

Electrical Devices: Roadway lighting only

Culvert Type: Not applicable

Maintenance Yard: Not FDOT Maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure: 875100

2nd Previous Structure:

Replacement Structure:

Permitted Utilities: Power ☐ Water ☐ Gas ☐ Fiber Optic ☐ Sewage ☐ Other ☐**Bridge Load Rating Information**

Inventory Type (065): 3 LRFR Load & Res. Fact

Operating Type (063): 3 LRFR Load & Res. Fact

Original Design Load (031): HL 93

Date: 12/05/2006

Initials: TWF

Load Rating Rev. Recom.: No

Load Rating Plans Status: Design or Construction

Inventory Rating (066): 44.6 tons

Operating Rating (064): 60.1 tons

FL120 Permit Rating: 84.0 tons

HS20/FL120 Max Span Rating: 84.0 tons

Dynamic Impact in Percent: 33 %

Governing Span Length: 42.0 ft

Minimum Span Length:

Distribution Method: Others

Load Rating Notes:

LEGAL LOADS

SU2: -1.0 tons

SU3: -1.0 tons

SU4: 60.2 tons

C3: -1.0 tons

C4: -1.0 tons

C5: 89.2 tons

ST5: 92.0 tons

Posting (070): 5 At/Above Legal Loads

Open/Posted/Closed (041): A Open, no restriction

FLOOR BEAM (FB)

FB Present: No

FB Span Length, Gov:

FB Spacing, Gov:

FB OPR Rating: 0.0 tons

FB SU4 OPR Rating:

FB FL120 Rating: 0.0 tons

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 EV inapplicable

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: All pile driving records

Foundation Type: Foundation details

Mode of Flow: Tidal

Rating Scour Eval: Unknown

Highest Scour Eval: Unknown

Scour Evaluation Method:

Scour Recommended I: Not Applicable

Scour Recommended II: Not Applicable

Scour Recommended III: Not Applicable

Scour Elevation: 0 ft

Action Elevation: 0 ft

Storm Frequency:

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

Elements

Inspection Date: 02/24/2021 NZGI

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17827	97.67	401	2.2	24	0.13	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	401	97.57	10	2.43	0	.	411 (SF)
Structure Unit 1	1100 / 4	Exposed Prestressing	0	.	0	.	9	100	0	.	9 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	301 / 4	Pourable Joint Seal	112	71.79	20	12.82	24	15.38	0	.	156 ft
Structure Unit 1	2320 / 4	Seal Adhesion	0	.	0	.	14	100	0	.	14 ft
Structure Unit 1	2330 / 4	Seal Damage	0	.	0	.	10	100	0	.	10 ft
Structure Unit 1	2350 / 4	Debris Impaction	0	.	20	100	0	.	0	.	20 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8290 / 4	Channel	0	.	1	100	0	.	0	.	1 (EA)
Structure Unit 1	9140 / 4	Debris	0	.	1	100	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	321 / 4	Re Conc Approach Slab	3296	100	0	.	0	.	0	.	3296 sq.ft
Structure Unit 1	510 / 4	Wearing Surfaces	3242	98.36	0	.	54	1.64	0	.	3296 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	54	100	0	.	54 sq.ft

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8475 / 4	R/Conc Walls	54	67.5	4	5	22	27.5	0	.	80 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	4	66.67	2	33.33	0	.	6 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	20	100	0	.	20 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	215 / 4	Re Conc Abutment	170	100	0	.	0	.	0	.	170 ft

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	226 / 4	Pre Conc Pile	25	62.5	7	17.5	8	20	0	.	40 (EA)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	7	46.67	8	53.33	0	.	15 (EA)

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	234 / 4	Re Conc Pier Cap	331	97.35	9	2.65	0	.	0	.	340 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	9	100	0	.	0	.	9 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8393 / 4	Bulkhead Seawall Any Material	0	.	0	.	205	100	0	.	205 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	6	100	0	.	6 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	0	.	199	100	0	.	199 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8394 / 4	R/Conc Abut Slope Protection	1630	97.02	0	.	50	2.98	0	.	1680 (SF)
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	0	.	50	100	0	.	50 (SF)

SUPERSTRUCTURE : Bearings

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	310 / 4	Elastomeric Bearing	72	100	0	.	0	.	0	.	72 each

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	333 / 4	Other Bridge Railing	420	94.81	23	5.19	0	.	0	.	443 ft
Structure Unit 1	1000 / 4	Corrosion	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft

Total Number of Elements*: 12

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR/Bridge Profile Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 3/16/2021

Inspection Information

Inspection Date: 02/24/2021

Type: Regular NBI

Inspector: KNMEIOP - Omar Porras

Inspection Notes: Sufficiency Rating Calculation Accepted by knmeira at 3/16/2021 11:05 AM.

Following the "Additional Guidance for Assigning NBI Ratings for Deck/Superstructure for Sonovoid Slab Bridges", NBI Rating for SIA Item 58 Deck and Item 59 Superstructure are coded 4 (Poor) due to delaminations between 15-25% of the slab unit area. Slab units 1-2 and 1-15 meet this criteria. (02/24/2021).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/24/2021 per Julie A. Vers P.E.

The structure is now on a 12 months inspection frequency due to NBI Rating 4 for SIA Items 58 Deck and 59 Superstructure.

The following elements were inspected underwater by the divers:

8290 Channel

226 Pre Conc Pile - Bents 2 through 5 each with ten 18in. concrete piles

8393 Bulkhead Seawall Any Material

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43.9ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns

TRAFFIC RESTRICTIONS: Based on the current load rating analysis dated 12/5/06, posting is not required. The structure is not posted.

REVIEWED BY:

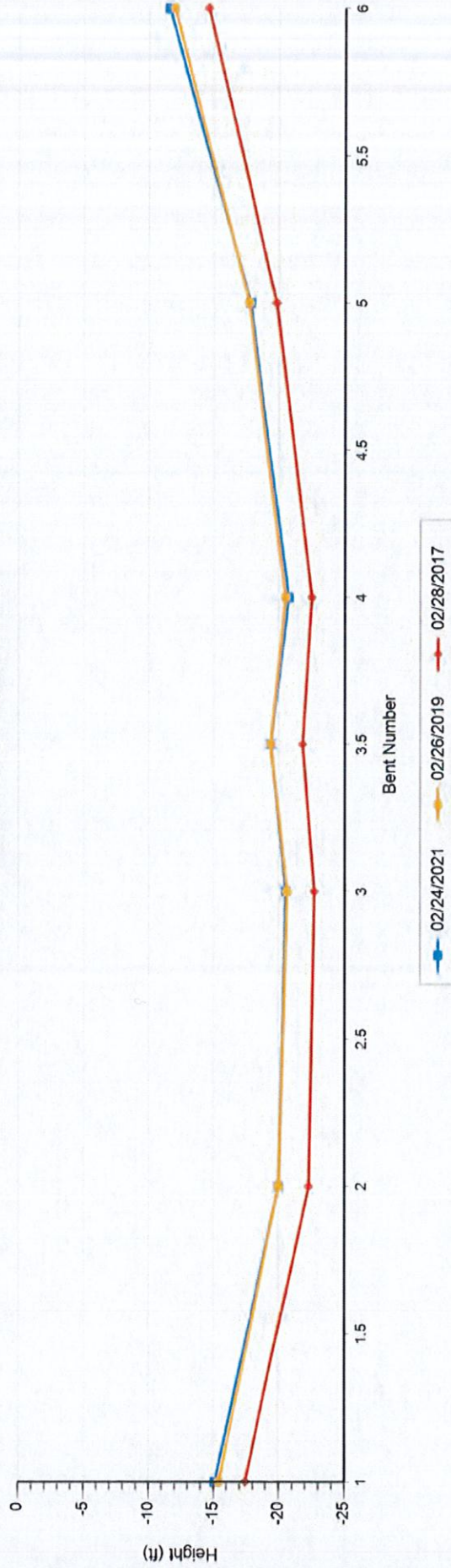
Schedule Notes

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

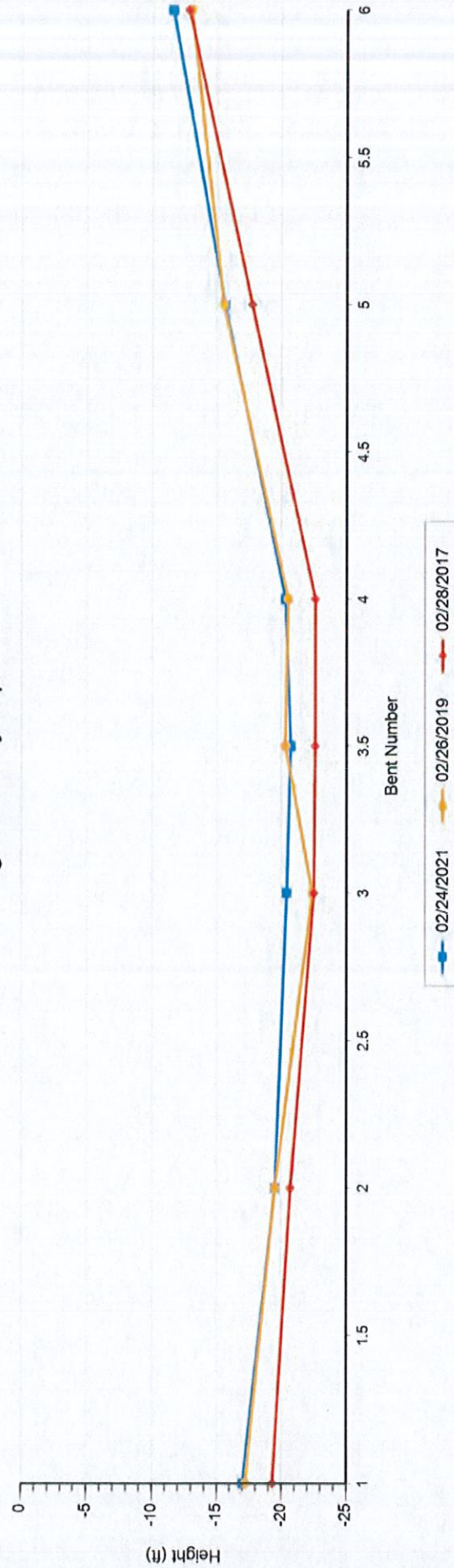
REPORT ID : INSP005
Structure ID : 875105

DATE PRINTED: 3/16/2021 12:32:18 PM

Left Profile by Inspection



Right Profile by Inspection



FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Bridge Profile

REPORT ID : INSP005
Structure ID : 875105

DATE PRINTED: 3/16/2021 12:32:18 PM

Profile Data - Numerical Summary

(All Heights are in Feet)

Inspection Date and Key: 2/24/2021 NZGI

Bent #	Left Height	Right Height
1	15.10	17.00
2	20.00	19.50
3	20.50	20.40
3.5	19.40	20.70
4	20.70	20.30
5	17.80	15.60
6	11.60	11.60

Air Temp: 80

Profile Notes:

Measurements were taken from the top of the concrete rails.
Measurements at Abutments 1 and 6 were taken in front of seawalls.
Maximum Depth = 8.1 ft.

Inspection Date and Key: 2/26/2019

KJEW

1	15.40	17.20
2	20.00	19.50
3	20.60	22.40
3.5	19.40	20.30
4	20.50	20.50
5	17.70	15.50
6	12.00	13.00

Air Temp: 78

Profile Notes:

Measurements were taken from the top of the concrete rails.
Measurements at Abutments 1 and 6 were taken in front of seawalls.
Waterline measurement at mid-channel: Left 12.4 ft. Right = 12.5 ft.
The channel was filled in with sand at bents locations since last inspection.
Maximum Depth = 9.9 ft.

Profile Data - Numerical Summary

Inspection Date and Key: 2/28/2017	BQSL	Bent #	Left Height	Right Height	(All Heights are in Feet)
		1	17.40	19.30	
		2	22.30	20.70	
		3	22.70	22.50	
		3.5	21.80	22.60	
		4	22.50	22.60	
		5	19.80	17.70	
		6	14.60	12.80	

Air Temp: 80

Profile Notes:

Measurements were taken from the top of the concrete bridge rail, instead of the deck.
Measurements at Bent 1 and 6 were taken in front of seawalls to the bottom of the channel.
Waterline: L: 13.7 ft. & R: 13.6 ft. at mid-channel.
Channel depth: 9.0 ft.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 1 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Bridge Number - 02/25/2015

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID : INVT017

PRINTED: 03/16/2021

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 2 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Typical Bridge Rail - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 3 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Southwest Oncoming Transition - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 4 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Northwest Oncoming Transition - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 5 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Southeast Off-Going Transition - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 6 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Northeast Off-Going Transition - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 7 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



West Apporach Looking East - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 8 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



West Approach Looking West - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 9 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



East Approach Looking West - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 10 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



East Apporach Looking East - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 11 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



North Elevation - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 12 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



South Elevation - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 13 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Typical Underside - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 14 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Channel Looking North - 02/25/2015

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FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
STRUCTURE LEVEL INVENTORY REPORT

Page 15 of 15

BRIDGE ID : 875105

Structure Inventory Photo Due Date : 02/24/2025



Channel Looking South - 02/25/2015

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REPORT ID : INVT017

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AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 4.

ITEM: Consideration and Approval to award Custom Tree Care, Inc. a three-year "piggyback" contract with two optional one-year renewals based upon an established contract with the City of Dania Beach, Florida, for Disaster Debris Removal and Disposal Services. Supporting documentation attached.

DESCRIPTION:

Since 2017, Custom Tree Care, Inc. has been the standby contractor for Disaster Debris Removal and Disposal Services, in the event of FEMA declared emergencies. The original agreement between the Town and Custom Tree Care will expire in May, 2022. Having exhausted the two, one-year contract extensions allowed under the previous agreement, the Town must either prepare an RFP and go to bid for these services, or award Custom Tree Care these services utilizing a "piggyback" contract with the City of Dania Beach, Florida, going forward.

Custom Tree Care provided timely response and aggressive action to the only FEMA approved event of the past five years -- Hurricane Irma in 2017. Outstanding communication and cooperation with town forces allowed for the rapid cleanup of the storm debris left in Irma's wake. Utilizing Custom Tree Care for this event, the town was 100 percent cleared of debris within seven days of the FEMA declaration, while neighboring communities took weeks to accomplish the same. Since Custom Tree Care produced such rapid results for the town in 2017, there is no need to evaluate other companies; therefore, approval of a new "piggyback" contract based on the similar needs of the City of Dania Beach, Florida should be approved. The piggyback contract will be for the same duration, three years, with two, one-year extensions upon mutual agreement. A copy of the executed Dania Beach contract containing unit bid pricing, shown on pages 33 - 35, is attached, and an unsigned agreement from the town to execute upon council approval.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

There will be no fiscal impact on the town until FEMA actually declares an emergency. Once declared, the town will be able to recover the bulk of the cleanup expense through FEMA.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Public Works Director

Maria Lasday, Town Manager

ATTACHMENTS

1.	PIGGYBACK DANIA BEACH RFP No 20-004 WITH CUSTOM TREE CARE FOR BHI 220 DISASTER DEBRIS AND DISPOSAL SERVICES
2.	CUSTOM TREE CARE EXECUTED CONTRACT WITH DANIA BEACH
3.	UNEXECUTED CONTRACT AGREEMENT WITH CUSTOME TREE CARE FOR BHI 220

CITY OF DANIA BEACH, FLORIDA



**REQUEST FOR PROPOSALS ("RFP") FOR
DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES**

RFP No. 20-004

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 2020

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR PROPOSALS (“RFP”) FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
RFP NO. 20-004

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for its “Disaster Debris Removal and Disposal Services”, RFP No. 20-004”.

Proposals will be accepted on DemandStar or by email to the procurement department at procurement@daniabeachfl.gov, until September 8, 2020 at 9:00 a.m. EST. Proposals received after this time will be rejected.

All electronic submissions will remain confidential and exempt from public record requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal meeting will be held on Monday, August 17, 2020, at 11:00 A.M. using RingCentral meeting software. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal. For information and instructions on joining this conference, please contact the Procurement Department at procurement@daniabeachfl.gov.

PROPOSAL SUBMISSION

Responses must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“RFP No. 20-004, Disaster Debris Removal and Disposal Services”**

For emailed submissions, please enter the following in the subject line: **“Disaster Debris Removal and Disposal Services”**.

All Proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the Proposal. No Proposer may withdraw a Proposal within ninety (90) calendar days after the Proposal opening date.

Pursuant to Florida law, all responses to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of the Proposal will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

Proposers shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: August 6, 2020

I. INFORMATION

For information pertaining to this Request for Proposals (RFP), email the Procurement Department at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

II. SCHEDULE OF EVENTS

RFP Document Issued	August 6, 2020
Deadline for Written Questions	August 28, 2020
Deadline for Receipt of Proposals	September 8, 2020
Evaluation of Proposals	Week of 9/14/20
Presentation by Short-Listed Proposers (if applicable)	N/A
Final Ranking of Firms	Week of 9/21/20
Anticipated Award by Commission	October 13, 2020

All dates are tentative. City reserves the right to change scheduled dates.

III. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding a Proposer (also referred to as a "Contractor") in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. Qualifications of Proposers: No Proposal will be accepted from, nor will any Agreement be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or Agreement, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of the City of Dania Beach. The Proposer must possess at least five (5) years demonstrated experience in storm debris collection and disposal. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit proposals.

2. Personal Investigation: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from

the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the Agreement. Before submitting a Proposal, each Proposer must become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

3. Inconsistencies: Any seeming inconsistency between or among different provisions of specifications, proposal or Agreement terms, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services as specified. For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and corrections will be interpreted to mean that the Proposer meets all the requirements in every respect.

4. Addenda and Interpretations: No interpretations of the meaning of the plans, specifications or other Agreement documents will be made orally to any Proposer. Prospective Proposers must request from the Procurement Administrator or designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of Proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under its Proposal as submitted. All addenda so issued shall become a part of the Agreement document. Proposer shall verify that it has all addenda before submitting its Proposal.

In the event there is any conflict between federal requirements contained in this RFP, and requirements as outlined in it by the City, then the more restrictive requirement shall apply.

5. Public Entity Crimes: A person or affiliate who or which has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Agreement to provide any goods or services to a public entity, may not submit a Proposal on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 Agreement with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Legal Conditions: Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the applicable provisions in the Charter and the ordinances of the City of Dania Beach.

7. Forms and Proposals: Sealed Proposals will be received until September 8, 2020, at 9:00 a.m. EST, either by email or submission to DemandStar.. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

Responses must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled: **RFP No. 20-004, Disaster Debris Removal and Disposal Services**".

For emailed submissions, please enter the following in the subject line: **"RFP No. 20-004, Disaster Debris Removal and Disposal Services"**.

The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

8. Proposal Bond: A certified check, cashier's check, or bank officer's check, or Proposal bond for the sum of Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into an Agreement for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Agreement and furnish good and sufficient bonds. As soon as a satisfactory Agreement has been executed and the bond furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to him. The certified or other check or Proposal bond of the unsuccessful Proposers will be returned to them upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Agreement and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or Proposal bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

9. Filling in Proposals: All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other

person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

10. Proposals Firm for Acceptance: Proposer warrants, by virtue of responding to the RFP, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.

11. Modification and Withdrawal of Proposals

11.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer, authorized agent or other employee of Proposer with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the City Clerk's Office at any time prior to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time.

11.2 If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed, written notice with the City Clerk, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Proposer may withdraw its Proposal and any Proposal security will be returned. Thereafter, the Proposer will be disqualified from further responding to the subject RFP. Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal or by a person who is authorized in writing by Proposer to do so and existence of that authority is provided to the City. After expiration of the period for receiving proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving proposals, the City shall return its Proposal bond.

12. Causes for Rejection: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal. A Proposer may be rejected if the company or entity has previously refused to work for a negotiated price or tried to renegotiate a contracted price for debris removal services following a storm event.

13. Rejection of Proposals: The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or

unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as deemed to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

14. Award of Proposal: The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that has at least five (5) years of experience in storm debris collection and disposal. The City Commission will select one (1) primary contractor and may select up to two (2) additional qualified companies/firms. The Contractor(s) awarded the Services must provide satisfactory references to the City.

15. Agreement: The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work as specified in this RFP. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms of this RFP by the deadline for submitting requests for interpretations in paragraph 4 above.

16. Payment: Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, costs and compensation shall be fixed and firm for a period of ninety (90) calendar days. Payment will be made only after receipt and acceptance of services. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of this solicitation. The City will not pay or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. The price proposal shall be inclusive of all such expenses.

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

17. Audit of Contractor's Records: Upon execution of the Agreement, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years or the period of time in which federal or state agencies may review or audit the City for reimbursements received by the City for debris collection and removal, and monitoring services, whichever is longer. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractors, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Agreement provisions.

Failure of the Contractor or a subcontractor to comply with these requirements may result in disqualification or suspension from bidding or responding to City solicitations for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that each subcontractor will provide access to its records pertaining to the project upon request by the City.

18. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Contractors who or which apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

19. Questions about the RFP: Questions regarding the project or the Proposal process shall be directed in writing to the City Procurement Division at procurement@daniabeachfl.gov no later than 5:00 p.m. EST on August 28, 2020. Contact with personnel of the City of Dania Beach other than the City Clerk, the Procurement Division or the designated City representative regarding the Proposal may be grounds for elimination from the selection process.

20. City: Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

21. Non-Collusion Affidavit: Each Proposer shall complete the Non-Collusion Affidavit form and shall submit the form with its Proposal. The failure of the Proposer to submit this document may be cause for rejection of the Proposal.

22. Public Entity Crimes

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who or which has been placed on the convicted Contractor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted Contractor list.

23. Conflict of Interest

The award of any Agreement pursuant to this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

Proposer Proposal Requirement

Qualification Package

The Proposer's Qualification Package is provided to give the Storm Debris Removal Committee information that will better enable the Committee Members to determine each Proposer's qualifications and to rank the Proposers in order. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. Proposers must provide the following information in the separate Qualification Package:

1. Executive Summary: The Executive Summary is to be signed by an officer of the company authorized to bind the Proposer to its provisions. The Executive Summary briefly describes the commitment to perform the work, local experience, financial strength, and company history. The Executive Summary should provide a one page "snapshot" of the company.

2. Organization and Management: Proposers must demonstrate significant staff expertise in effectively managing storm debris collection and disposal. The Proposer must provide the name and qualifications of the individual who will manage the project. The Proposer must provide an organizational chart of the company. The Proposer shall indicate whether it intends to use subcontractors to provide any of the services pursuant to the Agreement. In the event subcontractors will be used, FEMA requires the parties to agree on a Subcontract Plan that includes a clear description of the percentage of work the Contractor may subcontract out and a list of the subcontractors the contractor intends to use. The Proposer must provide a safe working environment. Each principal of the firm and any other "key personnel" are to be identified, such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities.

3. Experience and References: Proposer must identify successful experience in storm debris collection and disposal, including experience in emergency push activities immediately after a storm event, and containing sufficient information to demonstrate that the Proposer is familiar with FEMA debris removal regulations and reimbursement eligibility requirements. A summary list showing at least three (3) and not more than five (5) of the most recently awarded and serviced comparable jobs, going back no more than seven (7) years must be provided. This summary list must identify the name of the project owner (employer), address, description of project, dates of service, cost of work in dollars, and a contact/reference person with telephone number. The Proposal should identify any appeals involving reimbursements by their clients relating to services rendered by the Proposer within the past seven (7) years and the results of such appeals. Situations must be described where the company has worked in conjunction with regulatory agencies such as FEMA, FHWA, NRCS and State of Florida agencies as it relates to governing Disaster Debris Management and reimbursement processes/procedures. The City may contact references.

Each Proposer shall complete the Proposer's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the

documents required under it may constitute grounds for rejection of the Proposal. As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications. No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of the determination. City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract. Employees of the Proposer shall at all times be under its sole direction and not employees or agents of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. Available Resources: Proposers shall provide a list of tools, equipment, vehicles, and personnel available to do the work. Contractors are required to use mechanical equipment to load and reasonably compact debris into trucks and trailers. In addition, Proposers shall provide an explanation on how resources will be used in the City. Also, Proposers must identify how resources will be sufficient to handle the Proposer's total workload. Proposer shall provide the following:

- Provide a list of owned vehicles and equipment.
- Summarize the company's Information Technology (IT) resources and networking capabilities.
- Summarize the company's telephone/radio communications resources
- State the contingencies in place to allow the company to continue its operations in case of unforeseen conditions.
- List any additional office locations.

5. Financial Stability: Proposers must include a copy of their latest audited financial statements. If the Proposer is a corporation, it must submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years. Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. If a subcontractor or joint venture arrangement is being proposed, similar information must be provided for those participants in the Proposal. Clear and sufficient information must be submitted that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor. This section shall also include a letter from the Contractor's surety company providing proof of bonding capability large enough to handle the potential debris management operations up to \$1,000,000 or 100% of the Agreement value, whichever is greater, annually. This letter shall be valid for one year from the anniversary date of the start of the Agreement, and shall be resubmitted for validity to the

City every year thereafter throughout the initial Agreement term, and for each year of any subsequent Agreement renewal option.

6. Contract(s) of similar scope currently in effect within the State of Florida are to be listed. The contract list should include: the name of the municipality/county, date the contract was initially executed, contact persons, date of subsequent renewal(s) and expiration date.

7. **Debris Management Plan:** Contractor shall provide a moderately detailed Debris Management Plan. At a minimum, the plan will include scope of services, means and methods for collection, the proposed identification of adequate temporary debris sites and available work forces and equipment.

The dedicated equipment to be used to manage debris is to be listed for the following (make a distinction between company-owned and subcontracted equipment) – (also attach a full equipment list with rates):

- Emergency Push
- Debris Collection
- Debris Processing
- Debris Hauling
- Debris Disposal
- Specialty Equipment

All current obligations as it relates to debris management services are to be listed for the following:

- Current debris management obligations within Broward County
- Current debris management obligations in other Florida counties or municipalities
- Current debris management obligations outside of Florida
- How will company service the City in the event of a regional or statewide emergency

Describe the Proposer's management approach to subcontractors and the role of subcontractors in the debris management process for the following:

- Emergency Push
- Debris Collection
- Debris Processing
- Debris Hauling
- Debris Disposal
- Other

8. **Litigation History:** Proposers must provide a summary of any litigation or arbitration that the Proposer, its parent company, or its subsidiaries have been engaged in during the past three (3) years against or involving any public entity for any amount. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer it determines to be excessively litigious.

9. Criminal Convictions: Proposers must provide a summary of any criminal convictions of the company, owners, and officers related to the services being proposed. The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition or otherwise.

10. Proposer's Non-Collusion Certification: Any Proposer submitting a Proposal in response to this RFP must complete and execute the Non-Collusion Affidavit of Proposer. Proposers shall list and describe their relationships with the City or any of its employees.

11. Drug-Free Workplace: Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed Drug-Free Certification of Compliance form must be included in the Proposal Package.

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24. **Completed Certified Resolution.** If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of an out-of-state corporation, it must present evidence of authority to do business in the State of Florida. Proof of either shall be attached to the Proposer's Qualification Statement.

25. Attach copies of any licenses, certifications, or permits held by the Proposer that may be applicable to the services requested; these are to be submitted with the Proposal.

26. Submission of Proposals

26.1 All corrections to prices made by the Proposer should be initialed.

26.2 Only electronic proposals shall be accepted.

26.3 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

26.4 Proposals must contain a manual signature of a corporate or entity officer or designee with the proven authority to bind the Proposer to the RFP Proposal. The address and telephone number for any communications regarding the Proposal must be included.

26.5 Proposals shall contain an acknowledgment of receipt of all addenda.

26.6 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

26.7 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

26.8 Proposals shall be submitted to the City Clerk's Office pursuant to the instructions in this RFP, on or before the time indicated in the Request for Proposals. The City Clerk's staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.

26.9 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses related to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential or proprietary which may be considered exempt under Florida Statute §119.07(t).

26.10 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of an Agreement award, all documentation produced as part of the Agreement shall become the exclusive property of City.

26.11 The Proposer preparing a submittal in response to this RFP shall bear all expenses

associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

27. RFP Protest Procedure

27.1 RFP Protest Procedure: After a Notice of Intent to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond are both timely received by the City Manager's Office. No RFP Protest shall be accepted unless it complies with the requirements of this Section.

27.2 An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars (\$5,000.00), whichever is less.

27.3 Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the Proposer to the Proposal in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

27.4 Protest Committee: The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

27.5 The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.

27.6 In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

27.7 The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

28. Cone of Silence

Definitions: "Cone of Silence," as used in this RFP means a prohibition on any communication between:

a potential vendor, service provider, proposer, lobbyist, or consultant, and:

a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this RFP upon the advertisement of the RFP. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City

Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- Communication with the City RFP representative;
- Oral communications at pre-proposal conferences;
- Oral presentations before the Evaluation Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the RFP between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the RFP during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting.

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a Proposer shall render any RFP award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this RFP, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

II. SPECIFICATIONS

1. Overview

When a disaster event occurs that produces large amounts of debris, effective coordination is required between the Public Assistance applicant, State of Florida , and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. Failure to do so properly may jeopardize this funding. Costs associated with attending meetings with FEMA, the Grantee or both and compiling documentation for the production of project worksheets cannot be a direct charge to a Public Assistance grant.

The City is soliciting proposals on behalf of the Public Services Department to obtain the services of a qualified firm(s) to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of Dania Beach, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. It is the intent of the City to award contracts to a Primary and a Secondary Contractor for these services in order to insure adequate resources at the time of an event.

The scope of this solicitation is to hire contractors to provide pre-event and post-event services which may include but are not limited to:

- Pre-positioning of equipment and personnel in close proximity to City prior to the storm or event for immediate use after the storm or event.
- Begin immediate emergency push of vegetative and construction and demolition debris from City streets
- Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- Vegetative and construction and demolition debris collection and disposal
- Follow FEMA policies for vehicle and equipment certification as well as collection and disposal procedures.
- Maintain documentation necessary for verification of services rendered as necessary for FEMA reimbursements to City.

The Contractor shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the work. Contractor represents to City, with full knowledge that City is relying upon these representations when submitting a Proposal, that Contractor has the professional expertise, equipment, experience and work forces to perform the services requested. Selected Proposer(s) shall perform these services and provide all required reports in accordance with established federal and state guidelines to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit proposals. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Please follow link to the FEMA Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>**

The Contractor must handle debris management activities in the City of Dania Beach, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA and other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA and other federal agencies, and other state relief programs regulations regarding eligibility. The Contractor will work with and cooperate with the requests of the City's independent contractor which will be providing "Disaster Debris Monitoring Services, and FEMA Public Assistance Grant Administration and Consulting."

This Proposal is being solicited in accordance with the procurement requirements for federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is NOT a request for Emergency Debris Monitoring Services. The City maintains or will enter into an agreement with a Contractor to provide that service and will review those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not include proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of the scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency by the City. There is no guarantee any Agreement resulting from the RFP will be activated or any work will be performed.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

The Contractor is responsible for performing on-site inspections to determine conditions and work requirements. The successful Proposer will be required to assist the City to rapidly recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris collection and disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. Initially, downed trees are chain sawed and all debris is cleared from the asphalt and pushed to the adjacent swale areas without any blocking of access for driveways, alleys and parking areas. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on the storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to a storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after a storm. Contractor represents to City with full knowledge that City is relying upon these representations when submitting a Proposal, that Contractor has the professional expertise, experience, equipment and work forces to perform the services requested.

The selected Contractor(s) shall not be affiliated with or employed by the Storm Debris Collection Monitoring Contractor to be selected by the City.

2. Agreement Term

The successful Contractor shall be awarded an Agreement for three (3) years with the option to renew the Agreement for three (3) additional one (1) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

3. Scope of Work

The City desires to retain at least one (1) primary and possibly up to two (2) additional qualified companies/firms to provide pre-event and post-event services. A primary contractor would guarantee that the City has a dedicated resource for immediate mobilization as well as enabling staff to work closely with the City on pre-event planning, assessment of temporary debris management sites, and training. One contractor may be sufficient for debris management services for most storm events. However, depending on the intensity of the storm, the amount and types of debris generated, the areas in the City where the debris is generated, and the performance of the primary contractor, the City intends to have the ability to utilize one or more of the other contractors. City Administration could utilize these contractors on an as-needed basis. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of storm events. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Please follow link to the FEMA Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-art200/content-detail.html>**

Services are to include:

Pre-event

- Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- Visit the City-designated temporary debris management sites or current emergency site to assess suitability.
- Provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- Pre-positioning of equipment and personnel in close proximity to City prior to a storm for immediate use after the storm.

Post Event

- Provide technical advice to the City and support Debris Management operations located at the Public Services Department.
- Emergency push/road clearance in coordination with debris monitoring firm(s).
- Debris collection and hauling to City-designated locations.
- Provide other as-requested field services.
- Provide data and reports in an electronic format compatible to the debris monitoring firm(s) and City systems.
- Begin immediate emergency push of vegetative and construction and demolition debris from City streets.
- Objective is to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.
- Provide for vegetative and construction and demolition debris collection and disposal.
- Follow FEMA policies for vehicle and equipment certification and collection and

disposal procedures.

- Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by an approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City reserves the right to assign work to various contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor for cause, upon request.

- a. Emergency Push/Road Clearance:
Contractor shall accomplish the cutting, tossing and pushing of debris hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City or as specified by FEMA for a particular storm event. The emergency push will normally be completed within the first seventy (70) hours of work following the activation of an Agreement, unless notified otherwise by the City. Normally, time and material rate shall be applicable, however, the payment to Contractor will be accordance with reimbursement rules established by FEMA.
- b. Debris Removal from Public Rights-of-Way (ROW):
As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris. Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements. Contractor shall invoice City for debris handling.
- c. Debris Clearance/Removal from Public Property:
As directed by the City, Contractor shall clear eligible debris from public property and load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed. It is understood that the City's intent is to have the work performed and paid for in a manner fully consistent with FEMA reimbursement regulations. All Work shall be scheduled through the City Public Works Director or designee. Contractor will begin the emergency push immediately after the storm. Contractor shall provide a safe and clean working environment for performing the services pursuant to the Agreement. Contractor means and method of debris collection will be performed

in a manner that does not produce the leaving of debris and materials on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave debris and materials in the rights of way.

- d. **Designation and Management of Staging Areas:**
Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide necessary care and well-being of all Contractor and subcontractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, to insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods. The Contractor will return staging areas to their previous condition at Contractor's expense.
- e. **Management of Tree Debris:**
Tree debris is defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. Contractor is responsible for performing the work in a manner consistent with FEMA reimbursement regulations. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.
- f. **Disaster Recovery Technical Assistance:**
Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, and training, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for emergency events as requested by the City Manager, and continuing assistance throughout and subsequent to the work on the City's FEMA reimbursement requests.

4. Performance of Services

- a. **Description of Service:**
Contractor agrees to perform contracted services in a professional, competent and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be

acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected. Replacements, rework or both as required, will be accomplished on a timely basis at no additional cost to the City.

b. Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish the contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

5. Contractor Representative and General Operations Plan

Contractor shall have a knowledgeable and responsible representative report to the City Manager or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of the Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in the Agreement and Contractor's General Operations Plan.

Mobilization:

When a Notice to Proceed is given to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour winds) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours after a storm and 100% of the required resources within eight (8) hours after a storm for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal.

6. Operations

All Work shall be in accordance with the FEMA guidelines, state statutes and the City's Code of Ordinances except where stated otherwise in this RFP. The City Manager and Public Services Director shall designate a City Debris Manager, responsible for oversight and direction of all Work as defined by the RFP and agreement. Equipment setup shall be performed in a manner that is approved by the City Debris Manager. Selected Proposer(s) shall perform these services and provide all required reports in accordance with established federal and state guidelines to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs.

7. Work Scheduling

All Work shall be scheduled through the Public Services Director or designee. Contractor will begin the emergency push immediately after the storm.

8. Preservation of Property/Damage to Property

8.1 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public.

8.2 All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor, at its expense, in a manner prescribed by and at the sole satisfaction of the City Debris Manager. Any invoices submitted to the City such as but not limited to those submitted to utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs or evidence of completion of repairs shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s) or deduct the cost from services owed to Contractor.

8.3 The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair and restore the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

8.4 Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct each complaint. The Contractor shall notify the City immediately in writing of any complaints given directly to the Contractor.

8.5 Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for such inspections and the fee will be deducted from the final invoice for that release order.

8.6 No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor(s) may petition the City in writing for a partial retainage release.

III. INSURANCE REQUIREMENTS

Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000.00 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1) Premises and Operations;
- 2) Independent Contractors;
- 3) Product and Completed Operations Liability;
- 4) Broad Form Property Damage;
- 5) Broad Form Contractual Coverage applicable to Agreement;
- 6) Personal Injury Coverage;
- 7) Explosion, collapse, underground coverage (XC-U)

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

4. Certificates of Insurance

Before commencing performance of Agreement services, the Contractor shall furnish the City of Dania Beach a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- Name of insurance carrier(s)
- Effective and expiration dates of policies
- Thirty (30) days' written notice by carrier of any cancellation or material change in any policy
- Duplicate Policy or Certificates of Insurance stating that the interests of the City of Dania Beach, Florida, are included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the City of Dania Beach may carry in its own name.

5. Subcontractor Insurance

Contractor is advised to require all of its subcontractors to provide the aforementioned coverages as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

6. Performance and Payment Bond

Contractor agrees that upon the issuance of a Notice to Proceed to perform services under this Agreement, it will obtain a Performance and Payment Bond in an amount deemed adequate by the City based upon the expected scope of work. The costs of such bonds shall be included in the Unit Prices set forth in Exhibit "A". This RFP pertains to a Standby/Pre-Event Agreement. Upon activation of the Agreement by the City, the Contractor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000.00 or one hundred twenty five percent (125%) of the Agreement value, whichever is greater, within three (3) calendar days of a written 'Notice to Proceed' by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Proposers must include with their proposal response, a letter from their bonding company / surety that guarantees that the proposing firm will be able to provide Performance and Payment Bonds, at the time of an event. Proposers shall factor the annual cost of a Performance and Payment Bond into their administrative costs when responding to this proposal. The City will not accept a direct pass-through item for bonding.

IV. INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed under this RFP, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, and the like as stated above, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related to them, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Contractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under the Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as set forth above. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor

and that Section 725.06, Florida Statutes, if applicable requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars (\$10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

V. DISBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV, 6.d and Appendix C, 2. An Agreement award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the federal General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless accepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the nonprocurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

VI. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible **The Contractor, if subcontracts are to be let, is to take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VII. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation 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 the Agreement and not the City's employee for any 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 Florida Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP, provided further, that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, state, or United States policies, rules or regulations relating to the use of Contractor's funds. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential 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, overtime premiums or both.

VIII. PROPOSAL EVALUATION

The Proposal shall be awarded by the City utilizing a ranking and weighting process in four (4) categories defined in the table and paragraphs below.

Criteria	Weight
Compliance with Request for Proposal (Mandatory)	N/A
Table 1 – Debris clearance time and material	10 %
Table 2 – Debris removal by cubic yard	40 %
Table 3 – Unit price hazardous trees, limbs, and stumps	10 %
Qualification Package	20%
Ability/Technical Evaluation	20%
Total	100 %

Table 1 – Debris Clearance Normally First 70 Hours of Work Time and Material (10%): Reflects the proposed Proposal price for Work at an hourly rate generally in the seventy (70) hours of work category, which FEMA may change from time to time, after a storm during the emergency push. Proposer with the lowest overall price will be ranked first, the second lowest priced Proposer ranked second, and so on until all Proposers are ranked. Each Proposer's ranking in this category will be multiplied by a factor of .10 in order to arrive at a weighted score for this criterion.

Table 2 – Debris Removal by Cubic Yard (40%): Reflects the proposed Proposal price for storm debris collection and removal by cubic yard. The Proposer with the lowest cubic yard price will be ranked first, the second lowest priced Proposer ranked second, and so on until all Proposers are ranked. Each Proposer's ranking in this category will be multiplied by a factor of .60 in order to arrive at a weighted score for this criterion.

Table 3 – Unit Price for Hazardous Trees, Limbs, and Stumps (10%): Reflects the proposed Proposal price for removal and disposal of hazardous trees, limbs, and stumps. The Proposer with the lowest unit price will be ranked first, the second lowest priced Proposer ranked second, and so on until all Proposers are ranked. Each Proposer's ranking in this category will be multiplied by a factor of .10 in order to arrive at a weighted score for this criterion.

Qualification Package (20%): Reflects the ability of the Proposer to perform the Work in accordance with FEMA standards and identifies means and methods of performing the work. See Proposers Qualification Package, page 1, below. The Proposer with the lowest unit price will be ranked first, the second lowest priced Proposer ranked second, and so on until all Proposers are ranked. Each Proposer's ranking in this category will be multiplied by a factor of .20 in order to arrive at their weighted score for this criterion.

Ability/Technical Evaluation (20%) The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed. This reflects the character, integrity, reputation, judgment and experience of Proposer as well as the schedule and availability of the Proposer, to include response time, financial stability, and the current and the projected workloads of the Proposer are to be identified to include current contracts with other government entities and others and the listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Proposer is to explain its approach to mobilization, operational plans, work procedures, and its processing system to support the needs and objectives of the City. The City is to evaluate the Proposer's existing Maintenance, Repair, Parts and Resource Programs, including availability of personnel, which would enable and ensure remedial work as may be required under the guarantee provided.

The allocation of weighted scores for each item other than Storm Debris Removal Committee ("SDRC") factor shall be made exclusively from the information provided in the Proposals submitted by the Proposers. The score shall be determined by the SDRC at an SDRC meeting, which pursuant to Florida law is exempt from public meeting requirements. Proposers will not be permitted to remain in the meeting while other Proposers are presenting to the SDRC. Upon reconciliation of the weighted scores defined above, the Proposer with the lowest average ranking score will be ranked first, the Proposer with the second lowest average ranking score will be ranked second, until the top three responsive and responsible Proposers are scored and ranked.

Award of the Agreement shall be made to the Proposer(s) who or which, in the sole discretion and determination of the City Commission, would best satisfy the City's needs.

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who or which represents the best value, and to accept or reject any Proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Proposer Proposal Requirement

To the City Commission of the City of Dania Beach, Florida

The undersigned Proposer proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Dania Beach, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract Documents on file in the Office of the City Clerk of Dania Beach, which are referred to below and made part of this document, at the following unit prices. The amount of hours and cubic yards in the tables below are used for the response purposes only.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP NO. 20-004

TABLE 1

Proposal price by hour includes equipment and operator for reimbursement by FEMA for the first seventy (70) work hours, or as determined by FEMA, after the storm or as directed by FEMA. Payments based upon time and material costs are limited by FEMA, of actual work following a disaster event.

Resource	Hourly Rate		Eight Hours		Overtime Hourly Rate		Four Hours		Factor		Twelve Hour Workday
Superintendent w/pickup truck	\$75.00	X	8	+	\$75.00	X	4	X	1	=	\$900.00
Supervisor w/pickup truck	\$55.00	X	8	+	\$55.00	X	4	X	1	=	\$660.00
Wheeled dozer w/ operator	\$140.00	X	8	+	\$140.00	X	4	X	1	=	\$1,680.00
Clam truck w/operator	\$195.00	X	8	+	\$195.00	X	4	X	1	=	\$2,340.00
Dump truck w/operator	\$100.00	X	8	+	\$100.00	X	4	X	1	=	\$1,200.00
Bobcat w/operator	\$90.00	X	8	+	\$90.00	X	4	X	1	=	\$1,080.00
Chainsaw w/operator	\$45.00	X	8	+	\$45.00	X	4	X	4	=	\$2,160.00
Laborer	\$40.00	X	8	+	\$40.00	X	4	X	4	=	\$1,920.00
Traffic Control	\$40.00	X	8	+	\$40.00	X	4	X	2	=	\$960.00
Sweeping Curb and Gutter	\$95.00	X	8	+	\$95.00	X	4	X	4	=	\$4,560.00
Total										=	\$17,460.00

Table 2

Proposal price by cubic yard (CY) includes equipment and labor to collect, haul out, and delivery of storm debris at a site designated by the City after the storm in accordance with FEMA guidelines. Price includes cleanup but does not include final disposal costs.

Cost to Collect and Transport Debris to Temporary Debris Management Site (travel distance to site $0 \leq 20$ miles)	Unit	Cost per unit	X	Debris Amount/unit	Total
vegetative (cubic yards per FEMA guidelines)	CY	\$7.00	X	20,000	\$140,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	CY	\$7.20	X	10,000	\$72,000.00
White Goods and Hazardous Household Waste Disposal (each per FEMA guidelines)	EA	\$35.00	X	35	\$1,225.00
Total					\$213,225.00

Table 3

Cost to Transport Debris to Temporary Debris Management Site (travel distance to site $> 20 \leq 50$ miles)	Unit	Cost per unit	X	Debris Amount/unit	Total
vegetative (cubic yards per FEMA guidelines)	CY	\$7.75	X	20,000	\$155,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	CY	\$7.95	X	10,000	\$79,500.00
White Goods and Hazardous Household Waste Disposal (each per FEMA guidelines)	EA	\$50.00	X	35	\$1,750.00
Total					\$236,250.00

Table 4

Proposal price per tree and stump removal includes equipment and labor to cut, collect, haul out, and disposal of hazardous trees, tree limbs, and stumps in accordance with FEMA guidelines and includes final disposal costs.

Hazardous Tree/Limb/Stump Removal (Measured in accordance with current FEMA standards)	Unit Prices
Hazardous Limbs $\geq 2" \leq 12"$	\$110.00
Hazardous Limbs $>12" \leq 24"$	\$110.00
Hazardous Limbs $> 24"$	\$110.00
Hazardous Trees	

≥ 12" ≤ 24" Trunk Diameter	\$295.00
>24" ≤ 48" Trunk Diameter	\$995.00
>48" ≤ 72" Trunk Diameter	\$1,995.00
>72" Trunk Diameter	\$3,195.00
Hazardous Stumps	
≥ 12" ≤ 24" Stump Diameter	\$195.00
>24" ≤ 36" Stump Diameter	\$295.00
>36" ≤ 48" Stump Diameter	\$395.00
>48" ≤ 72" Stump Diameter	\$495.00
>72" Stump Diameter	\$595.00

The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as it deems to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise. Tables 1, 2, 3, and 4 must be completed and submitted to the City. The successful Proposer will be required to enter into an Agreement with the City. The Agreement is not exclusive and is not a guarantee of work, as the City has the right to have other Contractors performing the same work. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which Proposer does business, and the address of the place of business (Post Office Box is inappropriate). If a Corporation, state the name of the President, Secretary, and Resident Agent. If a Partnership, state the names of all partners. If A Trade Name, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized (registered) to do business in the State of Florida by the Florida Secretary of State.

(Please print or type)

Firm Name: **CUSTOM TREE CARE, INC.**

Address: 6021 SW 29th St. PMB#130
Topeka, KS 66614

Telephone: 785-478-9805

Fax: 785-478-4195

Greg Gathers
(Name)

President
(Title)

Maura Gathers
(Name)

Secretary
(Title)

Corporation Services Company
(Name)

Resident Agent
(Title)

(Attach additional sheets, if necessary.)

The undersigned Proposer acknowledges that it may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update its records should it

be awarded the Work described below. The undersigned Proposer affirms that it has or will obtain all equipment necessary to complete the Work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that the firm is authorized to do business in the State of Florida.

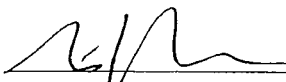
The undersigned Proposer has not divulged to, discussed, or compared this Proposal with other Proposers, and has not colluded with any other Proposer or parties to a Proposal whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal. The undersigned Proposer acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Proposal.

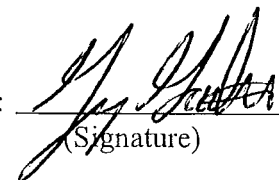
<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>9/1/2020</u>	<u> </u>	<u> </u>
<u>2</u>	<u>9/2/2020</u>	<u> </u>	<u> </u>

- A. Provide a concise description of the approach and process the Contractor will employ to successfully complete the work to be performed to include mobilization, operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the Contractor to support the needs and objective of the City.
- B. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Contractor will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
1. Ability to manage activation of multiple contracts
 2. Methods for mobilization/demobilization
 3. Operational plans and work procedures
 4. Documenting and resolving damages
 5. Invoicing and data management

DATE: 8/21/2020

FOR: **CUSTOM TREE CARE, INC.**


(Witness - Print or Type Name)

BY: 
(Signature) (Seal)

Lisa Johnson
(Witness - Print or Type Name)

TITLE: President (X) Vice-President ()
Other:
Identify Title

Proposer Proposal Requirement

Questionnaire

Please print or type

Firm Name: **CUSTOM TREE CARE, INC.**

President or Other Principal of Proposer: Greg Gathers

Business Address: 6021 SW 29th St. PMB #130 Topeka, KS 66604

Telephone: 785-478-9805 Fax: 785-478-4195

Email: ggathers@customtreecare.com

1. How many years has your organization been in business?

21

2. Have you ever failed to complete work awarded to you; if so, where and why?

NO

3. Have you personally reviewed the proposed work and do you have a complete plan for its performance?

yes

4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you propose to subcontract.

a) AAA General Contractors - Debris Removal TBD

b) Conrad Tree Service - Ocala, FL Debris Removal

c) Kansas City Tree Care - Kansas City, KS - Debris Removal / Tree Trimming

d) Beeghly Tree Service, Somers, Pennsylvania - Debris Removal

Licensed in: _____
(County/State)

5. Has your company or entity ever refused or declined to perform work at the price for it was initially contracted for before, during or following a hurricane event?

Yes _____ No X

6. Include a subcontracting plan that identifies items such as a description of percentage of work to be subcontracted.

Contractor's License # N/A Expiration Date: _____

Contractor must have proper licensing prior to submitting Proposal and must submit evidence of same.

Remainder of this page intentionally left blank

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

		Check One
Submitted By:	CUSTOM TREE CARE, INC.	☒ Corporation
Name:	<u>Greg Gathers</u>	☐ Partnership
Address:	<u>6021 SW 29th St. PMB #130</u>	☐ Individual
City, State, Zip	<u>Topeka, KS 66614</u>	☐ Other (describe)
Telephone No.	<u>785-478-9805</u>	
Fax No.	<u>785-478-4195</u>	
Email	<u>ggathers@customtreecare.com</u>	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

CUSTOM TREE CARE, INC.

The address of the principal place of business is:

CUSTOM TREE CARE, INC.
6021 SW 29th St. PMB #130
Topeka, KS 66614

1. If Proposer is a corporation, answer the following:

Date of Incorporation: 5/21/2001

State of Incorporation: Kansas

President's name: Greg Gathers

Vice President's name: Jeremy Britton

Secretary's name: Maura Gathers

Treasurer's name: Greg Gathers

Name and address of Resident Agent: Corporation Services Company

1201 Hays St. Tallahassee, FL 32301

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

19

- a) Under what other former names has your organization operated?

Custom Tree Lawn

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

see attached

7. Have you personally reviewed the requirements for the proposed work?

☒ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☒ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☒ YES ☐ NO

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

NO

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
See attached		

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

see attached

13. State the name and title of the individual who will have responsibility of the work:

GREG GATHERS, PRESIDENT

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

Garrett E. Miller 2700 Marquis One Tower
245 Peachtree Center Ave. NE
Atlanta, GA 30303

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

Greg Gathers - 100%

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

Financial Surety Underwriters, LLC Mike Gardner
4956 Sugar Pike Rd.
Canton, GA 30115

18. Bank References:

Bank	Address	Telephone
Alliance Bank	3001 SW Waramaker Rd. Topeka, KS 66614	785-271-1800

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

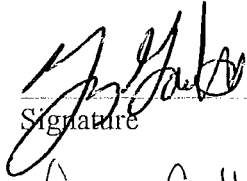
Bean Consulting LLC

21 Is this financial statement for the identical organization named on page one?

☒ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.



Signature

Greg Gothers

PRINT Name

President

Title

9/1/20

Date

ACKNOWLEDGEMENT

PROPOSER'S QUALIFICATION STATEMENT

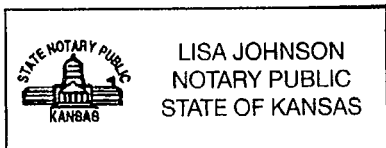
STATE OF Kansas)

COUNTY OF Shawnee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Greg Gathers as President, of Custom Tree Care, Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Custom Tree Care, Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. 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 21 day of August, 2020.

Notary Seal



[Signature]
Signature of Notary Public

Lisa Johnson
Printed Name of Notary Public

REFERENCES

Please list government agencies, private firms or both with which you have done business during the last five years:

Your Company Name

Address

City State Zip

Telephone/Fax

E-mail

Custom Tree Care, Inc.
6021 SW 29th St. PMB#130
Topeka, KS 66614
785-478-9805 / 785-478-4195
ggathers@customtreecare.com

Agency/Firm Name:

Address

City State Zip

Telephone/Fax

Contact Name

See Attached

Agency/Firm Name:

Address

City State Zip

Telephone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Telephone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Telephone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Telephone/Fax

Contact Name

CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, agree to furnish the item(s)/service(s) described in the RFP. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We (I) agree to comply with all of the requirements of the entire Request for Proposals.

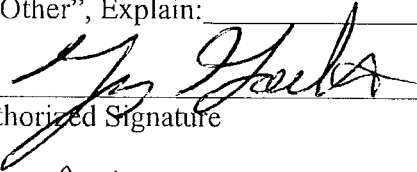
Indicate which type of organization below:

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION ☒ OTHER ☐

If "Other", Explain:


Authorized Signature

Greg Gathers
Typed/Printed Name

785-478-9805
Telephone

785-478-4195
Fax

ggathers@customtreecare.com
Email address for above person (if any)

CUSTOM TREE CARE, INC.
Company Name 8024 SW 29th St. PMB #130
Topeka, KS 66614

Address

City, State, ZIP

48-1245968
Federal Tax ID Number

Proposer Proposal Requirement

Non- Collusion Affidavit

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

1. He/She is President of Custom Tree Care, Inc., the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Dania Beach, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

President

Title

Greg Gathers

Print Name

8/21/2020

Date

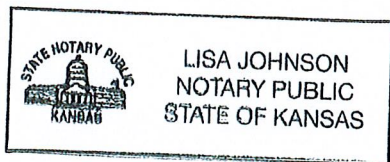
STATE OF Kansas)

COUNTY OF Shawnee) SS

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Greg Gathers as President, of Custom Tree Care, Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Custom Tree Care, Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. 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 21 day of August, 2020.

Notary Seal



Signature of Notary Public

Lisa Johnson

Printed Name of Notary Public

Proposer Proposal Requirement -

Drug-Free Workplace Certification of Compliance

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, certifies that CUSTOM TREE CARE, INC. does:
(Name of Company or Entity)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business 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.
3. Give each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under Proposal, the employee will 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

President

Title

Greg Gathers

Print Name

8/21/2020

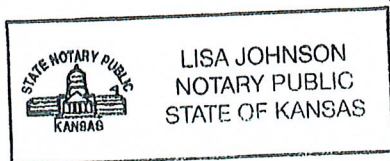
Date

STATE OF Kansas)
COUNTY OF Shawnee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Greg Gathers as President, of Custom Tree Care, Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Custom Tree Care, Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. 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 21 day of August, 2020.

Notary Seal



Signature of Notary Public

Lisa Johnson

Printed Name of Notary Public

**Sworn Statement Under Section §287.133(3)(a), Florida Statutes
on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to RFP No. 20-004.

2. This sworn statement is submitted by: **CUSTOM TREE CARE, INC.**

(name of entity submitting sworn statement)

its business address is:

6021 SW 29th St PMB #130

Topeka, KS 66614

Federal Identification Number
(FEIN) is:

48-1245968

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is:

Greg Gathers

(PRINT NAME of individual signing this document)

and my relationship to the entity is:

President

(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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.
5. I understand that "convicted" or "conviction" as defined in Section 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 (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) 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.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts 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.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

X The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

[Signature]
SIGNATURE (of person whose name
first appears above)

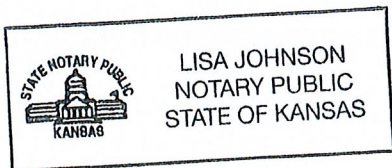
8/21/2020
Date

STATE OF Kansas)
COUNTY OF Shawnee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared X physical presence or ☐ online notarization, on Greg Gathers as President, of CustomTree Care, Inc. an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Custom Tree Care, Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. 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 21 day of August, 2020.

Notary Seal



[Signature]
Signature of Notary Public
Lisa Johnson
Printed Name of Notary Public

Proposer Federal Funding Disclosure Agreement

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

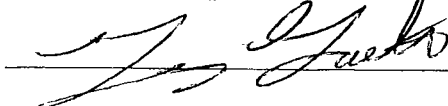
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

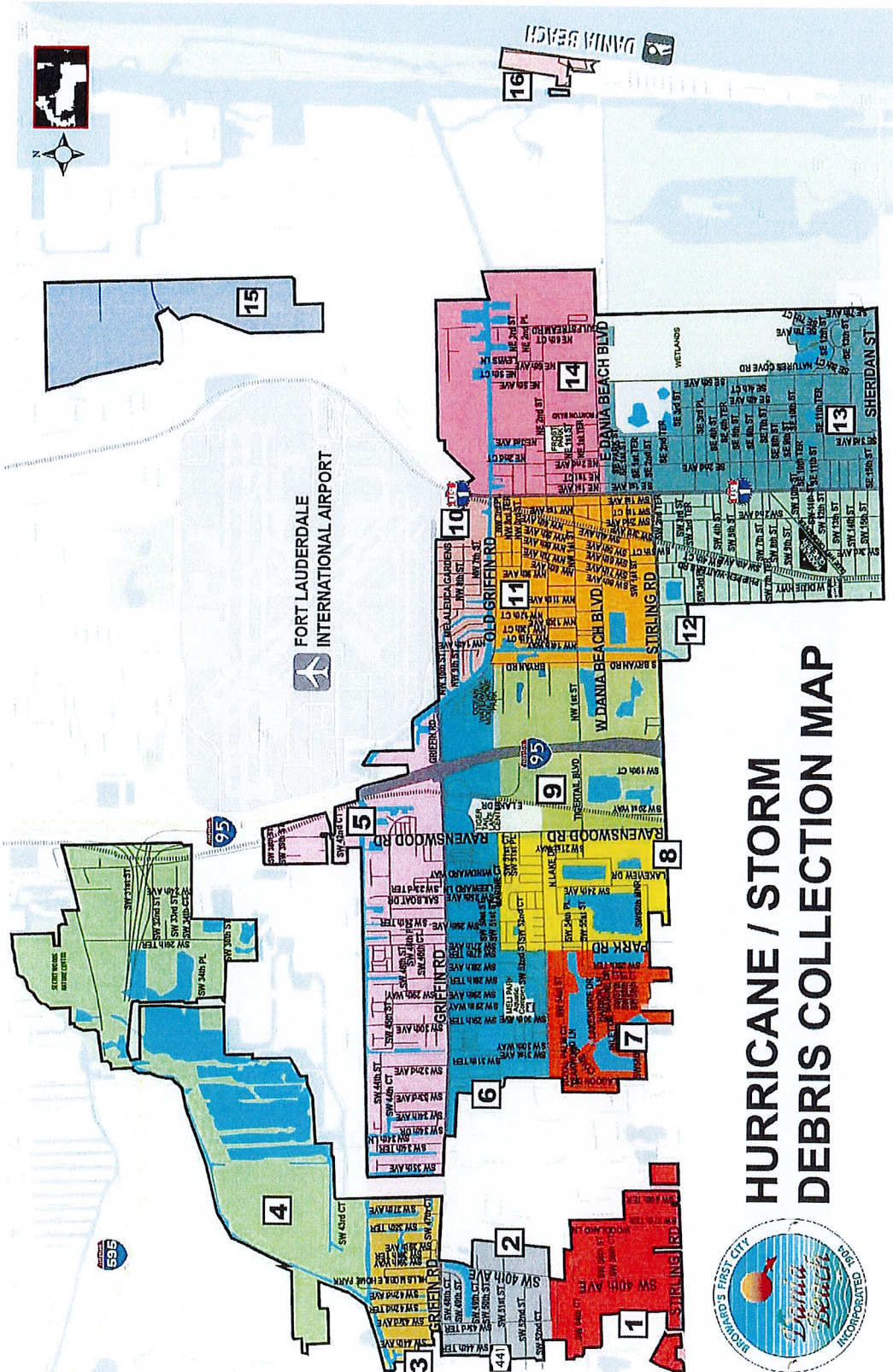
The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official:



Printed Name and Title of Proposer's Authorized Official

Greg Gathers, President



HURRICANE / STORM DEBRIS COLLECTION MAP





**DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES**

REQUEST FOR PROPOSALS ("RFP") NO. 20-004

ADDENDUM NO. 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

September 2, 2020

CITY OF DANIA BEACH, FLORIDA
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
Request for Proposal (“RFP”) No. 20-004
ADDENDUM NO. 2

ANSWERS TO QUESTIONS RECEIVED ARE BELOW

1. Please confirm that all Vegetative and C&D debris will be hauled to a DMS
YES
2. Please confirm that there will be no tipping fees or disposal fees and should be excluded from our proposed rates
YES, exclude them
3. Please confirm that Management of the DMS and Debris Reduction Operations are **NOT** included in the scope of work covered under this proposed contract?
NOT included, but will consider in discussion.
4. Scope of work mentions that the Contractor is to take precautions for HHW – Will the Contractor be responsible for collection of:
 - a. HHW
 - b. E-Waste
 - c. White Goods
 - d. Freon Removal
 - e. Dead Animal Carcass
 - f. Marine Debris Removal
 - g. Ditch, Drainage or canal debris removal
 - h. Vehicle and vessel removal
5. If the Contractor is responsible for any/all of the above, how will the Contractor be compensated for each debris stream? **See #6 below**
6. Will the City consider adding separate unit rate line items for each debris stream?
YES
7. Section 19#E found on page 34 as well as the pricing sheet table 2 states that the contractor is to include hauling of tree debris resulting from the leaner and hanger removals to the DMS as part of the tree and limb removal unit rate. This would require collection trucks to follow the tree removal crews and **ONLY** pick up debris from their work, thereby skipping existing piles of debris and leaving it on the street to be picked up by a separate collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up **ALL** debris rather than skipping

piles while only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to insure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

YES

8. Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes has a blank under number 1, but no question was asked.
 - a. What information is required in this section?

ATTACHMENT H SWORN STATEMENT UNDER SECTION §287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES NUMBER 1 STATES "THIS SWORN STATEMENT IS SUBMITTED WITH CITY RFP NO. 20-004." NO INFORMATION IS REQUIRED. THIS STATEMENT IS AN ACKNOWLEDGEMENT THAT THIS FORM MUST BE SUBMITTED WITH THIS BID.



**DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES**

REQUEST FOR PROPOSALS ("RFP") NO. 20-004

ADDENDUM NO. 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

September 1, 2020

**CITY OF DANIA BEACH, FLORIDA
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
Request for Proposal ("RFP") No. 20-004
ADDENDUM NO. 5**

THE VIRTUAL BID OPENING MEETING WILL TAKE PLACE ON TUESDAY, SEPTEMBER 8, 2020 AT 1:00PM LOCAL TIME. PLEASE REFER TO THE INFORMATION BELOW FOR THIS VIRTUAL MEETING.

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software:

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device.

Use this meeting link to join as an attendee: <https://meetings.ringcentral.com/j/1481677291>

To join by telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1(773)2319226 (US North)

+1(470)8692200 (US East)

+1(720)9027700 (US Central)

+1(469)4450100 (US South)

+1(623)4049000 (US West)

Meeting ID: 148 167 7291

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

ANSWERS TO QUESTIONS RECEIVED ARE BELOW

1. On page 34, Table 4 the City is asking for a price to cut, collect, haul, and dispose of hazardous trees, limbs, and stumps. Normally the requested prices are for cutting of the trees and limbs, placing them on the ROW and then they are picked up and processed under the debris hauling rates. If those two line items are to be priced as one, you will have to have specific haul trucks dedicated to the tree cutting crews that can't pick up other ROW debris. That will lead to a much higher cost per tree but also a much slower operation and the chance that debris will not be properly quantified due to co-mingling of debris piles.

Would the City consider making the line items for Hazardous Limb and Trees to be cut only and the resulting debris to be picked under the normal vegetative rate; and hazardous stumps to be hauled to the TDS?

YES

2. Please provide additional clarification on the statement on page 20 under "Cost of Services" that states: "The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement." Is the intent of this language for hourly equipment rates?

IT SHOULD BE FOR ANY RATES ASSOCIATED WITH FEMA REIMBURSEMENTS

3. Per the above question, what is the City's understanding and interpretation that in 44 CFR § 206.228 and in the Schedule of Equipment Rates on FEMA's website <https://www.fema.gov/assistance/public/schedule-equipment-rates> both state that the rates apply to "applicant-owned equipment" and not contractor-owned equipment?

WE INTERPRET IT AS FOR ANY EQUIPMENT USED IN THE OPERATIONS

4. Is the City aware that FEMA does not approve contractor rates; instead, they determine cost reasonableness per the Public Assistance Policy and Program Guide (PAPPG)?

YES

5. What was the last event that impacted the City, which required activation and performance by the City's disaster debris management contractor?

HURRICANE IRMA – 9/2017

6. How many cubic yards of debris was collected in during the City's last event?
PUBLIC SERVICES DOES NOT HAVE THESE RECORDS, BUT STAFF WHO WAS INVOLVED IN THE IRMA OPERATION ESTIMATES BETWEEN 15 THOUSAND AND 20 THOUSAND CUBIC YARDS

7. Which Contractor held the previous or holds the current contract for the services requested in this solicitation?

ROSTAN

8. Does the City currently have a disaster debris monitoring firm under contract, and if so, with which company(ies)?

ROSTAN

9. Does the City own any self-loading grapple trucks, and if so, how many?

Yes, 2.

10. How many miles of public roads are within the City?

97

11. Does the City have approved Temporary Debris Reduction Site (TDRS/DMS) within City boundaries?

NO

a. If so, how many?

12. Please provide the location(s) of approved TDRS/DMS that the City plans on utilizing?

TBD

13. Can leased equipment also be included in our list of equipment?

YES

14. Will this contract be used to perform services on any state roads within the City in place of the FDOT performing those services?

IF ROADS THAT ARE CRITICAL TO THE CITY'S MOBILITY DURING THE "FIRST PUSH" ARE NOT CLEARED BY THE STATE, THE CITY MAY CLEAR THEM.

AGREEMENT

COPY

Storm Debris Collection and Disposal

This is an Agreement ("Agreement") dated February 10, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Custom Tree Care, Inc., a foreign corporation authorized to conduct business in Florida ("Contractor"), with its principal mailing address of 6021 SW 29 Street, PMB #130, Topeka, Kansas 66614.

WHEREAS, the City deems it to be in the best interest of the residents and citizens to accept the proposal from Contractor as the primary Contractor to perform Disaster Debris Removal and Disposal Services, in the event of a storm; and

WHEREAS, City has determined that entering into this Agreement with Contractor for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, City and the Contractor have determined that it is in the best interests of the parties to enter into this Agreement for Storm Debris Collection and Disposal due to the potential of storms affecting the City and which will ultimately cause storm debris throughout the City that will require collection and disposal at approved disposal sites ("Project");

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1.0 Recitals. The foregoing "WHEREAS" clauses are true and correct and are ratified by the parties.

2.0 Definitions Wherever used in this Agreement or in the other RFP documents the following terms have the meanings indicated which are applicable to both the singular and plural:

2.1 City Representative - The City Manager, or designee, who shall have such duties and responsibilities as provided in this Agreement and by law. If the Manager shall cease to hold the position, it shall be the person so designated by the Mayor of the City.

2.2 Agreement - The written agreement between the City and Contractor covering the Work to be performed for the Project, including other Agreement and RFP Documents that are attached to the Agreement or made a part it.

2.3 Agreement Time - A time frame after a storm when the debris collection and removal should be reasonable to be performed and concluded.

2.4 Change Order - Work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount, completion date or both.

2.5 City - The City of Dania Beach, Florida and its assigns, with which Contractor has entered into the Agreement and for which the Work is to be provided.

2.6 Agreement Documents - The Agreement Documents, to be completed by the parties through this Agreement, include this Agreement, Notice to Proceed, Certificate(s) of Insurance, additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives issued on or after the effective date of the Agreement. Also included in entirety is RFP 20-004, and Contractor's Proposal and response to the RFP except as may be inconsistent with the terms of this Agreement.

2.7 Defective - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Agreement Documents, or does not meet the requirements of an inspection, reference standard, test or approval referred to in the Agreement Documents, or has been damaged prior to final payment.

2.8 Contractor Representative - Or designee, who shall have such duties and responsibilities as provided in the Agreement.

2.9 Effective Date of the Agreement - The date indicated in the Agreement upon 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 the Agreement.

2.10 Field Order - A written order issued by the City Manager, or designee, which orders minor changes in the Work but which does not involve a change in Unit Price.

2.11 Agreement Price - The unit price tables identified in Exhibit A.

2.12 Notice to Proceed - A written notice given by City to Contractor fixing the date upon which the Agreement Time will commence to run and on which Contractor shall start to perform Contractor obligations under the Agreement Documents. A notice to proceed is issued for each storm event before work commences.

2.13 Specifications - Those portions of the Agreement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable to them. FEMA guidelines are considered specifications.

2.14 Subcontractor - An individual, firm or corporation having a direct Agreement with Contractor or with any other Subcontractor for the performance of a part of the Project Work.

2.15 Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

2.16 Unit Price - An amount stated in the Agreement as a price per unit measurement for the Work as described in the Agreement Documents.

2.17 Work - Work means services to be performed, specifically including but not limited to, furnishing labor, equipment and materials, used or incorporated in the Work as required by the Agreement Documents.

2.18 Work Directive - A written directive to Contractor issued on or after the Effective Date of the Agreement and signed by the City Manager or designee ordering an addition, deletion, or revision in the Work. A Work directive shall not change the Unit Price included in Exhibit A, but it can add additional unit pricing for additional resources needed that were not anticipated when the Agreement was executed. Work Directives can be issued for unforeseen circumstances in the best interests of the health, safety, and welfare of the citizens and residents of the City.

2.18 Written Amendment - A written amendment of the Agreement Documents, approved by the City Commission and signed by City and Contractor on or after the Effective Date of the Agreement that adds or changes significant work or makes changes to terms and conditions.

2.20 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the Contractor or City for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to the person who gives notice. Facsimile, electronic (includes email) or telephonic transmission shall not be considered as written notice.

3.0 Agreement Documents

3.1 The Agreement Documents as defined above, comprise the entire Agreement between City and Contractor and consists of elements to be completed by the parties through this Agreement and includes any additional documents which are required to be submitted under this Agreement, and all Written Amendments, Field Orders, and Work Directives. RFP No. 20-004, "Disaster Debris Removal and Disposal Services", FEMA Super Circular "2 CFR Chapter 2, Part 200 et al, and the CONTRACTORS proposal, are incorporated in their entirety into this Agreement. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. See the following link to the FEMA Super Circular:**

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

3.2 This Agreement and the Agreement Documents listed in Paragraph 3.1 comprise the entire agreement between City and Contractor concerning the Work. The Agreement Documents are complimentary; what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the law of the State of Florida.

3.3 The intent of the Agreement is to describe a functionally complete Project, to be completed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Agreement Documents) shall be effective to change the duties and responsibilities of City,

Contractor, or any of their consultants, agents, employees or subcontractors from those set forth in the Agreement Documents.

3.4 City will not modify the terms and conditions to the Agreement Documents except in a manner allowed by the Agreement. Contractor covenants and agrees that City shall not be responsible for the costs above those set forth in this Agreement unless the same are set forth in a Written Amendment or Work Directive approved pursuant to the terms of this Agreement. Any and all modifications to terms and conditions issued by the authority of an entity not a party to this Agreement shall not be compensated by City.

3.5 The requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized by the City Manager, or designee, by a written interpretation or clarification, or Field Order.

3.6 Execution of the Agreement by the Contractor is a representation that Contractor has become familiar with the local conditions and the City for which the Work is to be performed.

4.0 Scope of Work

4.1 Contractor is required to assist the City to recover after a major storm event where vegetative and construction and demolition debris are located in the City rights-of-way. Contractor must follow all Federal Emergency Management Agency ("FEMA") guidelines to reasonably assure City receives reimbursement for debris disposal services. The City has an established goal of clearing at least one (1) lane of traffic on every City street within twenty-four (24) hours after a storm event. The storm debris will be arranged for accessibility to heavy equipment so the debris can be loaded into trucks and removed to a disposal site. The Contractor shall furnish all of the materials, tools, supplies, heavy equipment, vehicles and labor necessary to perform the work. Depending on a storm as determined by the City, the materials, tools, supplies, equipment, vehicles, and labor for the emergency push must be pre-positioned or in close proximity to the City prior to the storm. In the event the City is evacuated prior to the storm, the assets do not need to be prepositioned, but must be readily available within four (4) hours after the storm. The Contractor will bear all costs associated with the Project. **Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required.**

Please see the following link to the FEMA Super Circular:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>

4.2 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used in this Agreement, means qualifying for emergency funding under the standards promulgated by FEMA. The term "debris," as used in this Agreement, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods ("white goods"), hazardous and industrial waste materials.

4.3 Contracted services will include clearing of roadways and access routes (“the emergency push”), removal and hauling of hurricane debris in the rights of way, clearing and removal of hangers, leaners, and stumps, and other Right of Entry services when determined as necessary to:

- 4.3.1 Eliminate immediate threats to life, public health, and safety.
- 4.3.2 Eliminate immediate threats of significant damage to improved public or private property.
- 4.3.3 Ensure the economic recovery of the affected community for the benefit of the community at large.

Services include:

Pre-event

- 4.3.4 Participate in meetings, workshops, training sessions and the refinement of the City Disaster Debris Management Plan.
- 4.3.5 Visit the City-designated temporary debris management site(s).
- 4.3.6 When requested by City, provide the necessary staff at the City Emergency Operations Center (EOC) to assist in the planning process.
- 4.3.7 Pre-positioning of equipment and personnel in close proximity to City prior to the storm for immediate use after the storm.

Post Event

- 4.3.8. Provide technical advice to the City.
- 4.3.9 Emergency push/road clearance in coordination with debris monitoring firm(s).
- 4.3.10 Debris collection and hauling to City-designated locations.
- 4.3.11 Provide other as-requested field services.
- 4.3.12 Provide collection tickets and reports in electronic or hard copy format, as determined by City, compatible to the debris monitoring firm(s) and City systems.
- 4.3.13 Begin immediate emergency push of vegetative and construction and demolition debris from City streets.

4.3.14 Objective to clear at least one (1) lane of traffic on every City street within twenty-four (24) hours.

4.3.15 Vegetative and construction and demolition debris collection and disposal.

4.3.16 Follow FEMA policies for vehicle and equipment certification and collection and disposal procedures.

4.3.17 Maintain documentation necessary for verification for services rendered as necessary for FEMA reimbursements to City.

4.4 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Agreement services will only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

4.5 Contractor is the City's contractor for storm debris collection and disposal and is expected to provide sufficient resources after the storm to perform the work. However, this is not a guarantee of work. City reserves the right to assign work to various contractors, at its sole discretion. Depending on the intensity of the storm, Contractor represents it has the ability to provide sufficient work forces and equipment after a storm for the performance of the Contractor and the City reserves the right to utilize one or more other contractors determined solely by the City. This approach will provide the City with the maximum flexibility to adequately react to the unknown variables of a storm event.

4.6 City reserves the right to approve in writing all subcontractors hired by the Contractor and to require the Contractor to dismiss a subcontractor upon request.

4.7 Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal and state requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and other categories of debris.

4.8 Payment will be made to Contractor based on verification of the load tickets and verification that the debris was handled in accordance with FEMA requirements.

4.9 Contractor shall invoice City for debris handling regularly and for no more than thirty (30) day periods.

4.10 It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations. Payment will only be made for debris that FEMA determines eligible. In addition, payments based upon time and material costs

are limited to work performed during the first seventy (70) hours of work, or for a period as determined by FEMA rules, of actual work following a disaster event.

4.11 Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both, completed as required, will be accomplished on a timely basis at no additional cost to the City. Contractor shall ensure that its workers, and those of its subcontractors, if any, are sufficiently trained on the scope of work, and the work to be done in order for the City to be reimbursed by FEMA for eligible debris removal.

4.12 Contractor shall provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement with the City. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

4.13 When a Notice to Proceed is given by City to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment in close proximity to the City for immediate use after the storm winds subside to a safe level (under 40 miles per hour) and begin the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within two (2) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within seventy-two (72) hours and 100% of the required resources within one hundred and twenty (120) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

4.14 All Work shall be scheduled through the City Public Services Director or designee. Contractor will begin the emergency push immediately after a storm.

4.15 The Contractor shall preserve from damage all property adjacent to the Work sites. The Contractor shall erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals, signs, and post flagmen, and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor is required to repair or replace any damages made to public and private property.

4.16 Contractor shall provide a safe and clean working environment for performing the services pursuant to this Agreement.

4.17 Contractor means and method of debris collection will be performed in a manner that does not leave storm debris and material on the streets. A combination of front end loaders and clam shell trucks will be used for debris removal. Immediately after storm debris piles are removed by large equipment, Contractor will ensure that the remains of the piles are also collected and hauled away. Contractor shall not leave storm debris and materials in the rights of way.

4.18 Contractor representative is not employed by or affiliated with the City's Storm Debris Collection Monitoring and FEMA Public Assistance Grant Administrator Contractor.

5.0 Agreement Period

5.1 The initial Agreement period is for three (3) years beginning on _____ 1, 2020 and expiring on May 31, 2023. The Agreement can be extended for three (3) additional one (1) year periods with the written approval of the City Manager and Contractor executed no less than sixty (60) days prior to the expiration date. Unit prices will remain firm for the first three-year term and the City Manager may negotiate and approve reasonable price adjustments in the subsequent Contract years as long as acceptable within FEMA guidelines.

5.2 Contractor agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion of it within a time specified by City. Failure to achieve timely, completion shall be regarded as a breach of this Agreement and subject to the appropriate remedies. A specific time limit on the period of performance for the work to be done will be identified for each storm event depending on the amount of debris that needs to be collected and disposed of. The City Manager will issue a written notice to proceed for each storm event.

6.0 Agreement Price and Payment

The City agrees to pay Contractor unit pricing for the faithful performance of the Services of this Agreement. Prices for work completed by the Contractor are reflected in Contractor's proposal. Mobilization, stand-by costs, and reduction in productivity are included in the Agreement price. Contractor will be paid unit pricing for Work as reflected in Contractor's Proposal attached as Exhibit A. All work will be paid on unit prices. Payment will be made only for Work that FEMA determines eligible. Payments will be made pursuant to Article 17 of this Agreement.

7.0 Contractor Responsibilities

In addition to those responsibilities enumerated in Article 4.0 above, the Contractor shall be responsible for the following:

7.1 Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement.

7.2 In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the proposal or Agreement.

7.3 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor will be required to provide debris volume estimates in support of proposed costs. Contractor will provide hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the Contractor used to estimate debris was an acceptable and reasonable methodology.

7.4 As an inducement for City to enter into this Agreement, Contractor has represented an expertise in storm debris collection and removal following FEMA guidelines for approved collection methods, record keeping, and reimbursement by FEMA for the Work. In reliance upon those representations, City retained Contractor to provide storm debris collection and removal services. Contractor shall be liable for any negligence or breach of any other legal duty to the extent and in the manner as set forth in this Agreement.

7.5 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention to it and applying Contractor's best skill, attention and expertise. In coordination with the City, Contractor shall be responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with FEMA guidelines.

7.6 During the progress of on-site work, Contractor shall provide full-time competent project supervision and any necessary assistants. The Contractor may, with the permission of the City Manager, or designee, schedule prosecution of the Work during times not otherwise allowable for work within the City as restricted by City ordinance.

7.7 The day-to-day management of the Project Subcontractors' schedules and requests for payment shall be conducted by a competent project manager. The project manager will regularly coordinate with the City Manager or designee and the City's debris collection monitor.

7.8 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order for the Work.

7.9 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up, mobilization, and proper completion of the Work.

7.10 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Agreement Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

7.11 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Agreement Documents for the benefit of City, and consistent with a subcontract plan. Contractor must submit a subcontract plan including a clear description of the percentage of the work the Contractor may subcontract out and a list of subcontractors the Contractor plans to use.

7.12 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.

7.13 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations.

7.14 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements. City shall pay all tipping or disposal fees assessed, incurred, or charged at the temporary debris management site (TDMS) if any TDMS is used by the City, or other disposal destination that is specified by the City.

7.15 Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the Project areas and shall not unreasonably encumber any areas with equipment or other materials, particularly on private property. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of them or of any land or areas contiguous to them, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in the Agreement Documents specifically applies to claims arising out of Contractor's Work.

7.16 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury and loss to all employees performing the Work and other persons and organizations who may be affected by it and to all the Work and materials and equipment to be incorporated in it. Contractor shall provide a safe and clean working environment.

7.17 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property and to protect them from damage, injury or loss.

7.18 If required by City, Contractor shall promptly, as directed, either correct all defective Work or, if the Work has been rejected by City, remove it and replace it with non-defective Work. Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other professionals) made necessary by such actions.

7.19 Contractor will provide all necessary cooperation with the City's Storm Debris Monitoring Firm ("Monitoring Firm"). Contractor understands that City will be seeking reimbursement from FEMA for the Work, and that FEMA and the Monitoring Firm will require specific reporting and documentation from the Contractor. The Contractor shall participate in all monitoring by FEMA and the City's Monitoring Firm, and provide all documentation requested by FEMA and the City's Monitoring Firm for City's reimbursement for payments for the Work. In the event the City's reimbursement is denied solely as a result of Contractor's failure to comply with this paragraph, City shall have a right to recover all such non-reimbursed payments from Contractor.

7.20 In the event of post-event payment reviews and audits by any governmental entity that reimbursed the City for storm collection and disposal services and collection monitoring services, Contractor shall provide all required documentation in its possession related to such review and audit.

7.21 Environmental Protection - Any and all fluids or chemicals (work-related materials such as oil-drip, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all City and County and state laws and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal, state and local laws and regulations. Petroleum, oil, and lubricant spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

8.0 Defective Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Agreement Documents, City may order Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

9.0 City Manager Responsibilities

9.1 City Manager, or designee, such designation to be made in writing, will be City's contact person during the work period and until final close-out of the Project.

9.2 City Manager, or designee, will make visits to the work areas to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Agreement Documents. City Manager's, or designee's, efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform with FEMA guidelines and Agreement Documents.

9.3 City Manager, or designee, will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Agreement Documents as City Manager or designee may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents. Should Contractor fail to request interpretation of questionable items in the Agreement Documents, City will thereafter not entertain any excuse for failure to execute the Work in a satisfactory manner, or for payment of work claimed by Contractor that is not authorized by the terms of this Agreement.

9.4 City Manager, or designee, will interpret and decide matters concerning performance under the requirements of the Agreement Documents upon written request of either City or Contractor. City Manager, or designee, will make initial decisions on all claims, disputes or other matters in question between City and Contractor. Written notice of each such claim, dispute or other matter will be delivered by claimant to City Manager, or designee, and the other party but in no event later than ten (10) calendar days after the occurrence of the event giving rise to it, together with written supporting data.

9.5 In the event City and Contractor disagree upon whether Contractor is entitled to be paid for Work required by City, or in the event of any other disagreements over the scope of Work included within the Agreement Price, City and Contractor agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Contractor shall furnish City with a good faith estimate of the costs to perform the disputed Work in accordance with City's interpretations. If the parties are unable to agree, and City expects Contractor to perform the Work in accordance with City's interpretations, Contractor shall proceed to perform the disputed Work, conditioned upon City issuing a written order to Contractor directing Contractor to proceed and specifying City's interpretation of the Work that is to be performed.

9.6 City Manager or designee is authorized to make Field Orders and execute Work Directives in the best interests of the health, safety, and welfare of the citizens and residents of the City.

10.0 Insurance

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DANIA BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT.

10.1 The coverages are specified in the RFP and are incorporated by this reference. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, Contractor shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.2 Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to City by regular mail.

10.2.1 Workers' Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act shall be provided with a minimum of One Million dollars (\$1,000,000) limit, and One Hundred Thousand dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

10.2.2 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence.

10.2.3 Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence and \$2,000,000 annual aggregate

Comprehensive General Liability coverage. City shall be named as an additional insured.

10.2.4 Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 10.2.4.1 Premises and Operations;
- 10.2.4.2 Independent Contractors;
- 10.2.4.3 Product and Completed Operations Liability;
- 10.2.4.4 Broad Form Property Damage;
- 10.2.4.5 Broad Form Contractual Coverage applicable to Agreement;
- 10.2.4.6 Personal Injury Coverage;
- 10.2.4.7 Explosion, collapse, underground coverage (XC-U)

10.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.5 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

10.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) business days of City's actual notice of such an event.

10.7 The Contractor agrees to perform the Work under the Agreement as an independent Contractor, and not as a Subcontractor, agent or employee of City.

10.8 Contractor shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and Contractor shall provide verification thereof to City upon request of City.

10.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

10.10 City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Contractor under the terms of this Agreement, or find the Contractor in default and terminate this Agreement; provided, that City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

11.0 Performance and Payment Bonds

Contractor shall execute and furnish to City a Performance Bond and a Payment Bond when issued a Notice to Proceed for a storm event, each written by a corporate surety, having a resident agent in the State of Florida. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: A to A+. The penal sum stated in each Bond shall be the amount equal to the total one hundred and twenty-five percent (125%) of the amount payable under the terms of the Agreement. The Performance Bond shall be conditioned that the Contractor perform the Work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the successful Proposer with labor, materials and supplies used directly or indirectly the prosecution of the Work. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid Performance and Payment Bonds in the public records of Broward County, with the successful Proposer to pay all recording costs.

12.0 Warranties; Tests; Inspections; and Correction of Defective Work

12.1 The Contractor warrants that all services will be performed in a workmanlike manner.

12.2 Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations, and orders, including without limitation those issued by FEMA in carrying out its obligations under the Agreement.

12.3 Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

12.4 Contractor warrants to the City that the consummation of the Work provided for in the Agreement Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which the Contractor is a party.

12.5 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Contractor. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

12.6 Contractor warrants to City that the consummation of the work provided for in the Agreement documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, Agreement, or agreement to which Successful Proposer is a party.

12.7 Contractor shall furnish all guarantees and warranties to the Public Services Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

12.8 Conditions of Material

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor at no cost to the City.

12.9 Copyrights Or Patent Rights

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Agreement. The Contractor agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12.10 Safety Standards

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13.0 Public Records

13.1 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 Owner.

13.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner 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.

13.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

13.4 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 Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner'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.

13.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

13.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

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: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

14.0 Changes in Work

14.1 City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, or Work Directive executed by the City Manager. All Agreement amendments and modifications will be in writing.

14.2 No claim against City for extra Work in furtherance of such Written Amendment or Work Directive shall be allowed.

15.0 Contractor Indemnification

The Indemnification provision in the RFP is incorporated in the Agreement by this reference.

16.0 Contracting with Small and Minority businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The RFP provision in the RFP is incorporated in the Agreement by this reference.

17.0 Payments and Completion of Work

17.1 Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month, with each invoice covering a period of no more than thirty (30) days. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the Contractor that the Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Contractor for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the Contractor's previous applications for payment, and any other supporting documentation as may be required by the City Manager or designee or Agreement Documents. Each requisition shall be submitted in duplicate to the City Manager, or designee, for approval; City shall have thirty (30) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefor shall be stated with particularity. The City shall make payment to the Contractor within fifteen (15) calendar days after approval by the City Manager, or designee, of the Contractor's requisition for payment.

17.2 The final application for payment shall be accompanied by: (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work; or (2) Contractor's receipts in full covering all labor, materials and equipment for which a lien or claim could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Agreement have been paid in full or if the fact be otherwise, identifying the name of each lienor/claimant who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any lien or claim.

17.3 If, on the basis of City Manager's, or designee's, observation of the Work during debris collection and removal and final inspection, and City Manager's, or designee's, review of the final Application for Payment and accompanying documentation, City Manager, or designee, is satisfied that the Work has been completed in accordance with the Agreement Documents and Contractor's other obligations under the Agreement Documents have been fulfilled, City Manager, or designee, will, present the Application to City for payment. Otherwise, City Manager, or designee, will return the Application 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. Fifteen (15) calendar days after presentation to City of the Application and accompanying documentation, in appropriate form and substance, the amount recommended by City Manager, or designee, will become due and will be paid by City to Contractor.

17.4 Final payment, constituting the entire unpaid balance of the Agreement Price shall be paid by the City to the Contractor when the Work has been completed in accordance with the Agreement Documents, the Agreement has been fully performed, and a final certificate for payment has been issued by the City Manager, or designee. The making of final payment shall constitute a waiver of claims by City except those arising from:

17.4.1 Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.

17.4.2 Faulty or defective Work and latent defects discovered after acceptance.

17.4.3 Failure of the Work to comply with the requirements of the Agreement Documents.

17.4.4 Terms of special warranties required by the Agreement Documents.

17.4.5 Any of Contractor's continuing obligations, including without limitation warranties, under this Agreement.

17.5 The acceptance of final payment by Contractor or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

17.6 The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

17.6.1 Defective Work not remedied.

17.6.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

17.6.3 Failure of the Contractor to make payment to Subcontractors or suppliers for materials or labor.

17.6.4 Damage to another contractor not remedied.

17.6.5 Failure to carry out the Work in accordance with the Agreement Documents.

17.7 When the above issues are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

18.0 City's Termination of Agreement

18.1 It is expressly understood and agreed that the City may terminate this Agreement, in total or in part, at any time for cause or convenience without penalty. In that event, the City's sole obligation to the Contractor shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the Contractor up to the time of termination. Upon such termination, the City may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services. City may terminate the Agreement upon the occurrence of any one or more of the following events:

18.1.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

18.1.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

18.1.3 If Contractor makes a general assignment for the benefit of creditors.

18.1.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under an agreement, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.

18.1.5 If Contractor admits in writing an inability to pay its debts generally as they become due.

18.1.6 If Contractor persistently fails to perform the Work in accordance with the Agreement 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 as same may be revised from time to time).

18.1.7 If Contractor disregards laws or regulations of any public body having jurisdiction, state and FEMA guidelines, or acceptable safety practices.

18.1.8 If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

18.2 City reserves the right to terminate this Agreement immediately for unsatisfactory performance. In such case Contractor shall not be entitled to receive any further payment for additional work performed.

18.3 Termination for convenience/no cause. Upon fourteen (14) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this agreement for City's convenience, without any reason and at any time, whenever City determines that such termination is in the best interests of City. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Except as set forth below, 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.

18.4 Termination for Cause. If the Contractor fails to provide the Services, or shall in any other manner commit a breach of the Agreement and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement resulting from the RFP without any further notice to the Contractor. City representatives will review the Services periodically to assure that the requirements of the Agreement are being met. If any portion of the Services are unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City shall be the sole judge of nonperformance.

18.5 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or a subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

18.6 Change Orders

The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.

If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made for it. The 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 and supplemented. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- 1) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- 2) When only nominal quantities are to be changed, a Change Order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

19.0 Notice, Computation of Time

19.1 All notices required by any of the Agreement Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

Copy to: Thomas Ansbros, City Attorney
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Telephone: 954-824-6800

For Contractor: Greg Gathers, President
Custom Tree Care, Inc.
6021 SW 29 Street, PMB #130
Topeka, KS 66614

Notice by facsimile shall not be deemed received until the party receiving such a notice receives a copy of such notice through certified mail, return receipt requested.

19.2 When any period of time is referred to in the Agreement 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. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

20.0 Miscellaneous

20.1 The duties and obligations imposed by the Agreement Documents and the rights and remedies available to the parties in this Agreement, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to City under them, 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 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 Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

20.2 Contractor shall not assign, sublet or transfer this Agreement or its rights, title or interests in it without City's prior written approval as evidenced by a resolution duly adopted by the City Commission, which may be withheld for any or no reason. The obligations undertaken by Contractor pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment, subletting or transfer of it. Violation of the terms of this Paragraph shall constitute a breach of Agreement by Contractor and the City may, at its discretion, cancel the Agreement and all rights, title and interest of Contractor shall thereupon cease and terminate.

20.3 Contractor and its employees, volunteers, subcontractors, and agents shall be and remain independent contractors and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties to this Agreement.

20.4 Contractor shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the Agreement and re-let the Services. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

20.5 Contractor agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

20.6 The remedies expressly provided in this Agreement to City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of City now or hereafter existing at law or in equity.

20.7 Should any part, term or provision of this Agreement be decided by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected.

20.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of Contractor's subcontractors used for the work.

20.9 This Agreement may not be amended or modified except in writing, approved and executed by the parties with the same formalities and dignity as this Agreement.

20.10 The City reserves the right to assign work to various contractors, at its sole discretion, and this Agreement is not to be construed as a guarantee for work.

21.0 Nondiscrimination and Equal Opportunity Employment

During the performance of this Agreement, Contractor agrees as follows:

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.7 Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.0 Compliance with the Copeland "Anti-Kickback" Act

22.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

22.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

22.3 Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.0 Compliance with the Agreement Work Hours and Safety Standards Act

23.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

23.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

23.4 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24.0 Clean Air Act

24.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

25.0 Federal Water Pollution Control Act

25.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Contractor agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FEMA.

26.0 Suspension and Debarment

26.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

26.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28.0 Maximum use of products containing recovered materials

28.1 In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired; (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price.

28.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

29.0 Access to Records

29.1 Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

29.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.3 Contractor agrees to provide the FEMA Administrator or the authorized representatives access to work sites pertaining to the work being completed under the Agreement.

30.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31.0 No Obligation by Federal Government

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

32.0 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

33.0 Governing Law:

33.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida. The Agreement is not subject to arbitration. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.

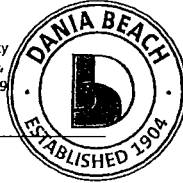
33.2 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first

negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

IN WITNESS OF THE FOREGOING, City and Contractor have signed this Agreement, in duplicate.

**Thomas
Schneider**

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=Clerk's Office,
email=tschneider@danibeachfl.gov,
c=US
Date: 2021.02.10 16:18:40 -05'00'



**CITY OF DANIA BEACH, FLORIDA,
Tamara
James**

Digitally signed By Tamara James
DN: cn=Tamara James, o=City of
Dania Beach, ou=Mayor,
email=ttamarajames@danibeachfl.gov,
c=US
Date: 2021.02.10 16:17:28 -05'00'

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@danibeachfl.gov, c=US
Date: 2021.02.10 08:58:54 -05'00'

THOMAS J. ANSBRO, CITY ATTORNEY

**Ana M.
Garcia**

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania
Beach, ou,
email=agarcia@danibeachfl.gov, c=US
Date: 2021.02.10 14:31:24 -05'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

x *[Signature]*
Signature

x Maura M. Gathers
PRINT Name

CONTRACTOR:

Custom Tree Care, Inc.,
a foreign corporation

[Signature]
Signature

Greg Gathers
PRINT Name

President
Title

STATE OF KANSAS)

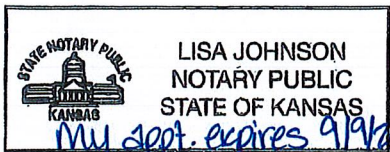
COUNTY OF Shawnee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on February 5th, 2021, by Greg Gathers,
as President of Custom Tree Care, Inc., a foreign corporation
authorized to conduct business in Florida. He/she is personally known to me or has
produced _____ as identification.

Notary Seal

[Signature]
Signature of Notary Public

Lisa Johnson
Printed Name of Notary Public



Proposer Proposal Requirement

To the City Commission of the City of Dania Beach, Florida

The undersigned Proposer proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the Work set forth below that may be awarded the undersigned by the City of Dania Beach, Florida, through its proper officers, and to do the same strictly in accordance with the plans and Contract Documents on file in the Office of the City Clerk of Dania Beach, which are referred to below and made part of this document, at the following unit prices. The amount of hours and cubic yards in the tables below are used for the response purposes only.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP NO. 20-004

TABLE 1

Proposal price by hour includes equipment and operator for reimbursement by FEMA for the first seventy (70) work hours, or as determined by FEMA, after the storm or as directed by FEMA. Payments based upon time and material costs are limited by FEMA, of actual work following a disaster event.

Resource	Hourly Rate		Eight Hours		Overtime Hourly Rate		Four Hours		Factor		Twelve Hour Workday
Superintendent w/pickup truck	\$75.00	X	8	+	\$75.00	X	4	X	1	=	\$900.00
Supervisor w/pickup truck	\$55.00	X	8	+	\$55.00	X	4	X	1	=	\$660.00
Wheeled dozer w/ operator	\$140.00	X	8	+	\$140.00	X	4	X	1	=	\$1,680.00
Clam truck w/operator	\$195.00	X	8	+	\$195.00	X	4	X	1	=	\$2,340.00
Dump truck w/operator	\$100.00	X	8	+	\$100.00	X	4	X	1	=	\$1,200.00
Bobcat w/operator	\$90.00	X	8	+	\$90.00	X	4	X	1	=	\$1,080.00
Chainsaw w/operator	\$45.00	X	8	+	\$45.00	X	4	X	4	=	\$2,160.00
Laborer	\$40.00	X	8	+	\$40.00	X	4	X	4	=	\$1,920.00
Traffic Control	\$40.00	X	8	+	\$40.00	X	4	X	2	=	\$960.00
Sweeping Curb and Gutter	\$95.00	X	8	+	\$95.00	X	4	X	4	=	\$4,560.00
Total										=	\$17,460.00

Table 2

Proposal price by cubic yard (CY) includes equipment and labor to collect, haul out, and delivery of storm debris at a site designated by the City after the storm in accordance with FEMA guidelines. Price includes cleanup but does not include final disposal costs.

Cost to Collect and Transport Debris to Temporary Debris Management Site (travel distance to site $0 \leq 20$ miles)	Unit	Cost per unit	X	Debris Amount/unit	Total
vegetative (cubic yards per FEMA guidelines)	CY	\$7.00	X	20,000	\$140,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	CY	\$7.20	X	10,000	\$72,000.00
White Goods and Hazardous Household Waste Disposal (each per FEMA guidelines)	EA	\$35.00	X	35	\$1,225.00
Total					\$213,225.00

Table 3

Cost to Transport Debris to Temporary Debris Management Site (travel distance to site $> 20 \leq 50$ miles)	Unit	Cost per unit	X	Debris Amount/unit	Total
vegetative (cubic yards per FEMA guidelines)	CY	\$7.75	X	20,000	\$155,000.00
Construction and Demolition (cubic yards per FEMA guidelines)	CY	\$7.95	X	10,000	\$79,500.00
White Goods and Hazardous Household Waste Disposal (each per FEMA guidelines)	EA	\$50.00	X	35	\$1,750.00
Total					\$236,250.00

Table 4

Proposal price per tree and stump removal includes equipment and labor to cut, collect, haul out, and disposal of hazardous trees, tree limbs, and stumps in accordance with FEMA guidelines and includes final disposal costs.

Hazardous Tree/Limb/Stump Removal (Measured in accordance with current FEMA standards)	Unit Prices
Hazardous Limbs $\geq 2" \leq 12"$	\$110.00
Hazardous Limbs $>12" \leq 24"$	\$110.00
Hazardous Limbs $> 24"$	\$110.00
Hazardous Trees	

≥ 12" ≤ 24" Trunk Diameter	\$295.00
>24" ≤ 48" Trunk Diameter	\$995.00
>48" ≤ 72" Trunk Diameter	\$1,995.00
>72" Trunk Diameter	\$3,195.00
Hazardous Stumps	
≥ 12" ≤ 24" Stump Diameter	\$195.00
>24" ≤ 36" Stump Diameter	\$295.00
>36" ≤ 48" Stump Diameter	\$395.00
>48" ≤ 72" Stump Diameter	\$495.00
>72" Stump Diameter	\$595.00

The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as it deems to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise. Tables 1, 2, 3, and 4 must be completed and submitted to the City. The successful Proposer will be required to enter into an Agreement with the City. The Agreement is not exclusive and is not a guarantee of work, as the City has the right to have other Contractors performing the same work. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which Proposer does business, and the address of the place of business (Post Office Box is inappropriate). If a Corporation, state the name of the President, Secretary, and Resident Agent. If a Partnership, state the names of all partners. If A Trade Name, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized (registered) to do business in the State of Florida by the Florida Secretary of State.

(Please print or type)

Firm Name: **CUSTOM TREE CARE, INC.**

Address: 6021 SW 29th St. PMB#130
Topeka, KS 66614

Telephone: 785-478-9805

Fax: 785-478-4195

Greg Gathers
(Name)

President
(Title)

Maura Gathers
(Name)

Secretary
(Title)

Corporation Services Company
(Name)

Resident Agent
(Title)

(Attach additional sheets, if necessary.)

The undersigned Proposer acknowledges that it may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update its records should it

RESOLUTION NO. 2020-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED DISASTER DEBRIS REMOVAL AND DISPOSAL CONTRACTS IN THE PRIMARY, SECONDARY AND TERTIARY SERVICE PROVIDER CATEGORIES TO BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE INC. AND KDF ENTERPRISES LLC; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requires the services of professional disaster debris removal and disposal firms; and

WHEREAS, a Request for Proposals (RFP) was prepared and advertised for "Disaster Debris Removal and Disposal Services"; and

WHEREAS, nine responses were received and evaluated by the City's Selection Committee (Committee); and

WHEREAS, the Committee's assessment of the proposal packages provided by the respondents resulted in the selection of Bergeron Emergency Services (BES) as the primary contractor, Custom Tree Care Inc. as the secondary, and KDF Enterprises LLC as the tertiary; and

WHEREAS, that upon adoption of this Resolution, the current contract with BES, which expires in May 2022, will be terminated by the City, per Section 15.1 of the contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes staff to immediately move forward with the contract preparation and execution for the primary, secondary and tertiary disaster debris removal firms.

Section 3. That funding will be appropriated from the City's Disaster Reserves Account No. 001-271-08-00 and submitted to FEMA for reimbursement.

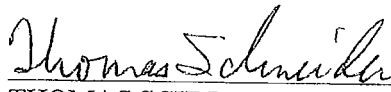
Section 4. That the City Commission authorizes Public Services to exceed the City vendor threshold policy of \$25,000.00 for the term of the contract with vendors selected.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on December 8, 2020.

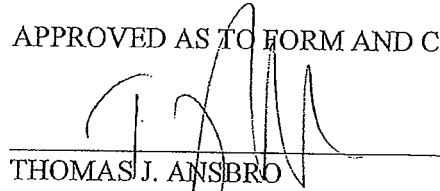
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBROSIO
CITY ATTORNEY

CONTRACT/AGREEMENT

PROJECT BHI-220

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS AGREEMENT is made and entered into this 10th day of March 2022 by and between, the Town of Bay Harbor Islands, FL (The "TOWN"), a municipal corporation with principal offices located at 9665 Bay Harbor Terrace and Custom Tree Care, Inc., a corporation with principal offices located at 6201 SW 29th Street PMB #130, Topeka, KS 66614 (the "Contractor") to provide for Disaster Debris Removal and Disposal Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the Town and Contractor agree as follows:

1) The Contract Documents (Piggyback)

The contract documents shall consist of this Agreement, the City of Dania Beach's Request for Proposal Document No. 20-004, titled Disaster Debris Removal and Disposal Services, and including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein (pp. 33-35), and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. If there is a conflict between Request for Proposal No. BHI - 220, as issued by the Town, and the Contractor's Proposal, 20-004 as issued by the City of Dania Beach and used as a "Piggyback Contract" by the Town, shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between the document and any other contract documents, this Agreement shall prevail.

2) Contract Term

Custom Tree Care, as selected through the City of Dania Beach, FL, by the Town, shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional one (1) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

3) The Work

- 3.1. The Contractor shall perform all work for the Town required by the contract documents as set forth below:

- 3.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide Disaster Debris Removal and Disposal Services as required by the Scope of Work of Town's Request for Proposal.
- 3.1.2 Contractor shall adhere to all requirements of the Request for Proposal document.
- 3.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 3.1.4 Contractor shall follow all the requirements of 2 C.F.R. 200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
- 3.1.5 FHWA-ER Program and 2 CFR Part 200 Contract Requirements
 - 3.1.5.1 The Town intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Town mandates compliance from the successful Contractor regarding the following:
 - 3.1.5.2 FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - 3.1.5.3 Buy America Requirements
 - 3.1.5.4 49 CFR Part 26, Disadvantage Business Enterprise Program
 - 3.1.5.5 American with Disabilities Act of 1990 (ADA)
 - 3.1.5.6 Convict Labor Prohibition
 - 3.1.5.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - 3.1.5.7.1 Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
 - 3.1.5.7.2 All Disaster invoices shall include the location delivered location, or where used, if appropriate.
 - 3.1.5.8 All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - 3.1.5.8.1 Time Card.
 - 3.1.5.8.2 Daily work reports for every employee, by each separate FEMA category of work.
 - 3.1.5.8.3 Daily equipment use, by each separate FEMA category of work.
 - 3.1.5.8.4 List of all supplies and materials used, by each separate FEMA category of work.
 - 3.1.5.8.5 Includes both prime and sub-contractors.
 - 3.1.5.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

3.1.5.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town.

3.1.6 Contractor shall comply with all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3.1.7 **MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The Town, in accordance with the requirements as stated in C.F.R. 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.1.8 Time and Material Contracting (if required):

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.17.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.17.2 All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.17.3 All Time and Materials contracts are subject to ongoing monitoring by either Town staff and/or an independent third-party monitoring firm.

3.17.4 All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

3.19 The Contractor shall provide the Town proof of bondability and requires that they can provide a notarized letter from a bonding agent in the amount of \$100,000.00 as a Performance Bond, and \$25,000.00 as a Payment Bond, within seven (7) calendar days of a written Notice to Proceed by the Town. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than the project duration from the date of original execution by the Bond Surety.

4) **Insurance**

4.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the Town's Risk and Safety Manager before beginning work under this Agreement including, but not limited to. Worker's Compensation, Commercial General Liability, and all other insurance as required by the Town, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

4.2 Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured for the amounts listed in the RFP (Dania Beach, RFP No. 20-004), under Section III: Insurance Requirements. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) **Time of Commencement and Substantial Completion**

5.1 The work to be performed under this Agreement shall be commenced after Town execution of the Agreement and upon issuance of a Notice to Proceed by the Town as the result of an event requiring Contractor's services. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within forty-eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.

5.2 The work, including site restoration prior to close-out shall be completed within thirty (30) calendar days after receiving notice from the Town that the last load of debris has been delivered.

6) **Contract Sum**

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as Tables 1 – 4, pp 33-35 of the City of Dania Beach RFP No. 20-004.

7) **Payment**

- 7.1 The Town, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed nor authorized by the Town shall not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Town be responsible for unpaid incomplete tickets.
- 7.2 If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Town reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- 7.3 Invoices shall be submitted to the Town's authorized representative on a weekly basis unless otherwise directed by the Town. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Town. Invoice detail submittals will be checked against Town records and shall cover no more than a 30-day period. Town records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Town authorized representative to the Town for Net 10 payment.
- 7.4 If required, a retainage will be withheld from each reconciled invoice until the end of the project, not to exceed 10%. To recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor(s) to public or private property, pending damages are investigated, verified to be caused by Contractor, and opportunity is given to Contractor to repair damages.
- 7.5 No separate payment shall be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris removed in the contract.
- 7.6 The Town of Bay Harbor Islands will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

10) **Indemnification**

- 10.1 The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 10.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- (1) The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- (2) Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 10.3 Nothing contained herein is intended nor shall be construed to waive the Town's rights and immunities under the common law as amended from time to time.

11) **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12) **Independent Contractor**

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 the Town's employee for any 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 Worker's 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 Contractor's activities and responsibilities hereunder provided, further those administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13) **Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. The Contractor reserves the right to subcontract portions of this agreement.

14) **Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

TOWN

Town Manager

With a copy to Town Attorney at the following address:

CONTRACTOR

15) **Termination**

- 15.1 Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon fourteen (14) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.
- 15.2 Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

16) **Liquidated Damages**

Should the Contractor fail to complete requirements set forth in this scope of work, the Town will suffer damage. The amount of damage suffered by the Town is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the Town, as liquidated damages, the following:

- 16.1 The Contractor shall pay the Town, as liquidated damages, \$100.00 per calendar day of delay to mobilize in the Town with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the Town should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

17) **Change Orders**

- 17.1 The Town, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- 17.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the Town or which extend the time for completion, must be formally

authorized and approved by the appropriate Town authority prior to their issuance and before Work may begin.

- 1) No claim against the Town for extra Work in furtherance of a Change Order shall be allowed unless prior written Town approval pursuant to this section has been obtained.
- 2) The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- 3) The Project Manager shall prepare Proposed Change Orders on forms provided by the Town. When submitted for approval, they shall carry the signature of the Authorized Representative for the Town, The Town Manager and the Contractor.
- 4) If the Town and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made, therefore.
- 5) The 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 and supplemented.
- 6) If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- 7) Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- 8) The cost or credit to the Town from a change in the Work shall be determined by one or more of the following ways:
 - a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
 - b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

18) **Uncontrollable Forces**

18.1 Notwithstanding the specific events for which services are to be provided under this Agreement, neither the Town nor Contractor shall be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, with a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

19) **Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Florida

20) **Signatory Authority**

The Contractor, if requested, shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) **Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22) **Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the Town, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the Town.

23) **No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the

drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, the Town of Bay Harbor Islands, FL, signing by its Town Manager, and Custom Tree Care, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

Town of Bay Harbor Islands, FL

Maria Lasday, Town Manager

Date

Approved as to Form and Legal Sufficiency:

Joseph Geller, Town Attorney

Date

Custom Tree Care, Inc.
Company Name

Signature of Chief Executive/Owner

Greg Gathers, CEO
Type/Print Name of Chief Executive/Owner

Date

ATTEST:

Alba Chang, Town Clerk

Date

ATTEST:

Corporate Secretary

Type/Print Name of Corporate Secretary

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

TOWN OF Bay Harbor Islands

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the Town aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20_____.

Signature of Notary Public

State of _____

Print, Type or Stamp

Name of Notary Public

My Appointment Expires

☐ Personally Known to me or

☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath,
or

☐ DID NOT take an oath

SCHEDULE D
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Offeror] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror, Custom Tree Care, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: _____

Name: _____

Title: _____

Date: _____

EXHIBIT II

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Any contract or agreement executed arising from the present solicitation will include, at a minimum, the following contract clauses. Additional terms and conditions, specified with 2 CFR Part 200 et seq, will also be required within any contract or agreement executed with Bay Harbor Islands, FL [“OWNER”].

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act* (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act* (40 USC 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work more than the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
 5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
 - a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to The State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the OWNER. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

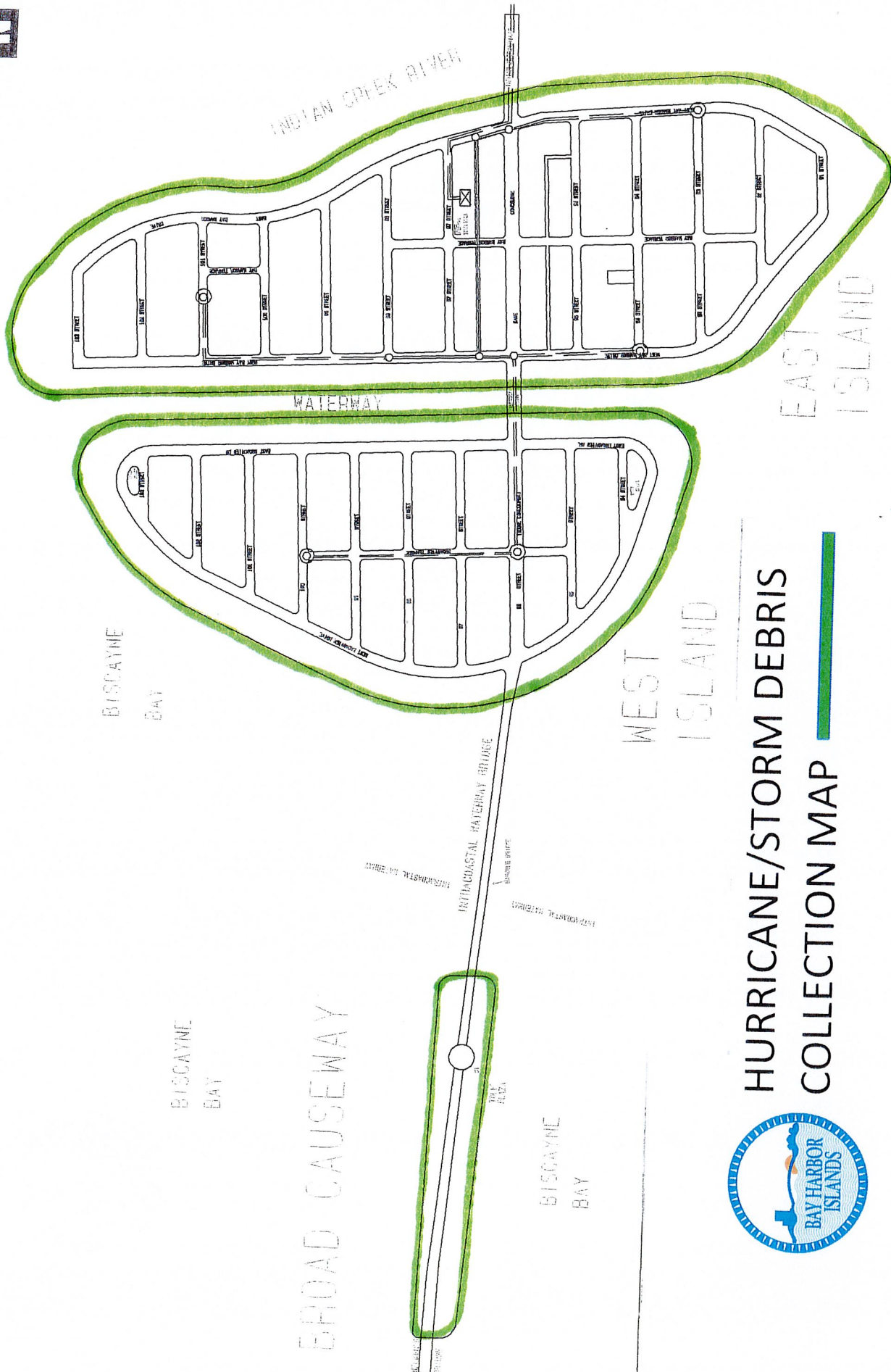
7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the OWNER that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. meeting contract performance requirements; or

- iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
13. **Access to Records**
- a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."



HURRICANE/STORM DEBRIS COLLECTION MAP

TOWN OF BAY HARBOR ISLANDS SANITARY SEWER FACILITIES COMPREHENSIVE PLAN 1988		Date:	Drawing no:
		03/20/95	OLD-SEW
		Drawn by:	Library:
		ALMEIDA	BAY_HRBH

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 5.

ITEM:

Consideration and **Approval** to enter into a Contract for Sole Source Pricing with BEAM GLOBAL for Mobile Solar Panel Electric Vehicle Charger Systems in the amount of \$259,130.74 for the installation of three (3) solar powered charging units located in the 95th Street Parking Garage, 97th Street Parking Lot and 103rd Street Parking Lot. Enclosed is a copy of the supporting documents.

DESCRIPTION:

During the past 2-3 years there has been a substantial increase of Electric Vehicles (EV) use throughout the Town. The Town currently has only one EV Charger located on the 95th Street Parking Garage, but this one is not sufficient for the current demands. Also, during the budget hearings one of the items that was requested by the residents was to add more EV charging stations, especially on the North side of the East Island.

Each of the BEAM solar powered Units will provide two (2) EV Chargers, for a total of six (6) new EV Chargers throughout the Town. These chargers are Level 2 smart/networked charging stations. The advantage of this product is that it is easy to deploy with zero construction effort (no electrical trenches) and is completely solar powered.

The proposed location for the Units are; the 103rd Street Parking Lot (2 EV chargers), the 97th Street Parking Lot (2 EV chargers) and the 95th Street Parking Garage (2 EV chargers).

Staff recommends that the Town enter into a Contract for Sole Source Pricing with BEAM GLOBAL. As a requirement for sole source pricing, the public notice has been posted to the Town's website.

Enclosed is a copy of the Agreements and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The adopted budget for FY21-22 allocated in the Causeway Fund (5415) \$20,000 for Electrical Charging Stations and \$300,000 for Alternative Energy Improvement.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project # (s)	Amount Budgeted
Electrical Charging Stations	03/09/2022	\$20,000	401.5415.400063.000	BHI-217	\$20,000
Alternative Energy Improvement	03/09/2022	\$239,130.74	401.5415.400063.000	BHI-217	\$300,000

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

ATTACHMENTS

1.	BEAM Global & Town of Bay Harbor Islands - 97th st.
2.	BEAM Global & Town of Bay Harbor Islands - 103rd st.
3.	BEAM Global & Town of Bay Harbor Islands - 95th St Parking garage
4.	Attachment_3_Mfg_Warranty_Ops_
5.	Attachment_2_Product_Description



Beam EV ARC™ Proposal via CA DGS Contract #1-18-61-16

Customer Details

Created Date	2/16/2022	Title	Town Engineer
Customer Name	Town of Bay Harbor Islands	Email	jcustodio@bayharborislands-fl.gov
Contact Name	Jose Custodio	Phone	786-641-3428

Billing and Shipping

Bill To Name	Town of Bay Harbor Islands	Ship To Name	Town of Bay Harbor Islands
Bill To	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154 United States	Ship To	1185 97th Street Bay Harbor Islands, FL 33154 United States

Your Clean Mobility Expert

Prepared By	Ryan Ogan	Phone	(925) 383-0869
Email	ryan.ogan@beamforall.com		

EV ARC™ 2020 Product Description

The patented EV ARC™ 2020 is the world's first and only fully autonomous, transportable, solar-powered electric vehicle charging system. Designed, engineered and manufactured in the U.S., the EV ARC™ 2020 measures 7.5' X 18' at the base and fits inside a standard parking space without reducing available parking while being ADA compliant.

EV ARC™ 2020 systems are capable of generating and storing enough clean, solar electricity to charge up to 265 e miles in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative power. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from ICE vehicles and electric vehicles powered from the utility grid.

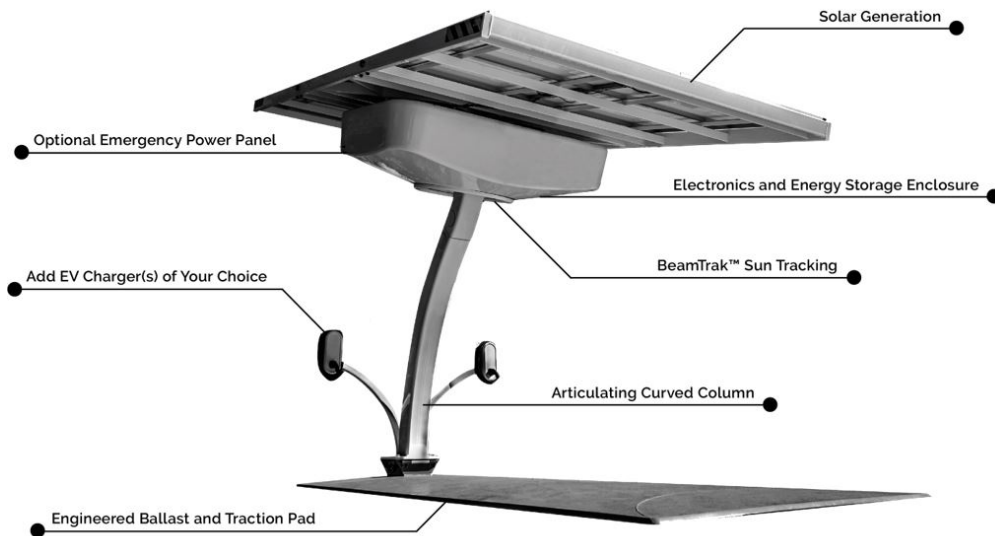
The EV ARC™ 2020 is deployed in minutes and has not required any kind of permitting in the over 100 jurisdictions which are currently benefitting from it. It is deployed without any construction or electrical work and does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill or fail to operate because of a black out or other utility grid failure. It's no wonder that Google, the City of New York, the State of California and many others across the U.S. and internationally trust the EV ARC™ product line to charge their electric vehicles.



Your EV ARC™ 2020 is an American-made product and will be fabricated in our San Diego, California facility.



EV ARC™ 2020 Diagram





EV ARC™ 2020 Pricing

Product	Product Code	Product Description	Quantity	List Price	Total Price
EV ARC™ with ChargePoint Dual Port J-1772 Plugs	ARC-CP4023	4.3kW solar array, BeamTrak™, 22kWh (expandable) battery storage with ChargePoint CT4023-GW1, dual-plug derated Level 2 smart/networked charging station. CLIN #2, includes 2% CA DGS Contract discount.	1.00	\$65,022.02	\$65,022.02
Additional Battery Pack	ABP	Increases energy storage in 8 kWh increments. CLIN #13, includes 2% CA DGS Contract discount.	2.00	\$4,910.78	\$9,821.56
Warranty (1 Year)		Manufacturer Warranty - First 12 months included	1.00	\$0.00	\$0.00
RMMS (1 Year)	RMMS	Remote Monitoring and Management System: 4G LTE wireless, BeamTrak™ tracking technology, unit monitoring. First 12 months included with purchase. Auto-renew option available. CLIN #18, includes CA DGS Contract discount.	1.00	\$360.00	\$0.00
RMMS (1 Year)	RMMS	Remote Monitoring and Management System: 4G LTE wireless, BeamTrak™ tracking technology, unit monitoring. First 12 months included with purchase. Auto-renew option available. CLIN #18, includes CA DGS Contract discount.	5.00	\$360.00	\$1,800.00

Totals

Shipping and Handling is FOB Destination and includes:
 - Beam Team performing un-load / un-stow of equipment
 - Return shipping of support equipment
 Please have a 15K capacity forklift onsite upon delivery

Total Price	\$76,643.58
Shipping and Handling	\$9,733.00
Grand Total	\$86,376.58
Expiration Date	3/31/2022

Notes (5) additional years of RMMS for a total of (6) yrs of RMMS.

Shipping and Handling amount applies when deploying 3 units at the same time and in proximity to each other.

Total shipping & Handling: \$29,200 for 3 units.

Applicable sales tax will be billed upon invoicing
Payment Terms: Net 30 days

California DGS Contract Link

https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-18-61-16



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Bill To	9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154 United States	Ship To	1100 103rd Street Bay Harbor Islands, FL 33154 United States

Your Clean Mobility Expert

Prepared By	Ryan Ogan	Phone	(925) 383-0869
Email	ryan.ogan@beamforall.com		

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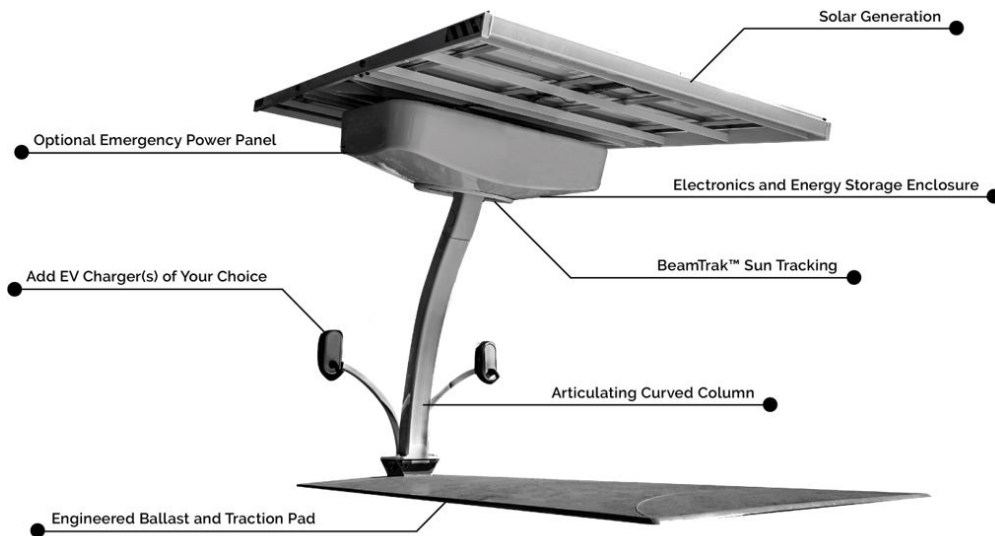
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Prepared By	Ryan Ogan	Phone	(925) 383-0869
Email	ryan.ogan@beamforall.com		

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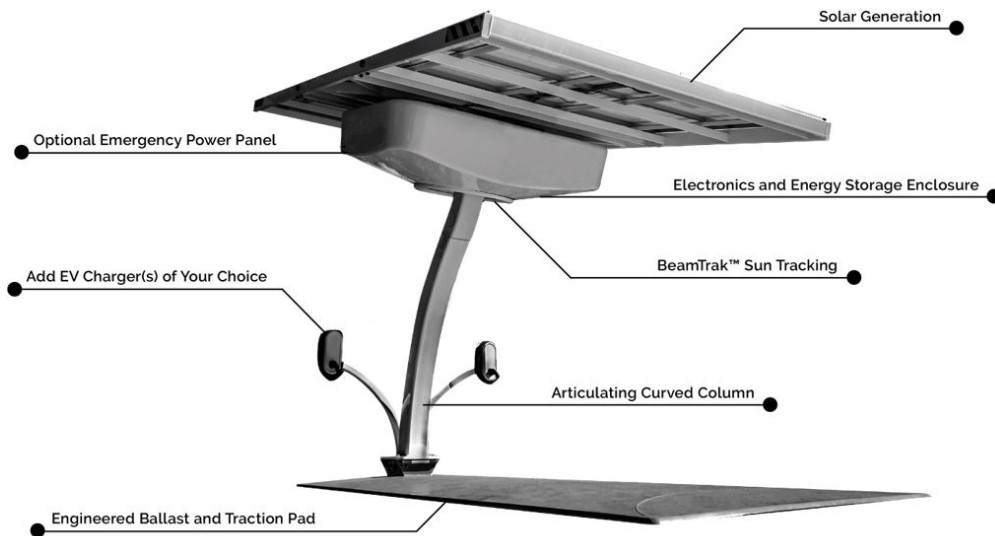
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EV ARC™

Autonomous Renewable Charger



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WARRANTY

EV ARC™ Solar Charging Station

for_____.

Envision Solar hereby warrants EV ARC™, transportable solar EV charging station(s) sold by it, to be free from defects in material and workmanship. Standard warranty for EV ARC™ is **12 months** (1 year). Additionally, all major component manufacturer's warranties are passed through to customer.

Envision Solar's Responsibilities: If a defect in material or workmanship is found during the standard warranty period or extended warranty if applicable, Envision Solar will repair or replace our Work.

Limitations: Envision Solar is not responsible for - failures resulting from any use or installation which Envision Solar judges improper. Failures resulting from attachments, accessory items and parts not sold or approved by Envision Solar - failures resulting from abuse, neglect and/or improper repair. Failures resulting from user's delay in making the product unavailable after being notified of a potential product problem. Failures resulting from unauthorized repairs or adjustments. Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the offering.

Envision Solar further agrees, after being given timely notice of a warrantable failure and promptly making the product available for repair will respond in a reasonable period of time and commence with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work within a period of time stipulated in writing.

Date: 6.18.18

Signed:

A handwritten signature in blue ink, appearing to read "Desmond Wheatley", is written over a horizontal line.

Desmond Wheatley – CEO
Envision Solar International

**EV ARC™****COMPONENT MANUFACTURER WARRANTY**

UL / ETL listed components:

- Inverter – 5-year limited warranty
- PV Modules – 25-year linear warranty
- Batteries – 2-year warranty. Expected lifespan 5000 cycles.
[Estimated lifespan 8-12 years, depending on usage]
- Wireless Communications (Pro CDMA/EVDO Router) – 3-year product warranty
- EnvisionTrak™ Slew Drives – 1-year limited warranty (non-transferable; we assume this under our product warranty)
- EnvisionTrak™ motors – 1-year limited warranty
- EnvisionTrak™ – 1-year limited warranty
- Lighting – 1-year limited warranty
- DC-DC Converter – 2-year limited warranty



EV ARC™

OPERATIONS & MAINTENANCE

Monitoring & Operations Plan:

Wireless communications & 24/7 State-of-Health monitoring.

Each EV ARC™ unit is equipped with a wireless 4G lte CDMA/EVDO router on the Verizon network.

The Inverter (Outback MATE3) is networked and can be accessed remotely over the web. This provides “state of health” monitoring of the battery charging system, providing real-time status of PV, battery charge, and inverter operation.

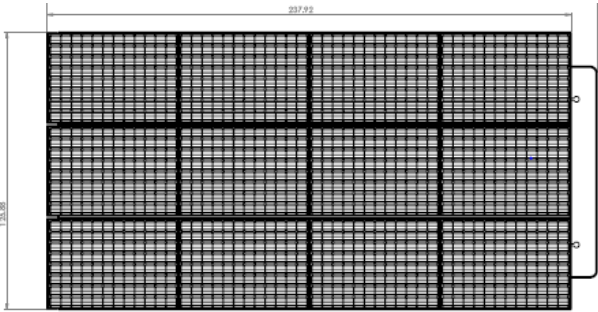
EnvisionTrak™ patented sun-tracking technology is a networked system and can be accessed and controlled remotely over the web. This system will allow purchaser to view or manage information about the tracking system remotely, and allow us to see the canopy’s position in real time, send commands to the controller, and generates warnings, alerts, and notifications of system operation. Nearly all troubleshooting (if needed) can be done remotely.

Annual Maintenance:

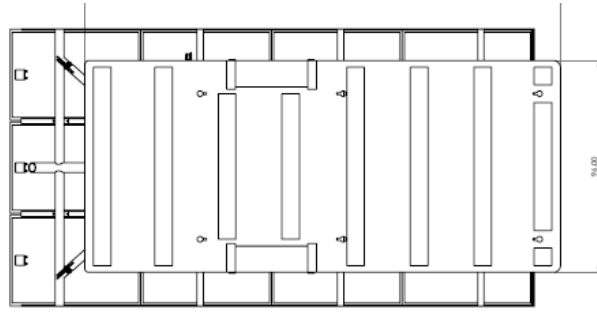
1. PV panel cleaning (1 hr)
2. Grease slew drives & check calibration of EnvisionTrak™ (45 min.)
3. Check battery charging systems (30 min.)
4. Check settings and performance of inverter (30 min.)
5. Inspect and confirm operation of EV charger (30 min.)
6. Check overall condition of structure (15 min.)

Total time - 3.5 hours

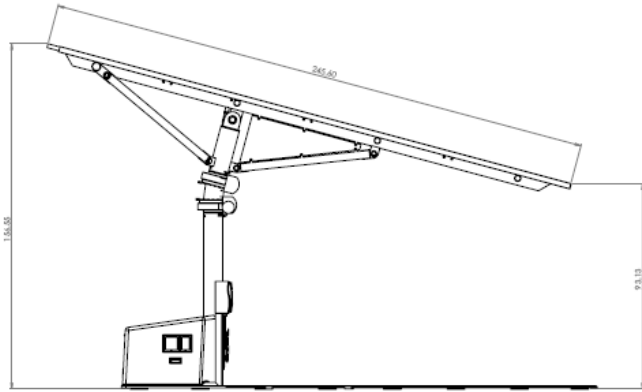
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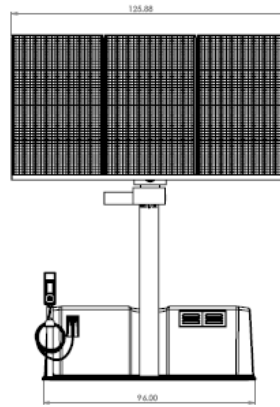
TOP VIEW
SCALE 1:20



BOTTOM VIEW
SCALE 1:20



LEFT SIDE VIEW
SCALE 1:20



FRONT VIEW
SCALE 1:20

ENVISION SOLAR	
ENVISION SOLAR INTERNATIONAL, INC.	
10000 WILLOW CREEK DRIVE, SUITE 100	
SAN DIEGO, CA 92121	
www.envision-solar.com	
REVISIONS AND COMMENTS	
NO.	DATE
1	01/15/2014
2	01/15/2014
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7	01/15/2014
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99	01/15/2014
100	01/15/2014

NO.	DATE	DESCRIPTION
1	01/15/2014	INITIAL DESIGN
2	01/15/2014	REVISIONS
3	01/15/2014	REVISIONS
4	01/15/2014	REVISIONS
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Envision - EV Autonomous Renewal Charger**1.0 SCOPE**

This product description is for a turn-key Envision EV Autonomous Renewal Charger (EV ARC), a fully self-contained, transportable solar-powered (photovoltaic), EV charging station.

2.0 DESCRIPTIONS

The EV ARC includes all hardware and software required for a fully functional, portable, solar-powered EV charging system.

2.1 Standard Features

- a. Transportable
- b. Ballasted Pad (no foundation or trenching)
- c. Fits into a single parking space 9'x18' in dimensions
- d. Rated to survive 110mph winds
- e. 7.5' standard minimum clearance
- f. On board battery storage

2.2 Photovoltaic Array system

The photovoltaic (PV) array consists of:

- a. Photovoltaic (solar) panels - to absorb and directly convert sunlight into electricity
- b. Solar inverter - to change the electrical current from DC to AC
- c. Solar tracking system - to improve the system's overall performance
- d. Photovoltaic Array Module
- e. Mounting, cabling and other electrical accessories

2.3 Charging Stations

The charging stations:

- Include a cord management system (cord hanger, automatic retraction, etc.)
- Port Options:
 - o L1/L2 - SAE J1772
 - o DCFC – SAE CCS and/or CHAdeMo
 - o Outlets - 5-20R
- Smart (networked/OCPP 1.5 or later) and/or Basic (not-networked)
- ADA Compliant

3.0 Optional Services**3.1 Network Services**

Configure and activate (minimum 12 months) the smart charger to connect to a network provider (i.e. Chargepoint, EV Connect, OP Connect, etc.).

3.2 **Point of Sale (POS) and Payment Processing Services**

Provision the smart charger to provide POS capability that accepts payment by credit card, debit card and/or smartphone. The POS would be certified to one or both of the State's EPAY Master Service Agreement contractors for card processing.

Configure and activate (minimum 12 months) the smart charger payment processing to utilize a State selected contractor from the State's EPAY Master Service Agreement.

3.3 **Wireless Telemetry**

Can configure and activate (minimum 12 months) the EV ARC wireless telemetry capability to allow the State to monitor, access and control the system remotely via the web. Capabilities can include:

- Monitoring of the battery charging system
- Monitoring/controlling the canopy system
- Standard reporting

4.0 **Miscellaneous Requirements**

4.1 **Manual**

Provide User/Operator manual with each unit delivered.

4.2 **Basic Training**

Provides a basic operational training with each unit delivered.

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 6.

ITEM: Consideration and Approval to piggyback off the Sourcewell Awarded Contract with David Mancini & Sons, Inc. for General Construction in the amount of \$296,393.98 for the installation of eight (8) inline check valves to reduce flooding caused by the King Tides on the West Island, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

DESCRIPTION:

During the months from September to January of every year, the Town experiences Sunny-Day flooding caused by the King Tides, sea level rise and normal high tide events. This type of flooding within the Town streets comes from the stormwater outfalls and through the inlets at the street corners. The flooding level on the street is a reflection of the sea level at that given point. Once the area gets flooded through the inlets, the only thing the Town staff can do is wait until the tide goes back to normal level. This brackish water (more saline than fresh water) from the Bay affects private property like vehicles, lawns, etc.

The inline check valves to be installed on some locations of the West Island will prevent brackish water from the Biscayne Bay getting through the existing inlets on the streets. This technology will only allow stormwater to go from the streets, to the inlets to the Biscayne Bay, and not the other way around. These valves are low maintenance and installation can be performed from the stormwater inlets on the Town's Right-of-Way and not from the outfalls in the Bay. The components of the valves are stainless steel and polyethylene to prevent damages from our corrosive environment.

The proposed locations on the West Island are; East Broadview Drive with 94th Street, 95th Street, 101st Street and 103rd Street and West Broadview Drive with 97th Street, 99th Street, 101st Street and 103rd Street.

Staff recommends that the Town piggyback off the Sourcewell Awarded Contract with David Mancini & Sons, Inc. for General Construction pursuant to Section 2-1.2(6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

Enclosed is a copy of the Agreements and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

As part of the FY21-22 Stormwater Budget, \$100,000 were allocated to Stormwater Improvements. In addition, there is a \$210,000 carryforward from FY20-21 for Stormwater Capital Outlay that were budgeted in Budget Amendment No 2 last year.

BUDGET IMPACT:

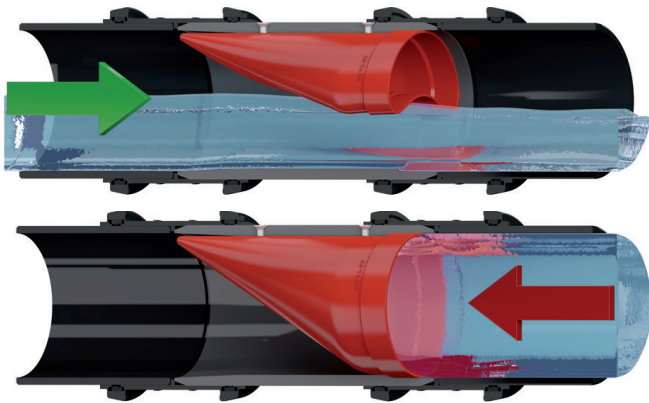
Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Stormwater Improvement	03/09/2022	\$296,393.98	406.5380.400063.000	TBD	\$310,000

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

ATTACHMENTS

1.	wastop_usa_eng_2021.1
2.	Contract
3.	Annual Renewal FL-NEA-GC07-041019-DMS 2021
4.	WOP# 101252.00

WASTOP® INLINE CHECK VALVE



We all know someone who has been affected by it. We see it, feel it and experience it. Climate change and rising sea levels are affecting us all. Through the innovation of WaStop Inline Check Valve, we at Wapro have prevented thousands of floods worldwide.

In order to protect against flooding, we at Wapro have engineered the WaStop to ensure the lowest possible opening pressure whilst maintaining the best possible seal against backflow. This, combined with the lowest headloss available, gives the most efficient flow conditions, ensuring the fastest evacuation of water. An essential quality of check valves used to protect people and property. WaStop protects.

THE BENEFITS OF WASTOP®

- Easy installation saving on construction & installation costs
- Superior construction materials
- Lowest headloss amongst inline check valves
- Low life cycle cost
- No moving parts - virtually maintenance-free
- Many dimensions 3" - 80" std & non-standard pipes
- Stops liquids, gases, odors, insects and small animals
- Stops backflow effectively even in low flow events

APPLICATIONS - WASTE WATER, SURFACE WATER, TIDAL AREAS

We at Wapro know that any solution for flood prevention or odor control needs to function. Simply, effectively. That's why, when we invented the WaStop inline check valve in 2000 we had one thought in mind. Instant automatic protection. Working on differential pressure the WaStop functions autonomously, without human interaction, without electricity, without constant maintenance. It just works.

To invent the best inline check valve on the market our engineers went one step further. We also thought about the different parts of the process and who would be affected by the design of the valve. With function at the forefront of their minds, our engineers developed a valve that works in stormwater, sewer, odor applications, as well as ensuring coverage of existing pipes sizes to enable retro-fitting with ease. We cover all sizes of pipes, all shapes, from 3" - 80". As standard. Off the shelf in most cases, for fast delivery. We keep a stock to ensure the contractor and end user can keep time and costs to a minimum.





BENEFITS OF SUPERIOR CONSTRUCTION

WaStop is designed to provide asset and property owners' peace of mind. Simply the most reliable, high quality inline check valve in existence.

HOUSING & SEAL

- Thin stainless housing
- Perfect function regardless of the existing pipe quality
- Peace of mind knowing the seal is 100% tight
- Low life-cycle cost
- Lower energy costs
- Quick, easy installation

DOUBLE COLLARS

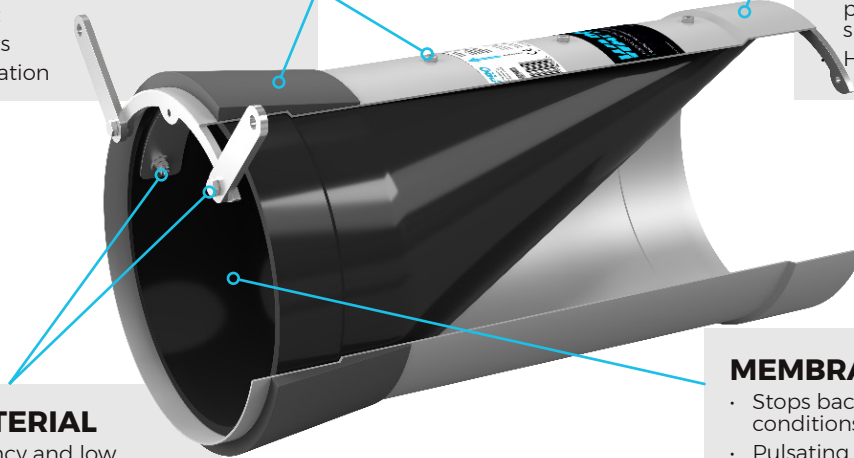
- Fast deliveries
- Easy installation for inlet or outlet installation
- Reduces costs by having one product for multiple installations situations
- Helps you meet your budget

FIXATION MATERIAL

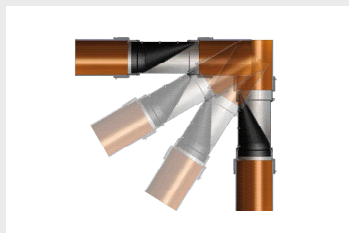
- Long life expectancy and low life-cycle cost with high quality materials
- Peace of mind - engineered product that exceeds expectations

MEMBRANE

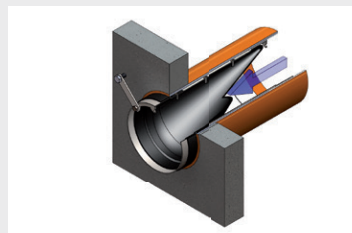
- Stops backflow effectively even in low flow conditions
- Pulsating flow reduces sedimentation up and downstream
- Extremely low headloss
- Low maintenance costs
- Memory membrane - doesn't sag



THE VERSATILITY OF WASTOP®



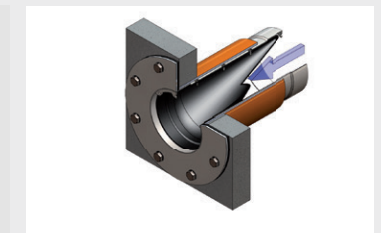
INLINE INSTALLATION



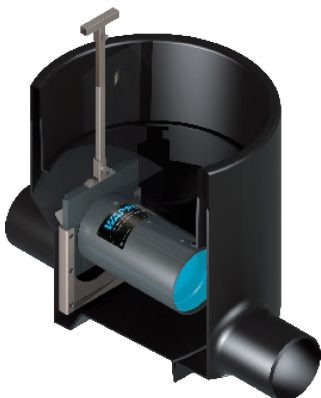
CHAMBER INSTALLATION



OUTLET INSTALLATION



FLANGE INSTALLATION



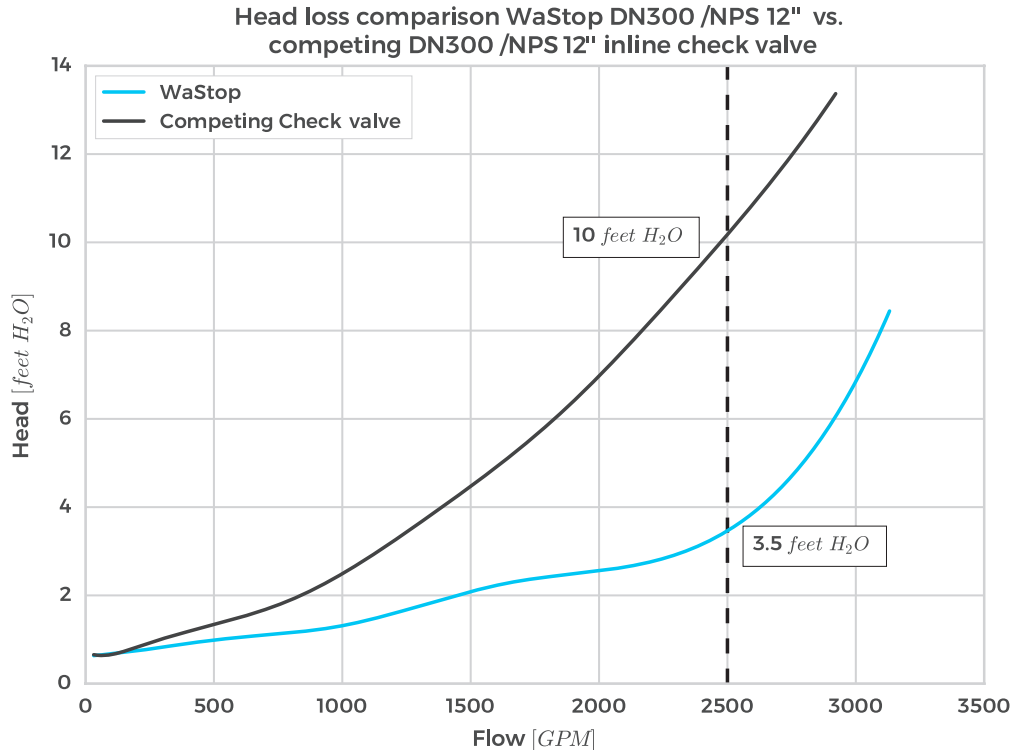
WASTOP® PRE-INSTALLED IN AN ACCESS CHAMBER

The WaAccess Chamber provides you with peace of mind. Once installed the WaAccess chamber provides complete protection against backflow in the sewer or combined sewer network. One ingenious product protects your basement or property from flooding caused by an overload or surcharge in the sewer system.

- Easy access from ground level
- Easy to inspect - simply lift manhole cover and pull up the WaStop module
- Delivered complete - inspection chamber and check valve in one

LOW HEAD LOSS IS ESSENTIAL

Comparing head loss data is difficult as the test procedure is rarely presented and there are multiple ways of altering data. However, the test results shown below were conducted in the same facility with the same reference points etc. are comparable. The test result shows that the **WaStop has 65% lower head loss** than a competing inline check valve at flow 2500 GPM. Both valves were tested in the same open air scenario.

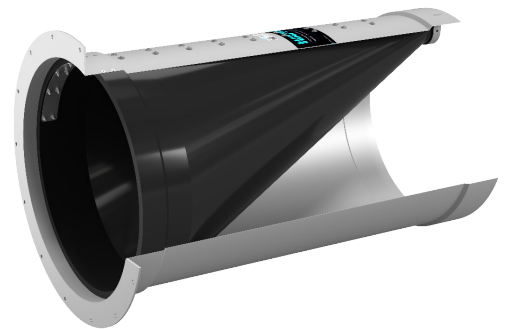


THE WIDEST RANGE OF SIZES TO SUIT ALL PIPES

We at Wapro know that there is a wide range of pipes available on the market, and that these pipes aren't always perfect. To ensure the valve we provide to you with fits perfectly and protects 100% we're engineered the guess work out of it.

Keeping in line with our customer promise of common sense and simplicity, we have developed a standard range of WaStop from NPS 3" - 80". On top of this we have a Superior Fit Seal to ensure there is no leakage between the existing pipe and the WaStop Inline Check Valve. We designed this seal to not only create the perfect fit, but also to ensure quick easy installation. Time is money.

All sizes are available in short versions or with flanges and can be customized to suit your needs. All WaStop standard valves are reversible for inlet or outlet installation and are able to be used vertically as well as horizontally.



WAPRO

WASTOP STANDARD RANGE DIMENSIONS

Long life-cycle is part of our DNA. It's part of our values. With this in mind we use the right materials for the right application. Stainless steel AISI 304 (EN1.4301) and AISI 316L (EN1.4404), and PVC/PE, along with a membrane material suited to the application.

WASTOP STANDARD - 304/316 STAINLESS STEEL

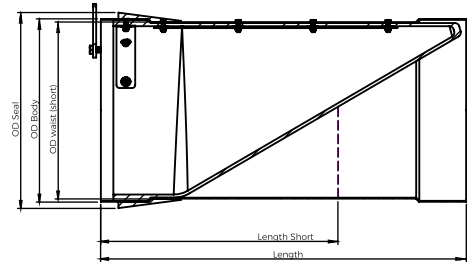
Model*	NPS	Length	Length (Short**)	OD seal	OD body	OD waist (OD Short)	Opening pressure standard***	Closing pressure standard	Weight
	[in]	[in]	[in]	[in]	[in]	[in]	[inH ₂ O]	[inH ₂ O]	[lbs]
WS97	4	8.3	6.3	4.0	3.8	3.7	7	3	1.5
WS101	4	8.5	6.5	4.1	3.9	3.8	7	2	1.8
WS116	5	9.1	6.3	4.7	4.5	4.4	10	4	2.0
WS146	6	11.8	7.9	6.3	5.7	5.5	9	3	5.2
WS183	8	15.2	10.6	7.9	7.1	6.8	10	5	9.3
WS193	8	15.6	10.8	8.3	7.5	7.2	8	4	10
WS215	9	17.7	11.8	9.3	8.5	8.1	9	5	12
WS230	10	18.9	12.6	9.8	9.1	8.7	8	5	14
WS240	10	20.5	13.8	10.2	9.4	9.1	7	4	15
WS265	11	21.7	14.4	11.2	10.4	10.1	7.1	4.7	22
WS290	12	23.6	15.7	12.2	11.4	11.0	9	6	22
WS340	14	27.6	19.7	13.9	13.4	12.9	14	9	40
WS370	15	28.7	19.7	15.5	14.6	14.1	9	6	44
WS390	16	29.5	19.7	16.3	15.4	14.9	12	7	53
WS440	18	33.1	22.0	18.4	17.4	17.0	8	6	62
WS490	20	35.4	23.6	19.9	19.3	18.7	11	7	64
WS515	21	34.9	25.6	21.2	20.3	19.6	10.4	6.5	83.8
WS590	24	47.2	31.5	24.1	23.1	22.3	15	9	106
WS690	28	51.2	34.3	28.1	27.2	26.4	11	7	139
WS750	30	55.1	37.4	30.3	29.5	28.6	15	9	165
WS790	32	59.1	39.4	32.3	31.1	30.2	14	9	194
WS885	36	66.9	-	36.4	34.8	33.7	16	11	256
WS985	40	70.9	-	40.4	38.8	37.6	15	10	311
WS1040	42	78.7	-	-	40.9	-	13.8	8.7	487
WS1185	48	88.6	-	-	46.7	45.5	18	11	639
WS1385	56	102.4	-	-	54.5	53.1	21	14	970
WS1485	60	110.2	-	-	58.5	56.7	24	15	1415
WS1585	64	118.1	-	-	62.4	60.7	24	15	1543
WS1785	72	122.0	-	-	70.3	-	26	17	2028

*We have a standard set of sizes which can be customized, easily, to suit any application. Flanges on inlet, outlet or somewhere in between are all easily available. Quickly. **Customized extra short valves are available. *** Open air. Standard membrane. Lower and higher opening pressures available.

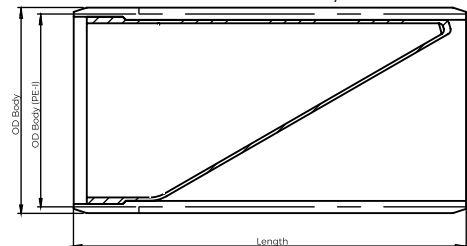
WASTOP STANDARD - PVC/PE

Model	NPS	L	OD body	Opening pressure standard	Closing pressure standard	Weight
	[in]	[in]	[in]	[inH ₂ O]	[inH ₂ O]	[lbs]
WS75PVC	3	4.9	3.0	7	3	0.6
WS110PVC	4	8.3	4.3	8	2	1.9
WS125PVC	5	9.4	4.9	7	3	2.6
WS160PVC	6	12.2	6.3	9	3	4.7
WS200PVC	8	15.7	7.9	7	4	9.0
WS250PE	10	18.9	9.8	9	5	14
WS250PE-I	10	18.9	9.3	9	6	10
WS315PE	12	23.6	12.4	9	6	28
WS315PE-I	12	23.6	11.6	9	7	18

WASTOP STANDARD - STAINLESS



WASTOP STANDARD - PVC/PE



WAPRO

www.wapro.com



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL-NEA-GC07-041019

GEOGRAPHIC AREA: Northeast Florida Area

This Agreement dated May 1, 2019, by and between Sourcewell (Formerly NJPA) and

David Mancini and Sons, Inc. at the following address, 2601 Wiles Road

Pompano Beach, FL 33073 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications, Book 5-Invitation for Bid Forms) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQ.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQ.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of

Work within the Purchase Order Completion Time for the Purchase Order Price.

- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.4595.

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.1892.

(Specify to four (4) decimal places)

- c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2973.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for two (2) additional terms. The total term of the Agreement cannot exceed three (3) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original three-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period

may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the

prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

Sourcewell

DocuSigned by:


C0FD2A139D06489...

Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO

Print Name

Contractor

DocuSigned by:


43A8067DD734480...

Authorized Signature

David Mancini-President

Print Name

Contract Number: FL-NEA-GC07-041019-DMS (assigned by Sourcewell)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

David Mancini & Sons, Inc.
2601 Wiles Rd
Pompano Beach, FL 33073

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB FL-NEA-GC07-041019-DMS" with an effective date of May 1, 2019, a maturity date of April 30, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: SECOND RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Base Average
11115.2983

Option Year		
	Date	Index
1	March 2020	11396.97
2	April 2020	11412.67
3	May 2020	11418.16
4	June 2020	11436.23
5	July 2020	11439.11
6	August 2020	11455.26
7	September 2020	11498.81
8	October 2020	11538.93
9	November 2020	11579.02
10	December 2020	11625.95
11	January 2021	11627.94
12	February 2021	11698.79

Option Average
11510.6533

Price Adjustment: $\frac{\text{Second Year Index Average}}{\text{Base Year Index Average}} = \frac{11510.6533}{11115.2983} = 1.0356$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# FL-NEA-GC07-041019-DMS					
Non-prepriced	1.2973		1.0000		1.2973
Normal Working Hours Prevailing Wage	1.4595		1.0356		1.5115
Other Than Normal Working Hours Prevailing Wage	2.1892		1.0356		2.2671

Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of May 1, 2021 through April 30, 2022.

Sourcewell

By:

DocuSigned by:

Jeremy Schwartz

COFD2A139D06489...

, Its: Director of Cooperative Contracts and Procurement/CPO
Name printed or typed: Jeremy Schwartz
Date: 4/1/2021 | 3:24 PM CDT

David Mancini & Sons, Inc. - #FL-NEA-GC07-041019-DMS

By:

DocuSigned by:

David Mancini Jr.

0171FB59EFCE4CB

, Its: VP
Name printed or typed: David Mancini Jr.
Date: 4/1/2021 | 11:36 AM PDT

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: , Date:



Work Order Signature Document

EZIQC Contract No.: FL-NEA-GC07-041019-DMS

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 101252.00

Work Order Date: 01/20/2022

Work Order Title: TOBH - Tidal Valves Installation Phase 1

Owner Name: Town of Bay Harbor Islands

Contractor Name: David Mancini & Sons, Inc.

Contact: Jose Custodio

Contact: David Mancini

Phone: 305-455-7275

Phone: 754-264-9594

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-NEA-GC07-041019-DMS.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$296,393.98

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date



Detailed Scope of Work

To: David Mancini
David Mancini & Sons, Inc.
2601 Wiles Rd
Pompano Beach, FL 33073
754-264-9594

From: Jose Custodio
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Town of Bay Harbor Islands, FL 33154
305-455-7275

Date Printed: January 20, 2022

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached Scope of Work.

Subject to the terms and conditions of JOC Contract **FL-NEA-GC07-041019-DMS**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: January 20, 2022

Re: IQC Master Contract #: FL-NEA-GC07-041019-DMS
Work Order #: 101252.00
Owner PO #:
Title: TOBH - Tidal Valves Installation Phase 1
Contractor: David Mancini & Sons, Inc.
Proposal Value: \$296,393.98

101 ST & NORTH OF WEST BROADVIEW DRIVE	\$26,039.86
101 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE	\$26,039.86
103 ST & NORTH OF WEST BROADVIEW DRIVE	\$26,039.86
103 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE	\$26,039.86
94 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE	\$26,039.86
95 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE	\$26,039.86
97 ST & NORTH OF WEST BROADVIEW DRIVE	\$26,039.86
99 ST & NORTH OF WEST BROADVIEW DRIVE	\$26,039.86
ALLOWANCE - BAY HARBOR OFF DUTY POLICE OFFICERS	\$34,077.12
PAYMENT & PERFORMANCE BOND	\$3,190.00
TIDAL VALVES	\$50,807.98
Proposal Total	\$296,393.98

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 17.14%

Contractor's Price Proposal - Detail

Date: January 20, 2022

Re: IQC Master Contract #: FL-NEA-GC07-041019-DMS
 Work Order #: 101252.00
 Owner PO #:
 Title: TOBH - Tidal Valves Installation Phase 1
 Contractor: David Mancini & Sons, Inc.
 Proposal Value: \$296,393.98

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
101 ST & NORTH OF WEST BROADVIEW DRIVE					
1	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$9,659.57
			Installation	Quantity 224.00 x Unit Price 28.53 x Factor 1.5115 = Total 9,659.57	
				4 laborers x 8 hrs x 7 days	
2	01 22 20 00 0039		HR	Class I DiverFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,397.25
			Installation	Quantity 40.00 x Unit Price 56.19 x Factor 1.5115 = Total 3,397.25	
				8 hrs x 5 days	
3	01 22 23 00 0133		WK	185 CFM Diesel Powered Portable Air Compressor	\$642.15
			Installation	Quantity 1.00 x Unit Price 424.84 x Factor 1.5115 = Total 642.15	
4	01 22 23 00 0418		WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator	\$3,935.86
			Installation	Quantity 1.00 x Unit Price 2,603.94 x Factor 1.5115 = Total 3,935.86	
5	01 22 23 00 0662		WK	5 KW, 11 HP Gas Powered Generator Set	\$354.93
			Installation	Quantity 1.00 x Unit Price 234.82 x Factor 1.5115 = Total 354.93	
6	01 22 23 00 0872		WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly	\$171.62
			Installation	Quantity 1.00 x Unit Price 113.54 x Factor 1.5115 = Total 171.62	
7	01 22 23 00 1071		WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump	\$598.57
			Installation	Quantity 1.00 x Unit Price 396.01 x Factor 1.5115 = Total 598.57	
8	01 22 23 00 1392		WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver	\$4,478.95
			Installation	Quantity 1.00 x Unit Price 2,963.25 x Factor 1.5115 = Total 4,478.95	
9	01 22 23 00 1392 0039		MOD	For Equipment Without Operator, Deduct	-\$3,236.71
			Installation	Quantity 1.00 x Unit Price -2,141.39 x Factor 1.5115 = Total -3,236.71	
10	01 55 26 00 0044		WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side	\$153.63
			Installation	Quantity 14.00 x Unit Price 7.26 x Factor 1.5115 = Total 153.63	
11	01 55 26 00 0126		EA	Place And Remove Portable Sign And Stand From Roadside	\$146.65
			Installation	Quantity 98.00 x Unit Price 0.99 x Factor 1.5115 = Total 146.65	
				10 barricades plus 4 signs per day= 14/day x 7 days	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

101 ST & NORTH OF WEST BROADVIEW DRIVE

12	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$970.08
			Quantity		Unit Price		Factor		Total
		Installation	1.00	x	641.80	x	1.5115	=	970.08
		Mobilization (Backhoe)							
13	04 05 13 26 0017	CF	Modified Portland Cement (Type II)						\$25.53
			Quantity		Unit Price		Factor		Total
		Installation	3.00	x	5.63	x	1.5115	=	25.53
		3 bags per manhole structure (each bag is 1 cf)							
14	04 21 13 00 0006	SF	Economy Size Brick, Red, Running BondEconomy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)						\$57.27
			Quantity		Unit Price		Factor		Total
		Installation	3.00	x	12.63	x	1.5115	=	57.27
		3 sf per valve							
15	05 05 19 00 0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$40.90
			Quantity		Unit Price		Factor		Total
		Installation	3.00	x	9.02	x	1.5115	=	40.90
16	33 01 30 11 0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or CulvertCrawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).						\$1,182.39
			Quantity		Unit Price		Factor		Total
		Installation	1.00	x	782.26	x	1.5115	=	1,182.39
17	33 01 30 11 0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation PhaseCCTV inspection of pipe interior.						\$210.10
			Quantity		Unit Price		Factor		Total
		Installation	100.00	x	1.39	x	1.5115	=	210.10
18	33 01 30 41 0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning						\$1,799.26
			Quantity		Unit Price		Factor		Total
		Installation	1.00	x	1,190.38	x	1.5115	=	1,799.26
19	33 01 30 41 0025	LF	Jet Cleaning Of Culvert, 0-250 LF						\$1,118.51
			Quantity		Unit Price		Factor		Total
		Installation	100.00	x	7.40	x	1.5115	=	1,118.51
20	33 01 30 51 0218	EA	12" Bladder Type Pipe Plug						\$333.35
			Quantity		Unit Price		Factor		Total
		Installation	2.00	x	110.27	x	1.5115	=	333.35

Subtotal for 101 ST & NORTH OF WEST BROADVIEW DRIVE

\$26,039.86

101 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

21	01 22 20 00 0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$9,659.57
			Quantity		Unit Price		Factor		Total
		Installation	224.00	x	28.53	x	1.5115	=	9,659.57
		4 laborers x 8 hrs x 7 days							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

101 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

22	01 22 20 00 0039	HR	Class I DiverFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$3,397.25
			Installation	Quantity		Unit Price		Factor	Total
				40.00	x	56.19	x	1.5115	= 3,397.25
			8 hrs x 5 days						
23	01 22 23 00 0133	WK	185 CFM Diesel Powered Portable Air Compressor						\$642.15
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	424.84	x	1.5115	= 642.15
24	01 22 23 00 0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator						\$3,935.86
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	2,603.94	x	1.5115	= 3,935.86
25	01 22 23 00 0662	WK	5 KW, 11 HP Gas Powered Generator Set						\$354.93
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	234.82	x	1.5115	= 354.93
26	01 22 23 00 0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly						\$171.62
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	113.54	x	1.5115	= 171.62
27	01 22 23 00 1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump						\$598.57
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	396.01	x	1.5115	= 598.57
28	01 22 23 00 1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver						\$4,478.95
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	2,963.25	x	1.5115	= 4,478.95
29	01 22 23 00 1392 0039	MOD	For Equipment Without Operator, Deduct						-\$3,236.71
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	-2,141.39	x	1.5115	= -3,236.71
30	01 55 26 00 0044	WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side						\$153.63
			Installation	Quantity		Unit Price		Factor	Total
				14.00	x	7.26	x	1.5115	= 153.63
31	01 55 26 00 0126	EA	Place And Remove Portable Sign And Stand From Roadside						\$146.65
			Installation	Quantity		Unit Price		Factor	Total
				98.00	x	0.99	x	1.5115	= 146.65
			10 barricades plus 4 signs per day= 14/day x 7 days						
32	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$970.08
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	641.80	x	1.5115	= 970.08
			Mobilization (Backhoe)						
33	04 05 13 26 0017	CF	Modified Portland Cement (Type II)						\$25.53
			Installation	Quantity		Unit Price		Factor	Total
				3.00	x	5.63	x	1.5115	= 25.53
			3 bags per manhole structure (each bag is 1 cf)						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

101 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

34	04	21	13	00	0006	SF	Economy Size Brick, Red, Running Bond	Economy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)							\$57.27
						Installation	Quantity	Unit Price	Factor	=	Total				
							3.00	12.63	x	1.5115		57.27			
							3 sf per valve								
35	05	05	19	00	0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt								\$40.90
						Installation	Quantity	Unit Price	Factor	=	Total				
							3.00	9.02	x	1.5115		40.90			
36	33	01	30	11	0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or Culvert	Crawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).							\$1,182.39
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	782.26	x	1.5115		1,182.39			
37	33	01	30	11	0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation Phase	CCTV inspection of pipe interior.							\$210.10
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	1.39	x	1.5115		210.10			
38	33	01	30	41	0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning								\$1,799.26
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	1,190.38	x	1.5115		1,799.26			
39	33	01	30	41	0025	LF	Jet Cleaning Of Culvert, 0-250 LF								\$1,118.51
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	7.40	x	1.5115		1,118.51			
40	33	01	30	51	0218	EA	12" Bladder Type Pipe Plug								\$333.35
						Installation	Quantity	Unit Price	Factor	=	Total				
							2.00	110.27	x	1.5115		333.35			

Subtotal for 101 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

\$26,039.86

103 ST & NORTH OF WEST BROADVIEW DRIVE

41	01	22	20	00	0015	HR	Laborer	For tasks not included in the Construction Task Catalog® and as directed by owner only.							\$9,659.57
						Installation	Quantity	Unit Price	Factor	=	Total				
							224.00	28.53	x	1.5115		9,659.57			
							4 laborers x 8 hrs x 7 days								
42	01	22	20	00	0039	HR	Class I Diver	For tasks not included in the Construction Task Catalog® and as directed by owner only.							\$3,397.25
						Installation	Quantity	Unit Price	Factor	=	Total				
							40.00	56.19	x	1.5115		3,397.25			
							8 hrs x 5 days								
43	01	22	23	00	0133	WK	185 CFM Diesel Powered Portable Air Compressor								\$642.15
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	424.84	x	1.5115		642.15			
44	01	22	23	00	0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator								\$3,935.86
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	2,603.94	x	1.5115		3,935.86			
45	01	22	23	00	0662	WK	5 KW, 11 HP Gas Powered Generator Set								\$354.93
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	234.82	x	1.5115		354.93			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

103 ST & NORTH OF WEST BROADVIEW DRIVE

46	01 22 23 00 0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly						\$171.62
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	113.54 x	1.5115	=	171.62		
47	01 22 23 00 1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump						\$598.57
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	396.01 x	1.5115	=	598.57		
48	01 22 23 00 1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver						\$4,478.95
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	2,963.25 x	1.5115	=	4,478.95		
49	01 22 23 00 1392 0039	MOD	For Equipment Without Operator, Deduct						-\$3,236.71
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	-2,141.39 x	1.5115	=	-3,236.71		
50	01 55 26 00 0044	WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side						\$153.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			14.00 x	7.26 x	1.5115	=	153.63		
51	01 55 26 00 0126	EA	Place And Remove Portable Sign And Stand From Roadside						\$146.65
		Installation	Quantity	Unit Price	Factor	=	Total		
			98.00 x	0.99 x	1.5115	=	146.65		
			10 barricades plus 4 signs per day= 14/day x 7 days						
52	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$970.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	641.80 x	1.5115	=	970.08		
			Mobilization (Backhoe)						
53	04 05 13 26 0017	CF	Modified Portland Cement (Type II)						\$25.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	5.63 x	1.5115	=	25.53		
			3 bags per manhole structure (each bag is 1 cf)						
54	04 21 13 00 0006	SF	Economy Size Brick, Red, Running BondEconomy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)						\$57.27
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	12.63 x	1.5115	=	57.27		
			3 sf per valve						
55	05 05 19 00 0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$40.90
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	9.02 x	1.5115	=	40.90		
56	33 01 30 11 0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or CulvertCrawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).						\$1,182.39
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	782.26 x	1.5115	=	1,182.39		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

103 ST & NORTH OF WEST BROADVIEW DRIVE

57	33 01 30 11 0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation PhaseCCTV inspection of pipe interior.				\$210.10
	Installation	Quantity	Unit Price	Factor	=	Total	
		100.00 x	1.39 x	1.5115	=	210.10	
58	33 01 30 41 0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning				\$1,799.26
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	1,190.38 x	1.5115	=	1,799.26	
59	33 01 30 41 0025	LF	Jet Cleaning Of Culvert, 0-250 LF				\$1,118.51
	Installation	Quantity	Unit Price	Factor	=	Total	
		100.00 x	7.40 x	1.5115	=	1,118.51	
60	33 01 30 51 0218	EA	12" Bladder Type Pipe Plug				\$333.35
	Installation	Quantity	Unit Price	Factor	=	Total	
		2.00 x	110.27 x	1.5115	=	333.35	

Subtotal for 103 ST & NORTH OF WEST BROADVIEW DRIVE

\$26,039.86

103 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

61	01 22 20 00 0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$9,659.57
	Installation	Quantity	Unit Price	Factor	=	Total	
		224.00 x	28.53 x	1.5115	=	9,659.57	
	4 laborers x 8 hrs x 7 days						
62	01 22 20 00 0039	HR	Class I DiverFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$3,397.25
	Installation	Quantity	Unit Price	Factor	=	Total	
		40.00 x	56.19 x	1.5115	=	3,397.25	
	8 hrs x 5 days						
63	01 22 23 00 0133	WK	185 CFM Diesel Powered Portable Air Compressor				\$642.15
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	424.84 x	1.5115	=	642.15	
64	01 22 23 00 0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator				\$3,935.86
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	2,603.94 x	1.5115	=	3,935.86	
65	01 22 23 00 0662	WK	5 KW, 11 HP Gas Powered Generator Set				\$354.93
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	234.82 x	1.5115	=	354.93	
66	01 22 23 00 0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly				\$171.62
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	113.54 x	1.5115	=	171.62	
67	01 22 23 00 1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump				\$598.57
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	396.01 x	1.5115	=	598.57	
68	01 22 23 00 1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver				\$4,478.95
	Installation	Quantity	Unit Price	Factor	=	Total	
		1.00 x	2,963.25 x	1.5115	=	4,478.95	

Work Order Number: 101252.00
Work Order Title: TOBH - Tidal Valves Installation Phase 1

Contractor's Price Proposal - Detail Page 7 of 15
1/20/2022

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

103 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

80	33	01	30	51	0218	EA	12" Bladder Type Pipe Plug											\$333.35
							Installation	Quantity		Unit Price		Factor		Total				
								2.00	x	110.27	x	1.5115	=	333.35				

Subtotal for 103 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

\$26,039.86

94 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

81	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.											\$9,659.57
							Installation	Quantity		Unit Price		Factor		Total				
								224.00	x	28.53	x	1.5115	=	9,659.57				
								4 laborers x 8 hrs x 7 days										
82	01	22	20	00	0039	HR	Class I DiverFor tasks not included in the Construction Task Catalog® and as directed by owner only.											\$3,397.25
							Installation	Quantity		Unit Price		Factor		Total				
								40.00	x	56.19	x	1.5115	=	3,397.25				
								8 hrs x 5 days										
83	01	22	23	00	0133	WK	185 CFM Diesel Powered Portable Air Compressor											\$642.15
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	424.84	x	1.5115	=	642.15				
84	01	22	23	00	0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator											\$3,935.86
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	2,603.94	x	1.5115	=	3,935.86				
85	01	22	23	00	0662	WK	5 KW, 11 HP Gas Powered Generator Set											\$354.93
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	234.82	x	1.5115	=	354.93				
86	01	22	23	00	0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly											\$171.62
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	113.54	x	1.5115	=	171.62				
87	01	22	23	00	1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump											\$598.57
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	396.01	x	1.5115	=	598.57				
88	01	22	23	00	1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver											\$4,478.95
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	2,963.25	x	1.5115	=	4,478.95				
89	01	22	23	00	1392 0039	MOD	For Equipment Without Operator, Deduct											-\$3,236.71
							Installation	Quantity		Unit Price		Factor		Total				
								1.00	x	-2,141.39	x	1.5115	=	-3,236.71				
90	01	55	26	00	0044	WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side											\$153.63
							Installation	Quantity		Unit Price		Factor		Total				
								14.00	x	7.26	x	1.5115	=	153.63				
91	01	55	26	00	0126	EA	Place And Remove Portable Sign And Stand From Roadside											\$146.65
							Installation	Quantity		Unit Price		Factor		Total				
								98.00	x	0.99	x	1.5115	=	146.65				
								10 barricades plus 4 signs per day= 14/day x 7 days										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

94 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

92	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$970.08
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	641.80 x	1.5115	=	970.08		
		Mobilization (Backhoe, Skid Steer)							
93	04 05 13 26 0017	CF	Modified Portland Cement (Type II)						\$25.53
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	5.63 x	1.5115	=	25.53		
		3 bags per manhole structure (each bag is 1 cf)							
94	04 21 13 00 0006	SF	Economy Size Brick, Red, Running BondEconomy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)						\$57.27
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	12.63 x	1.5115	=	57.27		
		3 sf per valve							
95	05 05 19 00 0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$40.90
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	9.02 x	1.5115	=	40.90		
96	33 01 30 11 0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or CulvertCrawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).						\$1,182.39
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	782.26 x	1.5115	=	1,182.39		
97	33 01 30 11 0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation PhaseCCTV inspection of pipe interior.						\$210.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	100.00 x	1.39 x	1.5115	=	210.10		
98	33 01 30 41 0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning						\$1,799.26
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,190.38 x	1.5115	=	1,799.26		
99	33 01 30 41 0025	LF	Jet Cleaning Of Culvert, 0-250 LF						\$1,118.51
			Quantity	Unit Price	Factor	=	Total		
		Installation	100.00 x	7.40 x	1.5115	=	1,118.51		
100	33 01 30 51 0218	EA	12" Bladder Type Pipe Plug						\$333.35
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	110.27 x	1.5115	=	333.35		

Subtotal for 94 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

\$26,039.86

95 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

101	01 22 20 00 0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$9,659.57
			Quantity	Unit Price	Factor	=	Total		
		Installation	224.00 x	28.53 x	1.5115	=	9,659.57		
		4 laborers x 8 hrs x 7 days							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

95 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

102	01	22	20	00	0039	HR	Class I DiverFor tasks not included in the Construction Task Catalog® and as directed by owner only.								\$3,397.25
							Installation	Quantity	Unit Price	Factor	=	Total			
								40.00	56.19	1.5115	=	3,397.25			
							8 hrs x 5 days								
103	01	22	23	00	0133	WK	185 CFM Diesel Powered Portable Air Compressor								\$642.15
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	424.84	1.5115	=	642.15			
104	01	22	23	00	0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator								\$3,935.86
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	2,603.94	1.5115	=	3,935.86			
105	01	22	23	00	0662	WK	5 KW, 11 HP Gas Powered Generator Set								\$354.93
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	234.82	1.5115	=	354.93			
106	01	22	23	00	0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly								\$171.62
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	113.54	1.5115	=	171.62			
107	01	22	23	00	1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump								\$598.57
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	396.01	1.5115	=	598.57			
108	01	22	23	00	1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver								\$4,478.95
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	2,963.25	1.5115	=	4,478.95			
109	01	22	23	00	1392 0039	MOD	For Equipment Without Operator, Deduct								-\$3,236.71
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	-2,141.39	1.5115	=	-3,236.71			
110	01	55	26	00	0044	WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side								\$153.63
							Installation	Quantity	Unit Price	Factor	=	Total			
								14.00	7.26	1.5115	=	153.63			
111	01	55	26	00	0126	EA	Place And Remove Portable Sign And Stand From Roadside								\$146.65
							Installation	Quantity	Unit Price	Factor	=	Total			
								98.00	0.99	1.5115	=	146.65			
							10 barricades plus 4 signs per day= 14/day x 7 days								
112	01	71	13	00	0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.								\$970.08
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	641.80	1.5115	=	970.08			
							Mobilization (Backhoe)								
113	04	05	13	26	0017	CF	Modified Portland Cement (Type II)								\$25.53
							Installation	Quantity	Unit Price	Factor	=	Total			
								3.00	5.63	1.5115	=	25.53			
							3 bags per manhole structure (each bag is 1 cf)								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

95 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

114	04	21	13	00	0006	SF	Economy Size Brick, Red, Running Bond	Economy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)							\$57.27
							Installation	Quantity	Unit Price	Factor	=	Total			
								3.00	12.63	1.5115		57.27			
								x	x						
								3 sf per valve							
115	05	05	19	00	0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt								\$40.90
							Installation	Quantity	Unit Price	Factor	=	Total			
								3.00	9.02	1.5115		40.90			
								x	x						
116	33	01	30	11	0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or Culvert	Crawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).							\$1,182.39
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	782.26	1.5115		1,182.39			
								x	x						
117	33	01	30	11	0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation Phase	CCTV inspection of pipe interior.							\$210.10
							Installation	Quantity	Unit Price	Factor	=	Total			
								100.00	1.39	1.5115		210.10			
								x	x						
118	33	01	30	41	0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning								\$1,799.26
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	1,190.38	1.5115		1,799.26			
								x	x						
119	33	01	30	41	0025	LF	Jet Cleaning Of Culvert, 0-250 LF								\$1,118.51
							Installation	Quantity	Unit Price	Factor	=	Total			
								100.00	7.40	1.5115		1,118.51			
								x	x						
120	33	01	30	51	0218	EA	12" Bladder Type Pipe Plug								\$333.35
							Installation	Quantity	Unit Price	Factor	=	Total			
								2.00	110.27	1.5115		333.35			
								x	x						

Subtotal for 95 ST & SOUTH SIDE OF EAST BROADVIEW DRIVE

\$26,039.86

97 ST & NORTH OF WEST BROADVIEW DRIVE

121	01	22	20	00	0015	HR	Laborer	For tasks not included in the Construction Task Catalog® and as directed by owner only.							\$9,659.57
							Installation	Quantity	Unit Price	Factor	=	Total			
								224.00	28.53	1.5115		9,659.57			
								x	x						
								4 laborers x 8 hrs x 7 days							
122	01	22	20	00	0039	HR	Class I Diver	For tasks not included in the Construction Task Catalog® and as directed by owner only.							\$3,397.25
							Installation	Quantity	Unit Price	Factor	=	Total			
								40.00	56.19	1.5115		3,397.25			
								x	x						
								8 hrs x 5 days							
123	01	22	23	00	0133	WK	185 CFM Diesel Powered Portable Air Compressor								\$642.15
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	424.84	1.5115		642.15			
								x	x						
124	01	22	23	00	0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator								\$3,935.86
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	2,603.94	1.5115		3,935.86			
								x	x						
125	01	22	23	00	0662	WK	5 KW, 11 HP Gas Powered Generator Set								\$354.93
							Installation	Quantity	Unit Price	Factor	=	Total			
								1.00	234.82	1.5115		354.93			
								x	x						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

97 ST & NORTH OF WEST BROADVIEW DRIVE

126	01	22	23	00	0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly						\$171.62
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	113.54	x	1.5115	=	171.62	
127	01	22	23	00	1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump						\$598.57
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	396.01	x	1.5115	=	598.57	
128	01	22	23	00	1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver						\$4,478.95
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	2,963.25	x	1.5115	=	4,478.95	
129	01	22	23	00	1392 0039	MOD	For Equipment Without Operator, Deduct						-\$3,236.71
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	-2,141.39	x	1.5115	=	-3,236.71	
130	01	55	26	00	0044	WK	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side						\$153.63
						Installation	Quantity	Unit Price	Factor	=	Total		
							14.00	7.26	x	1.5115	=	153.63	
131	01	55	26	00	0126	EA	Place And Remove Portable Sign And Stand From Roadside						\$146.65
						Installation	Quantity	Unit Price	Factor	=	Total		
							98.00	0.99	x	1.5115	=	146.65	
							10 barricades plus 4 signs per day= 14/day x 7 days						
132	01	71	13	00	0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$970.08
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	641.80	x	1.5115	=	970.08	
						Mobilization (Backhoe)							
133	04	05	13	26	0017	CF	Modified Portland Cement (Type II)						\$25.53
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	5.63	x	1.5115	=	25.53	
						3 bags per manhole structure (each bag is 1 cf)							
134	04	21	13	00	0006	SF	Economy Size Brick, Red, Running BondEconomy size brick, 3-5/8" x 3-5/8" x 7-5/8". (4.5 Bricks/SF)						\$57.27
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	12.63	x	1.5115	=	57.27	
						3 sf per valve							
135	05	05	19	00	0047	EA	3/8" Diameter x 5" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$40.90
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	9.02	x	1.5115	=	40.90	
136	33	01	30	11	0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or CulvertCrawlers are generally remotely operated vehicles (ROVs) for longer distances (over 300') and for larger diameters (4" and larger).						\$1,182.39
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	782.26	x	1.5115	=	1,182.39	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

97 ST & NORTH OF WEST BROADVIEW DRIVE

137	33	01	30	11	0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation Phase	CCTV inspection of pipe interior.		\$210.10
						Installation	Quantity	Unit Price	Factor	Total
							100.00	1.39	1.5115	210.10
							x	x	=	
138	33	01	30	41	0004	EA	Initial Set Up And Final Equipment Removal For Jet Cleaning			\$1,799.26
						Installation	Quantity	Unit Price	Factor	Total
							1.00	1,190.38	1.5115	1,799.26
							x	x	=	
139	33	01	30	41	0025	LF	Jet Cleaning Of Culvert, 0-250 LF			\$1,118.51
						Installation	Quantity	Unit Price	Factor	Total
							100.00	7.40	1.5115	1,118.51
							x	x	=	
140	33	01	30	51	0218	EA	12" Bladder Type Pipe Plug			\$333.35
						Installation	Quantity	Unit Price	Factor	Total
							2.00	110.27	1.5115	333.35
							x	x	=	

Subtotal for 97 ST & NORTH OF WEST BROADVIEW DRIVE

\$26,039.86

99 ST & NORTH OF WEST BROADVIEW DRIVE

141	01	22	20	00	0015	HR	Laborer	For tasks not included in the Construction Task Catalog® and as directed by owner only.		\$9,659.57
						Installation	Quantity	Unit Price	Factor	Total
							224.00	28.53	1.5115	9,659.57
							x	x	=	
							4 laborers x 8 hrs x 7 days			
142	01	22	20	00	0039	HR	Class I Diver	For tasks not included in the Construction Task Catalog® and as directed by owner only.		\$3,397.25
						Installation	Quantity	Unit Price	Factor	Total
							40.00	56.19	1.5115	3,397.25
							x	x	=	
							8 hrs x 5 days			
143	01	22	23	00	0133	WK	185 CFM Diesel Powered Portable Air Compressor			\$642.15
						Installation	Quantity	Unit Price	Factor	Total
							1.00	424.84	1.5115	642.15
							x	x	=	
144	01	22	23	00	0418	WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe With Standard Bucket And Full-Time Operator			\$3,935.86
						Installation	Quantity	Unit Price	Factor	Total
							1.00	2,603.94	1.5115	3,935.86
							x	x	=	
145	01	22	23	00	0662	WK	5 KW, 11 HP Gas Powered Generator Set			\$354.93
						Installation	Quantity	Unit Price	Factor	Total
							1.00	234.82	1.5115	354.93
							x	x	=	
146	01	22	23	00	0872	WK	Confined Space Air Monitor, Tripod, Harness, Cables, SCBAs And Complete Assembly			\$171.62
						Installation	Quantity	Unit Price	Factor	Total
							1.00	113.54	1.5115	171.62
							x	x	=	
147	01	22	23	00	1071	WK	35,000 GPH, 4" Discharge, 106' Maximum Head, Gas Powered Portable Trash Pump			\$598.57
						Installation	Quantity	Unit Price	Factor	Total
							1.00	396.01	1.5115	598.57
							x	x	=	
148	01	22	23	00	1392	WK	1,500 To 2,000 Gallon Vacuum Truck With Full-Time Truck Driver			\$4,478.95
						Installation	Quantity	Unit Price	Factor	Total
							1.00	2,963.25	1.5115	4,478.95
							x	x	=	

Work Order Number: 101252.00
Work Order Title: TOBH - Tidal Valves Installation Phase 1

Contractor's Price Proposal - Detail Page 14 of 15
1/20/2022

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101252.00

Work Order Title: TOBH - Tidal Valves Installation Phase 1

99 ST & NORTH OF WEST BROADVIEW DRIVE

160	33	01	30	51	0218	EA	12" Bladder Type Pipe Plug											\$333.35
							Installation	Quantity		Unit Price		Factor					Total	
								2.00	x	110.27	x	1.5115	=				333.35	

Subtotal for 99 ST & NORTH OF WEST BROADVIEW DRIVE

\$26,039.86

ALLOWANCE - BAY HARBOR OFF DUTY POLICE OFFICERS

161	01	22	16	00	0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.										\$34,077.12
							Installation	Quantity		Unit Price		Factor					Total	
								30,979.20	x	1.00	x	1.1000	=				34,077.12	
Bay Harbor Off Duty Officer - Cost Breakdown= Regular Rate (\$56.75) + Vehicle Rate (\$2.27) + Admin. Fees (\$10.13)= \$69.15/HR x 56 hrs x 8 locations= \$30,979.20																		

Subtotal for ALLOWANCE - BAY HARBOR OFF DUTY POLICE OFFICERS

\$34,077.12

PAYMENT & PERFORMANCE BOND

162	01	22	16	00	0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.										\$3,190.00
							Installation	Quantity		Unit Price		Factor					Total	
								2,900.00	x	1.00	x	1.1000	=				3,190.00	

Subtotal for PAYMENT & PERFORMANCE BOND

\$3,190.00

TIDAL VALVES

163	01	00	00	00	0000	LS	WAPRO-Shipping Charges											\$972.98
						NPP	Installation	Quantity		Unit Price		Factor					Total	
								1.00	x	750.00	x	1.2973	=				972.98	
164	01	00	00	00	0000	EA	WaStop NPS 12" S Ser. Std SS316 SHDC											\$49,835.00
						NPP	Installation	Quantity		Unit Price		Factor					Total	
								8.00	x	4,801.80	x	1.2973	=				49,835.00	

Subtotal for TIDAL VALVES

\$50,807.98

Proposal Total

\$296,393.98

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **17.14%**

Subcontractor Listing

Date: January 20, 2022

Re: IQC Master Contract #: FL-NEA-GC07-041019-DMS
Work Order #: 101252.00
Owner PO #:
Title: TOBH - Tidal Valves Installation Phase 1
Contractor: David Mancini & Sons, Inc.
Proposal Value: \$296,393.98

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

**SCOPE OF WORK
TOWN OF BAY HARBOR ISLANDS
CHECK-VALVE INSTALLATION**

Summary Scope

The project consists of specific activities associated with Construction of an approximately 8ea 12” WAPRO valves

Drawings and Specifications

Attached hereto:

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment to perform all work as described below and per any attached specifications and drawings along with the items below:

Assess Field Conditions

- Contractor to assess the condition of the existing outfall structure and outfall. In addition, the contractor should obtain the inside diameter of the pipe where the tidal will be installed

Clean Outfall Pipe and Structure

- Contractor to clean pipe and drainage structure where the valve will be installed and any structure between the valve location and the waterways

Document Condition of pipe and structure

- Contractor to videos and pictures using a camera to take videos and pictures of the outfall pipe and structures

Installation of Tidal Valves

- Contractor to install 8ea 12” size tidal valves

Installation of mud plugs and removal

- Contractor to install mud plugs by the waterways and inside the structures to isolate system to facilitate the installation of the tidal valves

Warranty

- Provide all labor, material, and equipment warranties to the owner prior to project closeout.

Submittals

- The Contractor shall submit for approval the manufacturer’s cut sheets for materials utilized for the project prior to commencing any work.

Permitting

- Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents

Owner Responsibilities

- Provide a staging area for project related materials.

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 7.

ITEM: Consideration and Approval of Scope and Fee Proposal by Chen Moore & Associates, Inc. in the amount of \$95,355 for the plans preparation, utility coordination, land surveying, geotechnical evaluation, obtaining permits, providing bidding support and limited construction inspections for the reclaiming of the existing 20' platted alleyway behind Town Hall for one way vehicular traffic as directed by the Council during the January 2022 Meeting. Enclosed is copy of the fee proposal.

DESCRIPTION:

During the January 2022 Council Meeting, it was directed by the Town Council to hire a Consultant to prepare plans for the reclaiming the existing 20' platted alleyway in the back of the Town Hall. This 20' Platted alleyway is currently occupied by underground and aerial utilities, parking spaces, landscape islands, and other structures which will require removal and relocations.

The area currently being used for the eastbound traffic along the alleyway is technically private property that the Town has Agreements in place to keep the area open for traffic flow. In the past months, some of these private properties have approached the Town indicating that they are interested in developing their properties and extending the foot print of the buildings within their legal lots, which might affect the existing traffic flow.

This design proposal is to prepare the set of of plans for the reclaiming of the existing 20' Platted Alley that was originally intended for the eastbound traffic, but through the years has been used for utilities and parking space. With the reclaiming of this alley and relocation of existing utilities, the Town will not depend on agreements with private property owners to allow traffic through this area.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This was not a budgeted item as part of the FY21-22. If approved it will be funded (\$95,355) through a budget amendment from the Reserve.

BUDGET IMPACT:

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

ATTACHMENTS

1.	22-0326.P0001 - NE 96th Street Alley Conversion_CMA Civil Fee proposal 021822
----	---

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



February 18, 2022

SENT VIA E-MAIL (icustodio@bayharborislands-fl.gov)

Mr. Jose Custodio, P.E.
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Subject: Town of Bay Harbor Islands – NE 96th Street Alley Conversion - Civil Engineering
CMA Proposal No. 22-0326.P0001**

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 at NE 96th Street within the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town of bay Harbor Islands has expressed interest in reclaiming the alley behind the existing Public Works facilities for one-way vehicular use. The Town owns roughly 20' adjacent to the south side of the Town Hall, Police Headquarters and Public Works facilities. The remainder of the mostly paves are, which is currently used for vehicular use and parking, is comprised or private parcels. The 20' alley is occupied by utilities, parking spaces, landscaped islands, miscellaneous structures and more, which will require removals and or relocation.

We shall sub-contract the survey and geotechnical engineering work to our sub-consultants, Longitude Surveyors, Inc. and PanGeo Consultants, respectively, in accordance with our continuing services contract. The following proposal shall address the City's request.

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., Executive Vice President
Senior Project Manager – Gregory Mendez, P.E.
Senior Engineer (Lighting/electrical) – Floyd Fasking, P.E.
Project Engineer – Nicholas Karpathy, P.E.
Engineer – Harry Palenzuela, E.I.
Senior Landscape Architect – Eric Harrison, RLA
Senior CAD Technician – Andres Aristazabal
Senior Construction Specialist – Jose McCray

Sub-consultants for this Project

- Surveying – Longitude Surveyors, Inc.
- Geotechnical Engineering – PanGeo Consultants

SCOPE OF SERVICES

The scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Utility Coordination, Site Reconnaissance & Data Collection

- Consultant shall utilize a combination of client provided survey information and GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, cable, electrical power, etc. as appropriate to acquire existing information.
- Consultant shall perform site visits, as necessary, to assess the existing conditions, familiarize themselves with the site and obtain any data required for the development of the plans.
- Coordination with the franchise utility owners as required to facilitate the relocations and/or removals of existing facilities to accommodate the proposed alley conversion.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall closely coordinate with the client and authorities having jurisdiction.
- Consultant shall perform a topographic and boundary survey of the proposed alley (NE 96th Street).
- Consultant shall perform three (3) Standard Penetration Tests (SPTs) and two (2) exfiltration tests.

Task 2 – Construction Documents – Plans Preparation

- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary & topographic survey furnished by the Owner.

Preliminary Design

- Consultant shall commence the development of a preliminary design, to be closely coordinated with the client and authorities having jurisdiction, during this phase.
- The civil engineering and landscape preliminary design plans will assume one-way traffic (assuming a 15' travel lane) with regular access to the rear of the private parcels, as feasible.
- Preparation of an existing conditions and demolition plan incorporating data from the client provided survey, utility as-builts, etc. and depicting existing vegetation, utilities, roadway/pavement and other areas that shall be demolished and or relocated.
- Consultant shall engage in close coordination with the client to ensure project criteria is met.

Construction Documents

- Attendance at up to two meetings with the Client.
- Design and plan preparation including the demolition, earthwork, paving, grading, signing and marking, details, site landscaping (if any), lighting, specifications and storm water pollution prevention plans.
- Storm water design, as required for the proposed alley.
- Required minor landscaping (note: irrigation design is not included in this proposal and may be added as an additional service at the client's request).
- Pre-submittal meetings with related permitting agencies as necessary.
- Complete conflict data table with available information, if applicable.
- Opinion of Probable Cost for this stage of the design.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Task 3 – Permitting and Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
 - Miami-Dade County – Department of Environmental Resource Management (DERM) (only as required)
 - City of Miami Fire Department
 - Town of Bay Harbor Islands Building Department
 - Town of Bay Harbor Islands Public Works Department
- Consultant shall revise plans and coordinate permit resubmittals.

Task 4 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at a pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor.

Task 5 – 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 both the bid and construction phases.
- Consultant shall perform one weekly site visit and provide a construction observation report for each visit. It is assumed that overall construction of the project shall be approximately 16 weeks.
- Coordination of certification/site close out packages.

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 a single phase.
- The Project is in the Town of Bay Harbor Islands, Florida.
- All project management and communications shall be undertaken by the prime consultant, CMA.
- This scope of services DOES NOT include any irrigation design whatsoever. However, appropriate landscaping design shall be provided as needed by the consultant.
- Design plans shall meet the requirements of the Americans with Disabilities Act (ADA) as it relates to all issues associated with the site (i.e. sidewalks, driveways, ramps, etc.).
- Off-site improvements including turn lanes, median improvements, water/sewer main extensions or replacements, or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is specifically not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Landscaping is limited to the buffer areas to be designed as curbed medians/bulbouts, which will separate the private properties on the south from the alley. Landscaping in this area will be minimal, drought resistant species, sod, turf, or other material to be coordinated with the Town during the design. Any landscaping beyond this is specifically excluded from this proposal and shall be undertaken via an additional services proposal.
- CMA does not anticipate the requirement for any traffic analysis on this project. Should one become a permitting requirement, CMA shall provide a separate proposal for this work.
- This proposal assumes that no submittal to Miam-Dade Public Works Department of Traffic will be required.
- This proposal excludes structural engineering of any kind.
- An ERP from SFWMD is not included in this proposal.
- Specifications shall be included on the design plans on an as-needed basis.
- Client/Design-Builder to pay all required permit fees.
- Construction staging plans and maintenance of traffic plans are not included in this scope.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare any dewatering plans and obtain dewatering permit(s).
- Contractor to obtain permits for construction.
- Contractor shall submit "rock" as-builts prior to installing pavement surface asphalt and/or concrete.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, plans, specifications or any other information in the Town's possession which may be beneficial to the work effort to be performed by Consultant.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- An official Notice to proceed (NTP) or work order from the Town of Bay Harbor Islands.

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ2013-06 Professional Services Agreement for General Engineering Services. The total lump sum fees for this project are as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Total Fees</u>
1	Utility Coordination, Site Reconnaissance & Data Collection	\$7,750.00	\$7,750.00
2	Construction Documents – Plans Preparation	\$39,920.00	\$39,920.00
3	Permitting and Approvals	\$8,860.00	\$8,860.00
4	Bid & Award Support Services		
5	Limited Construction Admin. Support Services	\$19,760.00	\$19,760.00
	Civil Engineering Subtotal	\$80,310.00	\$80,310.00
	Sub-consultants		
	Surveying – Longitude Surveyors, Inc.	\$8,625.00	\$8,625.00
	Geotechnical Engineering – PanGeo Consultants	\$3,920.00	\$3,920.00
	Sub-Consultants Subtotal	\$12,545.00	\$12,545.00
	Reimbursables Allowance	\$2,500.00	\$2,500.00
	TOTAL	\$95,355.00	\$95,355.00

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 Continuing Services Agreement for Professional Engineering Services

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.
Principal Engineer / Miami Office Leader

Cc: Jose L. Acosta, P.E., Chen Moore and Associates

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **NE 96th Street Alley Conversion**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Jose Custodio, P.E. - Town Engineer**
Client Address: **9665 Bay Harbor Terrace, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 886-6241 / M(786) 256-8965**
Client E-mail: **jcustodio@bayharborislands-fl.gov**

CMA Project No. **22-0326.P0001**
Agreement Date: **February 18, 2022**

FEE: Lump Sum of **\$92,855.00 (+ a \$2,500.00 Reimbursables allowance)**

RETAINER: **N/A**

Notice to Owner: Town of Bay Harbor Islands is the Owner of the site.

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, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

Authorized Signature

Print Name/Title

Date

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 8.

ITEM: Consideration and Approval to purchase the new AV equipment and the Dais for the Town Council Chambers. We have completed the bidding process using "The Interlocal Purchasing System (TIPS)" and a proposal from the winning bid awarded to AVI-SPL to install and configure the new equipment. I have attached two quotes for your review. The quote for the AV equipment is \$171,587.67 and \$98,061.15 for the new dais, for a total cost of \$269,678.82. Enclosed are the proposal and the updated quote for the Council Chambers equipment.

DESCRIPTION:

As you know, we have been struggling to run our meetings due to our old and antiquated Audio and Video (AV) equipment, which has been in place for over twenty years. We reached out to several vendors to find the best one to satisfy our present and future AV needs. We believe that AVI-SPL has the experience and expertise to do an excellent job. This renovation and new equipment will enable our meetings in the council chambers to be more reliable for the next twenty years.

I am sending for your review the updated chambers' proposal from AVI-SPL to install a brand-new system from the ground up that includes all AV equipment, labor, technical support, and the latest DIAS revision approved by Council Member Bruder.

AVI-SPL was selected after an extensive bidding process through The Interlocal Purchasing System (TIPS). TIPS is a program used by many other municipalities that do all the bidding processes. Therefore, we are confident that we received the best price possible for our project.

The vendor, AVI-SPL, advised that their price may change two to five percent every month if there is a delay in signing the contract to start the project.

A close captioning component may be a legal requirement for the town, but is not in this proposal. The cost for this close captioning could be between 10 thousand to 25 thousand depending on how we want it to be configured, but this is something that we can add later.

The financial breakdown to do the project for the chamber is as follows:

Equipment, Installation, and Support:

Total Equipment Cost \$114,959.59

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$43,630.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the owner's premises. Also includes all fabrication, modification,

assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non-equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$5,586.06

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance \$7,412.02

Includes post-installation support and maintenance options selected for installed rooms

Custom City Council Desk ("Dais") \$98,061.15

Costs

Subtotal \$171,587.67 (AV Equipment Only)

Subtotal \$98,061.15 (New Dais)

TOTAL ESTIMATED COST: \$269,678.82

RECOMMENDED ACTION:

Accept

FINANCIAL ANALYSIS:

TOTAL ESTIMATED COST: \$269,678.82

The Town estimated \$1,216,000 in American Rescue Plan revenues for FY 2022; however, later the actual revenues were determined to be \$1,450,722. The difference between estimated and actual revenues will be \$234,722. These revenues can be used to upgrade the AV Equipment at the Council Chambers. Depending on whether the Town Council decides to purchase a new "Dais" or not, the difference will have to be funded by appropriating the Fund Balance (reserves)."

BUDGET IMPACT:

Submitted By: Roberto Gonzalez, I.S. Manager
Stephanie Bruder, Council Member

ATTACHMENTS

1.	DIAS Proposal
2.	Updated Quote For chambers equipment Only upgrade

Town of Bay Harbor Islands

COUNCIL CHAMBERS MILLWORK



A Digital Workplace Services Provider



772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Zoran Visnjic
Zoran.Visnjic@avispl.com

Proposal No: 380914-1

Investment Summary

Prepared For:	Roberto Gonzalez	Prepared By:	Zoran Visnjic
	Town of Bay Harbor Islands	Date Prepared:	02/28/2022
	9665 Bay Harbor Terrace	Proposal #:	380914-1
	Bay Harbor Islands, FL 33154-2005	Valid Until:	03/31/2022

Total Equipment Cost \$91,408.09

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$1,040.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$3,613.06

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Subtotal	\$96,061.15
Tax	Exempt (*)
Total	\$96,061.15

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

_____ Signed	_____ Printed	_____ Date
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Custom City Council Desk ("Dais")

AVI SPL will supply a custom-made city council desk ("Dais"). The desk will feature 7 seats for council members and a two city clerk areas with 2 seats in each. Fabrication drawings must be approved by the client prior to beginning construction. See below for more details.

CUSTOM MADE FURNITURE

DAIS (CURVED) TO SEAT 7 PEOPLE. STANDARD PLASTIC LAMINATE COLOR TBD.
--

2 DESKS (CURVED) TO SEAT 2 PEOPLE. STANDARD PLASTIC LAMINATE COLOR TBD.

2 RECTANGULAR DESKS 28" X 60". STANDARD PLASTIC LAMINATE COLOR TBD.

TOP COUNTER SURFACE

DAIS AND CLERK DESKS WATERFALL TOP SURFACE TO BE 1.5" THICK (NOT QUARTZ)
--

BULLET RESISTANT PANELS

FIBER GLASS PANELS TO BE INSTALLED INSIDE FURNITURE.
--

BALLISTIC LEVEL 2, 3 OR 6 TO BE SELECTED - PRICE MAY VARY.
--

Room Summary - New Custom Millwork

Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
AVISPL	CUSTOM MILLWORK AS PER DRAWINGS AND SPECIFICATIONS (SEE SCOPE OF WORK FOR FURNITURE DETAILS)	1	\$91,408.09	\$91,408.09
Subtotal				\$91,408.09

Room Support and Maintenance

Warranty; 3-months **\$0.00**

Equipment Total	\$91,408.09
Installation Materials	\$0.00
Professional Services	\$1,040.00
Direct Costs	\$0.00
General & Administrative	\$3,613.06
Subtotal	\$96,061.15

For informational purposes only – all Purchase Orders must match Investment Summary details.

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General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

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security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

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notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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Town of Bay Harbor Islands

Council Chambers AV Upgrade



A Digital Workplace Services Provider



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Prepared By: Zoran Visnjic
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Proposal No: 370716-3

Project Implementation Process

Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

Phase I - Consultation

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details

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- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

At the conclusion of Phase II, the project's design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL's fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.

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Phase IV: On-site Installation

The on-site installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

Phase VI: Training – As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

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The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.

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Investment Summary

Prepared For:	Roberto Gonzalez	Prepared By:	Zoran Visnjic
	Town of Bay Harbor Islands	Date Prepared:	02/25/2022
	9665 Bay Harbor Terrace	Proposal #:	370716-3
	Bay Harbor Islands, FL 33154-2005	Valid Until:	03/28/2022

Total Equipment Cost \$114,959.59

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$43,630.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$5,586.06

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance \$7,412.02

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$171,587.67
Tax	Exempt (*)
Total	\$171,587.67

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Signed _____

Printed _____

Date _____

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Town of Bay Harbor Islands – Council Chambers Upgrade

AUDIO VISUAL UPGRADE STATEMENT OF WORK

Objective

The current installations at the Town of Bay Harbour Chambers require AV upgrades. This statement of work details the AV upgrade activities related to this project. The goal of this AV upgrade is to add AV technology that matches the latest digital industry standards and trends while preserving (but modernizing) the established workflow. This will be accomplished by providing technology that is powerful, flexible but easy to use for an untrained end-user. Every attempt has been taken to keep project expenses low as much as possible without compromising the delivery of high-quality HD video, enhanced audio, and a reliable control implementation.

General Notes

1. Work shall be done during the regular business hours.
2. Town of Bay Harbor (in further text referred to as “Client”), shall be responsible for all of the high voltage electrical connections, LAN drops, millwork, wall repairs including patching, painting and any required structural support for the new AV equipment being installed.
3. Client shall provide free parking near the facility for all AVI-SPL vehicles.
4. AVI-SPL shall inspect and clean the existing AV equipment that is being repurposed during the installation.
5. All equipment being reused in this project shall carry on AVI-SPL warranty. If any piece of the existing equipment fails during the installation or commissioning phase, AVI-SPL shall provide a written proposal via change order form at that time.
6. Standard ground freight is included. Any requests by Client to expedite delivery of the AV equipment shall result in change order form at AVI-SPL’s discretion.
7. Permitting fees and any project management hours associated with the low voltage permits with the local municipality are not included and shall result in the change order form prior execution.
8. Client is responsible for providing a dust free environment prior to the installation of all technology equipment. Proper schedule coordination is required between the client and the project manager to ensure this is the case.
9. Any equipment requiring uninstallation, as determined by this SoW, shall be uninstalled by AVI SPL and stored by the client.
10. Wherever possible, existing wiring shall be repurposed (microphones, speakers, twisted pair and control wire).
11. All wires and cables, existing and new, shall be clearly labeled with new self-adhesive printed labels in accordance with provided cable pull schedule and labeling legend as referenced in the drawings.
12. Client shall allow AVI-SPL crew members easy uninterrupted access to the jobsite. Job site shall not be usable for the duration of the new audio-visual system implementation and commissioning.
13. AVI-SPL shall supply a network sheet with MAC addresses of all the equipment on the client network so that said equipment can be white-listed on the Client LAN.
14. Upon project completion, AVI-SPL shall provide 2-hour training to Client’s AV/IT staff as well as full project folder containing “as-build” drawings, rack elevations, warranty statement, wire and cable labeling legend, all relevant project documents and equipment manuals, Help Desk information and uncompiled Crestron/QSC source codes, in electronic format via download.

Chambers AV Upgrade

PTZ Camera System

AVI SPL will provide and install two (2) Lumens PTZ cameras featuring 30x optical zoom, POE++ power and capable of supporting resolutions up to 4096x2160p 59.94Hz (4K). The cameras will be ceiling mounted at locations to be verified in the field by the client.

For each camera location, the client is responsible for providing one (1) double gang wall box on the wall that will serve as the cable path for the camera connectivity. Each camera will have an RJ-45 cable from the camera to the client network to offer power and control for the camera as well as a 12G-SDI cable to the video system in the control room to deliver video.



The cameras will be controlled via a Lumens remote camera controller featuring a joystick with zoom/focus lock and zoom/focus controls. The system will offer the operator easy control of all the cameras with a large preset memory and streamlined multi-camera control.

Video System

AVI SPL will provide and install a video system, capable of support resolutions up to 1920x1080p 59.94Hz. The system will have the following sources and destinations:

- Sources to include:
 - Two (2) PTZ Cameras
 - One (1) Lectern Laptop Feed
 - One (1) Dais Laptop Feed
 - One (1) Extron Streaming Encoder / Recorder Output Feed
 - One (1) Crestron DigitalMedia Digital Graphics Engine Output Feed
 - One (1) Crestron Wireless Presentation
 - One (1) Rack Plate HDMI Input
 - One (1) AV Management PC Feed

- Destinations to include:
 - Four (4) Room Displays
 - Eleven (11) Dais Displays (with the same source)
 - One (1) Crestron DigitalMedia Digital Graphics Engine Input Feed
 - Two (2) Extron Streaming Encoder / Recorder Input Feed
 - Two (2) UC Conferencing Video Encoder Feeds
 - One (1) AJA Streaming Appliance Feed
 - One (1) Future Caption System Connection
 - One (1) AV Rack Monitor
 - One (1) SDI Press Plate Feed

Audio System

AVI SPL will provide and install a new digital signal processor (DSP) that will expand the capabilities of the existent DSP. This combined DSP will handle all audio related tasks including equalization, signal compression, routing, and processing as required.

- Sources to include:
 - Eleven (11) Dais Gooseneck Microphones
 - One (1) Podium Gooseneck Microphone
 - Program Content (via Program Audio from DM Chassis)
 - 3.5mm Mini Stereo jack on Rack Plate
 - Two (2) Wireless Microphones
 - Conferencing Computer USB Rx Feed
- Outputs to include:
 - Four (4) Speaker Zones
 - Stereo feed to Extron Streamer/Recorder
 - Stereo feed to AJA Streamer
 - Stereo feed to HDMI Embedder for future Caption System
 - Rack Speakers Feed
 - Assisted Listening Transmitter
 - Two (2) Press Plate Feeds
 - Conferencing Computer USB Tx Feed



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There are several factors outside of the equipment in the project that can make audio/video conferencing or recording to have decreased intelligibility in a room, among them are: far-end participant's equipment, telephony and network infrastructure and the unique acoustic properties of the room. If the room acoustics are found to be inhospitable to audio for conferencing (due to reflective surfaces or ambient noise), acoustical treatments will be suggested or in extreme cases a consultation with a qualified acoustician may be in order.

Clerk PC

AV equipment will be installed in this space that has the possibility of supporting open UC conferencing using a client-provided computer. By design, the OFE computer will have the following two (2) USB peripherals connected to it:

One (1) USB cable to feed the conferencing video into the computer directly from the video system.



One (1) USB cable connected from the Audio DSP that will provide bi-directional USB audio in support soft codec-based conferencing (as applicable). This USB will be extended from the DSP in the rack.

The Conferencing computer will also have an HDMI output that will be connected into the video system as an HD video source to be routed as required by the operator.

The Client is responsible for providing system credentials for a properly provisioned and licensed open UC account no less than one (1) week prior to system deployment. The client may decide not to provide credentials to AVI-SPL, and to provision the soft conferencing themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site. If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with the supplied credentials, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis. The client is responsible for providing and provisioning all network connections, routing, and addressing. The client is responsible for all aspects of the network connection supplied for the soft conferencing deployment. The client should test the network prior to system deployment. Firewall and additional port configuration should be done according to Industry best practices including network Quality of Service (QoS) and/or Differentiated Services (DiffServ) tagging, if desired.

Control Room Computer

In the control room, the AV system will support the connection of an OFE computer to the video system. This computer will have one (1) USB cable and one (1) HDMI cable connected to it.

One (1) USB adapter to offer a second ethernet connection to this computer.



One (1) HDMI cable will be ingested to the video system as an HD video source to be routed as required by the operator.

Recording / Streaming Appliance

AVI SPL will provide and install a new stand-alone appliance capable of outputting a H.264 stream at a resolution up to 1080p 60Hz. The appliance is an encoder that supports multiple streaming protocols including H.264 and AVC. The appliance is also a recorder simultaneously and features media processing including picture-in-picture capabilities. The end-user can control it using a Web based GUI that features a preview window and limited control system integration will be included to control the device from the Crestron control touch screens.



Streaming Appliance

AVI SPL will provide and install a new stand-alone appliance capable of outputting a H.264 stream at a resolution up to 1080p 60Hz. The encoder supports multiple streaming protocols including RTP/RTSP, RTMP, RTMPs, HLS, and Unicast. The end-user can control it using a Web based GUI that features a preview window.



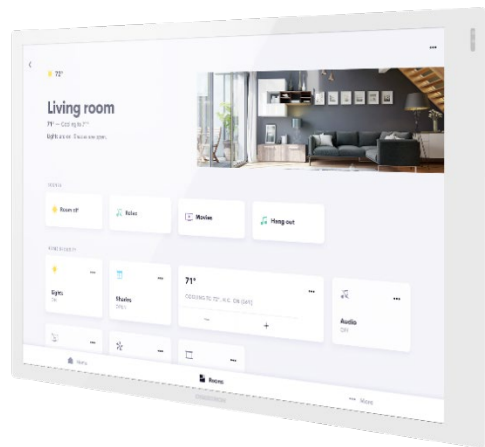
Control System

AVI-SPL will replace the existent Crestron control system with a new 4-Series Crestron control system. Two new Crestron touch panels and programming services are included with this proposal to perform the following programming modifications:

- Display Control
 - On/Off for each Display
- Audio Control
 - Program Audio Control
 - Conference PC Rx Audio Level Adjustment
 - VOIP PC Rx Audio Level Adjustment
 - Wireless Microphone Level/Mute Control
 - Podium Microphone Level/Mute Control
 - Press Plate Level Control
- Video
 - Video Routing Matrix
 - PTZ Camera Control
 - PTZ Camera Preview Image (via H.264 stream directly from camera)
- UC Conferencing - Meeting Privacy
 - Private mode
 - Room cameras will default to preset where all cams are looking to the ceiling
 - Audio Privacy will be triggered on DSP
 - Icon on control touch screens will clearly indicate Private State
 - Non-private mode
 - Room cameras will return to prior position
 - Audio on DSP will return to the prior mute state

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- Icon on control touch screens will clearly indicate “Not-Private” State
- VOIP Dialing
 - Call Controls including Dialer, Dial String, and Call Status
 - Do Not Disturb Control
- Extron Streamer/Recorder Control
 - Record Status
 - Record Start/Stop
 - Stream Status
 - Stream Start/Stop
- AJA Streamer Control
 - Stream Status
 - Stream Start/Stop



Hardware control is LAN based and will live on the client network. The reliability of the comprehensive system is dependent on the reliability of the client LAN. The client LAN is assumed to be configured per industry-best practices and assumed to offer POE+ to endpoints. To ensure optimum operation of the system, it is recommended that the client IT staff provides a static IP range that the commission staff can use to do static IP reservations of all gear. At the end of the project a comprehensive network sheet shall be supplied containing the static IP assignment and a MAC address for each product. If the client opts for doing DHCP reservations, then they will be responsible for having an IT staff member available during the commissioning process to promptly assist with the connection of all AV endpoints on the network. Failure to provide prompt IP addressing support or failure to reserve MAC addresses may result in additional work that will be forwarded to the client in the form of a change order.

Equipment Uninstallation

The following equipment will be uninstalled on the project:

- Two (2) Existent Displays
- One (1) Control Room Rack
- AV Equipment in Dais not being used

Uninstalled equipment will be handed to the client for storage or disposal.

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Room Summary - Council Chambers AV Upgrade

Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	*** DAIS ***			
AVISPL	LOW PROFILE CONTROL MONITOR TABLETOP MOUNT, VESA	1	\$72.53	\$72.53
C2G	2' ULTRAFLEX 4K HDMI CABLE (SCALER TO 1ST HDMI DA)	1	\$11.00	\$11.00
C2G	6' ULTRAFLEX 4K HDMI CABLE (HDMI DA TO MONITORS, DESKTOP PC)	5	\$14.87	\$74.35
C2G	10' ULTRAFLEX 4K HDMI CABLE (HDMI DA TO MONITORS)	2	\$18.46	\$36.92
C2G	12' ULTRAFLEX ACTIVE 4K HDMI CABLE (HDMI DA TO MONITORS)	2	\$41.60	\$83.20
C2G	15' ULTRAFLEX ACTIVE 4K HDMI CABLE (HDMI DA TO MONITORS)	2	\$55.50	\$111.00
C2G	20' ULTRAFLEX ACTIVE 4K HDMI CABLE (HDMI DA TO MONITORS)	2	\$63.01	\$126.02
C2G	35' ULTRAFLEX ACTIVE 4K HDMI CABLE (HDMI DA CASCADING)	1	\$86.69	\$86.69
C2G	6' USB-C TO HDMI CABLE (CABLE CUBBY LAPTOP ACCESS)	1	\$39.84	\$39.84
C2G	3' ULTRAFLEX 4K HDMI CABLE	2	\$14.35	\$28.70
C2G	6' ULTRAFLEX 4K HDMI CABLE (CABLE CUBBY LAPTOP ACCESS)	1	\$18.50	\$18.50
CRESTRON	DIGITAL GRAPHICS ENGINE, DUAL-WINDOW HD	1	\$1,341.46	\$1,341.46
CRESTRON	HDMI DM 8G+ 4K60 RECEIVER W/SCALER (FEED TO 11 DAIS MONITORS VIA HDMI DA)	1	\$1,207.32	\$1,207.32
CRESTRON	4K HDMI DM TRANSMITTER (CITY CLERK PC)	1	\$670.73	\$670.73
CRESTRON	DUAL HDMI 8G+ 4K60 DM TRANSMITTER (CABLE CUBBY LAPTOP ACCESS)	1	\$1,006.10	\$1,006.10
CRESTRON	1:8 HDMI DISTRIBUTION AMPLIFIER W/4K60 4:4:4 & HDR SUPPORT (FEED TO 11 DAIS MONITORS)	2	\$670.73	\$1,341.46
CRESTRON	DIGITAL MEDIA TX/RX POWER SUPPLY (2 SCALERS, CUBBY)	3	\$67.07	\$201.21
CRESTRON	21.5" CONTROL TOUCH PANEL	1	\$1,341.46	\$1,341.46
CRESTRON	4" ROUND CABLE CUBBY W/POWER OUTLET, BLACK (CABLE CUBBY LAPTOP ACCESS)	1	\$201.22	\$201.22
DELL	CITY CLERK PC WITH HDMI VIDEO OUTPUT AND 3 USB PORTS	1	\$0.00	\$0.00

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Mfg	Description	Qty	Unit Price	Extended Price
	(NEW EQUIPMENT SUPPLIED BY THE CLIENT - INCLUDES WIRELESS KEYBOARD AND MOUSE - USED FOR WEB-BASED VIDEO CONFERENCING)			
HALL RESEARCH	USB 2.0 EXTENDER KIT	2	\$458.78	\$917.56
MIDDLE ATLANTIC	COMMERCIAL POWER STRIP WITH 8 OUTLETS, 15' CORD (POWER DISTRIBUTION UNDER THE DAIS)	4	\$69.60	\$278.40
PLANAR	21.5" HD WIDESCREEN FORMAT MONITOR W/ULTRA LOW PROFILE STAND	12	\$321.33	\$3,855.96
QSC	16-INPUTS MIC/LINE AUDIO DSP W/DANTE/AES67	1	\$3,562.50	\$3,562.50
SHURE	24" GOOSENECK CARDIOID MICROPHONE W/SHOCK MOUNT	11	\$209.00	\$2,299.00
STARTECH	2RU 19" VERTICAL EQUIPMENT BRACKET	3	\$52.72	\$158.16
WIREMOLD	POWER MODULE W/AC POWER AND USB/A/C CHARGING PORTS, BLACK	11	\$97.54	\$1,072.94
	*** PODIUM ***			
C2G	6' ULTRAFLEX 4K HDMI CABLE (CABLE CUBBY LAPTOP ACCESS)	1	\$18.50	\$18.50
CRESTRON	4K HDMI DM TRANSMITTER (CABLE CUBBY LAPTOP ACCESS)	1	\$670.73	\$670.73
CRESTRON	DIGITAL MEDIA TX/RX POWER SUPPLY (CUBBY)	1	\$67.07	\$67.07
CRESTRON	4" ROUND CABLE CUBBY W/POWER OUTLET, BLACK (CABLE CUBBY LAPTOP ACCESS)	1	\$201.22	\$201.22
CRESTRON	7" TABLETOP TOUCH SCREEN WITH SPEAKER TIMER, BLACK	1	\$1,341.46	\$1,341.46
CRESTRON	SURFACE MOUNT KIT FOR 7" TOUCH SCREEN	1	\$134.15	\$134.15
SHURE	24" GOOSENECK CARDIOID MICROPHONE W/SHOCK MOUNT	1	\$209.00	\$209.00
	*** CONTROL ROOM AV RACK ***			
AJA	H.264 HD/SD RECORDER + STREAMING W/3G-SDI & HDMI (USED FOR RECORDING CAMERA, COMPUTER AND VOICE AT ONCE - RECORDING AVAILABLE VIA USB, HARD DRIVE OR NAS - ALLOWS WEB STREAMING)	1	\$1,184.45	\$1,184.45
AJA	HDMI TO USB 3.0 CAPTURE INTERFACE	1	\$365.55	\$365.55
ARAKNIS	SWITCH, 310 SERIES L2 MANAGED GIGABIT W/FULL POE+ 24-PORT (REQUIRED FOR DANTE/AES67 AUDIO NETWORKING PROTOCOL)	1	\$1,028.25	\$1,028.25
AVISPL	RACK ACCESS PLATE W/HDMI AND MINI STEREO AUDIO, 1RU	1	\$179.23	\$179.23
AVISPL	POE++ POWER INJECTOR (USED FOR PTZ CAMERAS REMOTE POWER AND CONTROL)	2	\$62.65	\$125.30
AVISPL	USB TO ETHERNET ADAPTER (USED FOR CRESTRON X-PANEL CONTROL VIA LOCAL DESKTOP PC)	1	\$24.76	\$24.76
BMD	DUAL 8" 3G-SDI LCD MONITOR W/3G-SDI LOOP OUT (DEDICATED TO 2 CAMERAS MONITORING ONLY)	1	\$482.93	\$482.93

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Mfg	Description	Qty	Unit Price	Extended Price
C2G	3' ULTRAFLEX 4K HDMI CABLE	5	\$14.35	\$71.75
C2G	6' ULTRAFLEX 4K HDMI CABLE	9	\$18.50	\$166.50
COMPREHENSIVE	6' 3G-SDI CABLE	5	\$16.21	\$81.05
CRESTRON	WIRELESS AIR MEDIA PRESENTATION GATEWAY	1	\$1,207.32	\$1,207.32
CRESTRON	70V POWER AMPLIFIER, X SERIES	2	\$536.59	\$1,073.18
CRESTRON	CONTROL SYSTEM PROCESSOR, 4 SERIES	1	\$1,878.05	\$1,878.05
CRESTRON	INPUT CARD, DIGITAL MEDIA 8G+ 4K60 4:4:4 HDR (2 CUBBIES AND CITY CLERK PC)	3	\$737.80	\$2,213.40
CRESTRON	OUTPUT CARD, DUAL CHANNEL 8G+ 4K60 4:4:4 HDR (2 MAIN DISPLAYS, DAIS MONITORS, TIMER, CITY CLERK PREVIEW MONITOR)	3	\$871.95	\$2,615.85
CRESTRON	INPUT CARD, HDMI 4K60 4:4:4 HDR	8	\$536.59	\$4,292.72
CRESTRON	OUTPUT CARD, DUAL CHANNEL HDMI 4K60 4:4:4 HDR W/SCALING	5	\$1,219.51	\$6,097.55
CRESTRON	DIGITAL GRAPHICS ENGINE W/4K DM 8G+ INPUT (ON-SCREEN TIMER)	1	\$2,146.34	\$2,146.34
CRESTRON	16X16 DIGITAL MEDIA MATRIX SWITCHER CARD FRAME	1	\$5,768.29	\$5,768.29
CRESTRON	DM-LITE 4K HDMI OVER CATx RECEIVER (HDMI FEED FROM PTZ CAMERAS)	2	\$221.34	\$442.68
CRESTRON	10" TOUCH SCREEN, BLACK	1	\$1,878.05	\$1,878.05
CRESTRON	10" TOUCH SCREEN RACK MOUNT, BLACK	1	\$134.15	\$134.15
CYBER POWER	SMART UPS 2200VA	2	\$449.67	\$899.34
CYBER POWER	POWER DISTRIBUTION UNIT, 2F/8R POWER OUTLETS, 15' CORD	1	\$48.66	\$48.66
DECIMATOR DESIGN	4K CROSS CONVERTER W/SCALING & FRAME RATE	4	\$499.00	\$1,996.00
DELL	DESKTOP PC WITH DUAL NETWORK FOR AV SYSTEM CONTROL (NEW EQUIPMENT SUPPLIED BY THE CLIENT - TO BE RACK MOUNTED - INCLUDES KEYBOARD AND MOUSE - REMOTE-IN FEATURE)	1	\$0.00	\$0.00
EXTRON	MEDIA PROCESSOR, 3G SDI, WITH 3G-SDI INPUT 400GB SSD	1	\$5,506.25	\$5,506.25
EXTRON	EMBEDDER, 4K/60 HDMI AUDIO	1	\$518.75	\$518.75
EXTRON	LINK LICENSE, SMP 351 3G-SDI 400 GB DUAL RECORDING UPGRADE	1	\$2,493.75	\$2,493.75
FOSTEX	POWERED AUDIO MONITOR, RACK MOUNTED	1	\$459.21	\$459.21
INOGENI	DUAL CAMERA PROCESSOR TO USB 3.0 MULTI I/O CAPTURE	1	\$1,970.06	\$1,970.06
MIDDLE ATLANTIC	RACK ACCESSORIES KIT	1	\$269.23	\$269.23
MIDDLE ATLANTIC	1RU BRUSHED PLATE, PASSTHROUGH	2	\$48.60	\$97.20
MIDDLE ATLANTIC	1RU BLANK PLATE, PACK OF 12	1	\$81.00	\$81.00
MIDDLE ATLANTIC	ROUND LACING BARS 90° WITH 4" OFFSET (10PK)	1	\$81.60	\$81.60
MIDDLE ATLANTIC	44RU, 26" DEEP EQUIPMENT RACK CONFIGURED FOR AV	1	\$2,819.40	\$2,819.40
MIDDLE ATLANTIC	SLIDING RACK SHELF FOR KEYBOARD AND MOUSE	1	\$147.00	\$147.00
MIDDLE ATLANTIC	1RU VENTILATED RACK SHELF	3	\$42.00	\$126.00
QSC	AEC DSP DIGITAL AUDIO PROCESSOR W/VOIP DIALING	1	\$2,937.50	\$2,937.50
QSC	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL	1	\$170.67	\$170.67

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Mfg	Description	Qty	Unit Price	Extended Price
SHURE	LITHIUM ION RECHARGEABLE BATTERY	4	\$48.13	\$192.52
SHURE	DUAL DOCK CHARGER FOR WIRELESS MICROPHONES (NOT INSTALLED AT THE RACK)	2	\$127.93	\$255.86
SHURE	DUAL CHANNEL LAVALIER MICROPHONE SYSTEM W/BODY PACK	1	\$1,138.73	\$1,138.73
SHURE	HANDHELD MICROPHONE TRANSMITTER W/SM58 CAPSULE	2	\$252.07	\$504.14
SHURE	12V DC BIAS POWER IN-LINE ADAPTER	2	\$73.47	\$146.94
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE ELEMENT	2	\$114.00	\$228.00
TOTEVISION	15.6" HD MONITOR, 6RU, RACK MOUNTED	1	\$619.15	\$619.15
WILLIAMS SOUND	DANTE ASSISTIVE LISTENING SYSTEM W/4 FM R38 RECEIVERS	1	\$1,863.33	\$1,863.33
	*** WALLS AND CEILING ***			
AVISPL	50' 12G-SDI COAXIAL CABLE, PLENUM RATED (PRESS PLATE)	1	\$148.06	\$148.06
C2G	3' FLEXIBLE HIGH SPEED HDMI CABLE	4	\$14.35	\$57.40
CRESTRON	DUAL-TECH OCCUPANCY SENSOR, POE	1	\$335.37	\$335.37
CRESTRON	DM RECEIVER/CONTROLLER, 4K60 4:4:4 HDR W/SCALER (4 DISPLAY SCALERS)	4	\$1,207.32	\$4,829.28
CRESTRON	DM LITE HDMI OVER CATx TRANSMITTER, SURFACE MOUNT (HDMI FEED FROM PTZ CAMERAS)	2	\$221.34	\$442.68
CRESTRON	DIGITAL MEDIA TX/RX POWER SUPPLY (2 DISPLAY SCALERS)	4	\$67.07	\$268.28
CRESTRON	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, BLACK	6	\$154.27	\$925.62
CRESTRON	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, WHITE	6	\$154.27	\$925.62
CRESTRON	10.1" ROOM SCHEDULING TOUCH SCREEN, POE, BLACK	1	\$1,073.17	\$1,073.17
CRESTRON	MULLION KIT MOUNT FOR ROOM SCHEDULING TOUCH SCREEN	1	\$134.15	\$134.15
KRAMER	150' CAT6A SHIELDED CABLE, PLENUM RATED	12	\$84.62	\$1,015.44
LUMENS	30X 4K/60 PTZ CAMERA, WHITE, 5-YEAR WARRANTY (INCLUDES CEILING TILE MOUNT)	2	\$3,090.67	\$6,181.34
LUMENS	PTZ CAMERA WALL MOUNT, WHITE	2	\$138.67	\$277.34
PEERLESS	HEAVY DUTY TILTING WALL MOUNT FOR 65" DISPLAY	2	\$145.15	\$290.30
PEERLESS	HEAVY DUTY DUAL SWING ARM WALL DISPLAY MOUNT FOR 85" DISPLAY	2	\$429.99	\$859.98
RDL	3G-SDI VIDEO OUT WALL PLATE, DECORA, WHITE (TO BE INSTALLED BY THE CONTROL ROOM ENTRANCE)	1	\$23.35	\$23.35
RDL	DUAL XLR 3-PIN RECORD OUT PRESS PLATE, DECORA, WHITE (TO BE INSTALLED BY THE CONTROL ROOM ENTRANCE)	1	\$18.99	\$18.99
SAMSUNG	65" 4K/UHD COMMERCIAL DISPLAY W/RS232C CONTROL	2	\$1,190.85	\$2,381.70
SAMSUNG	85" 4K/UHD COMMERCIAL DISPLAY W/RS232C CONTROL	2	\$3,307.93	\$6,615.86
SHURE	MICROPHONE ANTENNA CEILING MOUNT	2	\$34.20	\$68.40
SHURE	ANTENNA AMPLIFIER INLINE FOR REMOTE MOUNTING	2	\$158.33	\$316.66
SHURE	1/2 WAVE OMNIDIRECTIONAL ANTENNA	2	\$29.13	\$58.26

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Mfg	Description	Qty	Unit Price	Extended Price
	(PLACED ABOVE THE ACOUSTICAL CEILING GRID)			
SHURE	50' UHF ANTENNA CABLE	2	\$92.47	\$184.94
WILLIAMS SOUND	ALS REMOTE ANTENNA KIT W/RIGHT ANGLE BRACKET, F CONNECTOR	1	\$83.33	\$83.33
	*** PRICING IS BASED ON TIPS CONTRACT #200904 ***			
Subtotal				\$109,329.52

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

\$7,412.02

Equipment Total	\$109,329.52
Installation Materials	\$5,630.07
Professional Services	\$43,630.00
Direct Costs	\$0.00
General & Administrative	\$5,586.06
Services - Room Support and Maintenance	\$7,412.02
Subtotal	\$171,587.67

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Services and Support

Global Support and Maintenance

AVI-SPL’s Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization’s collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware	●	●	●

Support Services are provided on a per-room or per-project basis.

Essential (Time and Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

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Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment
Preventative Maintenance Check	Consumable Replacement

Extended Hardware Warranty*

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

*Owner Furnished Equipment not Included

Enhanced On-site Response

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

*Not available in all areas. Subject to AVI-SPL approval

Preventative Maintenance Check

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

- **New Offering:** Add a sanitizing deep clean to your preventative maintenance visit. Our manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your technology.

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Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

*Not available in all areas. Subject to AVI-SPL approval

Managed Services

AVI-SPL's Managed Services provides technical know-how and purpose-built management tools that **improve the user experience, increase reliability, and reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL's Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL's Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world's largest and most complex collaboration environments.

Symphony is AVI-SPL's proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.



All of this with a year-over-year customer satisfaction rating average of 94%.

Managed Services Starter Package

AVI-SPL's Managed Services solution includes **device monitoring and control, reporting, analytics, and technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony

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platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

Starter Package Included Services

- Room monitoring and control – up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

Included Customizations

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

Service with Insight

AVI-SPL's Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- **Analytics** – display data in a dashboard format, providing a visual representation of the data in chart/graph format. Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** – display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

Service Management Support

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

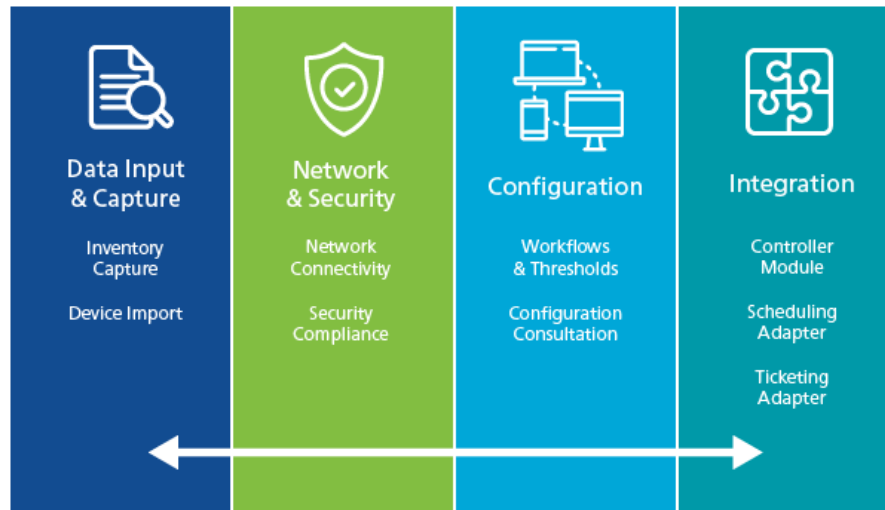
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- **Account Manager (AM)** – responsible for the overall customer relationship, the account manager ensures AVI-SPL solutions meet customer business needs. Account managers provide life cycle relationship management, working to ensure the solution evolves with changing environments as well as with customer collaboration support strategies.
- **Service Delivery Manager (SDM)** – responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

Managed Services: Available Options

Private Cloud

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

Additional Rooms

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.

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Infrastructure Monitoring and Support

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

Ticket Adapter License

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

Scheduling Adapter License

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides uni-directional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

Automated Conferencing

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

Producer Attended Conferencing

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

Conference Recording Services

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

Cloud Video Bridging Services

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

Connectivity and Security Options

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

End-User Training

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.

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Leasing Through AVI-SPL

With the power of [AVI-SPL's Global Financial Services](#) on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.

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AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.



Actionable Business Intelligence

Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.

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Technology Training

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- Quick Reference Guides

Collaboration Services

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members. These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution

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Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

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specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,

Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are

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at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action,

whether based in contract, tort, or any other theory.

14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

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General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

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security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

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notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a Consulting Agreement with Becker & Poliakoff to represent Bay Harbor Islands' interests before federal, state and local legislative and executive branches of government. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

Becker will provide professional consulting services of such general nature as Bay Harbor Islands may prescribe. It is contemplated that these services will include, but not be limited to, the promotion of federal, state and local legislation, appropriations or regulatory changes of interest to Bay Harbor Islands and will include, but not be limited to, increasing the general awareness of Bay Harbor Islands among the federal, state and local government officials and policy makers. Becker will represent the interests of Bay Harbor Islands before the legislative and executive branches of the federal, state and local governments. This Agreement will have a term commencing March 1st, 2022 and terminating February 28th, 2023. However, the parties may agree to an extension of the contract on a month-to-month basis or on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for reasonable cause upon not less than thirty (30) days written notice to the other party.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Bay Harbor Islands agrees to pay Becker \$50,000 annually (\$2,083 per month for federal and \$2,084 per month for state and local for a grand total of \$4,167 per month). The first monthly installment will be upon billing and subsequent payments at the beginning of each successive month, billings to be provided by Becker.

Any Expenses incurred by Becker in the representation of Bay Harbor Islands will be included in the monthly retainer. These will include local transportation, messenger, and long-distance services. Travel outside of the Miami-Dade and Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by Bay Harbor Islands.

The Town has approved \$50,000 for Town Lobbyist appropriations during the budgeting process for Fiscal Year 2022 in Causeway Fund. The Causeway Fund is projected to have \$784,729 net income at the end of the Fiscal Year 2022,

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
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Town Lobbyist - Becker and Poliakoff	03/09/2022	\$50,000	401.5415.400031.000	Town Lobbyist	\$50,000
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Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	Becker & Poliakoff Consulting Agreement - 3-3-2022
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CONSULTING AGREEMENT

By this agreement entered this 1st day of March 1st, 2022, between Becker & Poliakoff (hereinafter designated as “Becker”) and Bay Harbor Islands, FL, the services of the Consultant are retained by Bay Harbor Islands pursuant to the following terms and conditions:

1. Scope of Engagement

Becker will provide professional consulting services of such general nature as Bay Harbor Islands may prescribe. It is contemplated that these services will include, but not be limited to, the promotion of federal, state and local legislation, appropriations or regulatory changes of interest to Bay Harbor Islands and will include, but not be limited to, increasing the general awareness of Bay Harbor Islands among the federal, state and local government officials and policy makers. Becker will represent the interests of Bay Harbor Islands before the legislative and executive branches of the federal, state and local governments.

2. Terms

This Agreement will have a term commencing March 1st, 2022 and terminating February 28th, 2023. However, the parties may agree to an extension of the contract on a month-to-month basis or on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for reasonable cause upon not less than thirty (30) days written notice to the other party.

3. Fees

In consideration of the foregoing services, Bay Harbor Islands agrees to pay Becker \$50,000 a year (\$2,084 per month for federal and \$2,083 per month for state and local for a grand total of \$4,167 per month). The first installment will be upon billing and subsequent payments at the beginning of each successive month, billings to be provided by Becker.

Any Expenses incurred by Becker in the representation of Bay Harbor Islands will be included in the monthly retainer. These will include local transportation,

messenger, and long-distance services. Travel outside of the Miami-Dade and Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by Bay Harbor Islands.

4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

In witness whereof, the parties have executed this Agreement.

Omar Franco, Senior Director
Becker & Poliakoff, P.A.
1275 K Street, N.W., Suite 850
Washington, DC 20005

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Signature_____

Signature _____

Date_____

Date_____

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a Resolution to allow Town Council Members to receive Health Insurance Coverage after expiration of their term of office, with premiums to be paid by the former Council Members.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING COUNCIL MEMBERS TO RECEIVE HEALTH INSURANCE COVERAGE, AFTER EXPIRATION OF THEIR TERM OF OFFICE, WITH PREMIUMS TO BE PAID BY FORMER COUNCIL MEMBERS; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

DESCRIPTION:

The proposal was considered and approved by the Retirement Board at the February 9, 2022 meeting. Town Council Members are paid \$1.00 per year, and are considered employees of the Town. The idea is to offer Health Insurance Coverage to Town Council Members, after expiration of their term, provided that the former Council Members pay the premium for the insurance coverage; and that they continue to be paid \$1.00 per year.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

There will be no fiscal impact to the Town as premiums will be paid by the participants.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

1.	Resolution - Health Insurance for Elected Official-Expiration of Term
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA;
AUTHORIZING COUNCIL MEMBERS TO RECEIVE HEALTH
INSURANCE COVERAGE, AFTER EXPIRATION OF THEIR TERM OF
OFFICE, WITH PREMIUMS TO BE PAID BY FORMER COUNCIL
MEMBERS; PROVIDING FOR INCORPORATION OF RECITALS AND
SETTING AN EFFECTIVE DATE.**

WHEREAS, Bay Harbor Islands provides Health Insurance to its employees; and

WHEREAS, Town Council Members are paid a dollar a year, and are therefore considered employees; and

WHEREAS, Bay Harbor Islands currently permits the Town Council to participate in its Health Insurance Program; and

WHEREAS, the Town desires to offer Health Insurance coverage to Town Council Members after expiration of their term of office, provided that the former Council Members pay the premium for the insurance coverage; and

WHEREAS, in order for former Council Members to be eligible to purchase the Town's Health Insurance, at their own cost, former Council Members will continue to be paid one dollar per year, for so long as they desire.

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

Section 1: The foregoing recitals are true and correct and incorporated by reference.

Section 2. Former Council Members shall continue to be paid one dollar per year and shall be eligible to purchase coverage on the Town's Health Insurance Plan, providing they pay the entire premium.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of March 2022.

**JOSHUA D. FULLER
MAYOR**

ATTEST

**YVONNE P. HAMILTON,
ACTING TOWN CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**TOWN ATTORNEY
GREENSPOON MARDER LLP
By: JOSEPH S. GELLER**

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 11.

ITEM: Consideration and Approval of the 2022/2023 Budget Preparation Calendar. Enclosed is the Proposed schedule provided by the Finance Director.

DESCRIPTION:

The Town Manager and Finance Department hereby presents the proposed dates for the Fiscal Year 2022/2023 Budget Preparation Calendar. Enclosed is a copy of the proposed Budget Preparation Calendar.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

No Fiscal Impact. This is just a Budget Preparation Calendar.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director
Maria Lasday, Town Manager

ATTACHMENTS

1.	TBHI Budget Preparation Calendar FY 2023
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TOWN OF BAY HARBOR ISLANDS
2023 Annual Budget
BUDGET PREPARATION CALENDAR

Distribution of Department Budget Package to Department Directors	March 14, 2022
Budget Goals and Objectives with Town Council to set forth funding priorities for the new fiscal year	April 13, 2022 (Wednesday 7:00PM)
Submission of Department Budget Requests to Finance Department Due	May 9, 2022
Departmental Budget Meetings for Review with Town Manager	May 23 to May 31, 2022
Miami-Dade Property Appraiser 2021 Assessment Roll Estimate	June 1, 2022
Town Council Budget Workshop	June 8, 2022 (Wednesday 7:00PM)
Fiscal Year 2023 Proposed Budget Delivered to the Town Council	July 1, 2022
Miami-Dade Property Appraiser Certified Taxable Value	July 1, 2022
Town Council Special Meeting – Budget Presentation and Discussion, Accept Town Manager’s Proposed Millage Rate	August 3, 2022 (Wednesday 7:00PM)

Notification of Property Appraiser of Proposed Millage Rate; Rolled-back Rate; and Date, Time, and Meeting Place of the Tentative Budget Hearing

August 4, 2022

Special Council Meeting First Public FY 2023 Budget Hearing

September 14, 2022

Budget Summary and Notice of Hearing Published

September 16, 2022

Special Council Meeting Second Public FY 2023 Budget Hearing

September 21, 2022

Fiscal Year 2023 Begins

October 1, 2022

First Public Hearing dates
of: Miami-Dade County
(September xx) Miami-
Dade County School Board
(July xx)

Second Public Hearing
dates of: Miami-Dade
County (September xx)
Miami-Dade County
School Board (September
xx)

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 12.

ITEM: Consideration and Approval regarding re-appropriation of various funds carried forward from FY 2020/2021 to FY 2021/2022 to fund the cost of the projects started during FY 2020/2021, but not completed or deferred until after September 30, 2021.

DESCRIPTION:

Consideration and Approval regarding re-appropriation of various funds carried forward from FY 2020/2021 to FY 2021/2022 to fund the cost of the projects started during FY 2020/2021, but not completed or deferred until after September 30, 2021.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Various Funds-Unrestricted Fund Balances are re-appropriated for the projects started in FY 2021.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director
Maria Lasday, Town Manager

ATTACHMENTS

1.	FY 2021 Funds Carryforwards Memo
2.	FY 2022 Budget Carryforwards Worksheet Attachment A



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: MARCH 9TH , 2022
TO: HONORABLE MAYOR, VICE-MAYOR AND MEMBERS OF THE TOWN COMMISSION
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2021/2022 BUDGET CARRYFORWARDS

It is recommended that the Council approve the following re-appropriation carryforwards representing as listed below:

General Fund Balance – Unrestricted will be re-appropriated by \$1,156,292.83 for the projects budgeted and appropriated in Fiscal Year 2020/2021.

Capital Projects Fund – Revenues and Expenditures will be increase by the transfer of \$330,800 from the General Fund for procurement of Police Department equipment.

Police Forfeiture Fund – Revenues and Expenditures will be increased by the transfer of \$4,186.65 that was received by General Fund after the budget was approved.

Causeway Fund Balance – Unrestricted will be re-appropriated by the \$1,388,704.35 for the projects budgeted and appropriated in Fiscal Year 2020/2021.

Sewer Fund Balance – Unrestricted will be re-appropriated by \$182,621.00 for the projects budgeted and appropriated in Fiscal Year 2020/2021.

Stormwater Fund Balance – Unrestricted will be re-appropriated by \$232,938.40 for the projects budgeted and appropriated in Fiscal Year 2020/2021.

Detailed information for these projects funded in 2020/2021 but not completed or deferred until after September 30, 2021, please refer to Attachment A. The sum to be carried forward is the total previously approved amount less any amounts expended prior to September 30, 2021. Various Funds projects may be substantially completed at this time but were still in process as of September 30th, 2021. Since final payments will be made in the 2021-2022 fiscal year, the funding needs to be brought forward.

The Town Final Budget Resolution No. 2243, Section 3, Resolves following:

...“Encumbrances (transactions that reserve funding for contracted purchases of goods or services made in prior fiscal year) are re-appropriated as part of the subsequent year’s budget in a reserve for encumbrances. The undisbursed balance of any appropriation for incurred obligations for goods or services that have been approved and contracted for in the prior fiscal year as encumbrances against the undistributed balances of such appropriations that is proven to be legal, due, and unpaid, shall be carried forward”.

Majority of these carryforwards consist of the U.S. President Joe, Biden and his administration passed American Rescue Plan Federal Funds. The first Tranche of funds in the amount of \$1,4 million was received late in the Fiscal Year 2020/2021 and therefore the projects that were budgeted did not get under way until the last month of the last Fiscal Year.

Town of Bay Harbor Islands, Florida
Carryforwards Amendments to the 2021-2022 Budget
Attachment A

Fiscal Year 2021/2022

Budget Amendm. No. 1

Fund Nos. **001 General Fund**
 301 Capital Projects Fund
 303 Police Forfeiture Fund
 401 Causeway Fund
 402 Sewer Fund
 406 Stormwater Fund

Account Number	Account Description	Justification	Original/Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001.9990.382010.000	Appropriation From Fund Balance	To Re-Appropriate Fund Balance for Expenditures	\$ -	\$ 821,306.18	\$ -	821,306.18
TOTAL	GENERAL FUND REVENUES			\$ 821,306.18		
EXPENDITURES						
001.5125.400031.000	Professional Services-Town Clerk-Scanning	Re-appropriate Fund Balance for Carryforwards in General Fund. Amounts were originally funded in FY 2020/2021. See Finance Director Memo attached (Attachment B).	25,000.00	29,612.50	-	54,612.50
001.5125.400066.000	Computer Software-Town Clerk-BTR, Election C		-	47,200.00	-	47,200.00
001.5130.400066.000	Computer Software-Finance&Administration-Inc		-	50,000.00	-	50,000.00
001.5135.400063.000	Improvements(Excl. Buildings)-IT-Town Wide W		-	40,000.00	-	40,000.00
001.5135.400066.000	Computer Software-IT-Work Order and IT Servic		-	7,000.00	-	7,000.00
001.5137.400034.000	Other Contractual Services-HR-Scanning		14,500.00	25,000.00	-	39,500.00
001.5137.400048.000	Promotional Activities-HR-Employee Banquet		39,500.00	25,000.00	-	64,500.00
001.5137.400066.000	Computer Software-HR-NeoGov, Power DMS		-	25,000.00	-	25,000.00
001.5190.400063.000	Improvements(Excl. Buildings)-PB-Town Hall R		218,808.00	147,523.48	-	366,331.48
001.5240.400066.000	Computer Software-Building-Central Square		-	203,475.00	-	203,475.00
001.5250.400034.000	COVID19 Pandemic Expenses		-	10,000.00	-	10,000.00
001.5410.400063.000	Improvements(Excl. Buildings)-Street&Parkways		260,000.00	44,116.20	-	304,116.20
001.5720.400049.000	Other Current Charges-Parks&Recreation-Tutori		167,880.00	50,000.00	-	217,880.00
001.5720.400063.000	Improvements(Excl. Buildings)-Lighting		350,000.00	117,379.00	-	467,379.00
001.5720.400091.000	Trasnfer to Other Funds - General Fund		234,000.00	334,986.65	-	568,986.65
TOTAL	GENERAL FUND EXPENDITURES			\$ 1,156,292.83		

CAPITAL PROJECTS FUND

REVENUES						
301.9990.381000.000	Transfer From Other Funds		\$ 234,000.00	\$ 330,800.00	\$ -	564,800.00
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 330,800.00		
EXPENDITURES						
301.5210.400064.000	Machinery&Equipment-PD-LPR System	Increase Expenditures for Carryforwards in Capital Projects Fund for Police Department Equipment. Amounts were originally funded in FY 2020/2021. See Finance Director Memo attached (Attachment B).	-	174,000.00	-	174,000.00
301.5210.400064.000	Machinery&Equipment-PD-Vehicle Gun Racks		-	2,100.00	-	2,100.00
301.5210.400064.000	Machinery&Equipment-PD-Tasers		-	9,000.00	-	9,000.00
301.5210.400064.000	Machinery&Equipment-PD-Laptops		-	50,000.00	-	50,000.00
301.5210.400064.000	Machinery&Equipment-PD-Rifle Plates		-	13,400.00	-	13,400.00
301.5210.400064.000	Machinery&Equipment-PD-Vehicle Replacement		-	50,000.00	-	50,000.00
301.5210.400064.000	Machinery&Equipment-PD-Balistic Vests		14,400.00	14,400.00	-	28,800.00
301.5210.400064.000	Machinery&Equipment-PD-Radio System		14,100.00	14,100.00	-	28,200.00
301.5210.400064.000	Machinery&Equipment-PD-Vehicle Outfitting		36,000.00	3,800.00	-	39,800.00
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 330,800.00		

POLICE FORFEITURE FUND

REVENUES		Increase Revenues and Expenditures for Carryforwards in Police Forfeiture Fund. Amounts were originally funded in FY				
303.9990.381000.000	Transfer From Other Funds		\$ -	\$ 4,186.65	\$ -	4,186.65
TOTAL	POLICE FORFEITURE FUND REVENUES			\$ 4,186.65		
EXPENDITURES						
303.5210.400052.000	Operating Supplies		50,034.00	4,186.65	-	54,220.65
TOTAL	POLICE FORFEITURE FUND EXPENDITURES			\$ 4,186.65		

CAUSEWAY FUND

REVENUES						
402.0000.272000.000	Retained Earnings-Unreserved	Re-Appropriate Fund Balance	\$ -	\$ 1,388,704.35	\$ -	1,388,704.35
TOTAL	CAUSEWAY FUND REVENUES			\$ 1,388,704.35		
EXPENDITURES						
401.5415.400063.000	Improvements(Excl. Buildings)-Causeway-Hardw	Increase for Carryforwards in Causeway Fund. Amounts were originally funded in FY 2020/2021. See Finance Director Memo attached (Attachment B).	-	300,000.00	-	300,000.00
401.5415.400063.000	Improvements(Excl. Buildings)-Causeway-Spall		900,000.00	500,000.00	-	1,400,000.00
401.5145.400063.000	Improvements(Excl. Buildings)-Causeway-Condu		-	200,000.00	-	200,000.00
401.5145.400063.000	Improvements(Excl. Buildings)-Causeway-Repla		-	88,704.35	-	88,704.35
401.5145.400063.000	Improvements(Excl. Buildings)-Causeway-Welco		-	300,000.00	-	300,000.00
TOTAL	CAUSEWAY FUND EXPENDITURES			\$ 1,388,704.35		

S E W E R F U N D						
REVENUES						
402.0000.272000.000	Retained Earnings-Unreserved	Re-Appropriate Fund Balance	\$ -	\$ 182,621.00	\$ -	182,621.00
TOTAL	SEWER FUND REVENUES			\$ 182,621.00		
402.5350.400031.000	Professional Services-Desing Services Sewer Upg	Increase for Carryforwards in	-	142,621.00	-	142,621.00
402.5350.400063.000	Improvements(Excl. Buildings)-Sewer-Mobile Co	Sewer Fund. Amounts were	-	40,000.00		
TOTAL	SEWER FUND EXPENDITURES			\$ 182,621.00		
S T O R M W A T E R F U N D						
REVENUES						
406.0000.272000.000	Retained Earnings-Unreserved	Re-Appropriate Fund Balance	\$ -	\$ 232,938.40	\$ -	232,938.40
TOTAL	STORM WATER FUND REVENUES					
406.5380.400031.000	Professional Services-KCI Technologies	Increase for Carryforwards in	-	22,938.40	-	22,938.40
406.5380.400063.000	Improvements(Excl. Buildings)-Stormwater Impr	Stormwater Fund. Amounts	100,000.00	210,000.00		
TOTAL	STORM WATER FUND EXPENDITURES			\$ 232,938.40		

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a General Release and Separation Agreement between Alba Chang and the Town of Bay Harbor Islands. Enclosed is a copy of the Separation Agreement and General Release.

DESCRIPTION:

A majority of the Council Members voted to terminate Town Clerk Alba Chang at the February 15, 2022 Council Meeting. And the Town Attorney was directed to negotiate a Severance Agreement with Ms. Chang per the maximum severance allowed per Florida Statute. The Town proposed to provide Ms. Chang with six (6) weeks of severance pay, the maximum allowed by the Florida Statute, payout of 100% (189) hours of all unused vacation/personal time, and 100% (470.5 hours) of all unused sick time as of February 15, 2022; as well as payout for other items designated in Section 3 (a-h); for Ms. Chang full and general waiver of all rights and claims against the Town.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

1. Severance pay in an amount equal to six (6) weeks of her regular base salary, the gross amount of which is \$12,945.60, minus all applicable deductions and withholdings for taxes and all other purposes;
2. A lump sum payout of a total of 659.50 hours of accrued sick leave and vacation / personal leave as of February 15, 2022, totaling \$35,573.43, minus all applicable deductions and withholdings for taxes and all other purposes; and
3. Eligibility to continue her medical, dental and vision coverage through the TOWN's group plan through March 31, 2022.
4. Longevity bonus payment in the amount of \$4,488.00 (4% of current pay)
5. Six (6) weeks of car allowance totaling \$800.00
6. Six (6) months of payment for health insurance purchase \$3,600.00 (\$600 per month)
7. \$100 per year of service for a total of 14 years of service \$1,400.00 (subject to verification of resolution)
8. \$1,500 maximum payment for Ms. Chang's attorneys fees in connection with this Separation Agreement

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

1.	Separation Agreement and Final Release-Alba Chang
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SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is entered into by and between ALBA CHANG (“EMPLOYEE”) and the TOWN OF BAY HARBOR ISLANDS, FLORIDA, including but not limited to its current and former employees, agents, administrators, representatives, council members, successors and assigns (collectively, the “TOWN”).

WHEREAS, EMPLOYEE was employed as The Town Clerk , a charter officer for the Town of Bay Harbor Islands;

WHEREAS, at the Town Council Meeting on February 15, 2022 by majority vote of the Town Council, the Council voted to terminate Ms. Chang from her position of Town Clerk effective immediately, and voted to direct the Town Attorney to negotiate a severance agreement with Ms. Chang per the maximum severance allowed per Florida Statute; and

WHEREAS, the TOWN will provide Ms. Chang with six (6) weeks of severance pay (maximum amount per Florida Statute as directed by Council) and a payout 100% (189 hours) of all unused vacation / personal time and 100% (470.5 hours) of all unused sick time as of February 15, 2022 and payout for other items designated in Section 3 (a-g) as set forth below, in exchange for EMPLOYEE’s execution of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises and good and valuable consideration, EMPLOYEE and the TOWN, intending to be legally bound, agree to the following.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Termination.** The TOWN will set the EMPLOYEE’s last day of employment with the TOWN as February 15, 2022 (“Termination Date”).

3. **Consideration.** In consideration for EMPLOYEE's waiver and release of all claims against the TOWN, and fulfilling all other promises as set forth herein, the TOWN agrees to provide EMPLOYEE with:

- a. Severance pay in an amount equal to six (6) weeks of her regular base salary, the gross amount of which is \$12,945.60, minus all applicable deductions and withholdings for taxes and all other purposes;
- b. A lump sum payout of a total of 659.50 hours of accrued sick leave and vacation / personal leave as of February 15, 2022, totaling \$35,573.43, minus all applicable deductions and withholdings for taxes and all other purposes; and
- c. Eligibility to continue her medical, dental and vision coverage through the TOWN's group plan through March 31, 2022.
- d. Longevity bonus payment in the amount of \$4,488.00 (4% of current pay)
- e. Six (6) weeks of car allowance totaling \$800.00
- f. Six (6) months of payment for health insurance purchase \$3,600.00 (\$600 per month)
- g. \$1,500 maximum payment for reimbursement of Ms. Chang's attorney's fees in connection with this Separation Agreement

The payments set forth in paragraphs a - g above shall be made within ten (10) days of the Effective Date of this Agreement as set forth in Paragraph 10 herein. The parties agree and acknowledge that the payments delineated herein are good, valuable, and sufficient consideration for EMPLOYEE's full waiver and release of all claims and her fulfilling all other promises set forth herein. EMPLOYEE acknowledges that without this Agreement she would not otherwise be

entitled to the consideration she is receiving pursuant to this Agreement. EMPLOYEE acknowledges and agrees to act as a consultant for the Town Clerk on an as needed basis & with no additional payment for such service through March 31, 2022 in order to assist the Town with the transition for the Clerk's office.

4. **Full and General Waiver of All Rights and Claims.** EMPLOYEE hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which she has or may have against the TOWN from the beginning of the world until the Effective Date of this Agreement as set forth in Paragraph 10 of this Agreement, including, but not limited to, any claim(s) under:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour laws;
- Florida and federal whistle-blower laws, including § 112.3187, Florida Statutes;
- The Internal Revenue Code;
- The Employment Retirement Income Security Act of 1974;
- The Rehabilitation Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993;
- Any public policy, contract or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress; negligent retention; supervision or training; defamation; assault; battery; false imprisonment; wrongful termination; loss of consortium; etc.) whether based on common law or otherwise;
- Any state law or common law claim for wrongful or constructive discharge, fraud, misrepresentation, breach of contract, breach of implied contract or implied covenant, or any similar action; and

- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

Further, EMPLOYEE acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, and any appeal of her separation with the TOWN incurred in connection with her employment with the TOWN, her separation from that employment, or with any of the above-referenced claims. EMPLOYEE understands and agrees that with respect to the claims she is waiving in this Agreement, she is waiving not only the right to recover money or other relief in any action she might institute, but also that she is waiving any right to recover money or any other relief whatsoever in any action that might be brought by her or on her behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

EMPLOYEE understands that the foregoing list of causes of action which have been waived is meant to be illustrative rather than exhaustive and understands and acknowledges that she is waiving and releasing the TOWN from any and all causes of action of any nature whatsoever. It is EMPLOYEE's intention to fully, finally, and forever resolve and release any and all disputes she may have or believe herself to have against the TOWN with respect to any alleged acts occurring before the Effective Date of this Agreement as set forth in Paragraph 10 of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

5. **No Pending Lawsuits Claims or Charges and Covenant Not to Sue.** EMPLOYEE represents that she has no charges or claims pending against the TOWN with any federal, state, or local agency or department. EMPLOYEE also represents that she does not currently have pending before any court any dispute of any kind against the TOWN. EMPLOYEE further represents and

agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the TOWN, including any appeal of her separation before the TOWN, and represents that she has not hereinafter assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by her herein. If it is determined that EMPLOYEE has any lawsuit, charge or claim of any kind pending against the TOWN, EMPLOYEE agrees to dismiss all such, charges, claims, and/or lawsuits with prejudice, immediately upon the Effective Date of this Agreement as set forth in Paragraph 10 of this Agreement.

6. **Employment.** EMPLOYEE agrees she is not entitled to reinstatement of employment with the TOWN.

7. **Unemployment.** The TOWN agrees that it will not oppose any claim made by EMPLOYEE for unemployment benefits pursuant to Chapter 443, Florida Statutes.

8. **Time to Consider Signing Agreement.** EMPLOYEE acknowledges that she has been given a reasonable period of time of not less twenty-one (21) calendar days (within which to decide whether to sign this Separation Agreement. EMPLOYEE understands and agrees that any changes or amendments to this Agreement, whether material or not, will not re-start the twenty-one (21) day period. EMPLOYEE understands and agrees that she can use all or any part of the twenty-one (21) day period to decide whether to sign this Agreement. EMPLOYEE further acknowledges that she has, in fact, taken a reasonable period of time to consider this Agreement.

9. **Seven (7) Day Period to Revoke.** EMPLOYEE understands that she can revoke this Agreement within seven (7) calendar days after she signs it. (The seven-day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday or legal holiday, the seventh day will be the next business day.) Any revocation within this period must be in writing and must be received by TOWN Manager, Maria Lasday 9665 Bay Harbor Terrace, Bay Harbor

Islands, FL 33154 by 5:00 p.m. on the seventh (7) day following his execution of the Agreement. EMPLOYEE understands and agrees that, in the event that she revokes this Agreement, this Agreement will become null and void, and the TOWN will owe nothing pursuant to this Agreement.

10. Effective Date. This Agreement will become effective upon the execution of this Agreement by EMPLOYEE and the expiration of the seven (7) day revocation period. After the seven-day revocation period has expired, and if EMPLOYEE has not revoked this Agreement, the TOWN will execute this Agreement.

11. Non-Admission of Wrongdoing. The parties agree that neither this Agreement nor the furnishing of any consideration under this Agreement shall be construed as an admission by any party of any wrongdoing, liability or unlawful conduct. In fact, the TOWN denies that it has done anything wrong or is liable in any way to EMPLOYEE.

12. Public Record. EMPLOYEE understands and agrees that under the Public Records Law, the TOWN is required to, and shall upon request by any third party, disclose the terms of this Agreement, and the TOWN shall comply with all federal, state, and local laws requiring disclosure of public records.

13. Disputes. In the event of a dispute as to the interpretation or application of, or an alleged breach of this Agreement, the parties agree that such dispute shall be heard by a judge, and not a jury, in Dade County, Florida. The parties further agree that this Agreement shall be governed by the laws of the State of Florida.

14. Severability. If any provision of this Agreement, other than the provisions of Paragraph 4, is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be

modified to become enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. EMPLOYEE acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Agreement except for those set forth in this Agreement.

16. **Consultation with Legal Counsel.** EMPLOYEE acknowledges that she has been encouraged by the TOWN to consult with an attorney of her choice regarding the terms of this Agreement before signing this Agreement.

17. **Amendment.** This Agreement may not be amended except by written agreement signed by all parties.

18. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

19. **Acknowledgement.** EMPLOYEE acknowledges that she has carefully read and understands this Agreement consisting of eight (8) pages and agrees that the TOWN has not made any representations other than those contained herein. EMPLOYEE also acknowledges that she enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims she had, has, or may have against the TOWN.

THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND

COMPROMISE BETWEEN THE TOWN AND EMPLOYEE. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE BENEFITS SET FORTH ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO RELEASE, WAIVE, AND SETTLE ALL CLAIMS SHE HAS OR MIGHT NOW HAVE AGAINST THE TOWN FROM THE BEGINNING OF TIME UNTIL THE EFFECTIVE DATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, EMPLOYEE and the TOWN have executed this Agreement as of the date set forth below.

Alba Chang

TOWN of Bay Harbor Islands, Florida

By:_____

Date:_____

Date:_____

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 14.

ITEM:

Consideration and Approval of an ordinance on second reading to amend Chapter 23 of the Town Code establishing a new method of measuring the height of a building from the Base Flood Elevation (BFE) plus any additional freeboard, pursuant to the Florida Building Code; or as otherwise prescribed by federal, state, county flood control laws or regulations. Enclosed is a copy of the proposed ordinance and staff report provided by the Town Planner.

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; ARTICLE I, SECTION 23-1 DEFINITIONS AND SECTIONS 23-11 – 23-12 ENTITLED BUILDING SETBACK, COVERAGE, AND HEIGHT REQUIREMENTS; TO ESTABLISH THE METHOD OF MEASURING A BUILDING HEIGHT TO START FROM THE BASE FLOOD ELEVATION PLUS ANY ADDITIONAL FREEBOARD PER THE FLORIDA BUILDING CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DESCRIPTION:

The proposed ordinance being presented for Second Reading pertains to the method for measuring the height of a building. The amendment would modify the Zoning Code to measure the height of a building from from Base Flood Elevation (BFE) plus 1' of freeboard.

Enclosed is a copy of the proposed ordinance and staff report prepared by Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

1.	BHI Bldg. Height Ord. Requirement Sections 23-11 - 23-12_1.4.2022
2.	BHI Bldg. Height Ord. 2021 Exhibit
3.	BHI TC Staff Report Bldg. Height Modification . Dec. 28, 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; ARTICLE I, SECTION 23-1 DEFINITIONS AND SECTIONS 23-11 – 23-12 ENTITLED BUILDING SETBACK, COVERAGE, AND HEIGHT REQUIREMENTS; TO ESTABLISH THE METHOD OF MEASURING A BUILDING HEIGHT TO START FROM THE BASE FLOOD ELEVATION PLUS ANY ADDITIONAL FREEBOARD PER THE FLORIDA BUILDING CODE; 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, 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, The Town's Charter contains a provision that limits the height of all new building to not more than seventy-five (75) feet, unless a referendum is held; and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify the existing Zoning Regulations to establish a method of measuring a building consistent with the Florida Building Code; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Zoning and Planning Code.

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

Section 1. 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 I, Section 23-1 entitled Definitions and Sections 23-11 and 23-12 entitled Building Setback, Coverage, and Height Requirements, as more fully set forth in the attached Exhibit "A" and 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 AND ADOPTED on Second Reading this 9th day of February 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
ACTING TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
GREENSPOON MARDER, LLP
TOWN ATTORNEYS

EXHIBIT “A”

Proposed Amendments to the Town of Bay Harbor Islands

Zoning and Planning Code – Chapter 23

Sec. 23-1. Definitions.

Height of Building or Structure: The vertical distance from the highest minimum elevation required by state or federal law, including the Base Flood Elevation (BFE) plus any additional freeboard per F.B.C. 1612, F.B.C. 322, and A.S.C.E. 24, to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof or to the average height of the highest gable of a pitched, hip or gambrel roof. Decorative architectural roof features, mechanical equipment or rooms, elevator equipment rooms, water storage facilities, air conditioning equipment, accessory recreational facilities, fences, walls and similar facilities (non-habitable roof features) shall not be counted as part of the height. See subsection 23-12(25) for design guidelines.

Sec. 23-11. Building setback, coverage and height requirements.

(A) *RD – Single Family Area:*

(6) Height limits.

- a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

(B1) *RM-1 Multiple Family Residential district (Waterfront lots).*

(9) *Maximum building height:* No building in the RM-1 Multiple Family area shall exceed the following height limits as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations:

Block 1. Seventy-five feet in height.

Block 2, Lots 1 through 13, inclusive. Sixty-five feet in height.

Block 2, Lots 14 through 29, inclusive. Seventy-five feet in height.

Block 3. Sixty-five feet in height.

Block 4. Seventy-five feet.

Each building level/story shall be a minimum of nine feet in height from floor to ceiling inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

(B2) RM-2 Multiple Family Residential district (Non-waterfront).

(9) *Maximum building height.* No building in the RM-2 Multiple Family district shall exceed 65 feet in height as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

Each building level/story shall be a minimum of nine feet in height from floor to ceiling, inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

(C) B-1 Business district.

(8) *Maximum building height:* No building or portion thereof shall exceed 65 feet in height as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations, except for those allowable rooftop structures listed in subsection 23-12(25) ("standard height"). Notwithstanding the above, buildings or portions of buildings in the district may be increased with bonus height up to a maximum of 75 feet in height ("maximum height") except for those allowable rooftop structures listed in subsection 23-12(25), upon the submission of a written request setting forth the proposed participation and contribution into the town's public benefit program ("request"), as set forth below, provided:

(D) RM-3 Multiple Family Residential district.

(9) *Maximum building height.* No building shall exceed 75 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations, unless otherwise approved by the town residents and town council in accordance with section 86 of the Town Charter, but in no case more than 120 feet in height, which includes the primary building, parking garage or any other accessory structure, but does not include rooftop mounted structures as defined in subsection 23-12(25). The town council reserves the right, as part of any consideration to allow a building to exceed 75 feet in height, to require site plan modifications, project mitigation and/or tradeoffs (including but not limited to off-site improvements, on-site improvements, pedestrian walkways, enhanced view vistas to adjoining waterways, etc.).

Sec. 23-12. General Provisions

(12) The finished grade of any lot in the town may not be increased above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood-control laws or regulations. All yards shall be sloped so as to drain to the street drainage gutter, seawall or on-site retention/discharge system, and shall not drain into adjacent property. Finished grades at adjoining lots shall be equal unless the ~~town council~~ Design Review Board approves a retaining wall system. All swale areas within adjoining roadways adjoining lots and yard areas adjacent to seawalls shall be designed to provide retention for sediments prior to discharge to meet NPDES permit requirements.

**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: December 28th, 2021

Subject: Proposed Amendments to Zoning & Planning Code
Building Height Measurement Update – FBC Freeboard Adjustment
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

Since the Town created its initial Zoning Code in 1957 there has been specific standards included upon which building height is measured and allowed. The earliest method was to allow building heights "X" feet (varied by district) above the average crown of the adjoining roadways. The typical roadway crowns (centerlines) in the Town are only about 4.5' - 5.0 NGVD (above sea level). The pre-FEMA era standard was the lowest habitable floor had to be at least 18" above the crown of road. Later after FEMA came into existence in 1979 and Flood Insurance Rate Maps (FIRM) flood maps were created, the Town's building height measurement was changed to "minimum flood elevation" which was unclear, as no flood agency standard was referenced. In the mid-2000s the Town studied / updated many of its earlier land development regulations to modernize them and add clarity, as redevelopment was beginning to occur and several important events occurred related to land development, such as the Comprehensive Plan update in 2004 to address unintended density error limit issues contained in the original 1989 plan (34 DUA), the citizen adopted 75-foot Charter height limit and clarifying litigation, and urban design studies of the overall Town (community visioning) and downtown area.

In 2005 the Town updated its Code to better define how one measures building height measurement (using FEMA FIRM flood criteria) and a listing of those accessory rooftop structures that are allowed above the maximum base height (chimneys / railings & walls / recreation / etc.) was adopted. Since that time the Town has measured allowable building height from the current FEMA Flood Insurance Rate Map (FIRM) Base Flood Elevations (BFE).

This worked very well and has created certainty in measuring building height to all parties for many years. Currently the Town has three (3) FEMA FIRM designations – West Island = AE 8.0' / East Island portions are AE 8.0' / AE 9.0' or AE 10.0' NGVD. A FEMA FIRM map update is now being reviewed and is planned to be adopted in mid-2022 (timeframe uncertain). This means that all new development must be built with the lowest habitable finished floor elevation (FFE) ranging from 3'-5' above the existing adjoining crown of road. According to NOAA the sea level elevation at Haulover Inlet has risen 9.63 inches in the last 100 years. It is widely believed sea level will continue to increase but no one knows for sure and at what rate. The latest SLOSH models for South Florida indicate that increases in sea level are expected sooner and various flood scenarios are projected – if an increase of 3'+/- occurs the Town will experience significant flooding that will affect the Town's infrastructure first (roads / utilities).

FEMA is a very conservative agency as are the insurance companies that must pay for flood damages. Even though FEMA is the recognized so-called experts in national disasters / flooding issues, in 2017 the State of Florida modified the Florida Building Code (FBC) to add one (1') additional foot of so-called "freeboard" to the FEMA requirements (6th Edition). Therefore, since 2017 all new development is being built 4'-6' above the existing roadways which is why most new development is filling lots and building retaining walls around their sites to avoid steep grade differences with neighbors and for on-site drainage.

Since the Town Code currently measures allowable building height from only the FEMA FIRM elevations (BFE), and the FBC 1' of freeboard has been mandatory since 2017, the interior habitable height from the lowest first floor to the highest allowed roof elevation has been "shorted" 1-foot. This issue has been discussed repeatedly with architects, developers, and property owners as the loss of height can affect the usable interior space. The Town desires taller interior floor spans (9' min.) so this can affect the interior building design negatively.

Some other communities have already modified their Zoning Codes to adjust for the additional FBC 1' of freeboard. In fact, as an example the nearby community of Bal Harbour Village held a referendum on Nov. 2020 (required by their Charter) that was overwhelmingly supported and recently modified their Zoning Code to adjust for the FBC 1' of freeboard for determining allowable building height.

SUMMARY / RECOMMENDATION

Since the Town created its initial Zoning Code in 1957 there has been specific standards included upon which building height is measured and allowed. Various Code modifications have been made over the years to adjust for federal flood requirements (FEMA). In 2017 the State of Florida modified the Florida Building Code (FBC) to require one (1') of additional foot of "freeboard" floor height to all new construction located in designated FEMA FIRM zones. The Town is located entirely within FEMA flood zones. Since 2005 the Town has used the FEMA FIRM Base Flood Elevations (BFE) to regulate building height. The Town Council / staff has discussed this issue in concept and requested MMPA to prepare a staff report / draft Code amendments to modify the Zoning Code to begin measuring building height from BFE plus 1' of freeboard (or whatever FFE flood agencies require) in the future, as the current method is penalizing new designers / property owners by a loss of 1' of interior space. If the Town Council agrees with the proposed revisions the matter should be scheduled for public hearings / adoption.

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 15.

ITEM: Discussion requested by Council Member Leonard for the Town Council to consider a Code amendment to allow additional incentives to encourage the building of more "green" projects, including possible reductions in parking spaces for new developments.

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. Incentive - 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-residential use in residential buildings which would allow the use of underground parking garages. The policy question is does the Town desires underground parking garages (flooding / sea level rise / structural design/ maintenance).

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

Jordan W. Leonard, Council Member

ATTACHMENTS

1.	BHI TC Staff Report Parking Memo, Dec. 30, 2021
2.	BHI Sustainable Parking Info

**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 *mtm*
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

**Town of Bay Harbor Islands
Sustainable Building Program
Possible New Incentives - Parking Reduction
Research for Discussion Purposes
December 30th, 2021
Page 2**

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. Incentive – 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.
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- 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 the user experience, as the live plants enhance the quality of air.

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Efficiency

Sustainable parking employs advanced technologies to increase energy efficiency. It uses lighting controls and sensors to optimize energy use. Some parking structures 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 CO2 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 Tim Haahs & 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](http://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 in the 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 world'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

March 9, 2022

ITEM NUMBER: 16.

ITEM: Discussion requested by Council Member Bruder regarding future plans for Block 11 Parking, update on Parking Garage evaluation and reclaiming of the 20' Platted Alley behind Town Hall.

DESCRIPTION:

The proposed item sponsored by Council Member Bruder is for discussion regarding future plans for Block 11 Parking, status update on Parking Garage evaluation and reclaiming of the 20' Platted Alley behind Town Hall. A Memo from the Town Engineer with status update of the evaluation is enclosed.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Jose Custodio, Town Engineer
 Stephanie Bruder, Council Member

ATTACHMENTS

1.	Parking Garage - Block 11 Memo_JC_02242022
2.	Kane Concourse 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: February 24, 2022

Subject: Block 11 Update –Parking Garage and 20’ Platted Alley

INTRODUCTION

The Town of Bay Harbor Islands (BHI) currently owns six (6) surface 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.

After the January 19th Council Meeting, Town Staff identified a ***“Parking Demand Study”*** that was prepared in 2004 by Rich and Associates, Inc. (Parking Consultants). **Although this is an old Study, it indicated that in the future there was going to be a Deficit of approximately 100 parking spaces only in the Block 11 area.** This condition is what the Town is experiencing at this moment. The Figure below, shows the existing Town’s Block 11 Parking lot with a capacity of 29 vehicles.



Figure 1: Block 11 Parking Lot (Existing Capacity 29 Vehicles)

During the January 19th Council Meeting, some ideas were presented to the Town Council with a proposed parking garage structure within the same foot print of the existing parking lot showing in red in the above figure. That garage structure provided capacity for 74 parking spaces. It was requested by some Council members to evaluate the possibility to extend the foot print of the proposed garage to accommodate more vehicles. One of the options was to demolish the existing water tank that is being used by Public Works as a storage area.

Town staff has evaluated this option and below are the findings and possible projects for consideration.

NEW PARKING GARAGE STRUCTURE

The new parking garage structure that can be accommodated on this location based on this preliminary evaluation is a five (5) story garage structure with a capacity of **211 parking spaces**. The new parking garage structure will encompass an area of 112 feet wide by 150 feet long. The main entrance to the garage will be located on 97th Street (where the existing parking lot entrance is located). There will be a secondary entrance from the alleyway, similar to the 95th Street Parking Garage. 90 Degrees parking spaces can be accommodated on both sides of the garage (flat slab and ramp) and travel lane will be 22 feet (11 on each direction). There is an area on the ground level that will not be used for parking spaces, since it will be the location of the mechanical and electrical rooms. In addition, elevators and stairs will need to be provided to the structure.

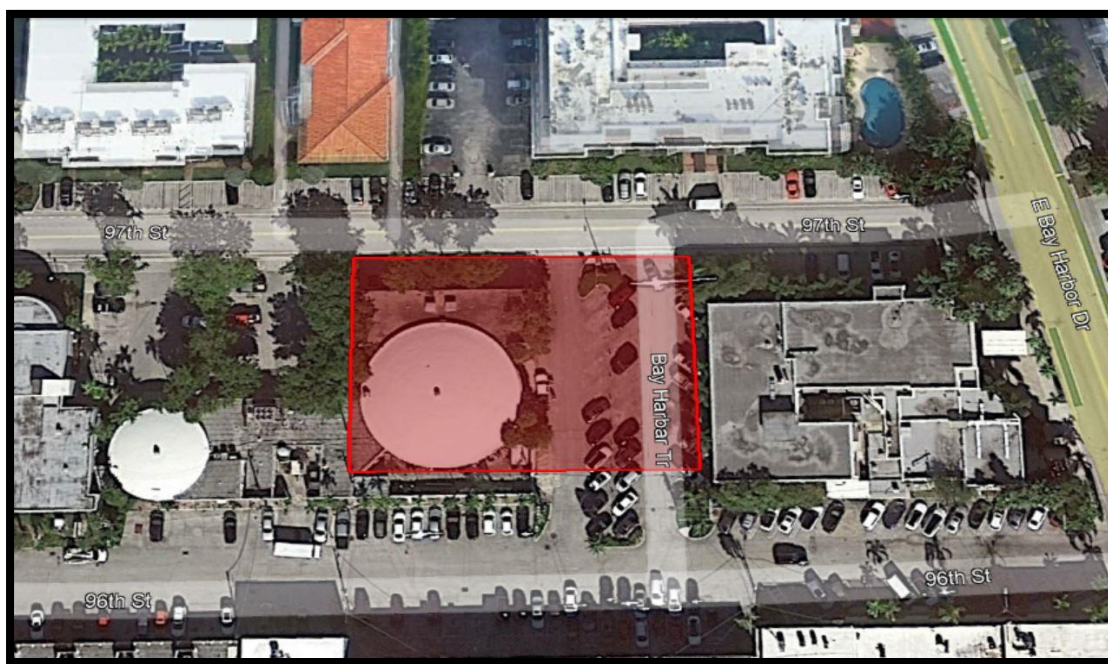


Figure 2: Preliminary foot print of new Parking Garage with capacity for 211 parking spaces

The following figures show, sketches of the parking garage ground floor and top floor.

Also, In order to accommodate this parking garage at this location, two (2) projects will need to be performed before. These are; the relocation of the Public Works storage area (water tank), and the

reclaiming of the existing 20' Platted Alleyway located just south of the Town Hall. These projects are discussed in the following section.



Figure 3: Ground Floor Sketch with both Entrances and Mechanical and Electrical Area

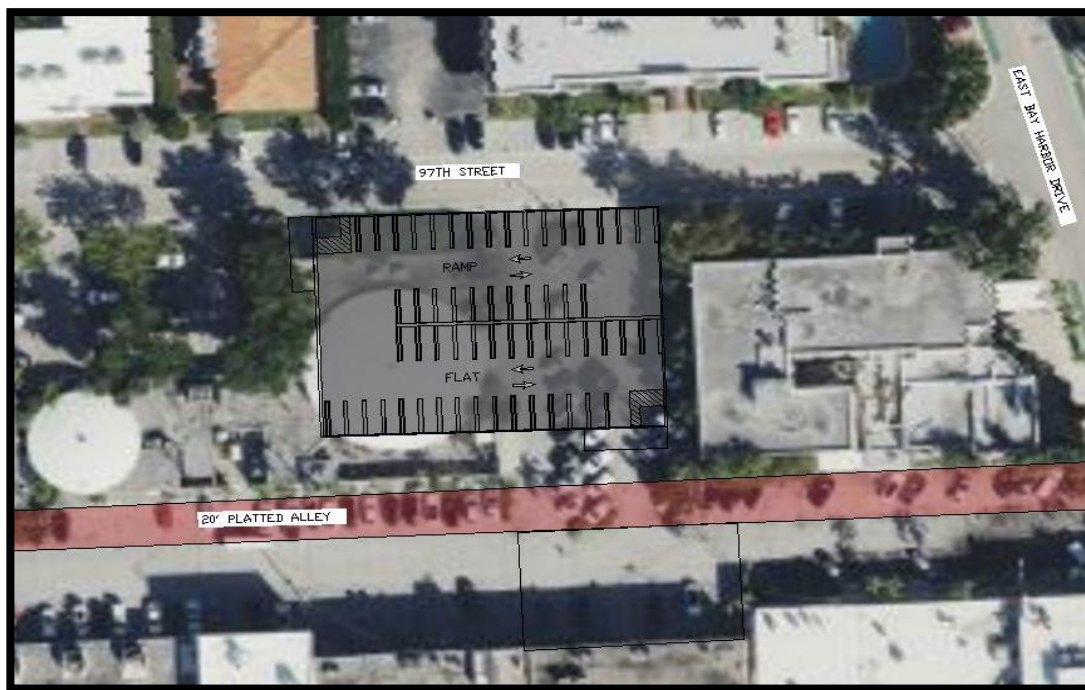


Figure 4: Top Floor Sketch of Parking Garage

RECLAIMING OF 20' PLATTED ALLEYWAY (FOR EASTBOUND TRAFFIC)

The area currently being used for the eastbound traffic along the Block 11 alleyway is technically private property that the Town has Agreements in place with the property owners to keep the area open for traffic flow. In the past months, some of these private properties have approached the Town indicating that they are interested in developing their properties and extending the foot print of the buildings within their legal lots, which will create a problem preventing traffic to flow from Bay Harbor Terrace to East Bay Harbor Drive through this alley. Figure 5 shows the area currently used for traffic flow in yellow color.

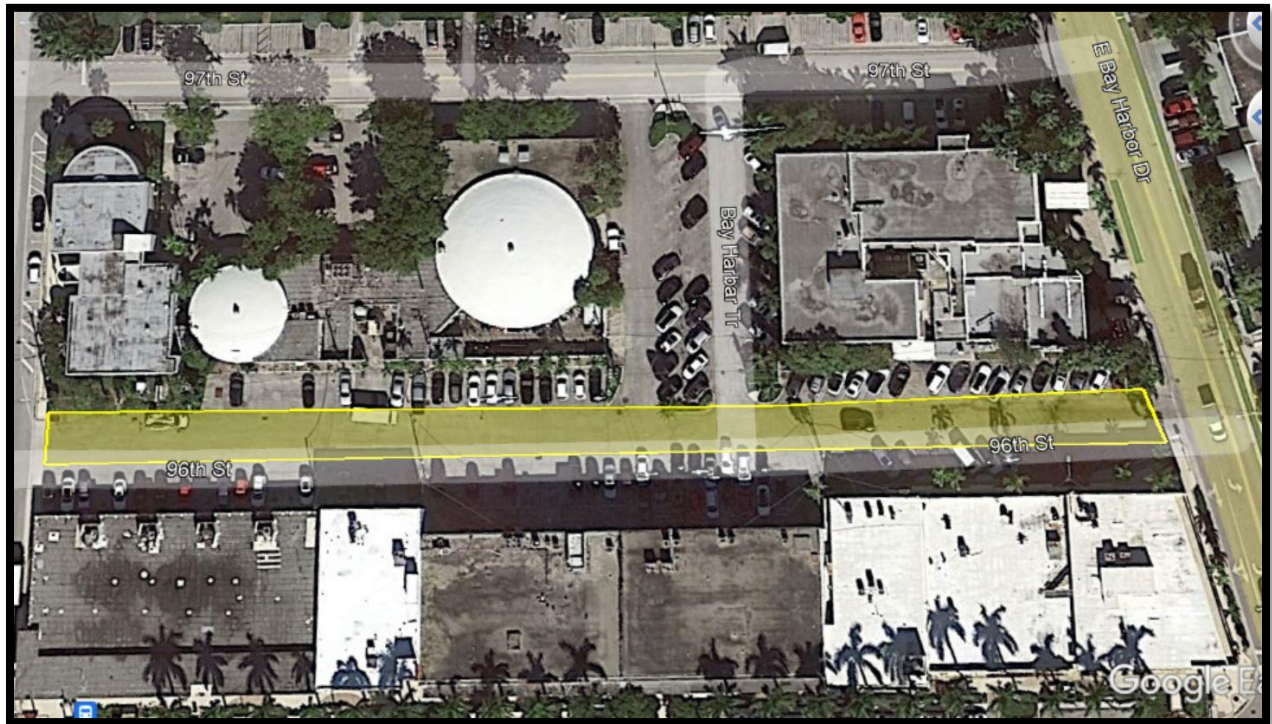


Figure 5: Existing Strip within private property being used for eastbound traffic

During the January 2022 Council Meeting, it was directed by the Town Council to hire a Consultant to prepare plans for the reclaiming the Town's existing 20' platted alleyway in the back of the Town Hall. This 20' Platted alleyway is currently occupied by underground and aerial utilities, parking spaces, landscape islands, and other structures which will require removal and relocations. Once this area is cleared from aerial utilities and ground level cabinets, it will be used for one way traffic, similar to the other 3 alleyways in the East Island. The biggest advantage of having this area cleared and open for traffic, is that the Town will have savings from the Agreements currently in place with the Block 11 properties. The 20' platted alleyway is shown in red color in the Figure below.



Figure 6: Existing 20' Platted Alley to be Reclaimed (red color)

As part of the March Council Meeting Agenda, a Consent Agenda Item is presented for Consideration and Approval of Scope and Fee Proposal by Chen Moore & Associates, Inc. in the amount of \$95,355 for the preparation of plans, utility coordination, land surveying, geotechnical evaluation, obtaining permits and providing bidding support for the reclaiming of this platted alley.

This design proposal is to prepare the set of of plans for the reclaiming of the existing 20' Platted Alley that was originally intended for the eastbound traffic, but through the years has been used for utilities and parking space. With the reclaiming of this alley and relocation of existing utilities, the Town will not depend on agreements with private property owners to allow traffic through this area.

RELOCATION OF PUBLIC WORKS FACILITY

As discussed in the “New Parking Garage Structure” Section, in order to efficiently accommodate a parking garage structure with more available parking spaces, the existing Public Works storage area (water storage tank) will need to be relocated from its current location to allow the demolition of the tank structure.

At this location Public Works stores pipes, valves, meters, boat for bridge inspections, signs and barricades for maintenance of traffic, pumps, trash bins in addition to the Public Works vehicles and two (2) large trash containers, among other miscellaneous items used by the staff.

For the relocation of this facility, two options or a combination of these are being evaluated;

- a. **Construction of a new storage facility at the 95th street surface parking lot.** This location is being evaluated because it is a location within the Town limits, and will allow faster mobilization of the equipment in case of an emergency. It is recommended to have the materials at a close location in case a water main or sewer emergency repair is needed. The location is shown below.

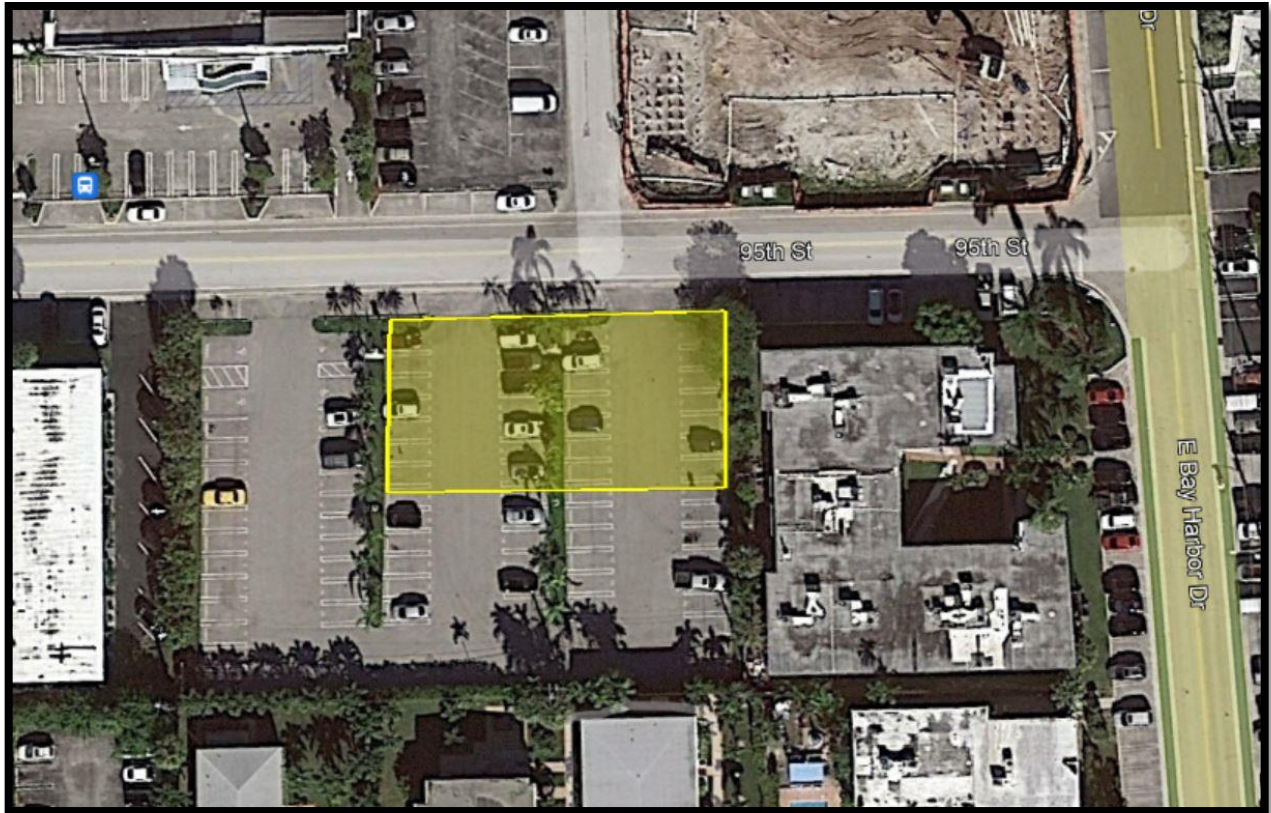


Figure 7: Proposed Location for Public Works Storage 95th Street Lot

Town staff met with a design consultant to get a fee proposal and possible estimate for the construction of this facility at this location. The Consultant is currently working to putting together a design proposal based on Town's storage needs. In addition, there are Code requirements that the design will need to be in compliance with, like the screening of the storage area, setbacks and access that are currently being evaluated by the design consultant.

- b. Relocation of the Public Works Storage Area to a Storage Facility out of Town.** The other option that might work as a temporary measure is to relocate the existing facilities to a storage area in the City of North Miami, similar to what is being done by the Village of Bal Harbour. This temporary option will allow the relocation to be performed while the new storage area on 95th Street is completed. As discussed in the previous item, for rapid response to emergencies is better to have the storage area within the Town limits. It is recommended that this "Out of Town" option be a temporary solution.

OPINION OF PROBABLE COST

At this stage only a preliminary cost estimate can be provided based on the information on hand for the Parking Garage Structure. The following is an opinion of probable construction cost for conceptual/planning base.

No.	Item Description	Cost
1	Demolition of Tank Structure and PW Storage	\$150,000
2	20' Platted Alley Reclaiming	\$400,000
3	Parking Construction (200 Spaces @ \$25,000/space)	\$5,000,000
4*	PW Storage Relocation to 95 th	\$600,000
5	Design Fees, Permitting and Construction Inspections (20%)	\$832,500
6	Contingencies (10%)	\$555,000
TOTAL		\$7,537,500

Item 4 – PW Storage Relocation cost will depend on the Final square footage of the area for storage, at this moment this is being evaluated by the Consultant.



BAY HARBOR TERR

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

March 9, 2022

ITEM NUMBER: 17.

ITEM: Discussion requested by Town Council regarding the Kane Concourse sidewalks, and evaluation of alternatives. Enclosed is a Memo prepared by the Town Engineer.

DESCRIPTION:

During the January 19th Council Meeting, a scope and fee proposal for the amount of \$80,271.50 was brought to the Council to hire a design consultant to prepare plans, land survey, geotechnical evaluation and obtain permits for the replacement of the existing brick pavers (approximately 40,000 square feet) with pervious concrete. The pervious concrete would reduce the amount of stormwater that goes to the stormwater inlets and to the Bay through the outfall pipes.

The Town Council directed staff to evaluate other alternatives, and also discussed items related to maintenance of the existing pavers (pressure washing). Other alternatives are evaluated as part of this Memorandum.

Enclosed is the Technical Memorandum prepared by Town Staff.

RECOMMENDED ACTION:

Discussion

FINANCIAL ANALYSIS:

There is no fiscal impact as a result of this discussion item. If staff is directed to obtain a design fee proposal, the design is a budgeted item for FY21-22 and will be presented in the following Council Meeting.

BUDGET IMPACT:

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

ATTACHMENTS

1. Pavers Kane Concourse Memo_JC_02242022

To: Maria Lasday
Town Manager – Town of Bay Harbor Islands

From: Jose Custodio, P.E.
Town Engineer – Town of Bay Harbor Islands

Date: February 24, 2022

Subject: Kane Concourse – Sidewalks Options

INTRODUCTION

The existing brick pavers on the sidewalks along Kane Concourse from the intersection with East Bay Harbor Drive to the intersection with West Bay Harbor Drive were installed in 2010-2011. The base material of these, similar to most brick pavers projects is a sand base. With the passing of years, these pavers began to settle and break in some locations creating uneven surfaces and tripping hazards. This settlement problems is more evident near the intersections and near the palm roots.

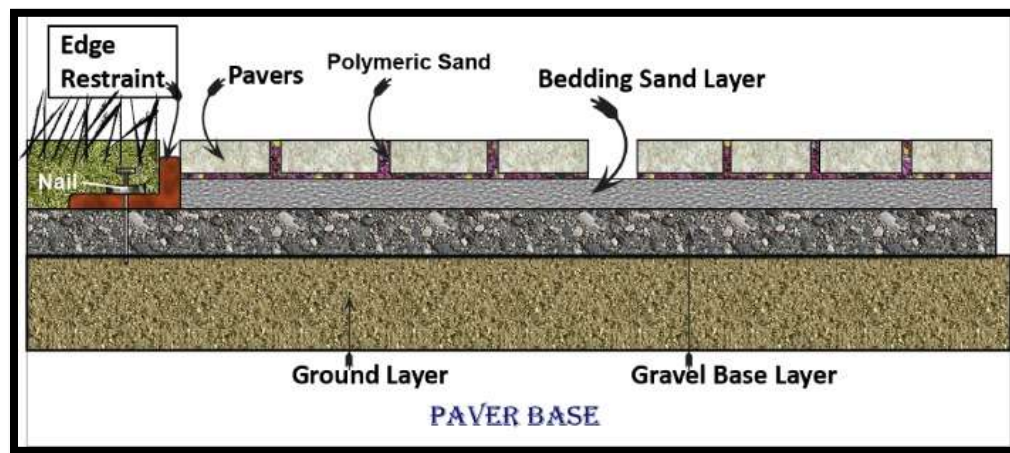


Figure 1: Typical Brick Pavers Base and Sub base Detail(Sand Layer Base)

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The Town Council directed staff to evaluate other alternatives, and also discussed items related to maintenance of the existing pavers (pressure washing). Other alternatives are evaluated as part of this Memorandum.

PALMS ROOT BALL PROBLEMS

The existing palm trees along Kane Concourse were installed without root barriers. With the passing of years these roots have spreaded and given the close proximity to the brick pavers it has started to lift these pavers.

Independently of the proposed sidewalk project, the installation of root barriers should be the first step of the proposed project in order to prevent the problem to keep occuring.

Although root barriers should have been installed before the palms were installed in order to properly direct the roots from the start and avoid disruption to the root system, this can be done to existing trees. Depending on the age, size and extent of the spread, it will be required to cut back some of the roots, which should be done by a professional landscaper or arborist. Also, since most of the problems are reflected on the sidewalk side and not the street side of the palms, it is recommended to install a linear barrier on the affected side.

There are approximately **80 palm trees** close to the existing pavers. The installation of the root barrier could range from \$45/\$65 per linear foot depending on the root extension. Assuming a 4-foot linear barrier for each palm tree, the cost for this could range from **(\$14,400 - \$20,800)**.

One important thing to mention is that the mature height (current height) of these palms along Kane Concourse is higher than the current Public Works bucket truck, which makes difficult for Town staff to provide maintenance without the help of a contractor. Also, given the height of these palms, a lane closure is needed to provide maintenance to this.



Figure 2: Root Barriers near Brick Pavers

MAINTENANCE OF EXISTING BRICK PAVERS (PRESSURE WASHING)

The Town currently has a contract in place with Cartman Commercial Services to pressure wash, once a month the pavers along Kane Concourse. This pressure washing service is performed once a month since doing it more often it will affect severely the sand material that keeps the pavers in place. The work is typically performed the last week of the month.

There are areas near the intersection crosswalks, and bus stops that are showing more deterioration given the heavy pedestrian traffic at these locations.

One thing that is typically done once brick pavers are installed or few weeks after is the application of a coating layer to prevent deterioration and dust to adhere. This coating application was never done to the pavers on Kane Concourse. This application would have provide savings to the Town related to pressure washing.

Public Works have reached out to some Coating Contractors to inquire about costs and effectiveness. Next week a meeting will be performed on site with a contractor to discuss this item and get a better idea on possible cost. However, the cost will vary if it is done by rollers or spray. The average cost for Florida is \$1.50/square feet.



Figure 3: Paver with and without Coating

KANE CONCOURSE SIDEWALK OPTIONS

PERVIOUS CONCRETE

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.



Figure 4: Plain Concrete (Left) vs. Pervious Concrete (Right)

The main difference between between the typical plain concrete sidewalk and pervious concrete is the texture. The pervious concrete has a rough surface due to the large size aggregate used for drainage. Color can also be applied to these, but it will deteriorate with time.



Figure 5: Colored Concrete - Pervious

In terms of construction, this option will be more invasive than others, since an excavation of approximately 1'-2' underground should be made for the installation of the drainage media (storage area).

The depth of this area will depend on the storage requirements from the regulatory agencies. Also, the area shall stay covered with plastic sheets for a period of 5-7 days for curing. Because of this, it is recommended that Contractor to provide a phasing plan to allow for pedestrian traffic by locations.

This alternative will require pressure cleaning as a monthly maintenance to avoid since dust will reduced the drainage capability of the pervious system.

The approximate construction cost of this option could vary from \$350,000 to \$400,000 depending on the depth required by the regulatory agencies.

REGULAR PLAIN CONCRETE

This option will consider the replacement of the existing pavers and sand base material and install a 6" thick plain concrete sidewalk (3,000-4,000 psi). This option will not provide stormwater infiltration and runoff generated on the sidewalk from the roofs will be directed to the street stormwater inlets. This is the less expensive alternative. The excavation will be limited to the top 6" of layer and the area can be opened for pedestrian use, within 48 hours to allow concrete to cure.

For Kane Concourse this concrete shall be brushed/broom finished because of the heavy pedestrian traffic in the corridor.



Figure 6: Plain Concrete with Broom Finish

This option will require pressure cleaning, at least every three (3) months.

The approximate cost of this alternative is \$250,000, including the removal of the existing pavers.

COLORED STAMPED CONCRETE

This option will consider the replacement of the existing pavers and sand base material and install a 6" thick colored stamped concrete sidewalk (3,000-4,000 psi). The installation process for this option is very similar to a regular plain concrete sidewalk. The design of the stamped concrete can be done simulating brick pavers along the whole corridor or using the stamped concrete only in the borders of the sidewalk and combined with plain concrete.



Figure 7: Colored Stamped Concrete Sidewalk



Figure 8: Colored Stamped Concrete Sidewalk

One of the disadvantages of this alternative is a utility like FPL, County, or telecommunications is performing underground work and remove the concrete, the stamped pattern will not be the same and it might be difficult to match. The stamped concrete will be more expensive than plain concrete but it is often cheaper than installing brick pavers.

BRICK PAVERS WITH A STRONGER BASE SUPPORT

The most common base material for brick pavers is sand. This is because of the sand's accessibility and spreadability. However, sand is not an ideal base material if used on its own. If the material under the sand is not a good foundation material, the sand will shift and create the uneven surface we see in some locations along Kane Concourse.

Brick Pavers over a concrete base (With Mortar) – The installation of brick pavers over a concrete base is not common for sidewalks corridors. The City of Miami Beach is doing it for crosswalks, since the heavy load of the traffic cannot be support by the sand layer.

In order for this to be done in the Kane Concourse corridor, the existing pavers and sand material should be removed and the natural soil compacted. At least a 3-inch layer of plain concrete slab is poured and let it cured. Then, a ½" of latex modified concrete mortar is applied underneath each paver, and adhere this to the concrete. This application is very similar to the installation of ceramic tiles. The excess of mortar is removed. Once the project is completed, a paver sealer shall be applied. Below is a detail of this work.

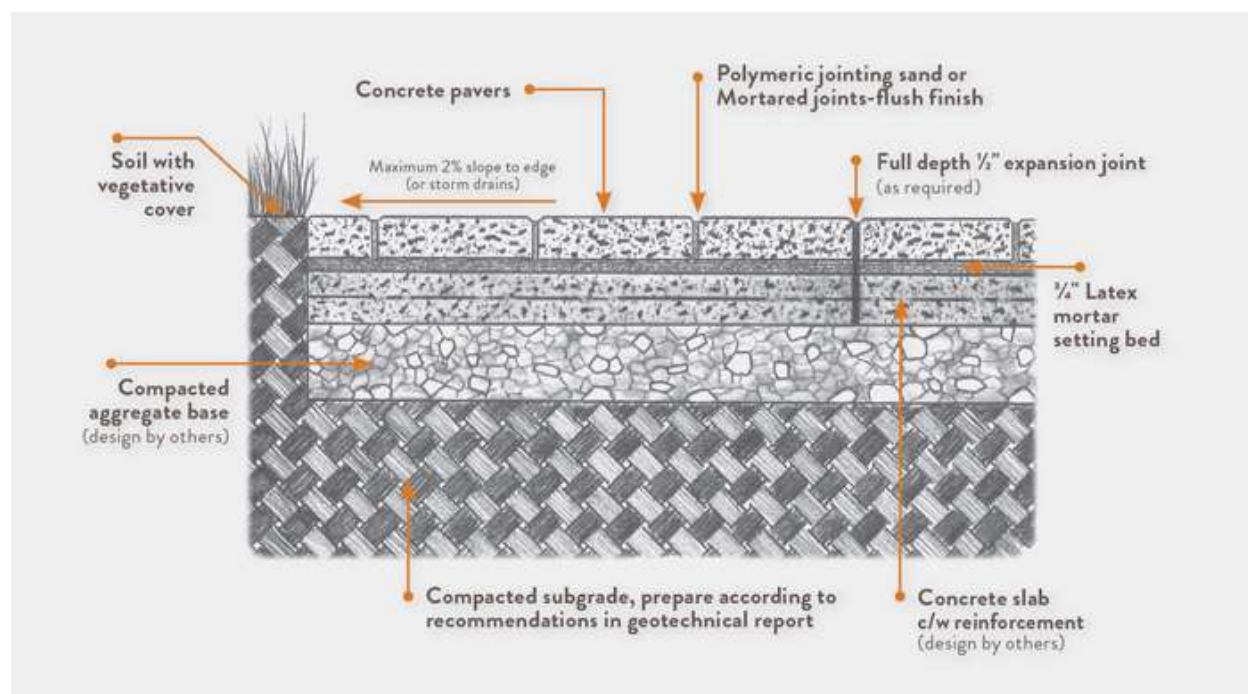


Figure 9: Pavers over concrete using a mortar base

It is recommended to work in small areas to keep the mortar mix wet during the installation.

Brick Pavers over a concrete base (With Sand) – The application can also be used with sand instead of mortar mix. The installation will be very similar to a typical brick pavers installation, however drain holes

at low spots is needed to allow water that seeps into the joints to escape. The sealing of the pavers is imperative to avoid problems in the future. The approximate cost of this alternative is \$320,000.

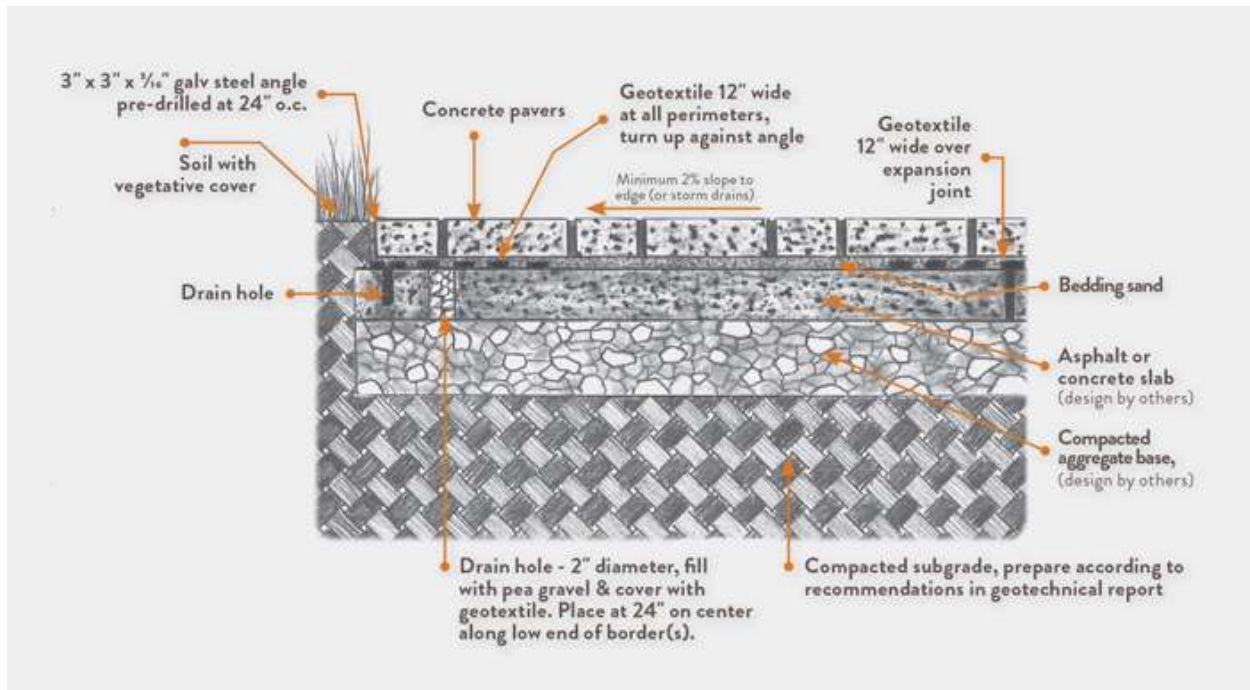


Figure 10: Pavers over concrete using a sand base

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 18.

ITEM: Discussion regarding Town's Anniversary Celebration.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 19.

ITEM: Discussion and **Possible** action regarding the Town Clerk's responsibilities. Staff is seeking direction from the Town Council regarding amendment to the Clerk's responsibilities.

DESCRIPTION:

The Office of the Town Clerk has been assuming various functions that are not normally within the scope of their responsibilities: Handling of Escrow Payments, TDR's, Business Tax Receipt processing, etc. Staff is recommending the Town Council authorize an amendment to the Town Clerk's Job Description to bring the duties in line with the standard functions of the Clerk's Office.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk

ATTACHMENTS

1.	BHI Town Clerk Job Description
2.	SURVEY - Surrounding City Clerk Duties and Staff
3.	BTR Survey



**TOWN OF BAY HARBOR ISLANDS
JOB DESCRIPTION**

JOB TITLE: Town Clerk	DEPARTMENT: Administration
ROLE & LEVEL: Management	REPORTS TO: Town Council
GRADE: 10A (40 hours)	FLSA STATUS: Salaried / Exempt

WORK OBJECTIVE:

The Town Clerk is a Charter Officer appointed by the Town Council. Responsibilities include the preparation and maintenance of all Town records including Council agendas, minutes, resolutions, and ordinances. Serves as the municipal Supervisor of Elections. Position is primarily focused on directing, coaching, developing, and evaluating other people. Position requires extensive depth of expertise and knowledge in specialized functions or business areas that can be used to develop and implement policies and procedures as well as determining efficient and innovative ways to accomplish the Town's business strategies.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Responds to inquiries from the public and provides requested information regarding Town Clerk office operations, agendas, zoning matters, proposed developments, public hearing notices, code compliance, and any other matters
- Prepares agendas, attends meetings and provides administrative support to Council and all boards and committees; records meeting minutes and all official actions of the Town Council
- Assists staff, developers, attorneys, and citizens with Town code and zoning questions; conducts interdepartmental support and research to answer questions accurately
- Prepares all ordinances, resolutions, advertisements, and other public notices for publication as required; serves as custodian of all ordinances, resolutions, contracts, deeds, and other documents of the Town
- Ensures the timely processing of public records requests in compliance with Florida Statutes
- Serves as Supervisor of Elections and a member of the Canvassing Board; coordinates services of poll workers; sets the election calendar; provides information for candidates; keeps abreast of changes in election laws
- Serves as records custodian and records management liaison with the State Department of Library Services



TOWN OF BAY HARBOR ISLANDS JOB DESCRIPTION

- Approves and oversees administration of business tax receipts, permits, and lien searches
- Maintains Town Clerk information on the website including notices, elections information, bids, and events
- Maintains a social media presence for the Town Clerk's office and assists the Community Services Department with their social media needs
- Serves as a staff member of the Development Review Committee; actively reviews all development submittals to ensure code compliance
- Performs other duties as required or as assigned

Supervision:

- Reviews and evaluates work methods and procedures and meets with staff to identify and resolve problems
- Assesses and monitors workload, identifies opportunities for improvement and implements changes
- Selects, trains, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies; may initiate discipline and termination procedures
- Oversees and participates in the development of departmental budgets; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary

MINIMUM QUALIFICATIONS:

Bachelor's degree in business administration, public administration or a closely related field; supplemented by ten or more years' progressively responsible municipal clerk's office or other local government experience; including at least three years of supervisory experience; or an equivalent combination of education, certification, training, and/or experience. Must have, obtain within three years of hire date, Certified Municipal Clerk (CMC) designation. Must have or be able to obtain Notary Public certification. Must have Certified Business Tax Official (CBTO) designation. May be required to have and maintain a valid Florida state driver's license. May be required to have or obtain additional formal industry certification(s) based on area of assignment.

PREFERRED QUALIFICATIONS:

- None

In addition to meeting the minimum qualifications listed above, an individual must be able to perform each of the established essential functions in order to perform this job successfully.



TOWN OF BAY HARBOR ISLANDS JOB DESCRIPTION

KNOWLEDGE, SKILLS, AND ABILITIES:

- Advanced knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits
- Advanced knowledge of modern municipal administrative methods and procedures, organizations, and functions
- Knowledge of current social, political, and economic trends and operating issues of municipal government
- Knowledge of applicable federal and state laws, rules, and regulations regarding local government operations
- Skill in preparing and administering budgets
- Ability to operate a computer using Microsoft Office products (Word, Outlook, and Excel) and applicable department / organization specific software
- Ability to use critical thinking skills to arrive at solutions and suggest improvements to processes
- Ability to formulate, initiate, and administer policies and procedures for effective fiscal control
- Ability to develop and interpret budgets, contracts, and fiscal and financial reports
- Ability to delegate, manage, and supervise effectively
- Ability to handle confidential information with tact and discretion
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to respond to citizen inquiries and complaints, effectively, concisely, and tactfully
- Ability to regularly attend work and arrive punctually for designated work schedule
- Ability to pass the required background check and drug screening

PHYSICAL REQUIREMENTS:

Depending on functional area of assignment, tasks involve the ability to exert light physical effort usually involving some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 20 pounds). May involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or work station and extended periods of time standing and/or walking.

ENVIRONMENTAL REQUIREMENTS:

Tasks are regularly performed inside without exposure to adverse environmental conditions (e.g., dirt, cold, rain, fumes).

SENSORY REQUIREMENTS:

Tasks require sound and visual perception and discrimination. Tasks require oral communications ability.

Survey of Surrounding Municipalities' Clerk Position

02/23/2022

BAL HARBOUR, VILLAGE:

Council appoints the Village Clerk. Effective January 2020, the Village Clerk reports to the Village Manager.

The Village Clerk serves as the Secretary of the Village, the Official Secretary of the Village Council, Boards and Committees, the Custodian of Records, and the Supervisor of Elections for Bal Harbour Village

Primary duties include:

- Gives notice of regular and special Village Council Meetings to the Mayor, its Members and the public
- Conducts municipal elections with the assistance of the Miami-Dade County Department of Elections
- Provides legal notices associated with the business being conducted at regular and special Village Council Meetings
- Advertises Bids and Requests for Proposals
- Prepares the agenda for Village Council Meetings
- Keeps the minutes of the Village Council proceedings, which constitute a public record
- Ensures that lobbyists are registered with the Office of the Village Clerk
- Acts as the custodian of public records of the Village
- Processes the codification of the Bal Harbour Village Code Book
- Conducts Lien Searches, Lien Recordings and Lien Releases
- Records Bonds
- Performs such other duties as the Council may prescribe from time to time

INDIAN CREEK, VILLAGE:

N/A

KEY BISCAVNE, VILLAGE:

Council appoints and oversee the Village Clerk. The Clerk's Office is staffed by the Village Clerk and an Executive Assistant.

The Office of the Village Clerk was established on June 18, 1991 with the adoption of the Village Charter. The Charter prescribes that the Council shall appoint a Village Clerk who shall give notice of Village Council meetings, keep a journal of its proceedings and perform other such duties as may be prescribed by the Village Council from time to time.

The Village Clerk also provides a myriad of other services that are dictated through ordinances, state statutes and tradition, including preparing Council Agendas, publishing public notices, serving as Supervisor of Elections, processing and maintaining custody of agreements, contracts, ordinances, resolutions and proclamations, administering publication of the Village Code and Charter and providing information and records research to the Council, staff and public.

The Office of the Village Clerk has implemented state-of-the-art technology to enhance the dissemination of information regarding the activities of the Village Council and the Village Government including: optical imaging of records and frequently requested documents (agenda packets, minutes, resolutions, ordinances, etc.), which provides for quick retrieval time and reduced storage space and publication of the full agenda packet on the Village's website.

The Clerk's Office is staffed by the Village Clerk and an Executive Assistant.

NORTH BAY VILLAGE, VILLAGE:

Commission appoints and oversee the Village Clerk. The department also has a Deputy Village Clerk.

Duties & Responsibilities

The Village Clerk serves as the Corporate Secretary to the Municipal Corporation, Secretary to the Village Commission, Records Custodian and Supervisor of Elections for North Bay Village. The Village Clerk is responsible for the scheduling, preparation and recording of all Village meetings. The Village Clerk handles all public records requests for the Village in accordance with Florida Statutes and maintains custody of the Village's vital records. The Village Clerk's Office coordinates with the other departments to conduct the business of the Village.

NORTH MIAMI, CITY:

The City Clerk is elected for a term of four (4) years. During the term of office, the salary of the City Clerk is the same as the monthly salary of councilmembers. The office is staffed by a Deputy City Clerk, Assistant City Clerk, and a Confidential Administrative Coordinator.

Duties & Responsibilities

The duties of the city clerk are described as follows:

- (1) Give notice of regular and special council meetings;
 - (2) Keep a journal of the council proceedings and record in full in a book kept for the purpose, all ordinances and resolutions as may be enacted and adopted by the council;
 - (3) Be the keeper of the official city contracts;
 - (4) Act as supervisor of all city elections;
 - (5) Perform such other duties as shall be required by ordinance.
- (b) The city clerk shall attend each city council meeting and perform any necessary ceremonial functions. (c) The city clerk shall not be expected or required to be present at city hall during normal business hours of the city government but shall arrange to be available at city hall on a scheduled basis as established by the city manager and the city clerk. (d) The city clerk shall provide general advice and guidance pertaining to the duties of his office and shall provide advice and guidance to the personnel of the office of the city clerk; however, the administrative details of the day to day work of the regular personnel of such office shall be determined by the city manager by administrative regulation. If such advice or policies of the city clerk are in conflict with any course of action of the city manager, the city clerk may request the city council to resolve the conflict.

SUNNY ISLES BEACH, CITY:

The City Manager appoints and oversees the City Clerk. The department also includes Assistant City Clerk and Administrative Coordinator.

The Office of the City Clerk is a service department, assisting the Mayor and Commissioners, City staff, and residents with access to public records and general government inquiries. The Clerk serves as custodian of the City seal (affixing it to all papers and documents according to law), minutes, books, deeds, contracts, and archival records. The City Clerk administers the oath of office to city elected and appointed officials.

As secretary to the governing body, the Clerk assists in the preparation of the agenda, records the minutes of all Commission Meetings and preserves all documentation of the City Commission's actions. Ordinances and resolutions enacted by City Commission are permanently archived by the City Clerk.

Serving as the Municipal Elections Coordinator, the City Clerk is responsible for conducting municipal elections within the city. The Clerk's duties include public notices and distribution of election materials and supplies.

The Office of the City Clerk provides assistance with the following responsibilities:

Oversees and coordinates all municipal and special elections held by the City

Qualifies candidates who wish to run for office

Prepares agendas for City Commission Meetings

Reproduces full volume agenda sets one week prior to each meeting

Faxes copies of each City Commission Agenda and public notices to individuals and to civic and condominium associations for each meeting

Prepares and distributes summary minutes noting the action taken at each City Commission meeting, and committee meeting

Administers a citywide records management program for all official records in compliance with state law

Serves as the City's Records Management Liaison Officer (RMLO) with the State of Florida Department

Coordinates compliance with Government in the Sunshine, the Public Records Law, and conflict of interest reporting

Responds to Public Records Requests, disseminating information to the public, city officials, department directors, other governments, and public agencies

Provides timely legal notice of all Public Hearings, Requests for Proposals, and Requests for Bids

Coordinates the codification and distribution of supplemental updates of the City Charter, Code of Ordinances Online, and Land Development Code

Schedules Code Compliance Hearings and provides administrative assistance to Special Master

Serves as the Financial Disclosure Coordinator with the State of Florida Commission on Ethics

Executes, records and distributes Ordinances and Resolutions

Submits City Commission approved vacations, easements, deeds, liens, etc. for recording

Coordinates the Annual Financial Disclosure reporting on behalf of City Officials and executive staff, in addition to 25 members of two citizen advisory committees. The City Clerk also prepared letters of appointment or removal of committee members and maintained attendance records

Ensures compliance with the City's Lobbyist Registration Ordinance, reviewing forms for disclosure and depositing registration fees

Presides over bid openings and provides summaries of the bid responses

Publishes and distributes public notices and legal advertisements as required by law

Prepares proclamations, greetings, congratulatory letters and certificates of appreciation

SURFSIDE, TOWN:

Town Manager appoints and oversees the Town Clerk. The department is also staffed by a Deputy Town Clerk and an Assistant to the Town Clerk.

Services, Functions and Activities:

The Town Clerk preserves the integrity of the Town's official records, which encompass business transactions, law and policy making. The Office of Town Clerk is established by Town Charter and provides a variety of information services to the public, the Town Commission and to staff. Services provided to the public include coordination of information requests and coordination of municipal and special elections. Services provided to the Town Commission include scheduling, agenda preparation, recording of minutes, publishing and distributing public notices and legal advertising as required by law, and other duties related to the coordination of Town Commission meetings, recording and retention of documents.

Town Clerk Administration: The Town Clerk manages the department's personnel, schedule creation, coordination with internal departments and external vendors. The Town Clerk records and transcribes the minutes of all Town meetings and serves as Clerk for Special Master Hearings. Ordinances and Resolutions passed by the Town Commission are permanently archived by the Town Clerk. The Town Clerk handles all public records requests for the Town in accordance with Florida Statutes.

Legislative: In addition to the services above identified to the Town Commission, the Town Clerk's office is responsible for the management of the Legislative Department's budget.

Risk Management: The Town Clerk's Department is responsible for coordination of risk management in coordination with the Finance Department. These responsibilities include the reporting of incidents and general liability claims (slip and fall, motor vehicle, etc.) to the Town's insurance carrier.

City	Dept. Handling BTR's
City of South Miami	Code Enforcement
Village of Pinecrest	Planning Department
Village of Bal Harbour	Finance Department
City of Aventura	Building Department
Town of Miami Lakes	Building Department
Village of Key Biscayne	Building Department
Village of El Portal	Office Administrator
City of Homestead	Development Services
Biscayne Park	Administrative Services
Miami Gardens	Finance & Code
Sunny Isles Beach	Development Services Department

AGENDA ITEM REPORT

March 9, 2022

ITEM NUMBER: 20.

ITEM: Discussion and possible **Action** to appropriate funds, not to exceed \$11,000 (100 kits @ \$105 plus shipping), for the purchase of "Stop the Bleed Kits" to be available in Ruth K. Broad classrooms, engage the Miami-Dade County Public School to enter into an interlocal agreement for placement of the kits, and solicit Surfside and Bal Harbour to share the cost equally. All schools in the feeder pattern currently utilize these kits. Enclosed is a sample Memorandum of Understanding with the Miami-Dade County Public Schools. Lori Alhadeff, President of "Make Our Schools Safe", will be present at the Council Meeting. She has stated her commitment for a \$2,500 donation towards the Stop the Bleed Kits.

DESCRIPTION:

The Stop-the-Bleed Kits campaign was inspired by the 2012 mass shooting at Sandy Hook Elementary School to improve the survival rate for victims suffering from bleeding injuries. Because trauma victims can die from loss of blood within five minutes, the campaign teaches bleeding-control methods that have been developed by the military and emergency services personnel so that citizens can function as "immediate responders" while awaiting the arrival of first responders, in dire situations.

Installing readily accessible bleeding control kits in public school buildings and implementing quality bleeding control training can help ensure our school is prepared to respond swiftly and safely in the event of an emergency.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The cost of the kits will be approximately \$11,000. The Town will appropriate the funds and request that Bal Harbor and Surfside share in the cost.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Deputy Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

1.	MOU between City of Miami Beach and Miami-Dade Public Schools-Stop the Bleed Kits
2.	Flyer-Miami Beach South Pointe Elementary

FINANCIAL SERVICES

November 3, 2021

TO: Mr. Alberto M. Carvalho
Superintendent of Schools

FROM: Ron Y. Steiger, Chief Financial Officer

**SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU)
STOP THE BLEED KITS**

- ☐ For Your Information
- ☒ For Your Review/Approval
- ☐ For Your Review/Signature
- ☐ Other

caula



Office of Risk and Benefits Management
Routing Sheet for Contracts

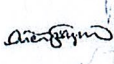
Contract: MOU Stop the Bleed Kits.

*(Please initial and date on line to the left of your name as you approve.
Please forward to the next person listed below)*

_____ Contractor for Signature. (*Contractor information*)

_____ Office and Risk Benefits Management
(Annex, Room 335, Ext. 7155 Required)

 10/27/2021 Mario A. De Barros, Chief Procurement Officer

 10/27/2021 16:09:58 -04'00' School Board Attorney (SBAB, Room 430, Ext. 1304)
(Must have 2 signed contracts)

 11/3/21 Mr. Ron Steiger, Chief Financial Officer
(SBAB, Room 926, Ext 1958)

_____ Mr. Alberto M. Carvalho, Superintendent of Schools
SBAB, Room 912

_____ Return to Initiator

PLEASE CALL Gabbie Hernandez AT EXTENSION x 7133

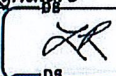
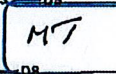
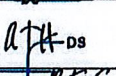
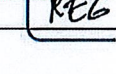
Location: 9112

Routing Coversheet

Organizational Development Department

DATE:	10/19/2021
TO:	Alina T. Hudak, City Manager
FROM:	Dr. Leslie Rosenfeld, Chief Learning Officer
SUBJECT:	MOU Stop the Bleed

Routing:

	Name	Signature	Department
x	Dr. Leslie Rosenfeld		Org Development
x	Mark Taxis		Office of the City Manager
x	Alina T. Hudak		Office of the City Manager
x	Rafael Granado		City Clerk

For:

	Information Only
X	Review and approval
X	City Manager's Signature
X	City Clerk's Signature
	Other

Comments:

Reso # 2021-31862. Stop the bleed kits for 7 MB schools. \$37k budgeted in FY22 (15k donation from Make Our Schools Safe and 2k from school board member Baez Geller. Please note that the School board will sign after City.
Return to:

Dr. Leslie Rosenfeld
305.335.5462

Reso #2021-31862

MIAMI BEACH

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, MIAMI, FLORIDA

This Memorandum of Understanding (MOU) is made and entered into this 10/22/2021 | 5:09 PM EDT day of _____, 20____ by and between the **City of Miami Beach, Florida** (hereinafter the "City"), and **The School Board of Miami-Dade County**, (hereinafter "M-DCPS"). This Agreement is effective _____, 2021, (the "Effective Date").

ARTICLE I / PROJECT SUMMARY STOP THE BLEED KITS

M-DCPS

The School Board of Miami-Dade County

M-DCPS CONTRACT ADMINISTRATOR:

ADDRESS:

CITY, STATE, ZIP:

PHONE, FAX, E-MAIL:

PROJECT AMOUNT:

n/a

PROJECT DESCRIPTION:

See Exhibit 1 hereto

TERM:

October 1, 2021 – July 30, 2022

EXPENDITURE DEADLINE:

n/a

PROJECT COMPLETION DATE:

July 30, 2022

FINAL REPORT DEADLINE:

FINAL REIMBURSEMENT

n/a

REQUEST DEADLINE:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE CITY OF MIAMI BEACH:

(Corporate Seal)

CITY OF MIAMI BEACH, FLORIDA:

DocuSigned by:
By: Alina T. Hudak ^{DS} MT ^{DS} AK
Alina T. Hudak, City Manager

ATTEST:

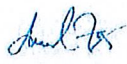
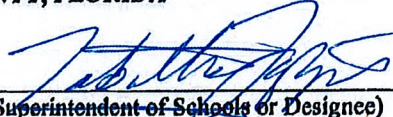
DocuSigned by:
By: Rafael E. Granado
Rafael E. Granado, City Clerk

Date: 10/22/2021 | 5:09 PM EDT

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Justin Davis
City Attorney

10/5/21
Date

SUBMITTED BY:  Charge Location Administrator Signature Digitally signed by Michael G. Fox Date: 2021.10.26 08:09:31 -04'00' Date  Regional Superintendent/Division Head Signature (as applicable) 11/3/21 Date Office of Grants Administration Signature (if applicable) Date NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  BY: (Superintendent of Schools or Designee) Signature Tabitha G. Fazzino DESIGNEE (Name Typed) Date: 11/10/2021
APPROVED AS TO RISK AND BENEFITS (as to the School Board):  Risk Management Signature Digitally signed by Jorge L. Davila Location: Office of Risk and Benefits Management Date: 2021.10.26 08:11:43 -04'00' Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):  Procurement Management Signature 10/27/2021 Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):  School Board Attorney - Signature Digitally signed by Allil Graupera Date: 2021.10.28 18:09:11 -04'00' Date	

ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this Agreement are M-DCPS, a political subdivision of the State of Florida listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this MOU to the City Manager or the City Manager's authorized designee (the "Contract Administrator").

2. **PROJECT DESCRIPTION:** M-DCPS may only carry out responsibilities that are specifically described in the Project Description, attached hereto as Exhibit 1. Any modification to Exhibit 1, Project Description, shall not be effective unless approved by a written amendment to this Agreement signed by the City and M-DCPS.

3. **REPORT:** The Project kits have been awarded with the understanding that the activities and services contemplated under the Project Description will mutually contribute to the enhancement of services available to City residents and visitors. As a condition of disbursements of Project kits, and to demonstrate that the Project has been carried out pursuant to Exhibit 1, M-DCPS must submit an annual report to the Contract Administrator by the following date: JULY 30th, 2022.

4. **PROJECT RESTRICTIONS:** Project's Stop-the-bleed Kits ("Project kits") that are the subject of this Agreement may not be used for any other purposes but those described in the Project Description, attached hereto as Exhibit 1.

5. **NO GUARANTEE OF FUNDING:** M-DCPS acknowledges that the execution of this Agreement does not imply a commitment on behalf of the City to provide funding.

6. **PROGRAM MONITORING AND EVALUATION:** The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project under this Agreement, which may include, with or without limitation, visits by City representatives to M-DCPS's offices and/or the site of any project related to this Project, to observe M-DCPS's programs, procedures, and operations, or to discuss the M-DCPS's programs with M-DCPS personnel; and/or requests for submittal of additional documentation or written reports, prior to the Project completion date, evidencing M-DCPS's progress on the Project. Prior to monitoring or evaluation visits City Manager or the City Manager's designee shall provide the school and/or department with advance notice. In the event the visit shall be to a school site the City Manager or City Manager designee shall abide by background screening requirements as set forth in Florida Statutes §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time.

7. INSPECTOR GENERAL AUDIT RIGHTS:

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and

investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of M-DCPS, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to M-DCPS, M-DCPS shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of M-DCPS, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in M-DCPS's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. M-DCPS shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this Agreement is completely or partially terminated, M-DCPS shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. M-DCPS shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to M-DCPS, its officers, agents, employees, subcontractors and suppliers. M-DCPS shall incorporate the provisions in this section in all subcontracts and all other agreements executed by M-DCPS in connection with the performance of this Agreement.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by M-DCPS or third parties.

9. LIABILITY AND MUTUAL INDEMNIFICATION: M-DCPS shall indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by M-DCPS or its officers, employees, agents, servants, partners, principals or contractors. M-DCPS shall pay all claims and losses in connection 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. M-DCPS expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

Because the M-DCPS is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby M-DCPS entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of M-DCPS entity.

The City shall indemnify and hold harmless the M-DCPS and its officers, employees, agents, and

contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the M-DCPS or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action 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 officers, employees, agents, servants, partners, principals or contractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the M-DCPS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the M-DCPS or its officers, employees, agents, and contractors as herein provided.

Because the City is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the City

10. ASSIGNMENT: Neither Party shall be permitted to assign this Agreement, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement.

11. COMPLIANCE WITH LAWS: M-DCPS agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

12. DEFAULT/TERMINATION PROVISIONS: In the event M-DCPS shall fail to comply with any of the provisions of this Agreement, the City Manager or the City Manager's designee may terminate this Agreement and withhold or cancel all or any unpaid installments of the Project kits upon giving five (5) calendar days written notice to M-DCPS, and the City shall have no further obligation to M-DCPS under this Agreement. Further, in the event of termination for cause, M-DCPS shall be required to immediately return to the City all portions of the Project kits which have been received by M-DCPS and which have not been expended in accordance with the terms of this Agreement as of the date that the written demand is received. Either party may terminate the Agreement by giving the other Party thirty (30) days written notice.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

13. FLORIDA PUBLIC RECORDS LAW:

A. Both the City and M-DCPS shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all 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 or in connection with the transaction of official business of the City and M-DCPS.

C. Pursuant to Section 119.0701 of the Florida Statutes, if M-DCPS and the City meet the definition of "Contractor" as defined in Section 119.0701(1)(a), both parties shall:

- i. Keep and maintain public records required by the other party to perform the service;
- ii. Upon request from the other party's custodian of public records, provide the requesting party 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;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if M-DCPS does not transfer the records to the City;
- iv. Upon completion of the Agreement, transfer, at no cost to the either party, all public records in possession of M-DCPS and the City, or keep and maintain public records required by the City and M-DCPS to perform the service. If either party transfers all public records to the other party upon completion of the Agreement, the transferring party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If either party keeps and maintains public records upon completion of the Agreement, they shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request from the other party's custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify M-DCPS of the request, and M-DCPS must provide the records to the City or allow the records to be inspected or copied within a reasonable time.**
- ii. M-DCPS's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.**
- iii. If M-DCPS fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.**

E. CIVIL ACTION

- i. If a civil action is filed against M-DCPS to compel production of public records relating to the City's contract for services, the court shall assess and award against M-DCPS the reasonable costs of enforcement, including reasonable attorneys' fees, if:**
 - a. The court determines that M-DCPS unlawfully refused to comply with the public records request within a reasonable time; and**
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that M-DCPS has not complied with the request, to the City and to M-DCPS.**
- ii. If a civil action is filed against the City to compel production of public records relating to the M-DCPS's contract for services, the court shall assess and award against the City the reasonable costs of enforcement, including reasonable attorneys' fees, if:**
 - a. The court determines that the City unlawfully refused to comply with the public records request within a reasonable time; and**
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the City has not complied with the request, to the City and to M-DCPS.**
- iii. A notice complies with subparagraph (i)(b) and (ii)(b) if it is sent to the City's custodian of public records and to M-DCPS at M-DCPS's address listed on its agreement with the City or**

to M-DCPS's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- iv. If either party complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

c. IF M-DCPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO M-DCPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV
PHONE: 305-673-7411**

14. WRITTEN NOTICES: Any notices required under this Agreement will be effective when delivered to the City in writing and addressed to the City Contract Administrator. Any notices required under this Agreement will be effective when delivered to M-DCPS in writing and addressed to M-DCPS's Contract Administrator.

15. CITY CONTRACT ADMINISTRATOR: All contract related questions, reports and requests for reimbursements to be submitted to the City Contract Administrator listed below.

Dr. Leslie Rosenfeld
Chief Learning and Development Officer
Organizational Development and Education Department
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Tel: 305-673-7000 ext. 26923
Email: leslierosenfeld@miamibeachfl.gov

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912

Miami, Florida 33132

With a copy to:

Department: The School Board of Miami-Dade County, Florida
Office of Risk and Benefits Management
Department Director: Attention: Michael G. Fox, Risk and Benefits Officer
Address: 1501 NE 2 Avenue, Suite 335
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

16. **E-VERIFY:**

A. Both parties shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, both parties shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, both parties shall expressly require any approved subcontractor performing work or providing services pursuant to the Agreement 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. If either party enters into a contract with an approved subcontractor, the subcontractor must provide the party with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Both parties shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

B. TERMINATION RIGHTS

1. If the City has a good faith belief that M-DCPS has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with M-DCPS for cause, and City shall thereafter have or owe no further obligation or liability to M-DCPS.

2. If the City has a good faith belief that a subcontractor has knowingly violated Subsection 22(A), but the M-DCPS otherwise complied with such section, the City will promptly notify the M-DCPS and order the M-DCPS to immediately terminate the Agreement with the subcontractor. M-DCPS's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the M-DCPS's contract for cause.

3. A contract terminated under the foregoing Subsections (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

4. The City or M-DCPS or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsections (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

5. If the City terminates the Agreement with M-DCPS under the foregoing Subsection 16(A), M-DCPS may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

6. M-DCPS is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section.

7. If M-DCPS has a good faith belief that the City has knowingly violated Section 448.09(1), Florida Statutes, M-DCPS shall terminate this Agreement with the City for cause, and M-DCPS shall thereafter have or owe no further obligation or liability to the City.

8. If M-DCPS has a good faith belief that a subcontractor has knowingly violated Subsection 22(A), but the City otherwise complied with such section, M-DCPS will promptly notify the City and order the City to immediately terminate the Agreement with the subcontractor. The City's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling M-DCPS to terminate the City's contract for cause.

9. A contract terminated under the foregoing Subsections (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

10. The City or M-DCPS or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsections (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

11. If M-DCPS terminates the Agreement with the City under the foregoing Subsection 16, the City may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

12. The City is liable for any additional costs incurred by M-DCPS as a result of the termination of this Agreement under this Section.

ARTICLE III / MISCELLANEOUS PROVISIONS

17. **PUBLIC PURPOSE:** The Project undertaken herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by M-DCPS, that M-DCPS is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Project kits for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Agreement.

18. **NO DISCRIMINATION:** M-DCPS also accepts and agrees to comply with the following Special Conditions:

A. M-DCPS hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

B. M-DCPS hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

C. The City endorses, and M-DCPS shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities

from enjoying the same employment opportunities that are available to persons without disabilities.

D. The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that M-DCPS provides equal access and equal opportunity and services without discrimination on the basis of any disability.

19. **GOVERNING LAW AND EXCLUSIVE VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE CITY AND M-DCPS 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. . Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

20. **NO WAIVER:** No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

21. **CAPTIONS USED IN THIS AGREEMENT:** Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

22. **CONTRACT REPRESENTS TOTAL AGREEMENT:** This contract, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties. Any modification to the Project Amount shall require approval by the Mayor and City Commission.

EXHIBIT 1**PROJECT DESCRIPTION****BACKGROUND/DESCRIPTION OF NEED**

The City—with support from Make Our Schools Safe, a 501(c)(3) dedicated to protecting students and teachers at school, and School Board member Lucia Baez-Geller—have committed to support the City's efforts to provide the Stop-the-Bleed Kits in Miami Beach public schools. Each Kit includes the following: 2x Pair Large Nitrile Gloves; 1x Trauma Shears; 1x CAT Tourniquet; 1x Permanent Marker; 1x Sterile Krinkle Gauze; 1x Israeli Compression Bandage; 2x Hyfin Chest Seals; 1x Emergency Blanket; and 1x Stop-the-Bleed Instruction Card.

PROGRAM DESCRIPTION

Beneficiaries/Participants (Clients): Students attending Miami Beach public schools (except for Miami Beach Senior High school, which already has Stop the Bleed Kits) and Treasure Island Elementary School. The installation of the Stop-The-Bleed kits at each Miami Beach public school includes 329 total kits in the classrooms and common areas, distributed as follows:

Biscayne Beach Elementary	55
North Beach Elementary	69
Miami Beach South Pointe Elementary	44
Miami Beach Fienberg Fisher K8	70
Miami Beach Nautilus Middle School	54
Treasure Island Elementary	37

Services: Miami-Dade County Public Schools will be providing installation of the wall-mounted kits at each school done by school maintenance; bloodborne Pathogen Training for teachers and staff; Hepatitis B Vaccinations for teachers and staff; maintenance of the kits as required by the manufacturer, placement of banners promoting the partnership with the City of Miami Beach and Make Our Schools Safe Organization at each public school; and placement of Make Our Schools Safe Organization logo, and/or City of Miami Beach logo hyperlinked to applicable websites.

GOALS/OUTCOMES

Outcome	Measure	Reporting Deadline

EXHIBIT 2
CITY OF MIAMI BEACH

ANNUAL REPORT

CMB RESOLUTION No.:	
M-DCPS NAME:	
M-DCPS ADDRESS:	
M-DCPS CONTRACT ADMINISTRATOR:	
M-DCPS CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	

REPORT PERIOD:

- ☐ Oct. 1 - Dec. 31 ☐ Jan. 1 - Mar. 31 ☐ Apr. 1 - Jun. 30 ☐ Jul. 1 - Sept. 30
Due Jan. 15 Due Apr. 15 Due Jul. 15 Due Oct. 15

GOALS/OUTCOMES:

Goal	Types of Service	Quarterly Expenditure	Yearly Expenditure To Date

M-DCPS

Report Prepared By:

Name

Signature/Date

City of Miami Beach

Report Reviewed By:

Name

Signature/Date

