

TOWN OF BAY HARBOR ISLANDS

May 11, 2022

REGULAR COUNCIL MEETING 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

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

Notice is hereby given that any item on the May 11, 2022, Town Council agenda not finally acted upon at that meeting will be automatically carried over to the Special Council Meeting scheduled for 6:00 p.m. on Thursday, May 12, 2022.

Members of the public are invited to attend the Regular May 11, 2022 Council Meeting in person, or may attend by Zoom, using the following information:

Zoom Meeting Link: <https://us06web.zoom.us/j/86388672414>

Meeting ID: 863 8867 2414

Members of the public who desire to attend the May 12, 2022 Special Council Meeting, if it is held, are invited to attend in person, or may attend by Zoom, using the following information:

Zoom Meeting Link: <https://us06web.zoom.us/j/84563200224>

Meeting ID: 845 6320 0224

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

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 numbers below:

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

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

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

May 11, 2022 Regular Council Meeting

Meeting ID: 863 8867 2414

May 12, 2022 Special Council Meeting

Meeting ID: 845 6320 0224

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 email 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 of the Town's Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2021 by the Town's Auditors managing partner Michael Futterman from Marcum LLP.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS::

TOWN MANAGER'S REPORT:

TOWN ATTORNEY'S REPORT:

2. Legislative Updated by State Representative Joseph S.Geller.

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

PUBLIC COMMENTS:

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.)*

3. **Consideration and Approval** of the following Meeting Minutes:
 - a. Regular Council Meeting - March 9, 2022
 - b. Regular Council Meeting - April 13, 2022
 - c. Organizational Meeting - April 13, 2022
4. **Consideration and Approval** to award and enter into an Agreement with DebrisTech, LLC for a two-year period and an optional one-year renewal for Disaster Debris Monitoring Services. DebrisTech will be responsible for the overall monitoring of any debris collection by the Town's Disaster Debris Collector, in accordance with the Stafford Act and FEMA policies and guidelines. Enclosed is a copy of the proposal received by DebrisTech, LLC.
5. **Consideration and approval** of a proposal from Chen Moore in the amount of \$90,246.45 for the conceptual design for the new Public Works Facility in the 95th Street Parking Lot. The amount was previously reported as \$66,556.45.
6. **Consideration and approval** to piggyback off a rental contract with United Rentals through Sourcewell in the amount of \$29,710 to provide onsite backup Emergency generator for Town Hall electrical system in preparation of the upcoming Hurricane Season, pursuant to Section 21.2(6) of the Town Code.
7. **Consideration and approval** of a three-year service agreement with TRANE for the Community Center Air Conditioning Unit.
8. **Consideration and Approval** of a Request for Proposals (RFP) for Electric Vehicle (Level 2) Charging Stations for the Town Parking Locations Project. Enclosed is a copy of the RFP package.
9. **Consideration and Approval** of attendance at the 68th Annual Miami-Dade County League of Cities Gala to be held on June 11, 2022. The Bronze Sponsorship Package for \$3,000 includes a table seating for 10 and recognition the night of the event. Enclosed is detail of the sponsorship packages.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING::

ORDINANCES FOR FIRST READING::

10. Consideration and Approval of an ordinance on first reading amending Chapter 13, entitled "Local Business Tax Receipt and Regulations by revising Sections 13-4, 13-7, 13-9, 13-14 through 13-16, and 13-18 of the Town Code to update the Business Tax Receipt issuance process; designating the authority to issue Business Tax Receipts to the Town Manager or her designee. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 13 OF THE TOWN CODE, ENTITLED "LOCAL BUSINESS TAXES AND REGULATIONS", BY REVISING SECTIONS 13-4, 13-7, 13-9, 13-14 THROUGH 13-16, AND 13-18 TO UPDATE THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approval.

POLL VOTE

11. **Consideration and Approval** of an ordinance on first reading to rezone a 20-foot strip of land at 9110 West Bay Harbor Drive from RM-3, Multiple-Family Residential District to RM-1, Multiple-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO THE REZONING OF A CERTAIN PARCEL OF LAND, AS MORE PARTICULARLY DESCRIBED HEREIN, THE NORTHWESTERLY 20 FEET OF TRACT "A", 9110 WEST BAY HARBOR DRIVE, FROM THE RM-3, MULTIPLE-FAMILY DISTRICT TO THE RM-1, MULTIPLE-FAMILY DISTRICT; AMENDING SECTION 23-2 OF THE TOWN CODE AND THE OFFICIAL ZONING MAP TO REFLECT SAID ZONING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

12. **Consideration and approval** of an ordinance on first reading amending Section 23-12(15)(a) of the Zoning and Planning Code to establish regulations for balconies in the "B-1" Business District and the "G" Gateway District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF EXTERIOR BALCONIES; AMENDING SECTION 23-12(15)(a) OF THE ZONING AND PLANNING CODE TO ESTABLISH REGULATIONS FOR BALCONIES IN THE "B-1" BUSINESS DISTRICT AND "G" GATEWAY DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

13. **Consideration and approval** of an ordinance on first reading amending Chapter 16, Section 16-1(i) of the Town Code for average final compensation to be calculated based on a member's highest annual pay received during the member's last three years prior to retirement.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS GENERAL EMPLOYEES' RETIREMENT SYSTEM, AMENDING, ARTICLE I, SECTION 16-1(i), DEFINITIONS AND TERMS, PROVIDING FOR AVERAGE FINAL COMPENSATION TO BE CALCULATED BASED ON A MEMBER'S HIGHEST ANNUAL PAY RECEIVED DURING THE MEMBER'S LAST THREE YEARS PRIOR TO RETIREMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

14. **Discussion and Possible Action** regarding appointments/re-appointments to the Design Review Board for the 2021-2023 Term. Enclosed is a list of current Board Members and other residents who are seeking re-appointment/appointment respectively.

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

15. **Consideration and Approval** of a Resolution for continued funding of the Nurse Initiative Program at Ruth K. Broad Elementary for School Year 22-23.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION:

POLL VOTE

Approval and Renewal of Enhanced Nurse Initiative Program
for school year 22-23

16. Consideration and approval to piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance, Inc. (DBA All County Paving, Inc.) in the amount of \$299,751.75 for the Milling and Paving of the East Island North Side Internal Streets (Zone 6) pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

17. Consideration and approval to piggyback off the Punta Gorda Contract/Services Agreement with HG2 Emergency Lighting to outfit six (6) new police vehicles with emergency lights and equipment in the amount of \$58,968, pursuant to Section 2-1(6) of the Town Code.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

18. **Discussion and possible** amendment to the Town of Bay Harbor Islands Budget Calendar for the Fiscal Year of 2022-2023. Enclosed is a copy of the current approved Budget Calendar for the FY 2022-2023.
19. **Discussion and possible** action regarding the BC-160 Broad Causeway Drawbridge Replacement (#875101)-SR-922 – Concept Design RFQ.
20. **Discussion and possible** action on the Shuttle / On-Demand program for the Town of Bay Harbor Islands.

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

May 11, 2022

ITEM NUMBER: 1.

ITEM: Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2021 by the Town's Auditors managing partner Michael Futterman from Marcum LLP.

DESCRIPTION:

Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the year ended September 30th, 2021, by the Town's external auditor managing partner Micheal Futterman (or their representative) from Marcum LLP.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

No Financial Impact. This is the presentation of Annual Comprehensive Financial Report by the Town's Auditors Marcum LLP.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director
Peter Kajokas, Finance Director

ATTACHMENTS

1.	0. BHI ACFR FY 2021
----	---------------------

TOWN OF BAY HARBOR ISLANDS,
FLORIDA



ANNUAL
COMPREHENSIVE
FINANCIAL
REPORT

FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2021

ANNUAL COMPREHENSIVE FINANCIAL REPORT

of the

TOWN OF BAY HARBOR ISLANDS, FLORIDA



For the fiscal year ended September 30, 2021

Prepared by the Finance Department

Town of Bay Harbor Islands, Florida
Annual Comprehensive Financial Report
September 30, 2021
Table of Contents

Introductory Section	Page
Letter of transmittal	i - iii
Certificate of achievement for excellence in financial reporting.....	iv
Town officials	v
Organizational chart.....	vi
Financial Section	
Independent Auditors' Report	1 - 3
Management's discussion and analysis (required supplementary information).....	4 - 16
Basic financial statements	
Government-wide financial statements	
Statement of net position	17
Statement of activities.....	18
Fund financial statements	
Governmental fund financial statements	
Balance sheet	19
Statement of revenues, expenditures and changes in fund balances.....	20
Reconciliation of the statement of revenues, expenditures and changes in fund balances of governmental funds to the statement of activities	21
Proprietary fund financial statements	
Statement of net position	22
Statement of revenues, expenses and changes in net position.....	23
Statement of cash flows	24 - 25
Fiduciary fund financial statements	
Statement of fiduciary net position	26
Statement of changes in fiduciary net position.....	27
Notes to basic financial statements	28 - 65
Required Supplementary Information	
Budgetary comparison schedule – general fund	66
Note to budgetary comparison schedule.....	67
Schedule of changes in the town's total OPEB liability and related ratios	68
Schedule of changes in the town's net pension liability (asset) and related ratios.....	69
Schedule of town contributions	70

Town of Bay Harbor Islands, Florida
Annual Comprehensive Financial Report
September 30, 2021
Table of Contents

	Page
Statistical Section	
Schedule 1 - Net position by component	71
Schedule 2 - Changes in net position	72 - 73
Schedule 3 - Fund balances of governmental funds	74
Schedule 4 - Changes in fund balances of governmental funds	75
Schedule 5 - Program revenues by function/program	76
Schedule 6 - Assessed value of taxable property	77
Schedule 7 - Property tax rates, direct and overlapping governments	78
Schedule 8 - Principal property taxpayers	79
Schedule 9 - Property tax levies and collections	80
Schedule 10 - Causeway toll revenues	81
Schedule 11 - Ratios of outstanding debt by type	82
Schedule 12 - Direct and overlapping governments	83
Schedule 13 - Legal debt margin information	84
Schedule 14 - Pledged revenue coverage	85
Schedule 15 - Demographic and economic statistics.....	86
Schedule 16 - Full-time town employees by function	87
Schedule 17 - Operating indicators by function	88
Schedule 18 - Capital asset statistics by function.....	89
Reporting Section	
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in accordance with <i>Government Auditing Standards</i>	90 - 91
Summary Schedule of Prior Audi Findings	92
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida.....	93 - 94
Independent Accountants' Report on Compliance Pursuant to Section 218.415 Florida Statutes	95

INTRODUCTORY SECTION



April 6, 2022

Town Council

Joshua D. Fuller
Mayor

Elizabeth Tricoche
Vice Mayor

Stephanie Bruder
Council Member

Molly Diallo
Council Member

Jordan W. Leonard
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Maria Lasday
Town Manager

Yvonne Hamilton
Interim Town Clerk

Joseph Geller
Town Attorney

To the Honorable Mayor Joshua D. Fuller, Vice Mayor Elizabeth Tricoche, members of the Town Council, and citizens of the Town of Bay Harbor Islands:

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards and government auditing standards by licensed certified public accountants. In addition, Section 31 of the Town Charter requires that qualified public accountants shall make an independent audit of accounts for submission to the Town Council. In fulfillment of these requirements, the Town's Annual Comprehensive Financial Report for the fiscal year ended September 30, 2021, is presented for your consideration and review.

Responsibility for the accuracy and fairness of the presentation, including all disclosures, rests with the Town. We believe the information as presented is accurate in all material respects, that it is presented in a manner designed to fairly set forth the financial position and results of operations of the Town, and that all disclosures necessary to enable the reader to gain general understanding of the Town's financial activity have been included. To provide a reasonable basis for making these representations, management of the Town has established a comprehensive internal control framework that is designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town of Bay Harbor Islands' financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement.

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Marcum LLP, a licensed certified public accounting firm, has audited the Town's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town of Bay Harbor Islands for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon their audit, that there was a reasonable basis for rendering unmodified opinions that the Town's financial statements for the fiscal year ended September 30, 2021, are fairly presented in accordance with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) is a narrative introduction, overview, and analysis provided by management accompanying the basic financial statements. This letter of transmittal is complementary to the MD&A and should be read in conjunction with it. The Town of Bay Harbor Islands' MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The Town of Bay Harbor Islands has 5,922 residents according to the latest available estimate in 2020 from the U.S. Census Bureau. Located in northeastern Miami-Dade County, it is comprised of two islands in the Intracoastal Waterway. The Broad Causeway provides access from the Town to the mainland and to the beaches of the barrier island. The Town has a very low crime rate and enjoys moderate subtropical temperatures and weather.

The Town was incorporated in 1947 and operates under a council-manager form of government. The seven-member Town Council establishes policy, enacts legislation, and adopts budgets. The Town provides a full range of services: public safety (police, building and zoning), transportation and the construction and maintenance of roads, infrastructure, and recreation facilities, operation and maintenance of a causeway, water and sewer utilities, sanitation (refuse collection), operation and maintenance of parking facilities, and general government and administrative services. Fire protection, education, and welfare services are provided by units of other local governments whose activities are not included in the accompanying financial statements.

The annual budget serves as the foundation for the Town's financial planning and control. The Town Manager presents a proposed budget to the Town Council, after having reviewed and revised budget requests from all departments. The Council holds two public hearings to receive public comment prior to adopting the final budget and tax millage. The budget must be adopted prior to September 30th. The department is the legal level of budgetary control. The Town Council must approve all supplemental appropriations and any transfers of appropriations between departments. Budget-to-actual comparisons are provided for the General Fund in the Required Supplementary Information section following the notes to the financial statements.

Information Relevant to an Assessment of Financial Condition

The information presented in the financial statements is best understood when it is considered from the broader perspective of the specific environment within which the Town of Bay Harbor Islands operates.

The Town has a convenient location within easy driving distance of the cities of Miami, Miami Beach, and Fort Lauderdale, with all their commercial and employment opportunities and cultural, recreational, and other amenities. The Miami and Fort Lauderdale airports, Port Everglades, and the Port of Miami are all easily accessible.

Based on 2020 estimates from the U.S. Census Bureau, the median age for Town residents is 42.2, and median household income is \$99,063.

Property values have increased for ten years in a row following four consecutive years of decline, and total taxable value has exceeded its 2007 high. According to the Miami-Dade County Property Appraiser, existing property values decreased 0.03% as of January 1, 2021. However, redevelopment of older properties is continuing to give a more modern look to the Town and to strengthen the tax base. Continuing improvement in property values and in the economy is expected to have a positive impact on the Town's ability to generate revenues.

Long-term Financial Planning

Redevelopment of commercial and residential properties continues to enhance the Town's tax base, and several significant multi-family projects should be added to the Town's tax rolls for upcoming fiscal years. Sales of transferable development rights needed for development of larger multi-family projects have continued but since those receipts are from the sales of limited assets, they are not budgeted nor used to support ongoing operations.

Acknowledgements

As always, we would like to thank the Mayor, Vice Mayor and members of the Town Council for their support and endorsement of sound accounting, financial management, and financial reporting practices and to express our appreciation to our independent certified public accountants, Marcum LLP, for their cooperation, assistance, and professionalism. We would also like to express our appreciation to everyone on the Finance Department team for their dedication and hard work.

Respectfully submitted,


Maria Lasday, Town Manager



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Bay Harbor Islands
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO

TOWN OF BAY HARBOR ISLANDS, FLORIDA

TOWN OFFICIALS

COUNCIL-MANAGER FORM OF GOVERNMENT

TOWN COUNCIL

Joshua D. Fuller, Mayor

Elizabeth Tricoche, Vice Mayor

Jordan W. Leonard

Stephanie Bruder

Isaac Salver

Molly Diallo

Robert H. Yaffe

TOWN MANAGER

Maria Lasday

ASSISTANT TOWN MANAGER

Jenice Rosado

TOWN CLERK

Yvonne Hamilton

TOWN ATTORNEY

Greenspoon Marder LLP

Joseph Geller

TOWN FINANCE DIRECTOR

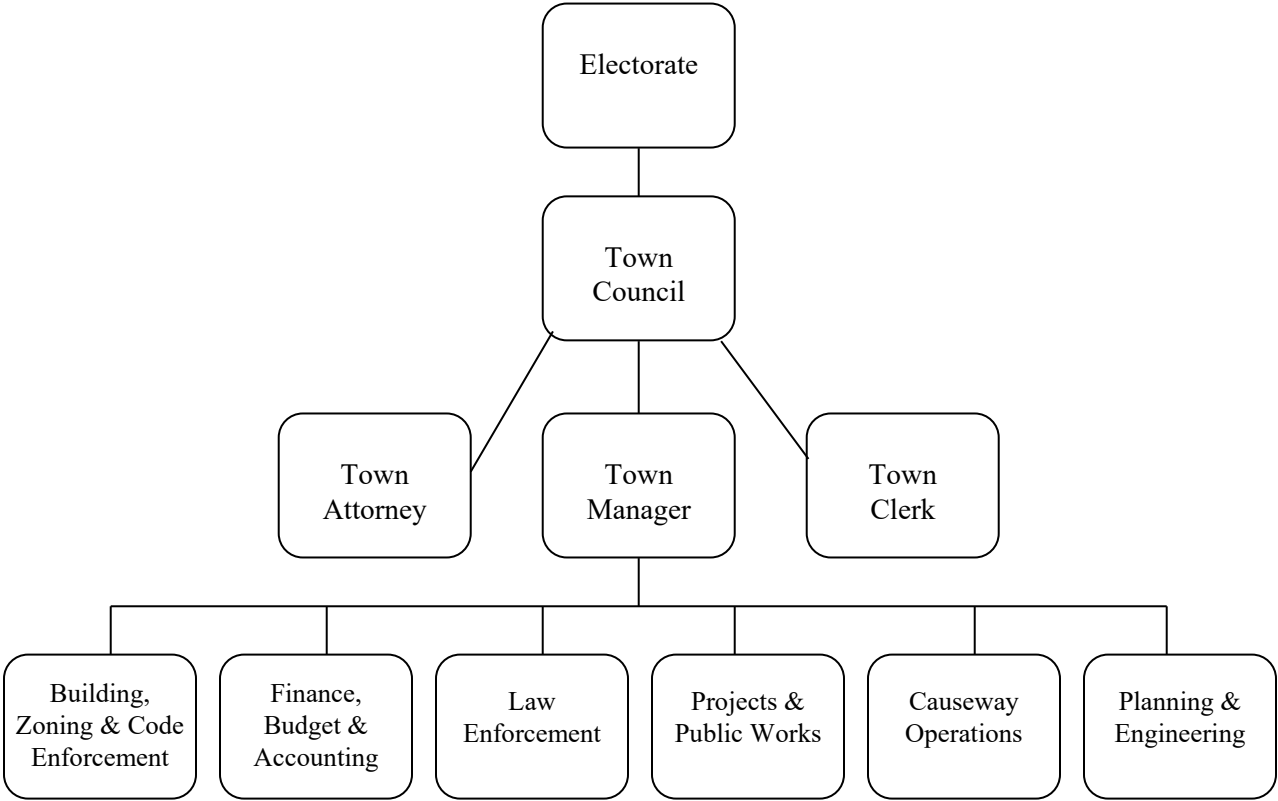
Peter Kajokas

INDEPENDENT AUDITORS

Marcum LLP

TOWN OF BAY HARBOR ISLANDS, FLORIDA

ORGANIZATIONAL CHART



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Town Council and Town Manager
Town of Bay Harbor Islands, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Bay Harbor Islands, Florida, (the Town), as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 16, the budgetary comparison schedule on pages 66 and 67, and the required supplementary information for the pensions and OPEB on pages 68 to 70, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 6, 2022 on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

Marcum LLP

Miami, FL
April 6, 2022.

MANAGEMENT'S DISCUSSION AND ANALYSIS
MD&A

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Town of Bay Harbor Islands, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal, which can be found on pages i - iii of this report.

Financial Highlights

- The assets plus deferred outflows of the Town of Bay Harbor Islands exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$82,585,678 (net position). Of this amount, \$35,627,656 (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's total net position increased by \$8,562,583.
- As of the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$12,207,201 an increase of \$1,595,483 in comparison with the prior year. Approximately \$11,886,220 or 97.37% is available in the Town's general fund for spending at the government's discretion (unassigned fund balance). The \$160,690 assigned fund balance of the general capital projects fund is intended to provide resources for planned infrastructure capital projects and is not available for general discretionary spending.
- The Town's total debt decreased by \$1,695,446 or 10.0% during the current fiscal year due to scheduled repayment of existing debt.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town of Bay Harbor Islands' basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the Town's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Town of Bay Harbor Islands that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Town include general government, public safety (law enforcement, building inspections and code enforcement), transportation (street maintenance and bus service), support for the local library, and parks and recreation. The business-type activities of the Town include operation of a causeway and toll facility, as well as sewer, water, parking, solid waste disposal, and stormwater management systems.

The government-wide financial statements can be found on pages 17-18 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Bay Harbor Islands, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town of Bay Harbor Islands can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between *governmental funds* and *governmental activities*.

The Town of Bay Harbor Islands maintains two governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the capital projects fund (both major funds).

The Town of Bay Harbor Islands adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget (page 66).

The governmental fund financial statements can be found on pages 19-21 of this report.

Proprietary Funds. The Town of Bay Harbor Islands maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses enterprise funds to account for its causeway and toll facility, as well as its sewer, water, parking, solid waste, and stormwater management operations.

The proprietary fund financial statements can be found on pages 22-25 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the Town. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The Pension Trust Fund is the Town's only fiduciary fund.

The basic fiduciary fund financial statements can be found on pages 26-27 of this report.

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 28-65 of this report.

Other Information

In addition to the basic financial statements and the accompanying notes, this report also presents certain *required supplementary information* including the budgetary comparison for the general fund, information concerning the Town's contributions to provide pension benefits to its employees, and the funding status of the pension and OPEB plans.

Required supplementary information can be found on pages 66-70 of this report.

Government-wide Financial Analysis

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town of Bay Harbor Islands, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$82,585,678 at the close of the most recent fiscal year.

Summary of Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 15,324,862	\$ 12,812,597	\$ 27,962,795	\$ 24,021,897	\$ 43,287,657	\$ 36,834,494
Capital assets	<u>20,669,751</u>	<u>21,137,642</u>	<u>37,761,243</u>	<u>38,779,647</u>	<u>58,430,994</u>	<u>59,917,289</u>
Total assets	<u>35,994,613</u>	<u>33,950,239</u>	<u>65,724,038</u>	<u>62,801,544</u>	<u>101,718,651</u>	<u>96,751,783</u>
Total deferred outflows	<u>1,211,895</u>	<u>965,062</u>	<u>372,721</u>	<u>258,566</u>	<u>1,584,616</u>	<u>1,223,628</u>
Long-term liabilities	6,453,423	6,907,150	9,957,018	11,287,898	16,410,441	18,195,048
Other liabilities	<u>813,349</u>	<u>797,690</u>	<u>1,561,799</u>	<u>2,047,286</u>	<u>2,375,148</u>	<u>2,844,976</u>
Total liabilities	<u>7,266,772</u>	<u>7,704,840</u>	<u>11,518,817</u>	<u>13,335,184</u>	<u>18,785,589</u>	<u>21,040,024</u>
Total deferred inflows	<u>1,216,577</u>	<u>1,871,773</u>	<u>715,423</u>	<u>1,040,519</u>	<u>1,932,000</u>	<u>2,912,292</u>
Net position:						
Net investment in						
capital assets	14,986,615	15,104,245	28,185,137	27,772,967	43,171,752	42,877,212
Restricted	2,455,206	1,618,790	1,331,064	1,016,057	3,786,270	2,634,847
Unrestricted	<u>11,281,338</u>	<u>8,615,653</u>	<u>24,346,318</u>	<u>19,895,383</u>	<u>35,627,656</u>	<u>28,511,036</u>
Total net position	<u>\$ 28,723,159</u>	<u>\$ 25,338,688</u>	<u>\$ 53,862,519</u>	<u>\$ 48,684,407</u>	<u>\$ 82,585,678</u>	<u>\$ 74,023,095</u>

52.3% (\$43,171,752) of the Town's reported net position is composed of its investment in capital assets (e.g. land, building, and equipment) less any related debt and any deferred inflows/outflows used to acquire those assets that are still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Only 4.6% (\$3,786,270) of the Town's net position is subject to external restrictions on use.

43.1% of the Town's net position (\$35,627,656) may be used to meet the Town's ongoing obligations to citizens and creditors.

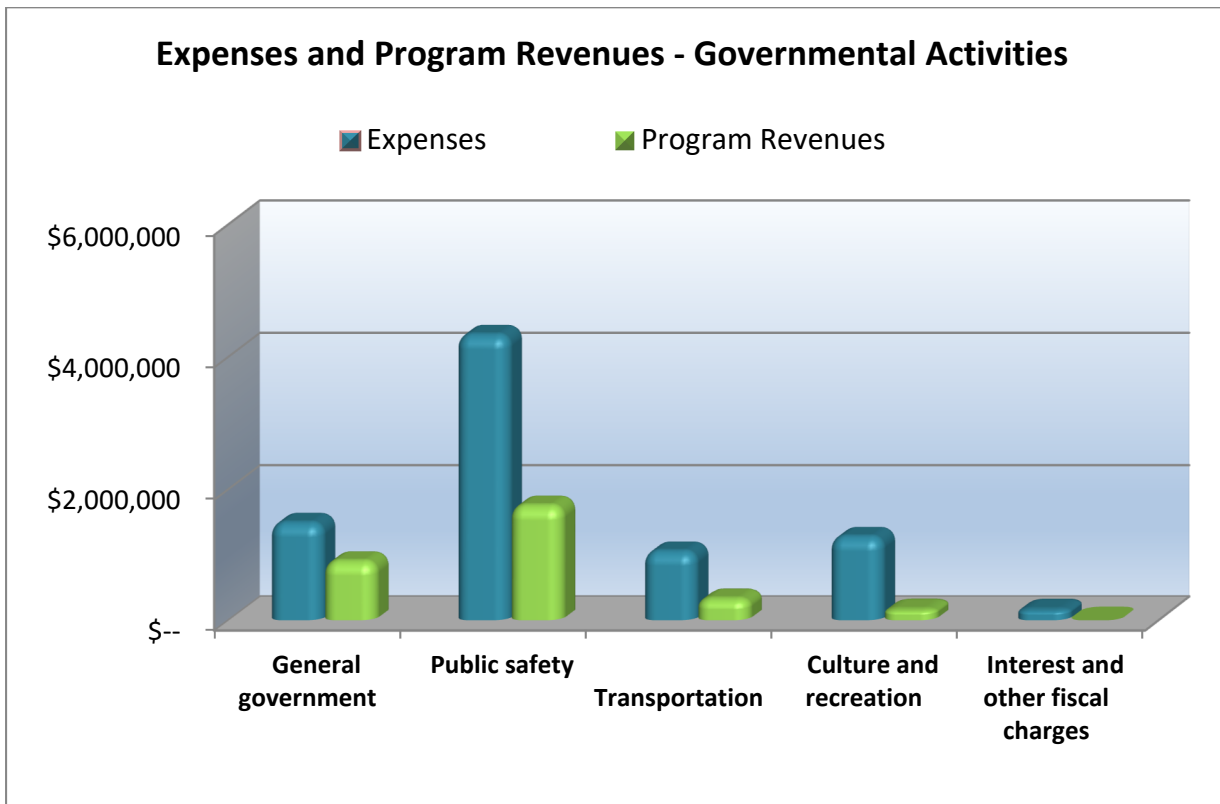
At the end of the current fiscal year, the Town of Bay Harbor Islands is able to report positive balances in all reported categories of net position, for the Town as a whole, as well as for its separate governmental and business-type activities.

Summary of Changes in Net Position

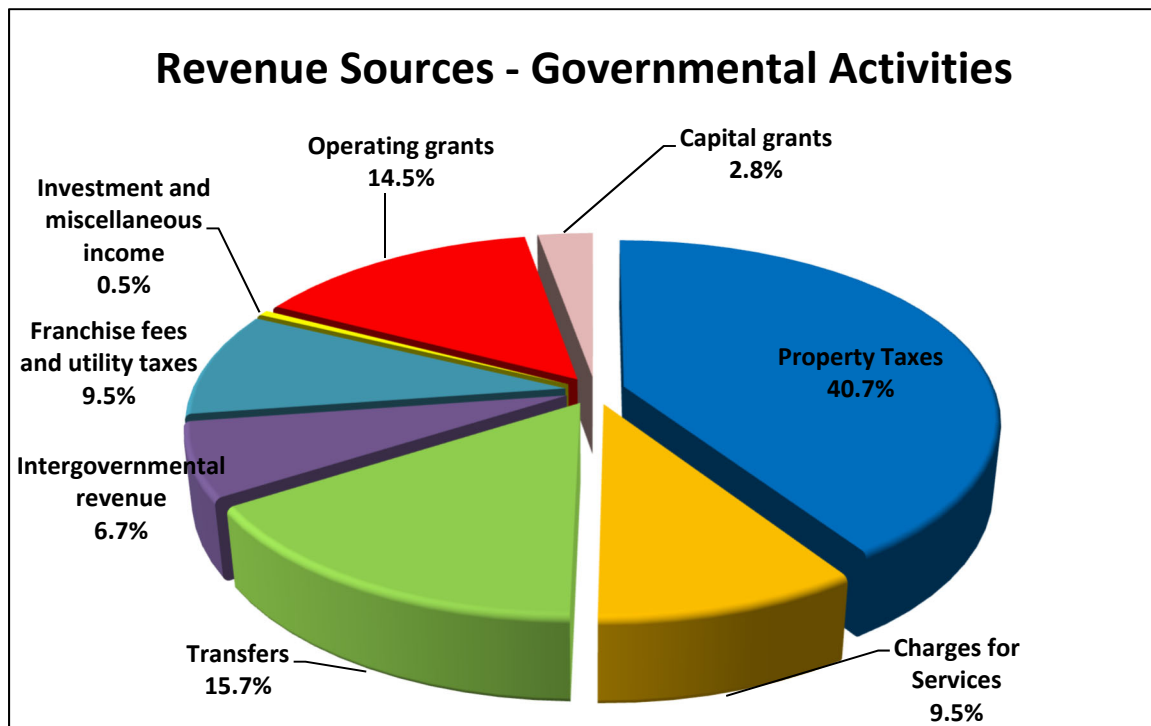
	Governmental Activities		Business-type Activities		Total	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Revenues:						
Program revenues:						
Charges for services	\$ 1,112,446	\$ 1,490,830	\$ 14,830,198	\$ 13,083,337	\$ 15,942,644	\$ 14,574,167
Operating grants and contributions	1,696,222	70,000	-	-	1,696,222	70,000
Capital grants and contributions	325,861	267,579	498,642	918,553	824,503	1,186,132
General revenues:						
Property taxes	4,760,975	4,648,810	-	-	4,760,975	4,648,810
Franchise fees & utility taxes	1,114,039	1,082,106	-	-	1,114,039	1,082,106
Intergovernmental revenue	785,697	703,078	-	-	785,697	703,078
Investment earnings (losses)	(23,607)	182,684	(27,109)	210,867	(50,716)	393,551
Miscellaneous	80,094	73,619	266,934	226,699	347,028	300,318
Total revenues	<u>9,851,727</u>	<u>8,518,706</u>	<u>15,568,665</u>	<u>14,439,456</u>	<u>25,420,392</u>	<u>22,958,162</u>
Expenses:						
General government	1,486,733	1,768,769	-	-	1,486,733	1,768,769
Public safety	4,327,810	4,136,294	-	-	4,327,810	4,136,294
Transportation	1,049,872	1,062,366	-	-	1,049,872	1,062,366
Culture and recreation	1,274,188	1,230,141	-	-	1,274,188	1,230,141
Interest on long-term debt	162,482	167,388	-	-	162,482	167,388
Causeway	-	-	4,023,653	4,053,303	4,023,653	4,053,303
Sewer	-	-	1,773,259	1,585,259	1,773,259	1,585,259
Water	-	-	1,152,084	974,265	1,152,084	974,265
Parking	-	-	595,505	619,454	595,505	619,454
Solid Waste	-	-	787,885	751,989	787,885	751,989
Stormwater	-	-	224,338	229,718	224,338	229,718
Total expenses	<u>8,301,085</u>	<u>8,364,958</u>	<u>8,556,724</u>	<u>8,213,988</u>	<u>16,857,809</u>	<u>16,578,946</u>
Increase in net assets before transfers	1,550,642	153,748	7,011,941	6,225,468	8,562,583	6,379,216
Transfers	<u>1,833,829</u>	<u>1,880,842</u>	<u>(1,833,829)</u>	<u>(1,880,842)</u>	<u>-</u>	<u>-</u>
Change in net position	3,384,471	2,034,590	5,178,112	4,344,626	8,562,583	6,379,216
Net position, beginning	<u>25,338,688</u>	<u>23,304,098</u>	<u>48,684,407</u>	<u>44,339,781</u>	<u>74,023,095</u>	<u>67,643,879</u>
Net position, ending	<u>\$ 28,723,159</u>	<u>\$ 25,338,688</u>	<u>\$ 53,862,519</u>	<u>\$ 48,684,407</u>	<u>\$ 82,585,678</u>	<u>\$ 74,023,095</u>

Governmental Activities

The Town's governmental activities net position increased by \$3,384,471 (13.4%), to \$28,723,159 at the end of the year. The revenue increase was due to the combination of decreased charges for services and investment earnings, and increase in operating grants and contributions (primarily Federal Grant revenues in the amount of \$1,450,722 for American Rescue Plan Act of 2021 COVID19 Relief Fund ("ARPA") which was passed by Congress and signed into law by President Joe Biden on March 11, 2021), capital grants and contributions, property tax receipts, franchise fees and utility taxes, intergovernmental revenues and miscellaneous revenues. The reduction of costs was related to more efficient operations in public safety and culture and recreation. However, the general government, transportation and interest on long-term debt has operated with increased costs compared to prior year due to planned restructuring of department personnel and inflation causing increased operational costs.



- Program revenues, comprised of charges for services, operating grants and contributions, and capital grants and contributions, were 26.8% of total governmental activities revenues (including transfers). Property taxes, 40.7% of total revenues for governmental activities, are non-program specific and are used to fund all activities not covered by program revenues.

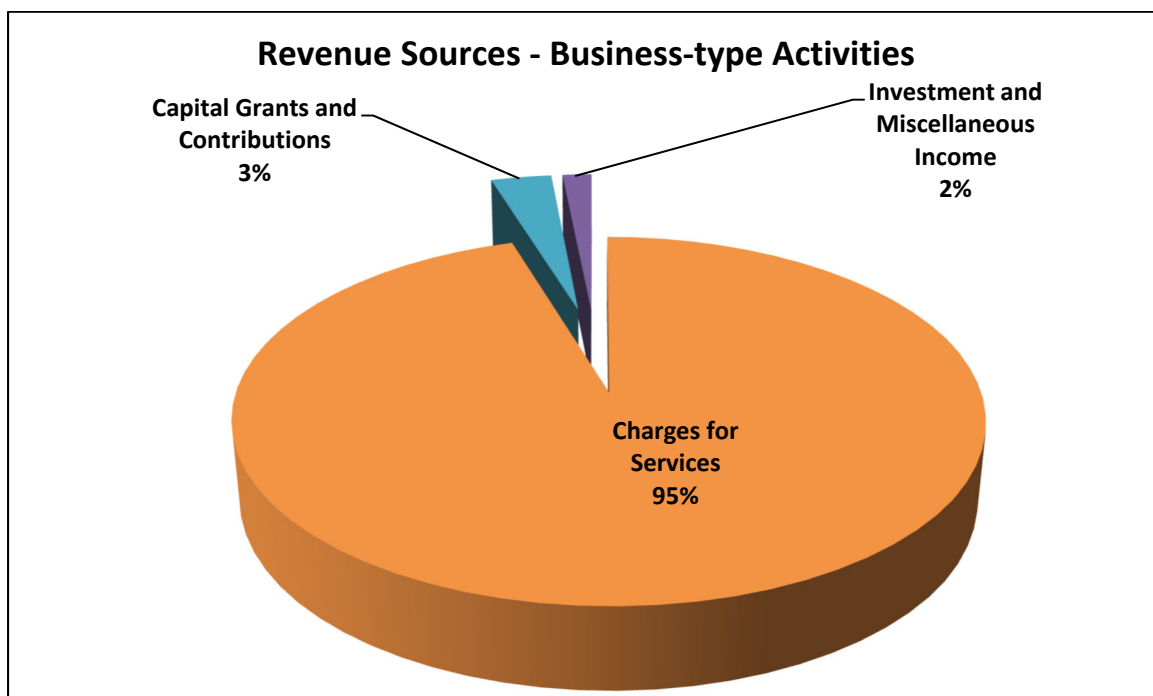
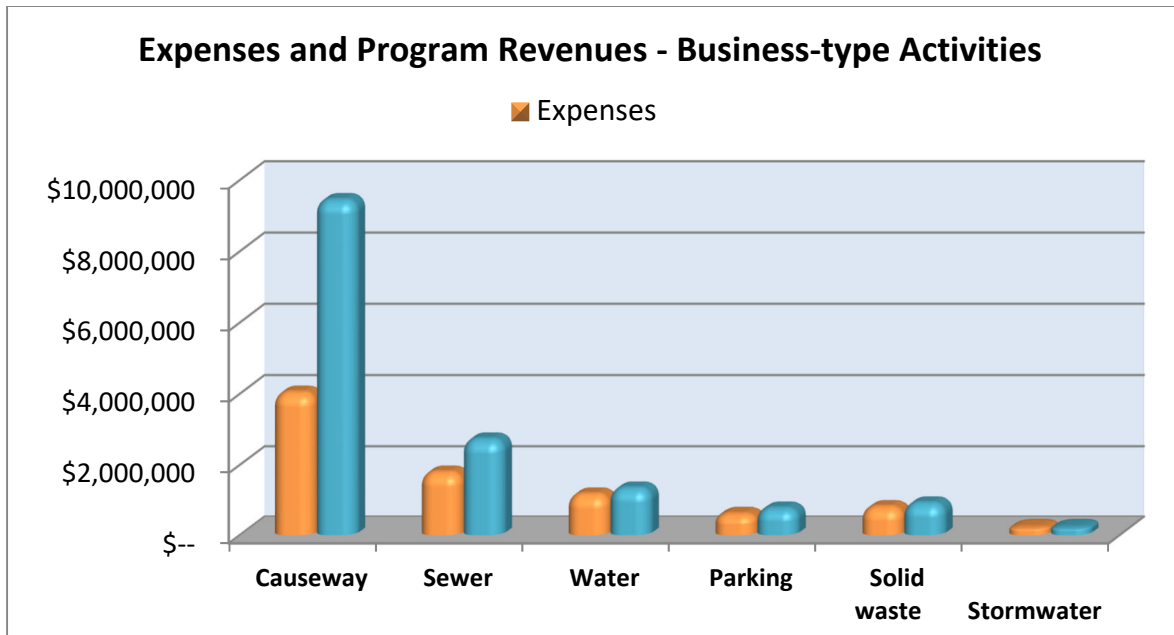


- **Business-type Activities**

Business-type activities increased the Town of Bay Harbor Islands' net position by \$5,178,112. The causeway, sewer, water, parking, and solid waste funds generated substantial operating income. The solid waste fund operated at a profit for the fifth time since 2013 due to the 10.0% increase in customer charges. Net transfers from the Town's business-type activities to its governmental activities decreased by about 2.5% to \$1,833,829, including planned transfers to fund debt service on debt related to the community enhancements project.

- Causeway Fund revenues inclusive of capital contributions increased by \$449,924 or 5.0% due primarily to increase in traffic attributed to the gradual recovery from COVID-19 pandemic and State Government lifting imposed stay at home orders and re-opening businesses from temporary shutdowns. Expenses decreased by \$29,650 or 0.7% due to the management ability to operate Causeway Fund more efficiently and Town managements' ability to reduce maintenance cost.
- Sewer Fund revenue increased by \$387,130 or 16.7% as the sewer rates in FY 2021 increased by 3.18% compared to the FY 2020 sewer rates. The rate increase was due to increases in City of Miami Beach sewer services rates. The Town passed this increase of sewer service rates to the Town's residents since the Town does not own its own sewer plant. As anticipated Sewer Fund expenses increased by \$188,000 or 11.9% in FY 2021 due to increase in City of Miami Beach sewer service rates and inflationary maintenance and operational cost to maintain required Level of Service (LOS).
- Water Fund revenue decreased by \$92,668 or about 7.5% which is attributed to Town increasing water service rates by 6.17% to offset Miami-Dade County increase in water service rates to the Town. The Town of Bay Harbor Islands does not currently have an alternative source to purchase water and to maintain proper fiscal discipline had to pass-through the County's increase in water rates to its residents. Water Fund expenditures also increased by \$177,819 or about 18.3% which was due to increase in water service rates by Miami-Dade County, increase in Town's required Level of Service (LOS), increase in water department personnel, and inflationary maintenance costs.
- Parking Fund revenues increased by \$309,904 or 70.7% due to increase in parking permit sales, meter collections, and parking fines attributed to the gradual recovery from COVID-19 pandemic and State Government lifting imposed stay at home orders and re-opening businesses from temporary shutdowns. Parking Fund expenses decreased by \$23,949 or 3.9% due mostly to a decrease in personnel costs required for parking enforcement, as well as repairs and maintenance costs attributed to the COVID-19 pandemic and State Government imposed stay at home orders and temporary businesses shutdowns. Parking Fund expenditures are difficult to lower since Parking Garage bonds are fixed and not easily conducive to the cost control measures that might be available to control other costs. However, the Town was able to reduce personnel cost and efficiently maintain operating costs.
- Solid Waste Fund revenues increased by \$80,588 or 9.9% due to the Town increasing solid waste collection fees to its residents in FY 2021. The Town's solid waste contractor has increased solid waste collection fees allowed contractually and based on Consumer Price Index (CPI) increase. Since the Town does not own its own fleet of waste collection vehicles, accordingly, to maintain the proper fiscal discipline, the Town passed the increase in solid waste collection fees to its residents. As expected, Solid Waste Fund expenses increased by \$35,869 or 4.8% which is attributed to the solid waste contractor increased solid waste collection fees and increased operational costs in Solid Waste Fund.
- Stormwater Fund revenues increased by 6,736 or 3.1%, which is attributed to the slight increase in Town's resident and business population. Stormwater Fund expenses decreased

by \$5,380 or 2.3% due to decrease personnel costs, and the Town's ability to effectively control operational costs, and repair and maintenance costs. However, since the repair and maintenance cost are reduced for FY 2021, it is expected for these cost to be increase in following years, since the Town has allocated substantial amount from ARPA Grant to the Stormwater Master Plan projects.



Financial Analysis of the Government's Funds

As noted earlier, the Town of Bay Harbor Islands uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. Unassigned *fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Town of Bay Harbor Islands' governmental funds reported combined ending fund balance of \$12,207,201 an increase of \$1,595,483 in comparison with the prior year. Increased revenues were the net result of higher property tax receipts, utility taxes receipts, franchise fees receipts, intergovernmental receipts, charges for services, grant receipts and miscellaneous receipts, offset by lower communications services taxes receipts, licenses and permits receipts, transfer developmental fees receipts, fine and forfeiture receipts, and investment earnings receipts revenue. Total transfers from the Town's proprietary funds decreased by 2.5% to \$1,833,829. General fund expenditures increased, with the bulk of the increase due to increased general government, public safety, culture and recreation and capital outlays spending. An increase was attributed to personnel expenditure and operational expenditure increase, due to required additional general, public safety culture and recreation and capital outlay personnel and repairs and maintenance costs related to the phasing out COVID-19 pandemic and State Government imposed stay at home orders and temporary businesses shutdowns. General Fund also experienced high ranking administrative personnel change with positions such as Town Manager, Assistant Town Manager, Chief of Police, Finance Director, Building and Zoning Director and Human Resource Director filled at the beginning of FY 2021 and demanding higher salaries to attract talented, educated and experienced candidates. Of total fund balance, 98.7% or \$11,886,220, is general fund *unassigned fund balance*, which is available for spending at the Town's discretion. The remainder of fund balance is either *non-spendable* to indicate that it is not available for new spending because it is associated with inventories \$17,340, or prepaid items \$29,163, *restricted* for specific uses by law enforcement agreement \$48,913, restricted for debt service \$64,875 or is *assigned* such as the fund balance of the capital projects fund intended to fund capital projects \$160,690.

General Fund

The general fund is the main operating fund of the Town of Bay Harbor Islands. At the end of the current fiscal year, unassigned fund balance of the general fund was \$11,886,220 while total fund balance was \$12,046,511. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 117.9% of total general fund expenditures, while total fund balance represents 119.5% of total general fund expenditures.

Fund balance of the Town of Bay Harbor Islands' general fund increased by \$1,595,483 during the current fiscal year. Property taxes, utility taxes, franchise fees, intergovernmental fees, charges for services fees, miscellaneous fees and grants funding revenues increased; communications services taxes, licenses and permits fees, transfer of development fees, fines and forfeitures, and investment earnings decreased, compared with prior FY 2020. Increased expenditures were

mostly attributable to transportation, and debt service decrease due to Town attracting and retaining talented, experienced and educated upper administrative personnel and due to inflationary operational and repairs and maintenance costs related to the COVID-19 pandemic, supply chain break down and mainstay supply shortage.

The amount of General Fund revenues by type, their percent of the total and the amount of change compared to last fiscal year are shown in the following schedule:

	2021 <u>Amount</u>	% of <u>Total</u>	2020 <u>Amount</u>	% of <u>Total</u>	Increase/ (Decrease) <u>from 2020</u>	% of Increase/ (Decrease)
Revenues:						
Property taxes	\$ 4,760,975	48.4%	\$ 4,648,810	54.7%	\$ 112,165	2.4%
Utility taxes	547,547	5.6%	527,415	6.2%	20,132	3.8%
Communications						
services taxes	165,492	1.7%	174,600	2.1%	(9,108)	(5.2%)
Franchise fees	401,000	4.1%	380,091	4.5%	20,909	5.5%
Licenses and permits	898,314	9.1%	1,319,112	15.5%	(420,798)	(31.9%)
Intergovernmental	1,100,016	11.2%	971,167	11.4%	128,849	13.3%
Transfer development fees	-	0.0%	1,000	0.0%	(1,000)	(100.0%)
Charges for services	163,901	1.7%	47,004	0.6%	116,897	248.7%
Fines and forfeitures	50,231	0.5%	123,714	1.5%	(73,483)	(59.4%)
Investment earnings (losses)	(23,607)	-0.2%	182,684	2.2%	(206,291)	(112.9%)
Grants	1,696,222	17.2%	70,000	0.8%	1,626,222	100.0%
Miscellaneous	80,094	0.8%	61,168	0.7%	18,926	30.9%
Total revenues	<u>\$ 9,840,185</u>	<u>100.0%</u>	<u>\$ 8,506,765</u>	<u>100.0%</u>	<u>\$ 1,333,420</u>	<u>15.7%</u>

- Property tax revenue collections were higher compared to FY 2020 due to conditions in real estate market and increase in property values as well as FY 2021 millage rate being the same as FY 2020.
- Utility tax revenues remitted from County and State were higher compared to FY 2020 due to higher consumption of utilities by residents.
- Licenses and permits decreased due to decreased construction and remodeling activity compared to the prior year or the construction and remodeling permits that were submitted in FY 2020 or prior years have not been issued in FY 2021 and will be issued in the following years.
- Grants increased primarily due to a grant from Federal Grant revenues in the amount of \$1,450,722 for American Rescue Plan Act of 2021 COVID19 Relief Fund (“ARPA”) which was passed by Congress and signed into law by President Joe Biden on March 11.

Expenditures in the General Fund are shown in the following schedule:

	2021	% of	2020	% of	Increase/ (Decrease)	% of Increase/ (Decrease)
	Amount	Total	Amount	Total	from 2020	(Decrease)
Expenditures						
General government	\$ 1,891,677	18.7%	\$ 1,827,792	19.9%	\$ 63,885	3.5%
Public safety	5,609,588	55.7%	4,952,409	53.9%	657,179	13.3%
Transportation	574,748	5.7%	603,046	6.6%	(28,298)	(4.7%)
Culture and recreation	1,000,662	9.9%	972,097	10.6%	28,565	2.9%
Capital outlay	494,522	4.9%	328,895	3.6%	165,627	50.4%
Debt service	507,334	5.0%	507,407	5.5%	(73)	0.0%
Total expenditures	<u>\$ 10,078,531</u>	<u>99.9%</u>	<u>\$ 9,191,646</u>	<u>100.0%</u>	<u>\$ 886,885</u>	<u>9.6%</u>

The General Fund expenditures increase is due primarily to high-ranking administrative personnel change. Positions such as Town Manager, Assistant Town Manager, Chief of Police, Building and Zoning Director, Finance Director and Human Resources Director were filled and retained by the Town with a higher salary range at the beginning of FY 2021 to attract qualified talented, experienced, and educated candidates. Decreased transportation expenditures, were due to a decrease in ridership and decrease in transportation costs. Increase in Culture and Recreation was attributed to some social gatherings and scheduled Town events being conducted, and some others were still postponed to the future years and were related to the COVID-19 pandemic Omicron variant. Public Safety expenditures was increased for the same factors since State mandated stay home orders were gradually lifted and business were re-opened, which needed to be protected and safety was paramount to the Town's resident's well-being.

General Fund Budgetary Highlights

For total General Fund revenues, there was a favorable budget variance of \$383,836, due to greater than anticipated property tax receipts, utility taxes, franchise fees, licenses and permits, intergovernmental receipts, charges for services, grants revenues and miscellaneous receipts offset by lower than anticipated communications service tax, fines and forfeitures receipts, and investment earnings.

Total expenditures were \$2,050,872 less than budgeted due to unspent appropriations for General Government, Public Buildings, Public Safety, Transportation and Culture and Recreation.

Proprietary Funds

Statements for the Town's proprietary funds provide the same type of information found in the business-type activities sections of the government-wide financial statements but in more detail. As noted above in the discussion of business-type activities, all of the Town's major enterprise funds generated income before transfers besides Stormwater Fund.

For the proprietary funds as a whole, net position increased by \$5,178,112.

Capital Assets and Debt Administration

Capital Assets

The Town of Bay Harbor Islands' investment in capital assets for its governmental and business-type activities as of September 30, 2021, amounts to \$58,430,994 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings, improvements other than buildings, furniture, fixtures and equipment, causeway system, toll collection system, water system, sewer system, as well as parking garage. Capital assets do not include governmental infrastructure assets prior to 2004, as GASB 34 did not require Phase III governments to report infrastructure retroactively. The Town's investment in capital assets for the current fiscal year decreased by \$1,486,295.

Additions to capital assets for governmental activities before depreciation and net of transfers from construction in progress were \$494,522, with no disposals, for net additions of \$494,522.

Business-type activities' capital asset additions before depreciation and net of transfers from construction in progress totaled \$1,252,048, with no disposals, for net additions of \$1,252,048.

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	2021	2020	2021	2020	2021	2020
Capital assets, net of depreciation						
Land	\$ 3,806,254	\$ 3,806,254	\$ 671,273	\$ 671,273	\$ 4,477,527	\$ 4,477,527
Construction in progress	455,340	59,573	366,512	1,473,204	821,852	1,532,777
Buildings	2,126,288	2,264,346	-	-	2,126,288	2,264,346
Improvements other than buildings	13,866,096	14,549,412	23,503,499	23,293,832	37,369,595	37,843,244
Furniture, fixtures and equipment	415,773	458,057	476,609	456,007	892,382	914,064
Toll collection system	-	-	580,778	774,370	580,778	774,370
Sewer system	-	-	3,405,138	3,115,657	3,405,138	3,115,657
Water system	-	-	989,517	1,023,414	989,517	1,023,414
Parking garage	-	-	7,767,917	7,971,890	7,767,917	7,971,890
Total	<u>\$ 20,669,751</u>	<u>\$ 21,137,642</u>	<u>\$ 37,761,243</u>	<u>\$ 38,779,647</u>	<u>\$ 58,430,994</u>	<u>\$ 59,917,289</u>

Additional information on the Town's capital assets can be found in note 7 on pages 47-48 of this report.

Long-Term Debt

At the end of the current fiscal year, the Town of Bay Harbor Islands had long-term debt outstanding of \$15,179,941.

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	2021	2020	2021	2020	2021	2020
Refunding Note, Series 2012	\$ 2,481,000	\$ 2,809,000	\$ -	\$ -	\$ 2,481,000	\$ 2,809,000
Revenue Bonds, Series 2016	3,148,941	3,166,769			3,148,941	3,166,769
Causeway Promissory Note, 2012	-	-	7,108,000	8,026,000	7,108,000	8,026,000
Parking Refunding Note, 2012	-	-	2,442,000	2,800,000	2,442,000	2,800,000
State Revolving Loan	-	-	-	73,618	-	73,618
Total	<u>\$ 5,629,941</u>	<u>\$ 5,975,769</u>	<u>\$ 9,550,000</u>	<u>\$ 10,899,618</u>	<u>\$ 15,179,941</u>	<u>\$ 16,875,387</u>

The Town of Bay Harbor Islands' total debt decreased \$1,695,446 as a result of scheduled repayments and refunding activity. Additional information on the Town's long-term debt can be found in note 8 on pages 48-52 of this report.

Economic Factors and Next Year's Budgets and Rates

The following are major considerations included in the preparation of the Town of Bay Harbor Islands' budget for the FY 2022 fiscal year.

- The Town's millage was reduced from 3.6245 in FY 2021 to 3.5900 in FY 2022, which is lower than the rollback rate of 3.8523. Since taxable values also decreased, a modest decrease in tax revenues is anticipated.
- Water rates were increased 3.88% and sewer rates were increased 5.37% for FY 2022 compared to the rates in FY 2021, to offset Miami-Dade County increase of its water and City of Miami Beach increase in sewer rates.

Requests for Information

This financial report is designed to provide a general overview of the Town of Bay Harbor Islands' finances for all those with an interest in the Town's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

BASIC FINANCIAL STATEMENTS

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF NET POSITION SEPTEMBER 30, 2021

	Governmental Activities	Business-type Activities	Total
Assets			
Cash	\$ 5,585,160	\$ 24,269,049	\$ 29,854,209
Investments	3,231,054	3,748,271	6,979,325
Receivables, net	222,122	969,263	1,191,385
Internal balances	3,408,460	(3,408,460)	--
Due from pension trust fund	10,000	--	10,000
Due from other governments	191,107	253,833	444,940
Inventory	17,340	40,993	58,333
Prepaid items	29,163	232,956	262,119
Restricted assets:			
Cash	289,038	525,826	814,864
Capital assets not being depreciated	4,261,594	1,037,785	5,299,379
Capital assets being depreciated, net	16,408,157	36,723,458	53,131,615
Net pension asset	2,341,418	1,331,064	3,672,482
Total assets	35,994,613	65,724,038	101,718,651
Deferred outflows of resources			
Pension	1,201,512	352,362	1,553,874
OPEB	10,383	20,359	30,742
Total deferred outflows of resources	1,211,895	372,721	1,584,616
Liabilities			
Accounts payable and accrued liabilities	566,931	555,625	1,122,556
Due to other governments	--	225,891	225,891
Unearned revenue	66,088	254,457	320,545
Customer deposits	180,330	525,826	706,156
Noncurrent liabilities:			
Due within one year	411,540	28,291	439,831
Due in more than one year	5,893,800	9,804,615	15,698,415
Total OPEB liability	148,083	124,112	272,195
Total liabilities	7,266,772	11,518,817	18,785,589
Deferred inflows of resources			
Parking trust receipts	--	179,526	179,526
Deferred gain on bond refunding	53,195	--	53,195
Pension	1,139,820	520,364	1,660,184
OPEB	23,562	15,533	39,095
Total deferred inflows of resources	1,216,577	715,423	1,932,000
Net position			
Net investment in capital assets	14,986,615	28,185,137	43,171,752
Restricted for:			
Law enforcement	48,913	--	48,913
Debt service	64,875	--	64,875
Net pension asset	2,341,418	1,331,064	3,672,482
Unrestricted	11,281,338	24,346,318	35,627,656
Total net position	\$ 28,723,159	\$ 53,862,519	\$ 82,585,678

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

**STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business- type Activities	Total
Governmental activities							
General government	\$ 1,486,733	\$ 898,344	\$ --	\$ --	\$ (588,389)	\$ --	\$ (588,389)
Public safety	4,327,810	50,449	1,696,222	--	(2,581,139)	--	(2,581,139)
Transportation	1,049,872	--	--	325,861	(724,011)	--	(724,011)
Culture and recreation	1,274,188	163,653	--	--	(1,110,535)	--	(1,110,535)
Interest and other fiscal charges	162,482	--	--	--	(162,482)	--	(162,482)
Total governmental activities	8,301,085	1,112,446	1,696,222	325,861	(5,166,556)	--	(5,166,556)
Business-type activities							
Causeway	4,023,653	9,181,817	--	248,642	--	5,406,806	5,406,806
Sewer	1,773,259	2,460,805	--	250,000	--	937,546	937,546
Water	1,152,084	1,320,639	--	--	--	168,555	168,555
Parking	595,505	748,014	--	--	--	152,509	152,509
Solid waste	787,885	895,268	--	--	--	107,383	107,383
Stormwater	224,338	223,655	--	--	--	(683)	(683)
Total business-type activities	8,556,724	14,830,198	--	498,642	--	6,772,116	6,772,116
Total	\$ 16,857,809	\$ 15,942,644	\$ 1,696,222	\$ 824,503	(5,166,556)	6,772,116	1,605,560
General revenues							
Property taxes					4,760,975	--	4,760,975
Franchise fees based on gross receipts					401,000	--	401,000
Utility taxes					547,547	--	547,547
Communications services tax					165,492	--	165,492
Unrestricted intergovernmental revenue					785,697	--	785,697
Unrestricted investment earnings					(23,607)	(27,109)	(50,716)
Miscellaneous					80,094	266,934	347,028
Net Transfers					1,833,829	(1,833,829)	--
Total general revenues and transfers					8,551,027	(1,594,004)	6,957,023
Change in net position					3,384,471	5,178,112	8,562,583
Net position - Beginning					25,338,688	48,684,407	74,023,095
Net Positon - Ending					<u>\$ 28,723,159</u>	<u>\$ 53,862,519</u>	<u>\$ 82,585,678</u>

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2021

	General	Capital Projects	Total Governmental Funds
Assets			
Cash	\$ 5,424,470	\$ 160,690	\$ 5,585,160
Investments	3,231,054	--	3,231,054
Receivables, net	206,179	--	206,179
Interest receivable	15,943	--	15,943
Due from other funds	3,408,460	--	3,408,460
Due from pension trust fund	10,000	--	10,000
Due from other governments	191,107	--	191,107
Inventory	17,340	--	17,340
Prepaid items	29,163	--	29,163
Restricted cash	289,038	--	289,038
Total assets	\$ 12,822,754	\$ 160,690	\$ 12,983,444
Liabilities			
Accounts payable and accrued liabilities	\$ 495,221	\$ --	\$ 495,221
Unearned revenue	66,088	--	66,088
Customer deposits	180,330	--	180,330
Total liabilities	741,639	--	741,639
Deferred inflows of resources			
Unavailable revenue	34,604	--	34,604
Fund balances			
Non-spendable:			
Inventory	17,340	--	17,340
Prepaid items	29,163	--	29,163
Restricted:			
Law enforcement	48,913	--	48,913
Debt Service	64,875	--	64,875
Assigned:			
Capital projects fund	--	160,690	160,690
Unassigned	11,886,220	--	11,886,220
Total fund balances	12,046,511	160,690	12,207,201
Total liabilities, deferred inflows of resources, and fund balances	\$ 12,822,754	\$ 160,690	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	20,669,751
Net pension assets are not considered to represent financial assets and, therefore, are not reported in the funds	2,341,418
Deferred outflows and inflows of resources related to pensions are recorded in the statement of net position	61,692
Deferred outflows and inflows of resources related to OPEB are recorded in the statement of net position	(13,179)
Revenues in the statement of activities that do not provide current financial resources are reported as unavailable revenue in the governmental funds financial statements	34,604
Deferred inflows of resources related to deferred charges on refunding of revenue bonds	(53,195)
Accrued interest related to long-term debt is recorded in the statement of net position	(71,710)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds (see Note 2)	(6,453,423)
Net position of governmental activities	\$ 28,723,159

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

	General	Capital Projects	Total Governmental Funds
Revenues			
Property taxes	\$ 4,760,975	\$ --	\$ 4,760,975
Utility taxes	547,547	--	547,547
Communications services tax	165,492	--	165,492
Franchise fees	401,000	--	401,000
Licenses and permits	898,314	--	898,314
Intergovernmental	1,100,016	--	1,100,016
Charges for services	163,901	--	163,901
Fines and forfeitures	50,231	--	50,231
Investment losses	(23,607)	--	(23,607)
Grants	1,696,222	--	1,696,222
Miscellaneous	80,094	--	80,094
Total revenues	9,840,185	--	9,840,185
Expenditures			
Current:			
General government	1,891,677	--	1,891,677
Public safety	5,609,588	--	5,609,588
Transportation	574,748	--	574,748
Culture and recreation	1,000,662	--	1,000,662
Capital outlay	494,522	--	494,522
Debt service:			
Principal payments	338,000	--	338,000
Interest and other fiscal charges	169,334	--	169,334
Total expenditures	10,078,531	--	10,078,531
Deficiency of revenues over expenditures	(238,346)	--	(238,346)
Other financing sources (uses)			
Transfers out	(210,000)	--	(210,000)
Transfers in	2,043,829	--	2,043,829
Total other financing sources (uses)	1,833,829	--	1,833,829
Net change in fund balances	1,595,483	--	1,595,483
Fund balances - beginning	10,451,028	160,690	10,611,718
Fund balances - ending	\$ 12,046,511	\$ 160,690	\$ 12,207,201

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

Amounts reported for governmental activities in the statement of activities
(Page 17) are different because:

Net change in fund balances - total governmental funds (Page 19) \$ 1,595,483

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays in the current period.

The details of the difference are as follows:

Capital outlay	\$ 494,522	
Depreciation expense	<u>(962,413)</u>	(467,891)

Repayment of long-term debt is reported as an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

The details of the difference are as follows:

Revenue bonds principal payment	338,000	
Amortization of gain on bond refunding	4,433	
Amortization of bond premium	<u>7,828</u>	350,261

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

The details of the difference are as follows:

Accrued interest payable	2,419	
Compensated absences payable	93,042	
Net pension asset and related deferred outflows and inflows of resources	1,811,999	
Total OPEB liability and related deferred outflows and inflows of resources	<u>(12,384)</u>	1,895,076

Net effect of revenues reported in the statement of activities are not reported in the funds because they have no effect on current financial resources.

11,542

Change in net position of governmental activities (Page 17) **\$ 3,384,471**

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2021

	Business-type Activities - Enterprise Funds						Total
	Causeway	Sewer	Water	Parking	Solid Waste	Stormwater (a Nonmajor Fund)	
Assets							
Current assets:							
Cash	\$ 18,434,682	\$ 1,641,134	\$ 2,629,615	\$ 855,596	\$ 708,022	\$ --	\$ 24,269,049
Investments	1,812,504	--	1,935,767	--	--	--	3,748,271
Receivables, net	17,454	--	749,972	169,002	--	--	936,428
Interest receivable	8,749	--	9,433	14,653	--	--	32,835
Due from other funds	59,450	620,431	--	54	195,399	1,170,804	2,046,138
Due from other governments	253,833	--	--	--	--	--	253,833
Inventory	--	--	40,993	--	--	--	40,993
Prepaid items	226,219	--	6,737	--	--	--	232,956
Restricted assets:							
Cash	10,651	251,798	184,130	--	79,247	--	525,826
Total current assets	20,823,542	2,513,363	5,556,647	1,039,305	982,668	1,170,804	32,086,329
Noncurrent assets							
Capital assets not being depreciated	261,296	--	--	671,274	--	105,215	1,037,785
Capital assets being depreciated, net	23,607,218	3,548,711	1,146,221	7,935,741	1,438	484,129	36,723,458
Net pension asset	855,927	150,748	191,569	96,614	--	36,206	1,331,064
Total noncurrent assets	24,724,441	3,699,459	1,337,790	8,703,629	1,438	625,550	39,092,307
Total assets	45,547,983	6,212,822	6,894,437	9,742,934	984,106	1,796,354	71,178,636
Deferred outflows of resources							
Pension	198,201	60,684	55,386	29,018	--	9,073	352,362
OPEB	12,246	2,367	4,108	1,412	--	226	20,359
Total deferred outflows of resources	210,447	63,051	59,494	30,430	--	9,299	372,721
Liabilities							
Current liabilities:							
Accounts payable and accrued liabilities	300,188	60,402	78,301	3,763	67,871	45,100	555,625
Due to other funds	1,895,866	161,661	2,389,914	329,668	132,739	544,750	5,454,598
Due to other governments	--	--	225,891	--	--	--	225,891
Unearned revenue	254,457	--	--	--	--	--	254,457
Customer deposits (payable from restricted assets)	10,651	251,798	184,130	--	79,247	--	525,826
Current portion of compensated absences	18,430	2,963	4,024	2,565	--	309	28,291
Total current liabilities	2,479,592	476,824	2,882,260	335,996	279,857	590,159	7,044,688
Noncurrent liabilities:							
Notes payable	7,108,000	--	--	2,442,000	--	--	9,550,000
Total OPEB liability	76,924	15,740	20,276	9,751	--	1,421	124,112
Compensated absences	165,870	26,663	36,217	23,086	--	2,779	254,615
Total noncurrent liabilities	7,350,794	42,403	56,493	2,474,837	--	4,200	9,928,727
Total liabilities	9,830,386	519,227	2,938,753	2,810,833	279,857	594,359	16,973,415
Deferred inflows of resources							
Parking trust receipts	--	--	--	179,526	--	--	179,526
Pension	316,019	72,639	76,729	39,246	--	15,731	520,364
OPEB	9,772	1,918	2,543	1,013	--	287	15,533
Total deferred inflows of resources	325,791	74,557	79,272	219,785	--	16,018	715,423
Net position							
Net investment in capital assets	16,739,408	3,548,711	1,141,221	6,165,015	1,438	589,344	28,185,137
Restricted for pension	855,927	150,748	191,569	96,614	--	36,206	1,331,064
Unrestricted	18,006,918	1,982,630	2,603,116	481,117	702,811	569,726	24,346,318
Total net position	\$ 35,602,253	\$ 5,682,089	\$ 3,935,906	\$ 6,742,746	\$ 704,249	\$ 1,195,276	\$ 53,862,519

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Business-type Activities - Enterprise Funds						
	Causeway	Sewer	Water	Parking	Solid Waste	Stormwater (a Nonmajor Fund)	Total
Operating revenues							
Charges for services	\$ 9,181,817	\$ 2,460,805	\$ 1,320,639	\$ 748,014	\$ 895,268	\$ 223,655	\$ 14,830,198
Miscellaneous revenue	650	475	31,162	240	54	--	32,581
Total operating revenues	9,182,467	2,461,280	1,351,801	748,254	895,322	223,655	14,862,779
Operating expenses							
Operation and maintenance	2,131,692	1,557,462	1,083,173	267,154	786,446	195,486	6,021,413
Depreciation expense	1,689,092	214,567	68,911	267,591	1,439	28,852	2,270,452
Total operating expenses	3,820,784	1,772,029	1,152,084	534,745	787,885	224,338	8,291,865
Operating income (loss)	5,361,683	689,251	199,717	213,509	107,437	(683)	6,570,914
Nonoperating revenues (expenses)							
Investment income	(13,152)	--	(13,957)	--	--	--	(27,109)
Rental income	104,300	--	--	130,053	--	--	234,353
Interest expense and other debt costs	(202,869)	(1,230)	--	(60,760)	--	--	(264,859)
Total nonoperating revenues (expenses)	(111,721)	(1,230)	(13,957)	69,293	--	--	(57,615)
Income (loss) before contributions and transfers	5,249,962	688,021	185,760	282,802	107,437	(683)	6,513,299
Capital contributions	248,642	250,000	--	--	--	--	498,642
Transfers in	--	--	--	--	--	210,000	210,000
Transfers out	(1,300,000)	(498,829)	(245,000)	--	--	--	(2,043,829)
Change in net position	4,198,604	439,192	(59,240)	282,802	107,437	209,317	5,178,112
Net position - beginning	31,403,649	5,242,897	3,995,146	6,459,944	596,812	985,959	48,684,407
Net position - ending	\$ 35,602,253	\$ 5,682,089	\$ 3,935,906	\$ 6,742,746	\$ 704,249	\$ 1,195,276	\$ 53,862,519

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

	Business-type Activities - Enterprise Funds						Total
	Causeway	Sewer	Water	Parking	Solid Waste	Stormwater (a Nonmajor Fund)	
Cash flows from operating activities							
Cash received from customers	\$ 10,008,619	\$ 2,571,433	\$ 1,300,722	\$ 748,012	\$ 897,143	\$ 223,655	\$ 15,749,584
Cash received from other operations	650	475	31,162	240	54	--	32,581
Cash payments to employees for services	(1,743,250)	(336,804)	(400,607)	(198,065)	--	(59,391)	(2,738,117)
Cash payments to suppliers for goods and services	(1,475,645)	(1,376,734)	(795,026)	(119,406)	(842,951)	(136,455)	(4,746,217)
Payments from (to) other funds	(389,028)	(552,928)	(343,652)	44,726	555,302	(132,594)	(818,174)
Net cash provided (used) by operating activities	6,401,346	305,442	(207,401)	475,507	609,548	(104,785)	7,479,657
Cash flows from noncapital financing activities							
Transfers from other funds	--	--	--	--	--	210,000	210,000
Transfers to other funds	(1,300,000)	(498,829)	(245,000)	--	--	--	(2,043,829)
Net cash provided (used) by noncapital financing activities	(1,300,000)	(498,829)	(245,000)	--	--	210,000	(1,833,829)
Cash flows from capital and related financing activities							
Proceeds from capital grants	248,642	250,000	--	--	--	--	498,642
Acquisition of capital assets	(535,991)	(610,842)	--	--	--	(105,215)	(1,252,048)
Principal paid on capital debt	(918,000)	(73,617)	--	(358,000)	--	--	(1,349,617)
Interest paid on capital debt	(202,869)	(1,231)	--	(60,760)	--	--	(264,860)
Net cash used by capital and related financing activities	(1,408,218)	(435,690)	--	(418,760)	--	(105,215)	(2,367,883)
Cash flows from investing activities							
Sales and maturities of investments	439,854	--	449,524	--	--	--	889,378
Purchases of investments	(458,921)	--	(473,736)	--	--	--	(932,657)
Rental income received	106,422	--	--	130,053	--	--	236,475
Investment earnings received	27,815	--	29,370	--	--	--	57,185
Net cash provided by investing activities	115,170	--	5,158	130,053	--	--	250,381
Net increase (decrease) in cash	3,808,298	(629,077)	(447,243)	186,800	609,548	--	3,528,326
Cash - beginning (including restricted assets)	14,637,035	2,522,009	3,260,988	668,796	177,721	--	21,266,549
Cash - ending (including restricted assets)	\$ 18,445,333	\$ 1,892,932	\$ 2,813,745	\$ 855,596	\$ 787,269	\$ --	\$ 24,794,875

(Continued)

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Continued)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

	Business-type Activities - Enterprise Funds						Total
	Causeway	Sewer	Water	Parking	Solid Waste	Stormwater (a Nonmajor Fund)	
Reconciliation of cash to the statement of net position							
Cash	\$ 18,434,682	\$ 1,641,134	\$ 2,629,615	\$ 855,596	\$ 708,022	\$ --	\$ 24,269,049
Restricted cash	10,651	251,798	184,130	--	79,247	--	525,826
	<u>\$ 18,445,333</u>	<u>\$ 1,892,932</u>	<u>\$ 2,813,745</u>	<u>\$ 855,596</u>	<u>\$ 787,269</u>	<u>\$ --</u>	<u>\$ 24,794,875</u>
Reconciliation of operating income (loss) to net cash provided by operating activities							
Operating income (loss)	\$ 5,361,683	\$ 689,251	\$ 199,717	\$ 213,509	\$ 107,437	\$ (683)	\$ 6,570,914
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities							
Depreciation	1,689,092	214,567	68,911	267,591	1,439	28,852	2,270,452
Changes in assets, liabilities and deferred inflows/outflows:							
(Increase) decrease in:							
Receivables	--	--	(154,187)	22,411	--	--	(131,776)
Interest receivable	--	--	--	4,413	--	--	4,413
Due from other funds	(3,392)	108,523	133,345	--	548,428	(223,655)	563,249
Due from other governments	776,675	--	--	--	--	--	776,675
Inventory	--	--	(10,376)	--	--	--	(10,376)
Prepaid items	(100,284)	--	(199)	4,575	--	--	(95,908)
Net pension asset	(259,317)	(52,284)	(60,664)	(31,209)	--	(9,376)	(412,850)
Deferred outflows - OPEB	1,526	299	397	158	--	45	2,425
Deferred outflows - pension	(73,225)	(14,764)	(17,130)	(8,813)	--	(2,648)	(116,580)
Increase (decrease) in:							
Accounts payable and accrued liabilities	(480,101)	(50,372)	18,194	149	(56,505)	18,535	(550,100)
Due to other governments	--	--	6,189	--	--	--	6,189
Due to other funds	(389,028)	(552,928)	(349,841)	44,726	6,874	91,061	(1,149,136)
Customer deposits	1	2,105	925	--	1,875	--	4,906
Parking trust receipts	--	--	--	(26,826)	--	--	(26,826)
Total OPEB liability	(6,162)	(1,209)	(1,603)	(639)	--	(181)	(9,794)
Compensated absences	17,692	77	2,488	8,170	--	105	28,532
Deferred inflows - pension	(187,332)	(37,823)	(43,567)	(22,708)	--	(6,840)	(298,270)
Unearned revenues	53,518	--	--	--	--	--	53,518
Total adjustments	1,039,663	(383,809)	(407,118)	261,998	502,111	(104,102)	908,743
Net cash provided (used) by operating activities	<u>\$ 6,401,346</u>	<u>\$ 305,442</u>	<u>\$ (207,401)</u>	<u>\$ 475,507</u>	<u>\$ 609,548</u>	<u>\$ (104,785)</u>	<u>\$ 7,479,657</u>
Noncash investing and financing activities							
Transfers from construction in progress to depreciable capital assets	\$ 1,662,593	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 1,662,593
Increase in fair value of investments	(58,060)	--	(60,008)	--	--	--	(118,068)
Total noncash investing and financing activities	<u>\$ 1,604,533</u>	<u>\$ --</u>	<u>\$ (60,008)</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,544,525</u>

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION PENSION TRUST FUND SEPTEMBER 30, 2021

Assets

Cash	\$ 490,720
------	------------

Investments

Money market funds	650,936
U.S. treasuries and government obligations	5,962,394
Corporate bonds	2,375,883
Common stock and equity funds	2,518,607
Commingled trust fund	11,262,128
Real estate fund	<u>2,402,632</u>

Total investments	<u>25,172,580</u>
-------------------	-------------------

Receivables

Contributions receivable	110,622
Due from broker for investments sold	236,664
Accrued interest and dividends	<u>47,429</u>

Total receivables	<u>394,715</u>
-------------------	----------------

Prepaid expenses	<u>5,292</u>
------------------	--------------

Total assets	<u>26,063,307</u>
---------------------	--------------------------

Liabilities

Accounts payable	16,635
Due to Town	10,000
Due to broker for investments purchased	<u>558,516</u>

Total liabilities	<u>585,151</u>
--------------------------	-----------------------

Net position

Restricted for pension benefits	<u><u>\$ 25,478,156</u></u>
---------------------------------	-----------------------------

See notes to basic financial statements.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION PENSION TRUST FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

Additions

Contributions

Town (including state)	\$ 1,050,617
Employees	<u>372,757</u>

Total contributions 1,423,374

Investment income

Net appreciation in fair value of investments	3,534,487
Interest	186,738
Dividends	<u>45,081</u>

3,766,306

Less investment expense (60,328)

Net investment income 3,705,978

Total additions 5,129,352

Deductions

Benefits paid and refunds	2,329,906
Administrative expenses	<u>36,826</u>

Total deductions 2,366,732

Change in net position 2,762,620

Net position restricted for pension benefits - beginning 22,715,536

Net position restricted for pension benefits - ending \$ 25,478,156

See notes to basic financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Bay Harbor Islands, Florida, (the Town) is a municipal corporation which was incorporated in 1947 and adopted its first charter June 15, 1953, under the provisions of the Laws of Florida Acts of 1953, Chapter 2889. The Town operates under a “Council-Manager” form of government with the Town’s Mayor serving as the head of the Town government and the Town’s Manager serving as the chief administrative official.

The Town provides the following services: public safety (police), building and zoning, transportation and maintenance of roads and streets, recreation facilities, operation and maintenance of a causeway, water and sewer utilities, physical environment (refuse collection), parking facilities, and general government and administrative services. Fire protection, education, and welfare services are provided by units of other local governments whose activities are not included in the accompanying financial statements.

The financial statements of the Town have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town’s accounting policies are described below:

A. FINANCIAL REPORTING ENTITY

The financial statements were prepared in accordance with GASB Statements related to *The Financial Reporting Entity*, which establishes standards for defining and reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consists of the Town, organizations for which the Town is financially accountable, and other organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete. The Town is financially accountable for a component unit if it appoints a voting majority of the organization’s governing board and it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the Town or has operational responsibility. Based upon the application of these criteria, there were no organizations that met the criteria described above.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The Town reports only one nonmajor proprietary fund (the Stormwater Fund).

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees and other taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Revenues for expenditure driven grants are recognized when the qualifying expenditures are incurred. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Capital Projects Fund* accounts for the acquisition or construction of various major capital projects.

The Town reports the following major proprietary funds:

The *Causeway Fund* accounts for the collection of tolls and the operation and maintenance of the causeway, including the bascule bridge over the Intercoastal Waterway and the entire traffic corridor.

The *Sewer Fund* accounts for the provision of sewer services to Town residents and businesses.

The *Water Fund* accounts for the distribution of water to Town residents and businesses.

The *Parking Fund* accounts for the collection of parking fees, parking trust arrangements, and the operation and maintenance of lots and meters.

The *Solid Waste Fund* accounts for the provision of solid waste disposal services to Town residents and businesses.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Town also reports the following nonmajor proprietary fund:

The *Stormwater Fund* accounts for the provision of a stormwater management system.

Additionally, the Town reports the following fund type:

The *Pension Trust Fund* is used to account for the Town of Bay Harbor Islands Employee Retirement System (the Plan), a single-employer defined benefit pension plan covering substantially all of its employees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the Town's various utility functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's funds are charges to customers for services. Operating expenses for enterprise funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Implementation of Governmental Accounting Standards Board Statements

During the year ended September 30, 2021, the Town implemented GASB Statement No. 84, *Fiduciary Activities*, Statement No. 90, *Majority Equity Interests*, Statement No. 95, *Postponement of Effective Dates of Certain Authoritative Guidance* and Statement No. 98, *The Annual Comprehensive Financial Report*.

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

The Town's cash includes cash on hand, and time/demand deposits. Investments of the Town are carried at fair value. For more details regarding the methods used to measure fair value of investments, refer to the fair value hierarchy in Note 3.

Investments of the Town are governed by the provisions of Florida Statutes Section 218.415. Investments in the Town's retirement plan are governed by the Plan's investment policy and Florida Statutes Section 112.661.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

3. Capital Assets

Capital assets, which include property, plant and equipment, infrastructure assets (e.g., utility plant, roads, bridges, sidewalks, and similar items), and intangible assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$1,000 and an estimated useful life

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

3. Capital Assets (continued)

in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The Town has not retroactively reported infrastructure assets acquired prior to the implementation of GASB Statement No. 34. The Town did not retroactively record their intangible assets with the implementation of GASB Statement No. 51, with the exception of computer software which was capitalized when purchased. The Town's capitalization threshold for intangible assets is \$25,000.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the Town are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	25-50
Improvements other than buildings	5-10
Furniture, fixtures and equipment	5
Utility system	10-50

4. Compensated Absences

It is the Town's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Upon separation from service, employees are paid the value of their accumulated vacation, plus one half the value of unused sick leave up to 90 days. All vacation and sick leave pay are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations or retirements. Compensated absences of governmental funds are typically liquidated from the general fund.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

5. Long-Term Obligations

In the government-wide financial statements, and the proprietary fund type financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond issue costs are expensed as incurred. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line amortization method. The results of using this method do not differ significantly from the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as another financing source. Premiums received on debt issuances are reported as another financing source while discounts on debt issuances are reported as another financing use. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

6. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town reports within its government-wide statement of net position as deferred outflows amounts contributed during fiscal year 2021 into the Town of Bay Harbor Islands Employees' Retirement System. The net pension asset associated with the Plan was measured as of September 30, 2020. The amounts paid during fiscal year 2021 to the Plan will be reflected within the Town's pension expense and related asset when the net pension asset is measured for the next fiscal year.

Also, within the government-wide statement of net position, the Town reports as deferred inflows or outflows, amounts representing the net difference between or differences between expected and actual results, changes in assumptions and projected and actual earnings of its pension plan and other post-employment benefits (OPEB). Differences between projected and actual earnings will be amortized over a five year closed period beginning in the year in which the

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

6. Deferred Outflows/Inflows of Resources (continued)

difference occurred and are presented as a net deferred inflow or outflow at the measurement date. All other amounts are presented as either a deferred inflow or outflow established at their respective measurement date when the difference occurred and is amortized over the remaining service lives of employees.

In addition to liabilities, the statement of net position and governmental funds balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town has several items that qualify for reporting in this category. The statement of net position includes deferred parking trust receipts, a deferred gain on refunding, and deferred inflows related to pensions described below. These amounts are deferred and recognized as an inflow of resources in the period that they are earned. Within the governmental funds balance sheet, the Town reports deferred inflows related to unavailable revenues that qualify for reporting in this category. The governmental funds report this item as a deferred inflow until the criteria for revenue recognition has been met.

7. Fund Equity

The Town reports the following classifications:

Nonspendable fund balance. Nonspendable fund balances are amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance. Restricted fund balances are amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

7. Fund Equity (continued)

Committed fund balance. These amounts can only be used for the specific purposes determined by a formal action (Ordinance) of the Town Council, the Town's highest level of decision making authority. Commitments may be changed or lifted only by the Town Council taking the same formal action (Ordinance) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance. Assigned fund balances are amounts that are constrained by the Town's intent to be used for specific purposes, but are neither restricted nor committed. Intent is established by the Town Manager to which the Town Council has delegated the authority to assign, modify or rescind amounts to be used for specific purposes. This balance includes (a) all remaining amounts that are reported in governmental funds (other than the General Fund) that are not classified as nonspendable, restricted, or committed, and (b) amounts in the General Fund that are intended to be used for a specific purpose as assigned by management. Specific amounts that are not restricted or committed in the Capital Projects Fund are assigned for the purposes in accordance with the nature of its fund type. Assignment within the General Fund conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the fund itself.

Unassigned fund balance. This fund balance is the residual classification only for the General Fund. It is also used to report only negative fund balances in other governmental funds.

8. Net Position

Net position of the government-wide and proprietary funds is categorized as net investment in capital assets; restricted or unrestricted. Net investment in capital assets is that portion of net position that relates to the Town's capital assets reduced by accumulated depreciation and by any outstanding debt and deferred inflows or outflows, incurred to acquire, construct or improve those assets, excluding unexpended proceeds.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

8. Net Position (continued)

Restricted net position is that portion of net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted net position consists of all net position that does not meet the definition of either of the other two components.

9. Flow Assumptions

Net Position Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets/deferred outflows and liabilities/deferred inflows and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 2 - EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND BALANCE SHEET AND THE GOVERNMENT-WIDE STATEMENT OF NET POSITION

The governmental fund balance sheet includes a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds. The details of the \$6,453,423 difference are as follows:

Bonds payable	\$ 5,536,000
Premium on bonds payable	93,941
Compensated absences	675,399
Total OPEB liability	148,083
	<u>\$ 6,453,423</u>

NOTE 3 - DEPOSITS AND INVESTMENTS

DEPOSITS

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Deposits include cash on hand. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized.

INVESTMENTS

The Town's investment policy follows the requirements of Florida Statutes Chapter 218.415, and attempts to promote, in order of priority, safety of principal, adequate liquidity, and maximization of total return. The Town's investment policy authorizes investments in obligations of the U.S. Treasury, U.S. Government Agency securities, including FNMA, FHLMC, and GNMA, and securities guaranteed by these Agency issues, certificates of deposit, savings certificates, time deposits, banker's acceptances, repurchase agreements of domestic commercial banks and savings and loan associations fully collateralized with U.S. Government or Agency securities, commercial paper rated A1/P1 or the equivalent by a major rating service, money market funds exclusively comprised of

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

the above securities, the State of Florida Local Government Surplus Funds Trust Fund, the FMIvT, and corporate bonds rated A or better. The investment policy defined in the statutes attempts to promote, through state assistance, the maximization of net interest earnings on invested surplus funds of local units of governments while limiting the risk to which the funds are exposed. The Town maintains a separate investment policy for its pension plan.

For the Town's pension plan, a Master Custodian Agreement is maintained whereby the investment securities are held in the Plan's name by a financial institution acting as the Plan's agent except for its shares in domestic equity index funds and a core real estate fund.

FAIR VALUE HIERARCHY

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Town and the Town's pension plan categorizes their fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 - Investments' fair values based on prices quoted in active markets for identical assets.

Level 2 - Investments' fair values based on observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Investments' fair values based upon unobservable inputs.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS – TOWN

The Town's investment policy limits the maturity of fixed-income holdings to ten years. As of September 30, 2021, the Town had the following investments and its corresponding maturities in its portfolio:

Investments	Investment Maturities (In Years)			
	Fair Value	Less than 1	1-5	6-10
U.S. treasuries	\$ 3,646,339	\$ 455,437	\$ 2,118,721	\$ 1,072,181
Local government bonds	342,655	121,179	84,742	136,734
Corporate bonds	2,990,331	5,036	1,920,367	1,064,928
Total Investments	\$ 6,979,325	\$ 581,652	\$ 4,123,830	\$ 2,273,843

Interest Rate Risk

Interest rate risk refers to the portfolio's exposure to fair value losses arising from increasing interest rates. The Town's investment policy limits investment maturities to ten years in order to control its exposure to fair value losses arising from increasing interest rates.

Credit Risk

State law and the Town's investment policy limits investments in bonds, U.S. treasuries and agency obligations, or other evidences of indebtedness to the top ratings issued by nationally recognized statistical rating organizations of the United States. The Town's corporate bonds and agency bonds were all rated "A" or better under Standard & Poor's ratings and "A" or better under Moody's ratings.

Concentration of Credit Risk

The Town's investment policy does not stipulate any limit on the percentage that can be invested in any one issuing company. As of September 30, 2021, the value of each position held in the Town's portfolio comprised less than 5% of the Town's investment assets.

Fair Value Hierarchy

The Town has the following recurring fair value measurements as of September 30, 2021:

- U.S. treasury securities of \$3,646,339 are valued using quoted market prices (Level 1 inputs).
- Corporate bonds and local government bonds of \$3,332,986 are valued using a matrix pricing model (evaluated bid price) (Level 2 inputs).

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS – PENSION PLAN

The Plan's investment practices are governed by the Florida Statutes and the Plan's adopted investment policy. Florida Statutes and Plan policy authorize the Board of Trustees to invest in domestic stocks, domestic bonds, international stock and tactical assets allocation equities. In addition to complying with Plan policy, the Plan applies the "Prudent Man Rule" when executing investment strategies. Investments are made with judgment and care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

To diversify Plan assets so as to minimize the risk associated with dependence on the success on one enterprise, the Board of Trustees has decided to employ a multi-manager team approach to investing Plan assets. Asset managers are employed to utilize individual expertise within their assigned area of responsibility. Each manager is governed by individual investment guidelines. The Plan's investment consultant oversees the investment managers and the entire portfolio.

The Plan's asset management structure established by the policy is as follows:

Type	Available Range %	Target
Domestic equity	30%-50%	40%
Domestic bonds (fixed income)	25%-60%	35%
International equity	0%-20%	15%
Real estate	0%-15.5%	10%
Emerging markets (international equity)	0%-7.5%	5%

As of September 30, 2021, the Plan had the following debt securities and its corresponding maturities in its portfolio:

Investments	Investment Maturities (In Years)				
	Fair Value	Less Than 1	1-5	6-10	Over 10
U.S. treasuries	\$ 4,054,814	\$ 389,986	\$ --	\$ 3,146,635	\$ 518,193
U.S. government obligations	1,907,580	--	--	50,935	1,856,645
Corporate bonds	2,375,883	--	1,021,602	1,354,281	--
	<u>\$ 8,338,277</u>	<u>\$ 389,986</u>	<u>\$ 1,021,602</u>	<u>\$ 4,551,851</u>	<u>\$ 2,374,838</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS – PENSION PLAN (CONTINUED)

Rate of Return

For the fiscal year ended September 30, 2021, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 16.99%. The money-weighted rate of return expresses investment performance, net of investment manager and consultant expenses adjusted for the changing amounts actually invested. Inputs to the internal rate of return calculation are determined on a monthly basis.

Interest Rate Risk

Interest rate risk refers to the portfolio's exposure to fair value losses arising from increasing interest rates. The Plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to market value losses arising from increasing interest rates.

Credit Risk

State law and the Plan's investment policy limits investments in bonds, stocks, or other evidences of indebtedness to the top ratings issued by nationally recognized statistical rating organizations of the United States. The Plan's investment policy limits fixed income investments to a rating no lower than Baa/BBB or equivalent.

The Plan's corporate bonds and agency bonds were all rated "A" or better under Standard & Poor's ratings and at least "A" under Moody's ratings.

Concentration of Credit Risk

The Plan's investment policy prohibits fixed income concentrations greater than 5% in any one issuer with the exception of U.S. government or agency issues. As of September 30, 2021, the value of each position held in the Plan's portfolio comprised less than 5% of fiduciary net position.

Fair Value Hierarchy

The following is a description of the fair value techniques for the Town's pension plan investments.

The Plan holds money market funds, which are reported at amortized cost.

Equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. This includes common stock, American depository receipts (ADR), and exchange traded funds (ETF).

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS – PENSION PLAN (CONTINUED)

Fair Value Hierarchy (continued)

Debt securities are valued using quoted market prices (Level 1) or using pricing inputs that reflect the assumptions market participants would use to price an asset or liability and are developed based on market data obtained from sources independent of the reporting entity (Level 2).

The following is a summary of the fair value hierarchy of the fair value of investments as of September 30, 2021:

	Fair Value Measurements Using		
	9/30/2021	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments by Fair Value Level			
Debt securities			
U.S. treasuries	\$ 4,054,814	\$ 4,054,814	\$ --
U.S. government obligations and corporate bonds	4,283,463	--	4,283,463
Total Debt Securities	8,338,277	4,054,814	4,283,463
Equity Securities			
Common stock, ADR's, and ETF's	2,518,607	2,518,607	--
Total Equity Securities	2,518,607	2,518,607	--
Total Investments at Fair Value	10,856,884	\$ 6,573,421	\$ 4,283,463
Investments Measured at Net Asset Value (NAV)			
Commingled trust fund	11,262,128		
Core real estate fund	2,402,632		
Total investments measured at NAV	13,664,760		
Money market funds (exempt)	650,936		
Total investments	\$ 25,172,580		

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS – PENSION PLAN (CONTINUED)

Fair Value Hierarchy (continued)

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions as of September 30, 2021:

Investments Measured at NAV	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Core real estate fund ⁽¹⁾	\$ 2,402,632	\$ --	Quarterly	N/A
Commingled trust fund ⁽²⁾	<u>11,262,128</u>	--	Daily	N/A
Total Investments Measured at NAV	<u>\$ 13,664,760</u>			

- (1) *Core real estate fund.* This fund is an open-end core real estate fund with a diversified portfolio of income producing institutional properties throughout the U.S.
- (2) *Commingled trust fund.* This fund's investment objectives are to match the return of the S&P 500, S&P Small-Cap 600, and Russell 1000 Stock Index through investments in substantially all of the stocks contained in those indexes. This investment also seeks long-term growth of capital by investing primarily in common stocks of issuers whose market capitalizations fall within the range of companies within the S&P MidCap 400 Index.

Risks and Uncertainties

The Town and the Plan invest in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the financial statements. The Town and the Plan, through its investment advisor, monitor the investments and the risks associated therewith on a regular basis which the Town and the Plan believes minimizes these risks.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 - RECEIVABLES

Receivables as of September 30, 2021 for the Town's individual major funds and fiduciary funds including the allowance for uncollectible accounts, are as follows:

	General	Causeway	Water	Parking	Pension Trust Fund	Total
Customers billed	\$ --	\$ --	\$ 943,002	\$ --	\$ --	\$ 943,002
Property taxes	26,514	--	--	--	--	26,514
Franchise fees	74,551	--	--	--	--	74,551
Utility taxes	55,386	--	--	--	--	55,386
Rental income	--	17,454	--	--	--	17,454
Interest and dividends	15,943	8,749	9,433	14,653	47,429	96,207
Parking trust receipts	--	--	--	169,002	--	169,002
Due from other governments	191,107	253,833	--	--	--	444,940
Due from pension trust fund	10,000	--	--	--	--	10,000
Due from broker	--	--	--	--	236,664	236,664
Contributions receivable	--	--	--	--	110,622	110,622
Other	49,728	--	--	--	--	49,728
Gross receivables	423,229	280,036	952,435	183,655	394,715	2,234,070
Less allowance for uncollectable accounts	--	--	(193,030)	--	--	(193,030)
Net Total Receivables	\$ 423,229	\$ 280,036	\$ 759,405	\$ 183,655	\$ 394,715	\$ 2,041,040

NOTE 5 - PROPERTY TAXES

Property values are assessed on a county-wide basis by the Miami-Dade County Property Appraiser as of January 1, the lien date, of each year and are due the following November 1. Taxable value of property within the Town is certified by the Property Appraiser and the Town levies a tax millage rate upon the taxable value, which will provide revenue required for the fiscal year beginning October 1.

Property taxes levied each November 1, by the Town and all other taxing authorities within the County, are centrally billed and collected by Miami-Dade County, with remittances to the Town of their proportionate share of collected taxes. Taxes for the fiscal year beginning October 1 are billed in the month of November, subject to a 1% per month discount for the period November through February, and are due no later than March 31. On April 1, unpaid amounts become delinquent with interest and penalties added thereafter. Beginning June 1, tax certificates representing delinquent taxes with interest and penalties are sold by Miami-Dade County, with remittance to the Town for its share of those receipts. At September 30, 2021, there were no material delinquent taxes.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

The composition of interfund balances as of September 30, 2021 is as follows:

DUE FROM/TO OTHER FUNDS

Receivable Fund	Payable Fund						Total
	Causeway	Sewer	Water	Parking	Solid Waste	Stormwater (a Nonmajor Fund)	
General	\$ 1,895,866	\$ 108,510	\$ 403,663	\$ 326,378	\$ 132,685	\$ 541,358	\$ 3,408,460
Causeway	--	52,768	--	3,290	--	3,392	59,450
Sewer	--	--	620,431	--	--	--	620,431
Parking	--	--	--	--	54	--	54
Solid waste	--	383	195,016	--	--	--	195,399
Nonmajor: Stormwater	--	--	1,170,804	--	--	--	1,170,804
	<u>\$ 1,895,866</u>	<u>\$ 161,661</u>	<u>\$ 2,389,914</u>	<u>\$ 329,668</u>	<u>\$ 132,739</u>	<u>\$ 544,750</u>	<u>\$ 5,454,598</u>

The outstanding balances between funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures/expenses occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

INTERFUND TRANSFERS

Transfers during the fiscal year ending September 31, 2021 were as follows:

	Transfers In	
	General Fund	Stormwater Fund
Transfers Out		
General Fund	\$ --	\$ 210,000
Causeway Fund	1,300,000	--
Water Fund	245,000	--
Sewer Fund	498,829	--
Total Transfers Out	<u>\$ 2,043,829</u>	<u>\$ 210,000</u>

Transfers in to the General Fund are used to move Causeway Fund revenues to pay for expenses related to police officers providing security for the causeway and to fund debt service payments associated with the Water Fund and Sewer Fund. Transfers in to the Stormwater Fund are used to move General Fund grant revenues to pay for capital projects associated with this fund.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 7 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets, not being depreciated:				
Land	\$ 3,806,254	\$ --	\$ --	\$ 3,806,254
Construction in progress	59,573	405,442	(9,675)	455,340
Total capital assets, not being depreciated	3,865,827	405,442	(9,675)	4,261,594
Capital assets, being depreciated				
Buildings	4,520,408	--	--	4,520,408
Improvements other than buildings	21,818,673	1,660	--	21,820,333
Furniture, fixtures and equipment	2,457,532	97,095	--	2,554,627
Total capital assets, being depreciated	28,796,613	98,755	--	28,895,368
Less accumulated depreciation for:				
Buildings	(2,256,062)	(138,058)	--	(2,394,120)
Improvements other than buildings	(7,269,261)	(684,976)	--	(7,954,237)
Furniture, fixtures and equipment	(1,999,475)	(139,379)	--	(2,138,854)
Total accumulated depreciation	(11,524,798)	(962,413)	--	(12,487,211)
Total capital assets, being depreciated, net	17,271,815	(863,658)	--	16,408,157
Governmental activities capital assets, net	\$ 21,137,642	\$ (458,216)	\$ (9,675)	\$ 20,669,751
Business-type activities				
Capital assets, not being depreciated:				
Land	\$ 671,273	\$ --	\$ --	\$ 671,273
Construction in progress	1,473,204	710,064	(1,816,756)	366,512
Total capital assets, not being depreciated	2,144,477	710,064	(1,816,756)	1,037,785
Capital assets, being depreciated				
Causeway system	2,549,328	--	--	2,549,328
Toll collection system	1,935,924	--	--	1,935,924
Sewer system	6,145,064	459,678	--	6,604,742
Water system	2,589,205	--	--	2,589,205
Parking garage	10,198,652	--	--	10,198,652
Improvements other than buildings	37,772,539	1,706,494	--	39,479,033
Equipment	1,841,570	192,568	--	2,034,138
Total capital assets, being depreciated	63,032,282	2,358,740	--	65,391,022
Less accumulated depreciation for:				
Causeway system	(2,549,328)	--	--	(2,549,328)
Toll collection system	(1,161,554)	(193,592)	--	(1,355,146)
Sewer system	(3,029,407)	(170,197)	--	(3,199,604)
Water system	(1,565,791)	(33,897)	--	(1,599,688)
Parking garage	(2,226,762)	(203,973)	--	(2,430,735)
Improvements other than buildings	(14,478,707)	(1,496,827)	--	(15,975,534)
Equipment	(1,385,563)	(171,966)	--	(1,557,529)
Total accumulated depreciation	(26,397,112)	(2,270,452)	--	(28,667,564)
Total capital assets, being depreciated, net	36,635,170	88,288	--	36,723,458
Business-type activities capital assets, net	\$ 38,779,647	\$ 798,352	\$ (1,816,756)	\$ 37,761,243

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 7 - CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged as functions/programs as follows:

Governmental activities

General government	\$ 82,548
Public safety	97,575
Transportation	508,764
Culture and recreation	<u>273,526</u>
Total depreciation expense - governmental activities	<u>\$ 962,413</u>

Business-type activities

Causeway	\$ 1,689,092
Sewer	214,567
Water	68,911
Parking	267,591
Solid Waste	1,439
Stormwater	<u>28,852</u>
Total depreciation expense - business-type activities	<u>\$ 2,270,452</u>

NOTE 8 - LONG-TERM DEBT

The following is a summary of changes in long-term liabilities of the Town for governmental activities for the fiscal year ended September 30, 2021:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Refunding Note, Series 2012 (Direct Borrowing)	\$ 2,809,000	\$ --	\$ (328,000)	\$ 2,481,000	\$ 334,000
Revenue bonds, Series 2016	3,065,000	--	(10,000)	3,055,000	10,000
Add deferred amounts:					
Issuance premium	101,769	--	(7,828)	93,941	--
Total bonds payable	<u>5,975,769</u>	<u>--</u>	<u>(345,828)</u>	<u>5,629,941</u>	<u>344,000</u>
Compensated absences	768,441	532,850	(625,892)	675,399	67,540
Governmental activities long-term liabilities	<u>\$ 6,744,210</u>	<u>\$ 532,850</u>	<u>\$ (971,720)</u>	<u>\$ 6,305,340</u>	<u>\$ 411,540</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 8 - LONG-TERM DEBT (CONTINUED)

All long-term obligations/liabilities, including pension and OPEB liabilities, of governmental activities are typically liquidated through the General Fund.

REFUNDING AND IMPROVEMENT REVENUE BONDS – SERIES 2016

On September 29, 2016 the Town issued bonds in the amount of \$3,085,000 to advance refund the Series 2003B bonds. The bonds, including the payment of interest are secured by a pledge by the Town to budget and appropriate an amount from non-ad valorem revenues. As of September 30, 2021, the deferred gain on refunding balance is \$53,195. The total principal and interest remaining on the bonds is \$4,219,400. The note bears interest at a variable rate between 2% to 5%, with annual principal payments and semi-annual interest payments due through October 1, 2034.

Debt service requirements to maturity are as follows:

	Principal	Interest	Total
Fiscal year ending September 30:			
2022	\$ 10,000	109,600	\$ 119,600
2023	10,000	109,250	119,250
2024	10,000	108,950	118,950
2025	10,000	108,750	118,750
2026	10,000	108,538	118,538
2027-2031	950,000	493,987	1,443,987
2032-2035	2,055,000	125,325	2,180,325
Total	\$ 3,055,000	\$ 1,164,400	\$ 4,219,400

REFUNDING NOTE – SERIES 2012

On December 3, 2012, the Town borrowed \$4,709,000 [Promissory Refunding Note, Series 2012 (Sales Tax)] from a financial institution as a direct borrowing and used the proceeds to refund a portion (\$4,445,000) of its Revenue Bonds, Series 2003B. There was no deferred amount on refunding. The note, including the payment of interest is secured by a pledge of the Town's half-cent sales tax, franchise fees, and utility taxes. The total principal and interest remaining on the note is \$2,666,832. For the current year, pledged revenues were \$1,453,420 and debt service on the note was \$383,281. The note bears interest at 2.09%, with annual principal payments and semi-annual interest payments due through December 1, 2027.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 8 - LONG-TERM DEBT (CONTINUED)

REFUNDING NOTE – SERIES 2012 (CONTINUED)

Debt service requirements to maturity for this direct borrowing are as follows:

	Principal	Interest	Total
Fiscal year ending September 30:			
2022	\$ 334,000	\$ 48,363	\$ 382,363
2023	339,000	41,330	380,330
2024	345,000	34,182	379,182
2025	354,000	26,877	380,877
2026	362,000	19,395	381,395
2027-2028	747,000	15,685	762,685
Total	\$ 2,481,000	\$ 185,832	\$ 2,666,832

The following is a summary of changes in long-term liabilities of the Town for business-type activities for the fiscal year ended September 30, 2021:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities					
Notes and loan payable:					
Broad Causeway Promissory Note, Series 2012 (Direct Borrowing)	\$ 8,026,000	\$ --	\$ (918,000)	\$ 7,108,000	\$ --
State Revolving Fund Loan	73,618	--	(73,618)	--	--
Parking Refunding Note, Series 2012 (Direct Borrowing)	2,800,000	--	(358,000)	2,442,000	--
Total notes and loan payable	10,899,618	--	(1,349,618)	9,550,000	--
Compensated absences	254,373	223,196	(194,663)	282,906	28,291
Business-type activities long-term liabilities	\$ 11,153,991	\$ 223,196	\$ (1,544,281)	\$ 9,832,906	\$ 28,291

BROAD CAUSEWAY PROMISSORY NOTE, SERIES 2012

On November 14, 2012, the Town issued the Broad Causeway Promissory Note, Series 2012, as a direct borrowing, in the amount of \$14,642,000 in order to secure funding for a comprehensive rehabilitation of the causeway corridor and bridges to be completed over the next several years, and in order to refund the prior Broad Causeway Revenue Notes Series 2003A and 2003B.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 8 - LONG-TERM DEBT (CONTINUED)

BROAD CAUSEWAY PROMISSORY NOTE, SERIES 2012 (CONTINUED)

The note, including the payment of interest is secured by the gross revenues from the operation of the Causeway and a pledge by the Town to budget and appropriate an amount from non-ad valorem revenues if needed. The total principal and interest remaining on the note is \$7,845,268. For the current year, pledged revenues were \$9,273,615 and debt service on the note was \$1,120,869. The note bears interest at 2.53%, with annual principal payments and semi-annual interest payments due through December 1, 2028.

Debt service requirements to maturity for this direct borrowing are as follows:

	Principal	Interest	Total
Fiscal year ending September 30:			
2022	\$ --	\$ 89,916	\$ 89,916
2023	941,000	167,929	1,108,929
2024	965,000	143,818	1,108,818
2025	989,000	119,100	1,108,100
2026	1,014,000	93,762	1,107,762
2027-2028	3,199,000	122,743	3,321,743
Total	\$ 7,108,000	\$ 737,268	\$ 7,845,268

STATE REVOLVING FUND LOAN

In April 1998, the Town entered into a revolving loan agreement with the State of Florida Department of Environmental Protection in which they borrowed a total of \$1,121,814 under the agreement to finance the planning and design of a sewer rehabilitation and replacement project. Debt service payments pursuant to the agreement were collateralized by net revenues of the sewer system. For the current year, debt service on the note was \$75,320 and the note and all remaining interest was paid off as of September 30, 2021.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 8 - LONG-TERM DEBT (CONTINUED)

PARKING PROMISSORY REFUNDING NOTE, SERIES 2012

On November 14, 2012, the Town issued the Parking Promissory Refunding Note, Series 2012, as a direct borrowing, in the amount of \$4,923,000 in order to refinance the Series 2008 note. The note, including the payment of interest is secured by a pledge by the Town to budget and appropriate an amount from non-ad valorem revenues if needed. The total principal and interest remaining on the note is \$2,631,876. The note bears interest at 2.17%, with annual principal payments and semi-annual interest payments due through December 1, 2027.

Debt service requirements to maturity for this direct borrowing are as follows:

	Principal	Interest	Total
Fiscal year ending September 30:			
2022	\$ --	\$ 26,496	\$ 26,496
2023	369,000	48,988	417,988
2024	397,000	40,677	437,677
2025	406,000	31,964	437,964
2026	414,000	23,067	437,067
2027-2028	856,000	18,684	874,684
Total	\$ 2,442,000	\$ 189,876	\$ 2,631,876

The Town's failure to pay the principal or interest on any debt obligation listed above when due or failure to observe and perform any covenant, condition, agreement or provision in any indenture applicable to the Town's various debt obligations, constitutes an event of default for the Town. In the event of a default, lenders may declare all principal and interest to be due immediately. The lender may also seek enforcement of and exercise all remedies available to collect the obligation due under any applicable law.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

LITIGATION

At times during the year, the Town was involved in lawsuits or other legal matters incidental to its operations, the outcome of which, in the opinion of management and legal counsel, would not have a material adverse effect on the financial condition of the Town.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 9 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, workers compensation, and natural disasters for which the Town carries commercial insurance. There was no reduction in insurance coverage from coverages in the prior year and there were no settlements that exceeded insurance coverage for each of the past three years.

NOTE 10 - DEFINED BENEFIT PENSION PLAN

PLAN DESCRIPTION

The Town has a single-employer defined benefit pension plan covering all full time general employees and police officers with one year of service. The Plan issues a publicly available financial report that includes financial statements and required supplementary information. The Plan's fiduciary net position has been determined on the same basis that is used by the Plan. This report may be obtained by contacting the Town's Finance Director or visiting the Town's website.

The Town of Bay Harbor Islands Employees' Retirement System was established by the Town's Ordinance 226 effective January 12, 1970. The Plan is considered part of the Town's financial reporting entity and is included in the Town's financial statements as a pension trust fund. All full-time general employees and police officers with one year of service are eligible. The latest actuarial valuation is as of October 1, 2020 (beginning of year valuation date). Benefit and contribution provisions are established by Chapter 16 of the Town Code and may be amended only by the Board of Trustees, subject to approval of the Town Council. Administrative costs of the Plan are funded through investment earnings.

The Plan is administered by a Board of Trustees comprised of:

- The Town Manager (a permanent member of the Board by Ordinance)
- Two members of the Town Council elected by the Town Council
- A police officer elected by his/her fellow officers
- A general employee elected by his/her fellow general employees

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

PLAN DESCRIPTION

Membership in the Plan as of October 1, 2020, was as follows:

Inactive plan members and beneficiaries currently receiving benefits	34
Inactive plan members entitled but not yet receiving benefits	6
Active plan members	<u>67</u>
Total Members	<u>107</u>

Employees become fully vested after 5 years of credited service.

PENSION BENEFITS

Normal retirement is as follows:

- General employees who retire at the earlier of age 52 with twenty years of credited service, age 55 with ten years of credited service or at age 65 regardless of time of service.
- Police officers who retire at the earlier of age 50 with twenty years of credited service, age 55 with ten years of credited service or at age 65 regardless of time of service.

Under special circumstances, the Plan also provides for delayed retirement benefits and disability retirement benefits. A member may elect to receive in a lump sum at retirement an amount which is the actuarial equivalent of the benefits otherwise payable under the Plan. General employees may elect to receive a partial lump sum equal to any portion of the actuarial equivalent lump sum value of the employee's accrued benefit, with the remaining value, if any, to be paid in the form of a straight-line annuity or in any of the other optional retirement benefit annuity forms.

Normal retirement benefits for general employees are based on 1.25% of average final compensation. For police, the multiplier is 1.75% for service before October 1, 2005, 3% after that date and before October 1, 2006, and 3.25% thereafter. For general employees and for police service before October 1, 2005, the multiplier may increase depending upon the members' contribution rate.

For police officers who were employed and accruing credited service on October 1, 2014, the normal retirement benefit rate increased from 3.25% to 3.50% for years of service on or after October 1, 2014.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

PENSION BENEFITS (CONTINUED)

For general employees who were employed and accruing credited service on October 1, 2015, the normal retirement benefit rate increased from 1.25% to 1.50% for all credited service earned from October 1, 2010 to September 30, 2016, and to 1.75% for all credit service earned on or after October 1, 2016.

A terminating member with less than five years creditable service shall receive his/her contribution plus accrued interest accumulated since initial employment.

A police officer may purchase credited service for military service or for service as a police officer for a different employer occurring prior to the member's first or initial employment with the Town, as long as the member is not entitled to receive a benefit for such other prior service as a police officer. The maximum number of years of credited service that may be purchased for prior military and prior police service combined is four years.

CONTRIBUTIONS AND FUNDING POLICY

General employees are required to contribute 2% of their compensation, and may elect to make additional voluntary contributions up to 10%. Effective October 1, 2006, the mandatory contribution for police is 8% and no additional voluntary contributions are permitted. Employer contributions for fiscal year ended September 30, 2021 were 25.63% of covered payroll. The contribution requirements of the Town for the fiscal year ended September 30, 2021 were determined by the October 1, 2019 actuarial valuation. Pursuant to Chapter 185 of the Florida Statutes, a premium tax on certain property and casualty insurance contracts, written on Town of Bay Harbor Islands properties, is collected by the state and is remitted to the Town. The State of Florida distributes this money to local governments meeting certain eligibility requirements which is intended to purchase supplemental pension benefits for police officers. Refer to the share plan/supplemental benefits note for changes made to this benefit.

In fiscal year 2021, \$48,790 was received by the Town from the State on behalf of Police Officers (Chapter 185) and recorded in the General Fund as revenue and as a contribution (expenditure) to the Plan. The total amount went towards funding the actuarially determined annual required contribution for the Plan.

The Plan's funding policy provides for actuarially determined periodic employer contributions sufficient to pay the benefits provided by the Plan when they become due. The actuarial cost method used for determining the contribution requirements of the Plan is the entry age normal cost method.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

SHARE PLAN/SUPPLEMENTAL BENEFITS

The Town participates in the State of Florida Chapter 185 program. As a participant in the program, the Town is eligible to receive annual distributions of state premium tax collections on property and casualty insurance policies written within the Town limits. Chapter 185 levies a 0.85% tax on all casualty insurance premiums written within the Town limits. The monies received by the Town are for the purpose of providing benefits to or for the exclusive use of police officers. Effective October 1, 2015, the Town and the Dade County Police Benevolent Association agreed to utilize the supplemental benefit assets to increase the normal retirement multiplier to 3.50% and to utilize future Chapter 185 distributions as an offset to the Town's required contributions. As a result, there are no Share plan assets included in the pension trust fund as of September 30, 2021.

DEFERRED RETIREMENT OPTION PLAN ("DROP")

Effective October 7, 2019, the Board of Trustees approved and amended the Plan documents to include a DROP. Any member is eligible to enter the DROP on or after his or her normal retirement date as defined above. The maximum participation in the DROP is 60 months. However, an extension of a member's participation time in the DROP may be allowed at the sole discretion of the town manager and on a case-by-case basis. If an extension of time is allowed, the manager's approval shall be in writing and it shall specify the amount of time that is approved. A DROP member may separate from service prior to the expiration of the five-year period and can only participate in the DROP once.

Upon commencement of participation in the DROP, (a) the employee does not receive any additional creditable service for pension purposes, (b) the member is not eligible for disability or pre-retirement death benefits and (c) the member's contributions are discontinued. Additionally, the amount of final average salary for calculation of pension benefits is determined as of the date of entering the DROP. No payment is made for accrued unused leave upon entering the DROP, nor shall the amount of accrued unpaid leave be used in the calculation of the amount of pension benefits.

The monthly retirement benefits that would have been payable had the member elected to cease employment and not join the DROP, is credited to the member's DROP account. The money in all participant's DROP accounts is commingled with all other assets of the fund.

For members who enter the DROP on or after October 7, 2019, the member's DROP account is credited with the interest earned by the individual employee's retirement system account for the fiscal year minus administrative fees reasonably incurred by the Town in processing the account.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

DEFERRED RETIREMENT OPTION PLAN ("DROP") (CONTINUED)

Upon termination of a DROP member's employment with the Town, the retirement benefits accumulated in the member's DROP account is paid to the member. The balance credited to the member's DROP account shall be payable either to the member or as a direct rollover into any qualified plan that accepts rollovers. All distributions must comply with the Internal Revenue Code and regulations promulgated thereunder.

There were no members who participated in the DROP as of the fiscal year ended September 30, 2021.

BASIS OF ACCOUNTING

The financial statements of the Plan are prepared using the accrual basis of accounting in accordance with GAAP as applied to governmental entities in accordance with GASB pronouncements. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

METHOD USED TO VALUE INVESTMENTS

Investments are reported at fair value, except for money market funds, which are reported at amortized cost. Net appreciation (depreciation) in fair value of investments includes realized and unrealized gains and losses. Realized gains and losses are determined on the basis of average cost. Purchases and sales of securities are recorded on the trade-date basis. Interest and dividends are recorded as earned on the accrual basis. For more details regarding the methods used to measure the fair value of investments, refer to the fair value hierarchy in Note 3.

Within certain limitations as specified in the Plan, the investment policy is determined by the Board of Trustees and is implemented by the Plan's investment managers.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

NET PENSION ASSET OF THE TOWN

In accordance with Government Accounting Standards Board Statement No. 68, the net pension asset of the Town, which elected to use a measurement date of September 30, 2020, was as follows:

Total pension liability	\$ 19,043,054
Plan fiduciary net position	<u>(22,715,536)</u>
Net pension asset	<u>\$ (3,672,482)</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>119.29%</u>

The above net pension asset is recorded within the government-wide statement of net position as of September 30, 2021.

CHANGES IN THE NET PENSION LIABILITY/ASSET

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at September 30, 2019	<u>\$ 18,744,792</u>	<u>\$ (21,165,514)</u>	<u>\$ (2,420,722)</u>
Changes for the year:			
Service cost	752,678	--	752,678
Expected interest growth	1,530,252	(1,691,288)	(161,036)
Unexpected investment income	--	355,074	355,074
Demographic experience	(642,790)	--	(642,790)
Contributions - employer	--	(1,080,265)	(1,080,265)
Contributions - employee	--	(520,770)	(520,770)
Benefit payments, including refunds of employee contributions	(1,341,878)	1,341,878	--
Administrative changes	--	45,349	45,349
Net changes	<u>298,262</u>	<u>(1,550,022)</u>	<u>(1,251,760)</u>
Balances at September 30, 2020	<u>\$ 19,043,054</u>	<u>\$ (22,715,536)</u>	<u>\$ (3,672,482)</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

SIGNIFICANT ACTUARIAL ASSUMPTIONS

The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Discount Rate	7.96%
Inflation	3.00%
Salary increases	4.00% per annum
Measurement Date	September 30, 2020, based on a valuation date of October 1, 2019
Ad-hoc Cost of Living Increases	None
Mortality Rates	Sex-distinct rates set forth in the RP-2000 Combined Mortality Table, with full generational projections using Scale BB.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2020 are summarized in the following table:

Asset Class	Expected Long-Term Real Return	Target Allocation
Large cap (domestic equity)	5.5%	25.0%
Mid cap (domestic equity)	6.6%	7.5%
Small cap (domestic equity)	7.2%	7.5%
Fixed Income	3.1%	35.0%
Developed Markets	3.3%	10.0%
Emerging Market (international equity)	8.7%	5.0%
Real Estate	6.2%	10.0%

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.96%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

SENSITIVITY OF THE TOWN'S NET PENSION ASSET TO CHANGES IN THE DISCOUNT RATE

The following presents the net pension asset, calculated using the discount rate of 7.96%, as well as what the net pension asset would be if it were calculated using a discount rate that is 1-percentage-point lower (6.96%) or 1-percentage-point higher (8.96%) than the current rate:

	1% Decrease (6.96%)	Current Discount Rate (7.96%)	1% Increase (8.96%)
Net Pension Asset	\$ (1,598,587)	\$ (3,672,482)	\$ (5,413,966)

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

At September 30, 2021, the Town reported a net pension asset of \$3,672,482. The net pension asset was measured as of September 30, 2020, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of October 1, 2019. For the fiscal year ended September 30, 2021, the Town recognized credit to pension expense of approximately \$1,653,000 as a result of changes in actuarial assumptions. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to the Plan from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Net unexpected investment income	\$ 552,047	\$ --
Assumption changes	--	1,130,918
Demographic experience	--	529,266
Town contributions subsequent to the measurement date	1,001,827	--
Total	\$ 1,553,874	\$ 1,660,184

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 10 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

The deferred outflows of resources totaling \$1,001,827 resulting from Town contributions to the pension subsequent to the measurement date will be recognized as an increase or decrease of the net pension asset in the subsequent fiscal year. The additional amounts reported as deferred inflows and outflows of resources related to the pension will be recognized in pension expense over the remaining years as follows:

Fiscal Year Ending September 30	Amount
2022	\$ 1,388,429
2023	27,399
2024	(236,041)
2025	<u>(71,650)</u>
Total	<u>\$ 1,108,137</u>

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS

PLAN DESCRIPTION AND BENEFITS PROVIDED

The Town provides an optional single employer defined-benefit post-employment (OPEB) healthcare plan to all regular employees of the Town who retire from active service and receive retirement benefits under the Town's pension plan. The plan allows its employees and their beneficiaries, at their own cost, to continue to obtain health, dental and other insurance benefits upon retirement. The benefits of the plan conform to Florida Statutes, which are the legal authority for the plan. The plan has no assets and does not issue a separate financial report.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

PLAN DESCRIPTION AND BENEFITS PROVIDED (CONTINUED)

At September 30, 2021, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	2
Inactive employees entitled to but not yet receiving benefit payments	--
Active employees	<u>67</u>
Total employees	<u><u>69</u></u>

TOTAL OPEB LIABILITY

The Town's total OPEB liability of \$272,195 was measured as of September 30, 2021, and was determined by an actuarial valuation as of October 1, 2020.

ACTUARIAL ASSUMPTIONS AND OTHER INPUTS

The Town's total OPEB liability was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.00%
Salary increases	3.00% per annum
Discount rate	2.43% per annum
Healthcare cost trend rates	7.0% for fiscal year 2020/2021, decreasing .50% per year to an ultimate rate of 5.00% for fiscal year 2024/2025 and later years
Retirees' share of benefit-related costs	100% of projected health insurance premiums for retirees
Mortality Rates	Sex-distinct rates set forth in the PUB-2010 Mortality Table (with income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2020

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

	Total OPEB Liability (a)
	<u> </u>
Balance at September 30, 2020	\$ 296,846
Changes for the Year:	
Service cost	17,062
Interest	7,489
Demographic experience	12,001
Changes of assumptions or other inputs	(49,688)
Benefit payments	<u>(11,515)</u>
Net Change	<u>(24,651)</u>
Balance at September 30, 2021	<u>\$ 272,195</u>

SENSITIVITY OF THE TOWN'S TOTAL OPEB LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following presents the total OPEB liability, calculated using the discount rate of 2.43%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.43%) or 1-percentage-point higher (3.43%) than the current rate:

	1% Decrease (1.43%)	Discount Rate (2.43%)	1% Increase (3.43%)
	<u> </u>	<u> </u>	<u> </u>
Total OPEB Liability	<u>\$ 294,805</u>	<u>\$ 272,195</u>	<u>\$ 252,138</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

SENSITIVITY OF THE TOWN'S TOTAL OPEB LIABILITY TO CHANGES HEALTHCARE COST TREND RATES

The following presents the total OPEB liability, as well as what the total OPEB liability would be if it were calculated using healthcare cost trend rates that is 1-percentage-point lower (6.0% decreasing to 4.0%) or 1-percentage-point higher (8.0% decreasing to 6.0%) than the current rate:

	1% Decrease (6% Decreasing to 4.0%)	Healthcare Cost Trend Rates (7% Decreasing to 5.0%)	1% Increase (8% Decreasing to 6.0%)
Total OPEB Liability	<u>\$ 247,655</u>	<u>\$ 272,195</u>	<u>\$ 300,484</u>

OPEB EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO OPEB

For the fiscal year ended September 30, 2021, the Town recognized OPEB expense of \$20,547. At September 30, 2021, the Town reported deferred outflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Assumption changes	\$ 19,886	\$ 39,095
Demographic experience	10,856	--
Total	<u>\$ 30,742</u>	<u>\$ 39,095</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

NOTES TO BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 11 - OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

OPEB EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

Amounts reported as deferred outflows of resources related to OPEB will be recognized as OPEB expense over the remaining years as follows:

Fiscal Year Ending September 30	Amount
2022	\$ (7,511)
2023	2,282
2024	8,035
2025	5,547
Total	<u><u>\$ 8,353</u></u>

NOTE 12 – EXPENDITURES IN EXCESS OF APPROPRIATIONS

During the fiscal year ended September 30, 2021, the Town incurred expenditures in the following General Fund departments that were in excess of the amounts appropriated:

Department	Budget	Actual	Variance
Executive	\$ 451,436	\$ 521,048	\$ (69,612)
Code enforcement	219,686	244,890	(25,204)

The overages were paid from available General Fund reserves.

**REQUIRED SUPPLEMENTARY INFORMATION
(OTHER THAN MD&A)**

TOWN OF BAY HARBOR ISLANDS, FLORIDA

BUDGETARY COMPARISON SCHEDULE

GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

	Budgeted Amounts		Actual	Variance
	Original	Final	Amounts	with Final Budget-Positive (Negative)
Revenues				
Property taxes	\$ 4,745,596	\$ 4,745,596	\$ 4,760,975	\$ 15,379
Utility taxes	475,000	475,000	547,547	72,547
Communications services tax	175,000	175,000	165,492	(9,508)
Franchise fees	345,000	345,000	401,000	56,000
Licenses and permits	855,000	855,000	898,314	43,314
Intergovernmental	828,000	828,000	1,100,016	272,016
Charges for services	140,030	140,030	163,901	23,871
Fines and forfeitures	122,000	122,000	50,231	(71,769)
Investment earnings	50,000	50,000	(23,607)	(73,607)
Grants	--	1,675,722	1,696,222	20,500
Miscellaneous	45,001	45,001	80,094	35,093
Total Revenues	7,780,627	9,456,349	9,840,185	383,836
Expenditures				
General government:				
Legislative	111,930	166,330	83,908	82,422
Executive	451,436	451,436	521,048	(69,612)
Clerk	245,693	302,893	209,082	93,811
Finance and administration	222,029	272,029	212,769	59,260
Information technology	359,613	409,613	358,738	50,875
Human resources	95,706	163,206	74,293	88,913
Legal	243,600	243,600	186,061	57,539
Total General Government	1,730,007	2,009,107	1,645,899	363,208
Public buildings	362,668	690,890	455,244	235,646
Public safety:				
Law enforcement	4,267,092	4,549,717	4,481,667	68,050
Protective inspections	811,694	1,051,694	795,665	256,029
Code enforcement	219,686	219,686	244,890	(25,204)
Other public safety	73,153	298,153	163,784	134,369
Total public safety	5,371,625	6,119,250	5,686,006	433,244
Transportation:				
Streets and parkways	528,296	753,296	670,689	82,607
Public transit	158,000	158,000	88,416	69,584
Total transportation	686,296	911,296	759,105	152,191
Culture and recreation:				
Parks and recreation	1,636,504	1,826,504	1,024,943	801,561
Transfer to reserves	65,000	65,000	--	65,000
Total culture and recreation	1,701,504	1,891,504	1,024,943	866,561
Debt service:				
Principal, interest and fiscal charges	507,356	507,356	507,334	22
Total expenditures	10,359,456	12,129,403	10,078,531	2,050,872
Deficiency of revenues over expenditures	(2,578,829)	(2,673,054)	(238,346)	2,434,708
Other financing sources				
Appropriation of prior year fund balance	535,000	839,225	--	(839,225)
Transfers out	--	(210,000)	(210,000)	--
Transfers in	2,043,829	2,043,829	2,043,829	--
Total other financing sources (uses)	2,578,829	2,673,054	1,833,829	(839,225)
Net change in fund balance	\$ --	\$ --	\$ 1,595,483	\$ 1,595,483

See note to budgetary comparison schedule.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION NOTE TO BUDGETARY COMPARISON SCHEDULE FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 - BUDGETS AND BUDGETARY ACCOUNTING

An annual appropriated budget is prepared for the General Fund.

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- (a) The Town Manager submits to the Council a proposed operating budget for the ensuing fiscal year. The operating budget includes appropriations and the means of financing them with an explanation regarding each expenditure that is not of a routine nature.
- (b) Public hearings are conducted to obtain taxpayer comments.
- (c) Prior to October 1, the budget is legally enacted through passage of an Ordinance.
- (d) The Town Council, by motion, may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated or from available fund balance. During fiscal year ended September 30, 2021, there were supplemental appropriations in the General Fund of approximately \$1,770,000.
- (e) Formal budgetary integration is employed as a management control device for the General Fund. Budget amendments were not material in relation to the original appropriation.
- (f) The budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles (GAAP).
- (g) The Town Manager is authorized to transfer part or all of an encumbered appropriation balance within departments within a fund; however, any revisions that alter the total appropriations of any department or fund must be approved by the Town Council. Therefore, the legal level of control is at the department level.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE TOWN'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Measurement Date, September 30, Total OPEB Liability	2021	2020	2019	2018
Service cost	\$ 17,062	\$ 19,214	\$ 15,299	\$ 11,358
Interest	7,489	5,695	8,089	7,880
Demographic experience	12,001	--	4,510	--
Changes of assumptions or other inputs	(49,688)	31,584	22,472	--
Benefit payments	<u>(11,515)</u>	<u>(13,028)</u>	<u>(15,099)</u>	<u>(12,372)</u>
Net Change in Total OPEB Liability	(24,651)	43,465	35,271	6,866
Total OPEB Liability - Beginning	<u>296,846</u>	<u>253,381</u>	<u>218,110</u>	<u>211,244</u>
Total OPEB Liability - Ending	<u><u>\$ 272,195</u></u>	<u><u>\$ 296,846</u></u>	<u><u>\$ 253,381</u></u>	<u><u>\$ 218,110</u></u>
Covered-Employee Payroll	\$ 4,525,693	\$ 4,263,252	\$ 4,263,252	\$ 4,363,540
Total OPEB Liability as a Percentage of Covered-Employee Payroll	6.01%	6.96%	5.94%	5.00%

This schedule is presented as required by accounting principles generally accepted in the United States of America, however, until a full 10-year trend is compiled, information is presented for those years available.

Note: The OPEB Plan is not accounted for as a trust fund since an irrevocable trust has not been established to fund the OPEB Plan. As such, the OPEB Plan has no assets and does not issue a separate financial report.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE TOWN'S NET PENSION LIABILITY (ASSET) AND RELATED RATIOS

Measurement Date:	September 30,						
	2020	2019	2018	2017	2016	2015	2014
Total pension liability							
Service cost	\$ 752,678	\$ 786,299	\$ 1,071,650	\$ 1,026,849	\$ 881,514	\$ 758,824	\$ 686,893
Interest	1,530,252	1,850,596	1,279,001	1,180,877	983,968	923,439	851,757
Demographic experience	(642,790)	(477,459)	906,769	(328,634)	(435,741)	(100,632)	--
Changes of benefit terms	--	--	8,635	726,619	998,287	--	--
Changes of assumptions	--	(4,786,155)	--	--	1,864,465	--	--
Benefit payments, including refunds of member contributions	(1,341,878)	(1,310,542)	(1,688,273)	(893,750)	(1,064,535)	(671,862)	(359,028)
Net change in total pension liability	298,262	(3,937,261)	1,577,782	1,711,961	3,227,958	909,769	1,179,622
Total pension liability - beginning	18,744,792	22,682,053	21,104,271	19,392,310	16,164,352	15,254,583	14,074,961
Total pension liability - ending (a)	19,043,054	18,744,792	22,682,053	21,104,271	19,392,310	16,164,352	15,254,583
Plan fiduciary net position							
Contributions - employer	1,080,265	1,004,663	1,137,266	874,490	795,792	674,623	922,599
Contributions - employee	520,770	399,794	345,320	332,750	700,737	271,897	275,817
Net Investment income (loss)	1,336,214	651,814	1,558,236	1,705,415	1,506,073	(248,856)	1,185,773
Benefit payments, including refunds of member contributions	(1,341,878)	(1,310,542)	(1,688,273)	(893,750)	(1,064,535)	(671,862)	(384,382)
Administrative expense	(45,349)	(38,809)	(37,597)	(33,384)	(37,339)	(31,590)	(31,811)
Net change in plan fiduciary net position	1,550,022	706,920	1,314,952	1,985,521	1,900,728	(5,788)	1,967,996
Plan fiduciary net position - beginning	21,165,514	20,410,342	19,095,390	17,114,069	15,213,341	15,219,129	13,251,133
Plan fiduciary net position - ending (b)	22,715,536	21,117,262	20,410,342	19,099,590	17,114,069	15,213,341	15,219,129
Net pension liability (asset) - Ending (a) - (b)	\$ (3,672,482)	\$ (2,372,470)	\$ 2,271,711	\$ 2,004,681	\$ 2,278,241	\$ 951,011	\$ 35,454
Fiduciary net position as a percentage of the total pension liability	119.29%	112.66%	89.98%	90.50%	88.25%	94.12%	99.77%
Covered payroll	\$ 4,402,353	\$ 4,645,071	\$ 4,363,540	\$ 4,362,247	\$ 3,962,146	\$ 3,822,792	\$ 3,633,983
Net pension liability as a percentage of covered payroll	N/A	N/A	52.06%	45.96%	57.50%	24.88%	0.98%

Note: Plan Fiduciary Net Position for 2019 excludes \$48,252 related to employer contributions that were accrued after the actuarial valuation was completed.

Note: Plan Fiduciary Net Position for 2017 excludes \$4,200 related to benefits payable to participants that was accrued after the actuarial valuation was completed.

Note: Plan Fiduciary Net Position for 2015 and 2014 excludes \$223,769 and \$198,656, respectively, of Share Plan net position. In fiscal year 2016, Share Plan assets were transferred over to the Plan and are included in the 2016 employer contributions.

N/A means not applicable

This schedule is presented as required by accounting principles generally accepted in the United States of America, however, until a full 10-year trend is compiled, information is presented for those years available.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION SCHEDULE OF TOWN CONTRIBUTIONS

Fiscal Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2021	\$ 1,001,827	\$ 1,050,617	\$ (48,790)	\$ 4,525,693	23.21%
2020	1,022,793	1,128,517	(105,724)	4,402,353	25.63%
2019	1,001,806	1,004,663	(2,857)	4,645,071	21.63%
2018	1,086,156	1,137,266	(51,110)	4,363,540	26.06%
2017	816,415	874,490	(58,075)	4,362,247	20.05%
2016	795,792	795,792	--	3,962,146	20.08%
2015	674,623	674,623	--	3,822,792	17.65%
2014	922,599	922,599	--	3,633,983	25.39%
2013	1,145,749	1,145,749	--	3,633,983	31.53%
2012	1,108,878	1,108,878	--	4,161,089	26.65%

Methods and Assumptions Used to Determine Contribution Rates for Fiscal Year Ended September 30, 2021:

Valuation Date: October 1, 2019

Note: Actuarially determined contribution rates are calculated as of October 1, which is 24 months prior to the end of the fiscal year which contributions are reported.

Actuarial Cost Method	Entry-Age Normal
Amortization Method	Level Dollar
Remaining Amortization Period	10 years
Asset Valuation Method	Market Value
Inflation and Other General Increases	3.00%
Salary Increases	4.00%
Discount Rate of Return	7.96%
Retirement Age	Retirement is assumed to occur at normal retirement age.
Mortality	Sex-distinct rates set forth in the RP-2000 Combined Mortality Table, with full generational projections using Scale BB.

STATISTICAL SECTION

This part of the Town of Bay Harbor Island's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Town's overall financial health.

Contents	Page(s)
-----------------	----------------

Financial Trends	71-76
-------------------------	-------

These schedules contain information to help the reader understand how the Town's financial performance and well-being have changed over time.

Revenue Capacity	77-81
-------------------------	-------

These schedules contain information to help the reader assess the Town's most significant revenue sources, the property tax and the causeway toll.

Debt Capacity	82-85
----------------------	-------

These schedules present information to help the reader assess the affordability the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

Demographic and Economic Information	86
---	----

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

Operating Information	87-89
------------------------------	-------

These schedules contain service and infrastructural data to help the reader understand the information in the Town's financial report relates to the services and activities of the Town.

Sources: Unless otherwise noted, information is derived from the Annual Comprehensive Financial Report for the relevant year.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 1 NET POSITION BY COMPONENT LAST TEN FISCAL YEARS (Accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental activities:										
Net investment in capital assets	\$ 12,424,702	\$ 12,195,723	\$ 12,455,881	\$ 12,948,529	\$ 14,949,552	\$ 15,529,419	\$ 15,161,744	\$ 15,378,550	\$ 15,104,245	\$ 14,986,615
Restricted	653,821	543,612	511,416	7,486	7,487	67,839	67,790	115,065	1,618,790	2,455,206
Unrestricted	3,178,473	3,599,739	5,109,768	8,080,656	8,259,502	8,245,522	7,979,399	7,810,483	8,615,653	11,281,338
Total governmental activities net position	<u>\$ 16,256,996</u>	<u>\$ 16,339,074</u>	<u>\$ 18,077,065</u>	<u>\$ 21,036,671</u>	<u>\$ 23,216,541</u>	<u>\$ 23,842,780</u>	<u>\$ 23,208,933</u>	<u>\$ 23,304,098</u>	<u>\$ 25,338,688</u>	<u>\$ 28,723,159</u>
Business-type activities:										
Net investment in capital assets	\$ 18,112,144	\$ 18,077,105	\$ 18,598,260	\$ 17,833,029	\$ 23,524,318	\$ 27,851,167	\$ 27,475,399	\$ 27,270,755	\$ 27,772,967	\$ 28,185,137
Restricted	74,292	77,242	80,192	83,142	86,092	89,043	91,993	94,943	1,016,057	1,331,064
Unrestricted	6,887,914	7,463,786	7,287,671	10,240,475	7,262,551	7,568,819	12,161,608	16,974,083	19,895,383	24,346,318
Total business-type activities net position	<u>\$ 25,074,350</u>	<u>\$ 25,618,133</u>	<u>\$ 25,966,123</u>	<u>\$ 28,156,646</u>	<u>\$ 30,872,961</u>	<u>\$ 35,509,029</u>	<u>\$ 39,729,000</u>	<u>\$ 44,339,781</u>	<u>\$ 48,684,407</u>	<u>\$ 53,862,519</u>
Primary government										
Net investment in capital assets	\$ 30,536,846	\$ 30,272,828	\$ 31,054,141	\$ 30,781,558	\$ 38,473,870	\$ 43,380,586	\$ 42,637,143	\$ 42,649,305	\$ 42,877,212	\$ 43,171,752
Restricted	728,113	620,854	591,608	90,628	93,579	156,882	159,783	210,008	2,634,847	3,786,270
Unrestricted	10,066,387	11,063,525	12,397,439	18,321,131	15,522,053	15,814,341	20,141,007	24,784,566	28,511,036	35,627,656
Total primary government net position	<u>\$ 41,331,346</u>	<u>\$ 41,957,207</u>	<u>\$ 44,043,188</u>	<u>\$ 49,193,317</u>	<u>\$ 54,089,502</u>	<u>\$ 59,351,809</u>	<u>\$ 62,937,933</u>	<u>\$ 67,643,879</u>	<u>\$ 74,023,095</u>	<u>\$ 82,585,678</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 2 CHANGES IN NET POSITION LAST TEN FISCAL YEARS (Accrual Basis of Accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Expenses:										
Governmental activities:										
General government	\$ 1,172,787	\$ 1,069,286	\$ 969,146	\$ 1,333,314	\$ 1,538,406	\$ 1,537,536	\$ 1,780,209	\$ 2,318,792	\$ 1,768,769	\$ 1,486,733
Public safety	4,419,612	4,741,403	4,247,292	4,285,979	4,586,153	5,044,475	5,330,461	5,058,762	4,136,294	4,327,810
Transportation	1,087,658	1,198,230	1,031,567	1,058,239	1,092,928	1,285,291	1,295,889	1,126,025	1,062,366	1,049,872
Culture and recreation	124,506	162,244	303,531	620,285	874,555	1,127,501	1,459,979	1,470,681	1,230,141	1,274,188
Interest on long-term debt	407,945	552,546	255,835	248,602	291,717	186,048	185,472	176,656	167,388	162,482
Total governmental activities expenses	7,212,508	7,723,709	6,807,371	7,546,419	8,383,759	9,180,851	10,052,010	10,150,916	8,364,958	8,301,085
Business-type activities:										
Causeway	3,878,069	4,157,983	5,041,852	3,423,522	3,721,789	3,550,807	4,735,956	4,467,392	4,053,303	4,023,653
Sewer	1,284,691	1,334,271	1,220,829	1,251,842	1,440,701	1,547,994	1,477,308	1,640,744	1,585,259	1,773,259
Water	953,007	913,966	963,031	1,062,721	914,630	1,017,627	1,209,085	1,115,795	974,265	1,152,084
Parking	642,801	817,428	578,007	554,897	610,508	640,691	664,496	712,546	619,454	595,505
Solid waste	668,603	690,765	754,366	764,182	763,258	736,001	717,272	744,219	751,989	787,885
Stormwater	94,893	120,114	118,290	153,990	236,869	196,640	198,933	238,866	229,718	224,338
Total business-type activities expenses	7,522,064	8,034,527	8,676,375	7,211,154	7,687,755	7,689,760	9,003,050	8,919,562	8,213,988	8,556,724
Total primary government expenses	14,734,572	15,758,236	15,483,746	14,757,573	16,071,514	16,870,611	19,055,060	19,070,478	16,578,946	16,857,809
Program revenues:										
Governmental activities:										
Charges for services:										
General government	191,668	509,994	513,369	1,180,307	2,535,629	1,883,013	766,835	967,692	1,320,142	898,344
Public safety	148,623	188,158	119,749	123,346	112,103	115,543	168,887	159,708	127,152	50,449
Transportation	--	--	--	--	1,145	4,750	1,307	--	--	--
Culture and recreation	2,488	10,726	117,927	187,006	188,935	220,142	269,644	285,879	43,536	163,653
Operating grants and contributions	37,187	75,071	44,615	45,552	41,440	42,825	333,051	48,252	70,000	1,696,222
Capital grants and contributions	846,776	226,878	553,794	258,583	254,549	254,603	296,068	314,849	267,579	325,861
Total governmental activities program revenues	1,226,742	1,010,827	1,349,454	1,794,794	3,133,801	2,520,876	1,835,792	1,776,380	1,828,409	3,134,529
Business-type activities:										
Charges for services:										
Causeway	5,474,246	5,582,204	5,832,200	5,640,616	6,343,875	8,627,495	9,549,066	9,623,061	8,061,982	9,181,817
Sewer	2,001,681	1,934,067	1,857,548	1,981,206	2,013,613	2,253,963	2,382,027	2,375,878	2,323,675	2,460,805
Water	1,254,114	1,214,093	1,097,840	1,226,305	1,154,818	1,219,765	1,278,795	1,281,424	1,227,971	1,320,639
Parking	379,778	476,723	691,395	733,488	673,472	738,302	716,872	688,309	438,110	748,014
Solid waste	715,326	715,130	725,714	711,977	698,570	755,226	795,676	815,242	814,680	895,268
Stormwater	213,156	209,667	209,457	205,037	210,169	208,544	217,243	218,863	216,919	223,655
Capital grants and contributions	--	--	--	485,012	514,988	--	--	--	918,553	498,642
Total business-type activities program revenues	10,038,301	10,131,884	10,414,154	10,983,641	11,609,505	13,803,295	14,939,679	15,002,777	14,001,890	15,328,840
Total primary government program revenues	\$ 11,265,043	\$ 11,142,711	\$ 11,763,608	\$ 12,778,435	\$ 14,743,306	\$ 16,324,171	\$ 16,775,471	\$ 16,779,157	\$ 15,830,299	\$ 18,463,369

Continued

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 2 (CONTINUED) CHANGES IN NET POSITION LAST TEN FISCAL YEARS (Accrual Basis of Accounting) (continued)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Net (expense) revenue:										
Governmental activities	\$ (5,985,765)	\$ (6,712,882)	\$ (5,457,917)	\$ (5,751,625)	\$ (5,249,958)	\$ (6,659,975)	\$ (8,216,218)	\$ (8,374,536)	\$ (6,536,549)	\$ (5,166,556)
Business-type activities	2,516,237	2,097,357	1,737,779	3,772,487	3,921,750	6,113,535	5,936,629	6,083,215	5,787,902	6,772,116
	<u>\$ (3,469,528)</u>	<u>\$ (4,615,525)</u>	<u>\$ (3,720,138)</u>	<u>\$ (1,979,138)</u>	<u>\$ (1,328,208)</u>	<u>\$ (546,440)</u>	<u>\$ (2,279,589)</u>	<u>\$ (2,291,321)</u>	<u>\$ (748,647)</u>	<u>\$ 1,605,560</u>
General revenues and other changes in net position:										
Governmental activities:										
Property taxes	\$ 2,992,245	\$ 3,001,002	\$ 3,054,392	\$ 3,332,606	\$ 3,429,753	\$ 3,760,854	\$ 3,963,786	\$ 4,414,128	\$ 4,648,810	\$ 4,760,975
Franchise fees based on gross receipts	347,019	350,569	373,096	363,587	350,674	358,731	371,041	387,317	380,091	401,000
Utility taxes	399,923	422,974	461,351	452,355	455,606	465,565	496,433	512,875	527,415	547,547
Communications services tax	298,092	281,603	270,719	249,333	221,442	203,152	203,345	186,454	174,600	165,492
Unrestricted intergovernmental revenue	549,523	618,159	630,453	670,021	1,175,138	660,337	652,061	674,423	703,078	785,697
Unrestricted investment earnings (losses)	87,275	(57,892)	12,555	39,064	68,011	(7,719)	(28,308)	202,361	182,684	(23,607)
Miscellaneous	64,179	103,964	82,892	50,830	74,354	57,681	51,928	94,513	73,619	80,094
Transfers	1,643,197	1,764,581	1,672,950	1,692,655	1,654,850	1,787,613	1,926,674	1,997,630	1,880,842	1,833,829
Total governmental activities	<u>6,381,453</u>	<u>6,484,960</u>	<u>6,558,408</u>	<u>6,850,451</u>	<u>7,429,828</u>	<u>7,286,214</u>	<u>7,636,960</u>	<u>8,469,701</u>	<u>8,571,139</u>	<u>8,551,027</u>
Business-type activities:										
Unrestricted investment earnings (losses)	96,954	(67,674)	13,737	45,508	94,084	(8,845)	(33,214)	251,344	210,867	(27,109)
Miscellaneous	203,701	278,681	269,424	254,094	355,331	318,991	262,885	273,852	226,699	266,934
Transfers	(1,643,197)	(1,764,581)	(1,672,950)	(1,692,655)	(1,654,850)	(1,787,613)	(1,926,674)	(1,997,630)	(1,880,842)	(1,833,829)
Total business-type activities	<u>(1,342,542)</u>	<u>(1,553,574)</u>	<u>(1,389,789)</u>	<u>(1,393,053)</u>	<u>(1,205,435)</u>	<u>(1,477,467)</u>	<u>(1,697,003)</u>	<u>(1,472,434)</u>	<u>(1,443,276)</u>	<u>(1,594,004)</u>
Change in net position:										
Governmental activities	395,688	(227,922)	1,100,491	1,098,826	2,179,870	626,239	(579,258)	95,165	2,034,590	3,384,471
Business-type activities	1,173,695	543,783	347,990	2,379,434	2,716,315	4,636,068	4,239,626	4,610,781	4,344,626	5,178,112
	<u>\$ 1,569,383</u>	<u>\$ 315,861</u>	<u>\$ 1,448,481</u>	<u>\$ 3,478,260</u>	<u>\$ 4,896,185</u>	<u>\$ 5,262,307</u>	<u>\$ 3,660,368</u>	<u>\$ 4,705,946</u>	<u>\$ 6,379,216</u>	<u>\$ 8,562,583</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 3

FUND BALANCES, GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

(Modified accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Fund:										
Non-spendable	\$ 56,482	\$ 38,630	\$ 30,104	\$ 28,493	\$ 25,450	\$ 78,554	\$ 38,792	\$ 46,529	\$ 112,891	\$ 46,503
Restricted	94,198	23,654	26	7,486	7,487	67,839	67,790	115,065	164,534	113,788
Unassigned	3,245,657	3,638,393	5,050,708	7,813,864	8,089,298	8,653,794	8,851,733	9,081,019	10,173,601	11,886,220
Total General Fund	<u>\$ 3,396,337</u>	<u>\$ 3,700,677</u>	<u>\$ 5,080,838</u>	<u>\$ 7,849,843</u>	<u>\$ 8,122,235</u>	<u>\$ 8,800,187</u>	<u>\$ 8,958,315</u>	<u>\$ 9,242,613</u>	<u>\$ 10,451,026</u>	<u>\$ 12,046,511</u>
All other governmental funds:										
Unreserved, reported in:										
Capital Projects Fund	\$ 559,623	\$ 519,958	\$ 511,390	\$ 354,577	\$ 160,689	\$ 160,689	\$ 160,689	\$ 160,689	\$ 160,689	\$ 160,689
Total Capital Projects Fund	<u>\$ 559,623</u>	<u>\$ 519,958</u>	<u>\$ 511,390</u>	<u>\$ 354,577</u>	<u>\$ 160,689</u>	<u>\$ 160,689</u>	<u>\$ 160,689</u>	<u>\$ 160,689</u>	<u>\$ 160,689</u>	<u>\$ 160,689</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 4 CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS (Modified accrual basis of accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues:										
Taxes	\$ 3,697,292	\$ 3,705,579	\$ 3,786,462	\$ 4,034,294	\$ 4,106,801	\$ 4,429,571	\$ 4,663,564	\$ 5,113,457	\$ 5,350,825	\$ 5,474,014
Franchise fees	347,019	350,569	373,096	363,587	350,674	358,731	371,041	387,317	380,091	401,000
Licenses and permits	191,628	509,964	826,335	1,180,257	1,051,339	629,233	761,815	967,672	1,319,112	898,314
Intergovernmental	804,970	876,689	913,702	970,463	971,127	922,765	989,502	1,004,290	971,167	1,100,016
Transfer development right fees	--	310,000	637,500	2,186,000	1,484,250	1,253,750	5,000	--	1,000	--
Charges for services	2,893	11,435	119,252	188,524	191,929	224,723	273,828	290,547	47,004	163,901
Fines and forfeitures	148,308	187,480	118,454	119,988	109,149	110,992	164,723	155,060	123,714	50,231
Investment earnings (losses)	87,275	(57,892)	12,555	39,064	68,011	(7,719)	(28,308)	202,361	182,684	(23,607)
Grants	628,358	43,418	2,163	3,693	500,000	--	288,088	--	70,000	1,696,222
Miscellaneous	64,179	103,964	82,891	50,830	74,354	57,681	51,928	84,413	61,168	80,094
Total revenues	5,971,922	6,041,206	6,872,410	9,136,700	8,907,634	7,979,727	7,541,181	8,205,117	8,506,765	9,840,185
Expenditures:										
General government	1,021,155	1,059,846	992,855	1,146,798	1,387,402	1,339,307	1,591,468	1,910,436	1,827,792	1,891,677
Public safety	4,373,684	4,718,586	4,219,057	4,401,701	4,441,408	4,684,294	4,998,502	4,862,875	4,952,409	5,609,588
Transportation	891,186	847,193	677,439	707,624	722,403	880,270	808,231	639,646	603,046	574,748
Culture and recreation	51,440	88,961	229,475	520,597	750,181	905,788	1,209,433	1,210,888	972,097	1,000,662
Capital outlay	4,265,481	288,069	516,991	743,909	2,643,918	842,941	201,442	802,419	328,895	494,522
Debt service:										
Principal payments	200,000	205,000	278,000	291,000	295,000	304,000	312,000	319,000	331,000	338,000
Interest and debt costs	409,903	379,135	259,950	250,611	344,248	137,538	189,958	183,285	176,407	169,334
Total expenditures	11,212,849	7,586,790	7,173,767	8,062,240	10,584,560	9,094,138	9,311,034	9,928,549	9,191,646	10,078,531
Excess of revenues over (under) expenditures	(5,240,927)	(1,545,584)	(301,357)	1,074,460	(1,676,926)	(1,114,411)	(1,769,853)	(1,723,432)	(684,881)	(238,346)
Other financing sources (uses):										
Transfers in	1,643,197	1,764,581	1,672,950	1,692,655	1,654,850	1,787,613	1,926,674	1,997,630	1,880,842	2,043,829
Transfers out	--	--	--	--	--	--	--	--	--	(210,000)
Sale of capital assets	--	--	--	1,890	1,145	4,750	1,307	10,100	12,451	--
Bonds and notes issued	--	4,709,000	--	--	3,218,081	--	--	--	--	--
Payment to bond escrow agent	--	(4,663,322)	--	--	(3,118,646)	--	--	--	--	--
Total other financing sources	1,643,197	1,810,259	1,672,950	1,694,545	1,755,430	1,792,363	1,927,981	2,007,730	1,893,293	1,833,829
Net change in fund balances	\$ (3,597,730)	\$ 264,675	\$ 1,371,593	\$ 2,769,005	\$ 78,504	\$ 677,952	\$ 158,128	\$ 284,298	\$ 1,208,412	\$ 1,595,483
Debt service as a percentage of noncapital expenditures	8.8%	8.0%	8.1%	7.4%	8.1%	5.4%	5.5%	5.5%	5.7%	5.3%

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 5

PROGRAM REVENUES BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

(Accrual Basis of Accounting)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental activities:										
General government	\$ 220,026	\$ 513,145	\$ 826,365	\$ 1,180,307	\$ 2,535,629	\$ 1,883,013	\$ 1,054,923	\$ 967,692	\$ 1,320,142	\$ 898,344
Public safety	404,229	486,956	405,162	168,898	153,543	158,368	213,850	207,960	197,152	1,746,671
Transportation	600,000	--	--	258,583	255,694	259,353	320,372	314,849	267,579	325,861
Culture and recreation	2,488	10,726	117,927	185,116	188,935	220,142	269,644	285,879	43,536	163,653
Total governmental activities	<u>1,226,743</u>	<u>1,010,827</u>	<u>1,349,454</u>	<u>1,792,904</u>	<u>3,133,801</u>	<u>2,520,876</u>	<u>1,858,789</u>	<u>1,776,380</u>	<u>1,828,409</u>	<u>3,134,529</u>
Business-type activities:										
Causeway	5,474,246	5,582,204	5,832,200	6,124,053	6,858,863	8,627,495	9,549,066	9,623,061	8,980,535	9,430,459
Sewer	2,001,681	1,934,067	1,857,548	1,981,206	2,013,613	2,253,963	2,382,027	2,375,878	2,323,675	2,710,805
Water	1,254,114	1,214,093	1,097,840	1,226,305	1,154,818	1,219,765	1,278,795	1,281,424	1,227,971	1,320,639
Parking	379,778	476,723	691,395	586,972	673,472	738,302	716,872	688,309	438,110	748,014
Solid waste	715,326	715,130	725,714	711,977	698,570	755,226	795,676	815,242	814,680	895,268
Stormwater	213,156	209,667	209,457	205,037	210,169	208,544	217,243	218,863	216,919	223,655
Total business-type activities	<u>10,038,301</u>	<u>10,131,884</u>	<u>10,414,154</u>	<u>10,835,550</u>	<u>11,609,505</u>	<u>13,803,295</u>	<u>14,939,679</u>	<u>15,002,777</u>	<u>14,001,890</u>	<u>15,328,840</u>
Total primary government	<u>\$ 11,265,044</u>	<u>\$ 11,142,711</u>	<u>\$ 11,763,608</u>	<u>\$ 12,628,454</u>	<u>\$ 14,743,306</u>	<u>\$ 16,324,171</u>	<u>\$ 16,798,468</u>	<u>\$ 16,779,157</u>	<u>\$ 15,830,299</u>	<u>\$ 18,463,369</u>

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 6

ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Year*	Real Property	Personal Property	Total Assessed Value	Exemptions		Net Taxable Value	Direct Millage	Total Direct & Overlapping Millage
				Real	Personal			
2012	\$ 774,573,967	\$ 15,719,441	\$ 790,293,408	\$ 195,261,493	\$ 2,212,422	\$ 592,819,493	5.2971	21.8256
2013	749,459,838	15,472,810	764,932,648	182,892,469	2,174,864	579,865,315	5.2971	21.7097
2014	845,128,356	15,304,530	860,432,886	255,862,099	2,407,807	602,162,980	5.2971	21.7097
2015	1,063,287,591	15,600,448	1,078,888,039	377,286,535	2,674,099	698,927,405	4.9000	21.3417
2016	1,210,203,009	14,982,614	1,225,185,623	444,372,802	2,746,997	778,065,824	4.5500	20.5953
2017	1,444,251,699	14,698,252	1,458,949,951	576,225,941	2,612,688	880,111,322	4.4000	20.3638
2018	1,720,875,185	15,249,716	1,736,124,901	702,001,113	2,536,046	1,031,587,742	3.9995	19.5819
2019	1,862,399,237	17,183,700	1,879,582,937	662,500,517	2,344,091	1,214,738,329	3.7199	19.0560
2020	1,933,106,853	18,943,845	1,952,050,698	615,865,109	2,309,588	1,333,876,001	3.6245	19.4016
2021	1,888,062,852	22,451,974	1,910,514,826	529,855,176	2,437,950	1,378,221,700	3.6245	19.3533

*Year refers to the fiscal year which is funded by taxes levied upon the listed assessments. Each fiscal year's tax roll is as of January 1 of the previous year.

SOURCE: Miami-Dade County Property Appraiser's Office

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 7

PROPERTY TAX RATES (per \$1,000)

DIRECT AND OVERLAPPING GOVERNMENTS

LAST TEN FISCAL YEARS

Year*	Direct Rate	Overlapping Rates					Total
	Bay Harbor Islands Operating	Miami- Dade County	Miami- Dade County Schools	County Districts**	State Special Districts		
					Florida	South Florida	
					Inland Navigation	Water Management	
2012	5.2971	5.0900	8.0050	2.9627	0.0345	0.4363	21.8256
2013	5.2971	4.9885	7.9980	2.9627	0.0345	0.4289	21.7097
2014	5.2500	5.1255	7.9770	2.9623	0.0345	0.4110	21.7603
2015	4.9000	5.1169	7.9740	2.9321	0.0345	0.3842	21.3417
2016	4.5500	5.1169	7.6120	2.9293	0.0320	0.3551	20.5953
2017	4.4000	5.0669	7.3220	3.2122	0.0320	0.3307	20.3638
2018	3.9995	5.0669	6.9940	3.1795	0.0320	0.3100	19.5819
2019	3.7199	5.1313	6.7330	3.1462	0.0320	0.2936	19.0560
2020	3.6245	5.1449	7.1480	3.1727	0.0320	0.2795	19.4016
2021	3.6245	5.1449	7.1290	3.1554	0.0320	0.2675	19.3533

SOURCE: Miami-Dade County Property Appraiser's Office

*Year refers to the fiscal year which is funded by taxes levied upon properties as assessed effective January 1 of the previous year.

** This represents Fire and Rescue, Library and the Children's Trust.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 8 PRINCIPAL PROPERTY TAXPAYERS REAL ESTATE AD VALOREM TAXES CURRENT AND NINE YEARS AGO

Year: 2021

Parcel Owner	Taxable Valuation	Percentage of Total Taxable Valuation*
PPD Bay Harbor Owner LLC	\$ 25,824,853	1.88%
B H Investment LLC	15,931,465	1.16%
Bay Harbor Hotel LLC	15,700,000	1.15%
CBS Realty Holding LLC	12,657,755	0.92%
Casa J LLC	8,934,869	0.65%
NR Wharton Kane Concourse	8,765,625	0.64%
Congress Driftwood LTD	7,650,000	0.56%
Mark Tabacinic and Vanessa Bibliowicz	7,099,247	0.52%
Annette Samson Eichen TRS	6,789,590	0.50%
Broadhouse Holdings LTD	6,759,733	0.49%
	<u>\$ 116,113,137</u>	<u>8.47%</u>

*Based on Appraisers 2021 Municipal Tax Roll.

Year: 2012

Parcel Owner	Taxable Valuation	Percentage of Total Taxable Valuation**
1170 LLC	\$ 5,243,337	0.93%
Spencer Merinoff	4,089,307	0.72%
1108 Concourse LC	3,820,579	0.67%
Isle of Wight Limited	3,491,712	0.62%
Uzi and Tova Zohar	3,281,416	0.58%
Ocean Cadillac Inc.	3,170,495	0.56%
Mitchell and Annette Eichen	2,977,448	0.53%
Baytown Corporation	2,952,812	0.52%
Paul and Camile Battista	2,813,312	0.50%
Evergreen Fin Ltd.	2,739,810	0.48%
	<u>\$ 34,580,228</u>	<u>6.11%</u>

**Based on Appraiser's 2012 certification of taxable value.

SOURCE: Miami-Dade County Property Appraiser's Office

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 9

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Taxes Levied	Collected within the Fiscal Year of the Levy		Collections of Previous Years' Levies	Total Collections
		Amount	Percentage of Levy		
2012	\$ 3,056,957	\$ 2,886,789	94.4%	\$ 105,456	\$ 2,992,245
2013	3,071,604	2,805,412	91.3%	195,590	3,001,002
2014	3,161,356	2,954,498	93.5%	99,894	3,054,392
2015	3,424,744	3,122,365	91.2%	210,241	3,332,606
2016	3,540,199	3,356,009	94.8%	73,744	3,429,753
2017	3,872,490	3,538,702	91.4%	222,152	3,760,854
2018	4,125,835	3,730,282	90.4%	233,504	3,963,786
2019	4,518,705	4,136,569	91.5%	277,559	4,414,128
2020	4,834,307	4,279,098	88.5%	369,712	4,648,810
2021	4,995,365	4,419,701	88.5%	341,274	4,760,975

Source: Miami-Dade County Property Appraiser's Office, except for Taxes Levied from Town Finance Department.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 10 CAUSEWAY TOLL REVENUE LAST TEN FISCAL YEARS

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Total traffic	<u>6,484,193</u>	<u>6,611,424</u>	<u>6,729,408</u>	<u>7,488,382</u>	<u>7,917,781</u>	<u>7,779,309</u>	<u>7,992,743</u>	<u>7,939,642</u>	<u>6,647,870</u>	<u>7,419,637</u>
Toll revenues:										
Cash tolls	\$ 4,087,159	\$ 4,110,787	\$ 4,400,704	\$ 5,146,478	\$ 5,947,747	\$ 8,212,150	\$ 9,082,874	\$ 9,128,459	\$ 7,557,782	\$ 8,733,262
Commuter/annual pass	<u>1,387,087</u>	<u>1,471,417</u>	<u>1,431,496</u>	<u>492,563</u>	<u>395,428</u>	<u>415,345</u>	<u>466,192</u>	<u>494,602</u>	<u>504,200</u>	<u>448,555</u>
Total toll revenue	<u>\$ 5,474,246</u>	<u>\$ 5,582,204</u>	<u>\$ 5,832,200</u>	<u>\$ 5,639,041</u>	<u>\$ 6,343,175</u>	<u>\$ 8,627,495</u>	<u>\$ 9,549,066</u>	<u>\$ 9,623,061</u>	<u>\$ 8,061,982</u>	<u>\$ 9,181,817</u>
Average yield per vehicle	\$ 0.844	\$ 0.844	\$ 0.867	\$ 0.753	\$ 0.801	\$ 1.109	\$ 1.195	\$ 1.212	\$ 1.213	\$ 1.238
Toll rates:										
Cash toll (Class 1)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Annual pass	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 11

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

Fiscal Year	Business-Type Activities		Governmental Activities			Total Primary Government	Percentage of Actual Property Value (1)	Per Capita (2)
	Promissory Notes	State Revolving Loan	Revenue Bonds Series 2003B	Refunding Note Series 2012	Revenue Bonds Series 2016			
2012	\$ 5,747,065	\$ 588,263	\$ 7,915,000	\$ --	\$ --	\$ 14,250,328	2.40%	\$ 2,473
2013	18,593,000	530,589	3,265,000	4,709,000	--	27,097,589	4.67%	4,655
2014	17,643,000	471,128	3,055,000	4,641,000	--	25,810,128	4.29%	4,409
2015	16,604,000	409,825	3,055,000	4,350,000	--	24,418,825	3.49%	4,065
2016	15,532,000	346,623	--	4,055,000	3,218,081	23,151,704	2.98%	3,836
2017	14,431,000	281,462	--	3,751,000	3,210,253	21,673,715	2.46%	3,627
2018	13,302,000	214,284	--	3,444,000	3,197,425	20,157,709	1.95%	3,323
2019	12,078,000	145,024	--	3,130,000	3,184,597	18,537,621	1.53%	3,108
2020	10,826,000	73,618	--	2,809,000	3,166,769	16,875,387	1.27%	2,913
2021	9,550,000	--	--	2,481,000	3,148,940	15,179,940	1.10%	2,563

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value of Taxable Property for the property value data.

(2) See the Schedule of Demographic and Economic Statistics. Data on personal income for the Town distinct from larger statistical units is not available so a meaningful comparison of total debt to personal income cannot be computed.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 12

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

SEPTEMBER 30, 2021

Jurisdiction	Debt Outstanding	Estimated Percentage Applicable to Town of Bay Harbor Islands (1)	Estimated Share of Direct & Overlapping Debt
Direct:			
Bay Harbor Islands	\$ 5,629,940	100.00%	\$ 5,629,940
Overlapping:			
Miami-Dade Board of County Commissioners (2)	2,350,765	0.22%	5,096
Miami-Dade County School Board (3)	847,572,000	0.22%	1,837,274
Total overlapping	849,922,765		1,842,370
Total direct and overlapping	\$ 855,552,705		\$ 7,472,310

Notes:

(1) The percentage of overlapping debt payable is estimated by dividing the Town's population of 5,922 by the County's population of 2,731,939 obtained from Miami-Dade County, Florida Finance Department.

(2) Source: Miami-Dade County, Florida, Finance Department; General Obligation Bond

(3) Information obtained from Miami-Dade County School Board CAFR for fiscal year ended June 30, 2021; General Obligation Bonds.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 13 LEGAL DEBT MARGIN INFORMATION LAST TEN FISCAL YEARS

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Assessed values (1):										
Taxable value of real property	\$ 579,312,474	\$ 566,567,369	\$ 589,266,257	\$ 686,001,056	\$ 765,830,207	\$ 868,025,758	\$ 1,018,874,072	\$ 1,199,898,720	\$ 1,317,241,744	\$ 1,358,207,676
Add: Exempt real property	195,261,493	182,892,469	255,862,099	377,286,535	444,372,802	576,225,941	702,001,113	662,500,517	615,865,109	529,855,176
Total assessed value of real property	<u>\$ 774,573,967</u>	<u>\$ 749,459,838</u>	<u>\$ 845,128,356</u>	<u>\$ 1,063,287,591</u>	<u>\$ 1,210,203,009</u>	<u>\$ 1,444,251,699</u>	<u>\$ 1,720,875,185</u>	<u>\$ 1,862,399,237</u>	<u>\$ 1,933,106,853</u>	<u>\$ 1,888,062,852</u>
Legal debt margin:										
Debt limitation (25% of assessed real property)	\$ 193,643,492	\$ 187,364,960	\$ 211,282,089	\$ 265,821,898	\$ 302,550,752	\$ 361,062,925	\$ 430,218,796	\$ 465,599,809	\$ 483,276,713	\$ 472,015,713
Total bonded debt	7,915,000	7,974,000	7,696,000	7,551,730	7,273,081	6,961,253	6,641,425	6,314,597	5,975,769	5,629,940
Legal debt margin	<u>\$ 185,728,492</u>	<u>\$ 179,390,960</u>	<u>\$ 203,586,089</u>	<u>\$ 258,270,168</u>	<u>\$ 295,277,671</u>	<u>\$ 354,101,672</u>	<u>\$ 423,577,371</u>	<u>\$ 459,285,212</u>	<u>\$ 477,300,944</u>	<u>\$ 466,385,773</u>
Total net debt applicable to the limit as a percentage of debt limit	4.09%	4.26%	3.64%	2.84%	2.40%	1.93%	1.54%	1.36%	1.24%	1.19%

Note: The Town may incur bonded debt up to 25% of the assessed valuation of real estate within its boundaries per section 45 of the Town Charter.

(1) See the Schedule of Assessed Value of Taxable Property for the property value data.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 14

PLEDGED-REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year	Broad Causeway Revenue Bonds and Notes					Coverage
	Gross Revenues	Operating Expenses	Net Available Revenue	Debt Service Amount		
2012	\$ 5,595,731	\$ 3,019,397	\$ 2,576,334	\$ 430,795		5.98
2013	5,625,617	2,909,660	2,715,957	1,125,563		2.41
2014	5,941,008	3,885,577	2,055,431	1,121,329		1.83
2015	5,757,614	2,159,010	3,598,604	1,120,823		3.21
2016	6,484,815	2,509,514	3,975,301	1,120,836		3.55
2017	8,729,606	2,345,852	6,383,754	1,121,343		5.69
2018	9,656,230	2,598,543	7,057,687	1,120,319		6.30
2019	9,840,577	2,565,695	7,274,882	1,120,788		6.49
2020	8,253,032	2,174,804	6,078,228	1,120,701		5.42
2021	9,299,919	2,131,692	7,168,227	1,121,058		6.39

Fiscal Year	Sewer Fund State Revolving Loan					Coverage
	Gross Revenues	Operating Expenses	Net Available Revenue	Debt Service Amount		
2012	\$ 2,001,681	\$ 1,144,369	\$ 857,312	\$ 75,320		11.38
2013	1,972,067	1,179,264	792,803	75,320		10.53
2014	1,943,998	1,071,444	872,554	75,320		11.58
2015	2,051,031	1,096,990	954,041	75,320		12.67
2016	2,058,738	1,270,576	788,162	75,320		10.46
2017	2,266,313	1,389,039	877,274	75,320		11.65
2018	2,382,977	1,311,744	1,071,233	75,320		14.22
2019	2,384,428	1,476,108	908,320	75,320		12.06
2020	2,323,675	1,405,847	917,828	75,320		12.19
2021	2,461,280	1,557,462	903,818	75,320		12.00

Fiscal Year	Revenue Bonds and Refunding Note					
	Sales Tax	Franchise Fees	Utility Tax	Total Revenues	Debt Service Amount	Coverage
2012	\$ 336,947	\$ 347,020	\$ 399,923	\$ 1,083,890	\$ 609,903	1.78
2013	388,606	350,569	422,974	1,162,149	540,971	2.15
2014	413,855	373,096	461,351	1,248,302	537,960	2.32
2015	434,991	363,587	452,355	1,250,933	541,611	2.31
2016	441,069	350,674	455,606	1,247,349	535,582	2.33
2017	421,028	358,731	465,565	1,245,324	437,094	2.85
2018	444,758	371,041	496,433	1,312,232	501,958	2.61
2019	463,401	387,317	512,875	1,363,593	502,285	2.71
2020	401,379	380,091	527,415	1,308,885	507,407	2.58
2021	504,873	401,000	547,547	1,453,420	507,334	2.86

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 15

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Year	Bay Harbor Islands Population *	Miami- Dade County **				
		Personal Income	Per Capita Personal Income	Unemployment Rate	Civilian Labor Force	Median Age
2012	5,821	\$ 100,688,604	\$ 39,466	9.7%	1,290,751	39
2013	5,854	104,373,301	40,680	8.9%	1,289,617	39
2014	6,007	111,528,866	43,123	7.2%	1,282,854	39
2015	6,036	116,553,169	43,917	6.2%	1,321,033	40
2016	5,975	123,276,064	45,440	5.8%	1,334,404	40
2017	6,006	131,244,442	47,813	5.0%	1,375,376	40
2018	6,006	138,138,976	50,022	3.6%	1,363,766	40
2019	5,964	149,166,155	54,902	2.9%	1,463,774	40
2020	5,793	N/A	N/A	8.0%	1,396,663	40
2021	5,922	N/A	N/A	N/A	N/A	N/A

Note: Except for population, demographic statistics on the county level were the most specific available.

* Source for 2011 to 2020: U.S. Census Bureau

** Source: Miami-Dade County Finance Department and
U.S. Department of Commerce, Economic and Statistics Administration,
Bureau of Economic Analysis/Regional Economic Information System,
Florida Agency for Workforce Innovation, Labor Market Statistics,
Miami-Dade County Department of Regulatory and Economic Resources, Research Section
University of Florida Bureau of Economic and Business Research

N/A Information unavailable as of the date of this report.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 16

FULL TIME TOWN EMPLOYEES BY FUNCTION LAST TEN FISCAL YEARS

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Governmental activities:										
General government	15	16	18	18	18	18	21	21	22	24
Public safety	39	35	36	26	28	28	28	27	25	26
Transportation	10	8	7	7	5	5	6	7	5	5
Culture and recreation			6	4	4	6	5	8	8	8
Total governmental activities	<u>64</u>	<u>59</u>	<u>67</u>	<u>55</u>	<u>55</u>	<u>57</u>	<u>60</u>	<u>63</u>	<u>60</u>	<u>63</u>
Business-type activities:										
Causeway	27	32	25	5	6	6	6	6	6	6
Sewer	2	1	1	1	1	1	1	1	1	1
Water	2	2	2	2	2	2	2	2	3	3
Parking	1	1	1	1	1	1	1	1	1	1
Total business-type activities	<u>32</u>	<u>36</u>	<u>29</u>	<u>9</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>11</u>	<u>11</u>
Total primary government	<u>96</u>	<u>95</u>	<u>96</u>	<u>64</u>	<u>65</u>	<u>67</u>	<u>70</u>	<u>73</u>	<u>71</u>	<u>74</u>

Source: Town Finance Department

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 17

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental activities:										
General government										
Elections Held	2	1	1	2	2	1	1	1	1	1
Newsletters Issued	12	12	12	12	12	12	12	12	10	12
Town Council Meetings	11	11	10	10	11	11	10	10	8	8
Planning & Zoning Board Meetings	10	17	13	17	19	12	13	15	9	12
Public safety										
Case numbers issued	870	584	626	831	843	739	702	702	804	1,005
Arrests	171	121	84	73	83	72	70	51	49	36
Calls for service	17,782	14,366	17,900	16,813	17,223	21,985	19,334	20,021	23,211	32,102
Business-type activities:										
Causeway										
Traffic Count (vehicles)	6,484,193	6,611,424	6,729,408	7,488,382	7,917,781	7,779,309	7,992,743	7,939,642	6,647,870	7,419,637
Sewer										
Average Monthly Sewage Volume (thousands of gallons)	24,066	21,397	20,242	19,676	19,836	20,008	19,200	22,684	23,269	25,666
Water										
Average Monthly Gallons Purchased (thousands)	25,863	25,763	26,534	26,576	24,221	26,600	28,127	26,614	26,419	34,511
Average Monthly Gallons Sold (thousands)	23,974	23,617	23,534	23,618	21,884	22,474	22,884	22,511	22,333	21,904
Parking										
Parking Citations	1,635	2,431	1,465	2,592	2,626	2,307	2,573	1,838	1,058	1,470

Source: Town Finance Department

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SCHEDULE 18

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental activities:										
Public safety										
Patrol Cars/SUV	18	18	18	18	25	26	26	26	28	28
Police Boats	1	1	1	1	1	1	1	2	1	1
Transportation										
Streets and roads (feet)	47,396	47,396	47,396	47,396	47,396	47,396	47,396	47,396	47,396	47,396
Culture and recreation										
Parks	2	2	3	3	3	3	3	3	3	3
Business-type activities:										
Causeway										
Basculer Bridges	1	1	1	1	1	1	1	1	1	1
Fixed Span Bridges	3	3	3	3	3	3	3	3	3	3
Sewer										
Pump Stations	1	1	1	1	1	1	1	1	1	1
Lift Stations	5	5	5	5	5	5	5	5	5	5
Sanitary Sewers (feet)	43,296	43,296	43,296	43,296	43,296	43,296	43,296	43,296	43,296	43,296
Water										
Water Mains (feet)	44,725	44,725	44,725	44,725	44,725	44,725	44,725	44,725	44,725	44,725
Stormwater										
Valley gutters (feet)	86,592	86,592	86,592	86,592	86,592	86,592	86,592	86,592	86,592	86,592
Outfalls	53	53	53	53	53	53	53	53	53	53

Source: Town Finance Department

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Town Council and Town Manager
Town of Bay Harbor Islands, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Town of Bay Harbor Islands, Florida (the Town), as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated April 6, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcus LLP

Miami, FL
April 6, 2022

TOWN OF BAY HARBOR ISLANDS, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

I – PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

Material Weakness

MW – 2020-001 – Untimely Preparation and Review of Bank Reconciliations

The material weakness associated with untimely preparation and review of bank reconciliations was remediated in fiscal year 2021.

Significant Deficiency

SD – 2020-002 – Lack of Review and Approval of Manual Journal Entries

The significant deficiency associated with the lack of review and approval of manual journal entries was remediated in fiscal year 2021.

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Town Council and Town Manager
Town of Bay Harbor Islands, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Bay Harbor Islands, Florida (the Town), Florida, as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated April 6, 2022.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Summary Schedule of Prior Audit Findings; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 6, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. As more fully described in Note 1, the Town of Bay Harbor Islands was incorporated by the Laws of Florida Chapter 2889. There are no component units related to the Town.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. This assessment was done as of fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal, State and other granting agencies, the Honorable Mayor, Town Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcus LLP

Miami, FL
April 6, 2022

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415 FLORIDA STATUTES**

To the Honorable Mayor, Town Council and Town Manager
Town of Bay Harbor Islands, Florida

We have examined the Town of Bay Harbor Islands, Florida's (the Town) compliance with Section 218.415 Florida Statutes, Local Government Investment Policies for the fiscal year ended September 30, 2021. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with the specified requirements.

In our opinion, the Town complied, in all material respects, with Section 218.415 Florida Statutes for the fiscal year ended September 30, 2021.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Marcum LLP

Miami, FL
April 6, 2022

**TOWN OF BAY HARBOR ISLANDS
EMPLOYEES' RETIREMENT SYSTEM**

FINANCIAL STATEMENTS

FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

TABLE OF CONTENTS

FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

Independent Auditors' Report	1-3
-------------------------------------	-----

Financial Statements

Statements of fiduciary net position	4
Statements of changes in fiduciary net position	5
Notes to financial statements	6-20

Required Supplementary Information

Schedule of changes in the town's net pension liability (asset) and related ratios	21
Schedule of town contributions	22
Schedule of investment returns	23

Reporting Section

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	24-25
---	-------

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees and Plan Administrator
Town of Bay Harbor Islands Employees' Retirement System

Report on the Financial Statements

We have audited the accompanying financial statements of the Town of Bay Harbor Islands Employees' Retirement System (the "Plan") which comprise the statements of fiduciary net position as of September 30, 2021 and 2020, and the related statements of changes in fiduciary net position for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Plan's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of the Town of Bay Harbor Islands Employees' Retirement System as of September 30, 2021 and 2020, and the changes in net position thereof for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of changes in the town's net pension liability (asset) and related ratios, schedule of town contributions and schedule of investment returns on pages 21 to 23 be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

As in prior years, management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. **Our opinion on the financial statements is not affected by this omitted information.**

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 6, 2022 on our consideration of the Plan's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Plan's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control over financial reporting and compliance.

Marcum LLP

Miami, Florida
April 6, 2022

FINANCIAL STATEMENTS

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

STATEMENTS OF FIDUCIARY NET POSITION SEPTEMBER 30, 2021 AND 2020

	2021	2020
Assets		
Cash	\$ 490,720	\$ 390,550
Investments		
Money market funds	650,936	353,585
U.S. treasuries and government obligations	5,962,394	3,099,678
Corporate bonds	2,375,883	4,871,312
Common stock and equity funds	2,518,607	2,047,312
Commingled trust fund	11,262,128	9,681,415
Real estate fund	2,402,632	2,140,033
Total Investments	25,172,580	22,193,335
Receivables		
Contributions receivable	110,622	--
Due from Town	--	51,361
Due from broker for investments sold	236,664	102,564
Accrued interest and dividends	47,429	39,157
Total Receivables	394,715	193,082
Prepaid Expenses	5,292	4,980
Total Assets	26,063,307	22,781,947
Liabilities and Net Position		
Accounts payable	16,635	30,965
Due to Town	10,000	--
Due to broker for investments purchased	558,516	35,446
Total Liabilities	585,151	66,411
Net Position Restricted for Pension Benefits	\$ 25,478,156	\$ 22,715,536

The accompanying notes are an integral part of these financial statements.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

STATEMENTS OF CHANGES IN FIDUCIARY NET POSITION FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
Additions		
Contributions		
Town (including State)	\$ 1,050,617	\$ 1,080,265
Employees	<u>372,757</u>	<u>520,770</u>
Total Contributions	<u>1,423,374</u>	<u>1,601,035</u>
Investment Income		
Net appreciation in fair value of investments	3,534,487	1,158,931
Interest	186,738	185,817
Dividends	45,081	42,828
Other income	<u>--</u>	<u>3,178</u>
	3,766,306	1,390,754
Less: investment expenses	<u>60,328</u>	<u>54,540</u>
Net Investment Income	<u>3,705,978</u>	<u>1,336,214</u>
Total Additions	<u>5,129,352</u>	<u>2,937,249</u>
Deductions		
Benefits paid and refunds	2,329,906	1,341,878
Administrative expenses	<u>36,826</u>	<u>45,349</u>
Total Deductions	<u>2,366,732</u>	<u>1,387,227</u>
Change in Net Position	2,762,620	1,550,022
Net Position Restricted for Pension Benefits		
Beginning of year	<u>22,715,536</u>	<u>21,165,514</u>
End of year	<u>\$ 25,478,156</u>	<u>\$ 22,715,536</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF ACCOUNTING

The accompanying financial statements of the Town of Bay Harbor Islands Employees' Retirement System (the "Plan") are prepared using the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") as applied to governmental entities in accordance with Governmental Accounting Standards Board ("GASB") pronouncements. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions as determined by the Plan's actuary, are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

METHOD USED TO VALUE INVESTMENTS AND INVESTMENT INCOME RECOGNITION

Investments are reported at fair value except for money market funds which are reported at amortized cost. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Net appreciation in fair value of investments includes realized and unrealized gains and losses. Realized gains and losses are determined on the basis of average cost. Purchases and sales of securities are recorded on the trade-date basis. Interest and dividends are recorded as earned on the accrual basis. For more detail regarding the methods used to measure the fair value of investments refer to the fair value hierarchy in Note 3.

Within certain limitations as specified in the Plan document, the investment policy is determined by the Board of Trustees and is implemented by the Plan's investment managers.

USE OF ESTIMATES

The preparation of financial statements in conformity with U.S. GAAP requires the Plan to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 2 – PLAN DESCRIPTION

The following brief description of the Plan is provided for general information purposes only. Participants should refer to the Plan document for more complete information.

PLAN DESCRIPTION

The Town of Bay Harbor Islands, Florida (the “Town” or the Employer) is the administrator of a single-employer Public Employee Retirement System (PERS) defined benefit pension plan established to provide pension benefits for its employees.

The Town of Bay Harbor Islands Employees' Retirement System was established by the Town's Ordinance 226 effective January 12, 1970. The Plan is considered part of the Town's financial reporting entity and is included in the Town's financial statements as a pension trust fund. All full-time general employees and police officers with one year of service are eligible to participate in the Plan. The latest actuarial valuation is as of October 1, 2019 (beginning of year valuation date). Beginning with the October 1, 2009 valuation, separate valuations were performed for the general employees and for the police officers. For reporting and disclosure purposes, amounts are combined, where applicable, from both valuations since it is one plan. Benefit and contribution provisions are established by Chapter 16 of the Town Code and may be amended only by the Board of Trustees, subject to approval of the Town Council. Administrative costs of the Plan are funded through investment earnings.

The Plan is administered by a Board of Trustees comprised of:

- The Town Manager (a permanent member of the Board by Ordinance)
- Two members of the Town Council elected by the Town Council
- A police officer elected by his/her fellow officers
- A general employee elected by his/her fellow general employees

Membership in the Plan as of October 1, 2020 and 2019 (actuarial valuation dates) was as follows:

	2020	2019
Inactive plan members and beneficiaries currently receiving benefits	34	35
Inactive plan members entitled but not yet receiving benefits	6	4
Active plan members	<u>67</u>	<u>61</u>
Total Members	<u>107</u>	<u>100</u>

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 2 – PLAN DESCRIPTION (CONTINUED)

PENSION BENEFITS

Employees become fully vested after 5 years of credited service.

Normal retirement is as follows:

- General employees who retire at the earlier of age 52 with twenty years of credited service, age 55 with ten years of credited service or at age 65 regardless of time of service.
- Police officers who retire at the earlier of age 50 with twenty years of credited service, age 55 with ten years of credited service or at age 65 regardless of time of service.

Under special circumstances, the Plan also provides for delayed retirement benefits and disability retirement benefits. A member may elect to receive in a lump sum at retirement an amount which is the actuarial equivalent of the benefits otherwise payable under the Plan. General employees may elect to receive a partial lump sum equal to any portion of the actuarial equivalent lump sum value of the employee's accrued benefit, with the remaining value, if any, to be paid in the form of a straight-line annuity or in any of the other optional retirement benefit annuity form.

Normal retirement benefits for general employees are based on 1.25% of average final compensation. For police, the multiplier is 1.75% for service before October 1, 2005, 3% after that date and before October 1, 2006, and 3.25% thereafter. For general employees and for police service before October 1, 2005, the multiplier may increase depending upon the members' contribution rate.

For police officers who were employed and accruing credited service on October 1, 2014, the normal retirement benefit rate increased from 3.25% to 3.50% for years of service on or after October 1, 2014.

For general employees who were employed and accruing credited service on October 1, 2015, the normal retirement benefit rate increased from 1.25% to 1.50% for all credited service earned from October 1, 2010 to September 30, 2016, and to 1.75% for all credit service earned on or after October 1, 2016.

A terminating member with less than five years creditable service shall receive his/her contribution plus accrued interest accumulated since initial employment.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 2 – PLAN DESCRIPTION (CONTINUED)

PENSION BENEFITS (CONTINUED)

A police officer may purchase credited service for military service or for service as a police officer for a different employer occurring prior to the member's first or initial employment with the Town, as long as the member is not entitled to receive a benefit for such other prior service as a police officer. The maximum number of years of credited service that may be purchased for prior military and prior police service combined is four years.

CONTRIBUTIONS AND FUNDING POLICY

General employees are required to contribute 2% of their compensation, and may elect to make additional voluntary contributions up to 10%. Effective October 1, 2006, the mandatory contribution for police is 8% and no additional voluntary contributions are permitted. Employer contributions for fiscal years ended September 30, 2021 and 2020 were 23.21% and 25.63%, respectively, of covered payroll. The contribution requirements of the Town for the fiscal years ended September 30, 2021 and 2020 were determined by the October 1, 2019 and October 1, 2018, actuarial valuation, respectively. Pursuant to Chapter 185 of the Florida Statutes, a premium tax on certain property and casualty insurance contracts, written on Town of Bay Harbor Islands properties, is collected by the state and is remitted to the Town. The State of Florida distributes this money to local governments meeting certain eligibility requirements which is intended to purchase supplemental pension benefits for police officers. Refer to the share plan/supplemental benefits note for changes made to this benefit.

In fiscal years 2021 and 2020, \$48,790 and \$51,361, respectively, was received by the Town from the State on behalf of Police Officers (Chapter 185) and recorded as a contribution to the Plan towards funding the actuarially determined annual required contribution for the Plan.

SHARE PLAN / SUPPLEMENTAL BENEFITS

The Town participates in the State of Florida Chapter 185 program. As a participant in the program, the Town is eligible to receive annual distributions of state premium tax collections on property and casualty insurance policies written within the Town limits. Chapter 185 levies a 0.85% tax on all casualty insurance premiums written within the Town limits. The monies received by the Town are for the purpose of providing benefits to or for the exclusive use of police officers. Effective October 1, 2015, the Town and the Dade County Police Benevolent Association agreed to utilize the supplemental benefit assets to increase the normal retirement multiplier to 3.50% and to utilize future Chapter 185 distributions as an offset to the Town's required contributions. As a result, there are no Share plan assets included in the pension trust fund as of September 30, 2021 and 2020.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 2 – PLAN DESCRIPTION (CONTINUED)

DEFERRED RETIREMENT OPTION PLAN (“DROP”)

Effective October 7, 2019, the Board of Trustees approved and amended the Plan documents to include a DROP. Any member is eligible to enter the DROP on or after his or her normal retirement date as defined above. The maximum participation in the DROP is 60 months. However, an extension of a member's participation time in the DROP may be allowed at the sole discretion of the town manager and on a case-by-case basis. If an extension of time is allowed, the manager's approval shall be in writing and it shall specify the amount of time that is approved. A DROP member may separate from service prior to the expiration of the five-year period and can only participate in the DROP once.

Upon commencement of participation in the DROP, (a) the employee does not receive any additional creditable service for pension purposes, (b) the member is not eligible for disability or pre-retirement death benefits and (c) the member's contributions are discontinued. Additionally, the amount of final average salary for calculation of pension benefits is determined as of the date of entering the DROP. No payment is made for accrued unused leave upon entering the DROP, nor shall the amount of accrued unpaid leave be used in the calculation of the amount of pension benefits.

The monthly retirement benefits that would have been payable had the member elected to cease employment and not join the DROP, is credited to the member's DROP account. The money in all participant's DROP accounts is commingled with all other assets of the fund.

For members who enter the DROP on or after October 7, 2019, the member's DROP account is credited with the interest earned by the individual employee's retirement system account for the fiscal year minus administrative fees reasonably incurred by the Town in processing the account.

Upon termination of a DROP member's employment with the Town, the retirement benefits accumulated in the member's DROP account is paid to the member. The balance credited to the member's DROP account shall be payable either to the member or as a direct rollover into any qualified plan that accepts rollovers. All distributions must comply with the Internal Revenue Code and regulations promulgated thereunder.

There were no members who participated in the DROP as of the fiscal years ended September 30, 2021 and 2020.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS

DEPOSITS

In addition to insurance provided by the Federal Deposit Insurance Corporation, all deposits, which include cash on hand, are held in qualified public depositories pursuant to State of Florida Statute Chapter 280, *Florida Security for Public Deposits Act*. Under the Act, all qualified public depositories are required to pledge eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Therefore, all deposits are deemed as insured or collateralized.

INVESTMENTS

The Plan's investment practices are governed by the Florida Statutes and the Plan's adopted investment policy. Florida Statutes and the Plan policy authorize the Board of Trustees to invest in domestic stocks, domestic bonds, international stock, diversified assets, emerging markets and real estate funds. In addition to complying with Plan policy, the Plan applies the "Prudent Person Rule" when executing investment strategies. Investments are made with judgment and care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

To diversify plan assets so as to minimize the risk associated with dependence on the success on one enterprise, the Board of Trustees has decided to employ a multi-manager team approach to investing Plan assets. Asset managers are employed to utilize individual expertise within their assigned area of responsibility. Each manager is governed by individual investment guidelines. The Plan's investment consultant oversees the investment managers and the entire portfolio.

The Plan's asset management structure established by the policy for fiscal years 2021 and 2020 is as follows:

Type	Allowable Range %	Target
Domestic equity	30%-50%	40%
Domestic bonds (fixed income)	25%-60%	35%
International equity	0%-20%	10%
Real estate	0%-15.5%	10%
Emerging markets (international equity)	0%-7.5%	5%

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

The Plan maintains a Master Custodian Agreement, whereby the investment securities are held in the Plan's name by a financial institution acting as the Plan's agent except for its shares in several pooled domestic equity index funds and real estate assets.

Rate of Return

For the fiscal years ended September 30, 2021 and 2020, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 16.99% and 6.59%, respectively. The money-weighted rate of return expresses investment performance, net of investment manager and consultant expenses adjusted for the changing amounts actually invested. Inputs to the internal rate of return calculation are determined on a monthly basis.

Interest Rate Risk

Interest rate risk refers to the portfolio's exposure to fair value losses arising from increasing interest rates. The Plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to market value losses arising from increasing interest rates.

Neither state law nor Plan investment policy limits maturity terms on fixed income holdings. As of September 30, 2021 and 2020, the Plan had the following fixed income investments and its corresponding maturities in its portfolio:

Investments	September 30, 2021				
	Investment Maturities (In Years)				
	Fair Value	Less Than 1	1-5	6-10	Over 10
U.S. Treasuries	\$ 4,054,814	\$ 389,986	\$ --	\$ 3,146,635	\$ 518,193
U.S. Government obligations	1,907,580	--	--	50,935	1,856,645
Corporate bonds	2,375,883	--	1,021,602	1,354,281	--
Total	<u>\$ 8,338,277</u>	<u>\$ 389,986</u>	<u>\$ 1,021,602</u>	<u>\$ 4,551,851</u>	<u>\$ 2,374,838</u>

Investments	September 30, 2020				
	Investment Maturities (In Years)				
	Fair Value	Less Than 1	1-5	6-10	Over 10
U.S. Treasuries	\$ 925,116	\$ --	\$ --	\$ 925,116	\$ --
U.S. Government obligations	2,174,562	939,861	1,084,483	108,325	41,893
Corporate bonds	4,871,312	--	--	4,533,843	337,469
Total	<u>\$ 7,970,990</u>	<u>\$ 939,861</u>	<u>\$ 1,084,483</u>	<u>\$ 5,567,284</u>	<u>\$ 379,362</u>

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

Credit Risk

State law and the Plan's investment policy limits investments in bonds, stocks, or other evidences of indebtedness to the top ratings issued by nationally recognized statistical rating organizations of the United States. The Plan's investment policy limits fixed income investments to a rating no lower than Baa/BBB or equivalent.

The Plan's corporate bonds and agency bonds were all rated "A" or better under Standard & Poor's ratings and at least "A" under Moody's ratings.

Concentration of Credit Risk

The Plan's investment policy prohibits fixed income concentrations greater than 5% in any one issuer with the exception of U.S. Government or agency securities. As of September 30, 2021 and 2020, the value of each position held by the Plan portfolio comprised less than 5% of fiduciary net position.

RISKS AND UNCERTAINTIES

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statements of fiduciary net position. The Plan, through its investment advisor, monitors the Plan's investment and the risks associated therewith on a regular basis which the Plan believes minimizes these risks.

FAIR VALUE HIERARCHY

The Plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 - Investments' fair values based on prices quoted in active markets for identical assets.

Level 2 - Investments' fair values based on observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE HIERARCHY (CONTINUED)

Level 3 - Investments' fair values based upon unobservable inputs.

The following is a description of the fair value techniques used by the Plan over its investments:

Money market funds are reported at amortized cost.

Equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. This includes common stock, American depository receipts (“ADR”), and exchange traded funds (“ETF”).

Debt securities are valued using quoted market prices (Level 1) or using pricing inputs that reflect the assumptions market participants would use to price an asset or liability and are developed based on market data obtained from sources independent of the reporting entity (Level 2).

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE HIERARCHY (CONTINUED)

The following is a summary of the fair value hierarchy of investments as of September 30, 2021:

	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
	9/30/2021		
Investments by Fair Value Level			
Debt securities:			
U.S. treasuries	\$ 4,054,814	\$ 4,054,814	\$ --
U.S. government obligations and corporate bonds	4,283,463	--	4,283,463
Total debt securities	<u>8,338,277</u>	<u>4,054,814</u>	<u>4,283,463</u>
Equity securities:			
Common stock, ADR's, and ETF's	<u>2,518,607</u>	<u>2,518,607</u>	--
Total equity securities	<u>2,518,607</u>	<u>2,518,607</u>	--
Total investments at fair value	<u>10,856,884</u>	<u>\$ 6,573,421</u>	<u>\$4,283,463</u>
Investments Measured at Net Asset Value ("NAV")			
Commingled trust fund	11,262,128		
Real estate fund	<u>2,402,632</u>		
Total investments measured at NAV	<u>13,664,760</u>		
Money market funds (exempt)	<u>650,936</u>		
Total investments	<u>\$ 25,172,580</u>		

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE HIERARCHY (CONTINUED)

The following is a summary of the fair value hierarchy of investments as of September 30, 2020:

	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	
9/30/2020			
Investments by Fair Value Level			
Debt securities:			
U.S. treasuries	\$ 925,116	\$ 925,116	\$ --
U.S. government obligations and corporate bonds	7,045,874	--	7,045,874
Total debt securities	7,970,990	925,116	7,045,874
Equity securities:			
Common stock, ADR's, and ETF's	2,047,312	2,047,312	--
Total equity securities	2,047,312	2,047,312	--
Total investments at fair value	10,018,302	\$ 2,972,428	\$ 7,045,874
Investments Measured at Net Asset Value ("NAV")			
Commingled trust fund	9,681,415		
Real estate fund	2,140,033		
Total investments measured at NAV	11,821,448		
Money market funds (exempt)	353,585		
Total investments	\$22,193,335		

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE HIERARCHY (CONTINUED)

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions.

Investments Measured at NAV

	September 30, 2021			
	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund ⁽¹⁾	\$ 2,402,632	\$ --	Quarterly	N/A
Commingled trust fund ⁽²⁾	<u>11,262,128</u>	--	Daily	N/A
Total Investments Measured at NAV	<u><u>\$ 13,664,760</u></u>			

	September 30, 2020			
	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund ⁽¹⁾	\$ 2,140,033	\$ --	Quarterly	N/A
Commingled trust fund ⁽²⁾	<u>9,681,415</u>	--	Daily	N/A
Total Investments Measured at NAV	<u><u>\$ 11,821,448</u></u>			

⁽¹⁾ *Real estate fund.* This fund is an open-end core real estate fund with a diversified portfolio of income producing institutional properties throughout the U.S.

⁽²⁾ *Commingled trust fund.* This fund's investment objectives are to match the return of the S&P 500, S&P Small-Cap 600, and Russell 1000 stock indexes through investments in substantially all of the stocks contained in those indexes. This investment also seeks long-term growth of capital by investing primarily in common stocks of issuers whose market capitalizations fall within the range of companies within the S&P MidCap 400 Index.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 4 – NET PENSION ASSET OF THE TOWN

The components of the net pension asset at September 30, 2021 and 2020 are as follows:

	2021	2020
Total pension liability	\$ 19,448,054	\$ 19,043,054
Plan fiduciary net position	<u>(25,478,156)</u>	<u>(22,715,536)</u>
Net pension asset	<u>\$ (6,030,102)</u>	<u>\$ (3,672,482)</u>
Plan fiduciary net position as a percentage of the total pension liability	131.01%	119.29%

SIGNIFICANT ACTUARIAL ASSUMPTIONS

The total pension liability was determined using the following actuarial assumptions at September 30, 2021 and 2020:

Discount Rate	7.96%
Inflation	3.00%
Salary increases	4.00% per annum
Measurement Date	September 30, 2021, based on a valuation date of October 1, 2020 September 30, 2020, based on a valuation date of October 1, 2019
Ad-hoc Cost of Living Increases	None
Mortality Rates	September 30, 2021 - Sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table, with full generational projections using Scale MP-2018. September 30, 2020 - Sex-distinct rates set forth in the RP-2000 Combined Mortality Table, with full generational projections using Scale BB.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 4 – NET PENSION ASSET OF THE TOWN (CONTINUED)

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Plan's target asset allocation as of September 30, 2021 and 2020 are summarized in the following table:

Investment Category	Expected Long-Term Real Rate of Return	
	2021	2020
Large cap (domestic equity)	8.3%	5.5%
Mid cap (domestic equity)	9.8%	6.6%
Small cap (domestic equity)	10.6%	7.2%
Fixed Income	2.4%	3.1%
Foreign Equity (international equity)	6.1%	3.3%
Emerging Market (international equity)	11.3%	8.7%
Real estate	6.5%	6.2%

DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.96% for fiscal years 2021 and 2020, respectively. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

NOTES TO FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 4 – NET PENSION ASSET OF THE TOWN (CONTINUED)

SENSITIVITY OF THE NET PENSION ASSET TO CHANGES IN THE DISCOUNT RATE

The following presents the net pension asset, calculated using the discount rate, as well as what the net pension asset would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
September 30, 2021:			
Net pension asset	\$ (3,963,595)	\$ (6,030,102)	\$ (7,760,584)
Discount rate	6.96%	7.96%	8.96%
September 30, 2020:			
Net pension asset	\$ (1,598,587)	\$ (3,672,482)	\$ (5,413,966)
Discount rate	6.96%	7.96%	8.96%

NOTE 5 – TAX STATUS

Plan management and legal counsel believe that the Plan is currently being operated in compliance with the applicable requirements of the Internal Revenue Code.

NOTE 6 – ADMINISTRATIVE EXPENSES

For the fiscal year ended September 30, 2021 and 2020, administrative costs paid by the Plan consisted of the following:

	2021	2020
Professional fees	\$ 17,715	\$ 19,066
Actuarial services	13,650	20,850
Insurance	5,461	5,433
Total Expenses	\$ 36,826	\$ 45,349

REQUIRED SUPPLEMENTARY INFORMATION

**TOWN OF BAY HARBOR ISLANDS
EMPLOYEES' RETIREMENT SYSTEM**

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE TOWN'S NET PENSION LIABILITY (ASSET) AND RELATED RATIOS

	September 30,							
	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service cost	\$ 739,288	\$ 752,678	\$ 786,299	\$ 1,071,650	\$ 1,026,849	\$ 881,514	\$ 758,824	\$ 686,893
Interest	1,553,006	1,530,252	1,850,596	1,279,001	1,180,877	983,968	923,439	851,757
Demographic experience	1,073,343	(642,790)	(477,459)	906,769	(328,634)	(435,741)	(100,632)	--
Changes of benefit terms	--	--	--	8,635	726,619	998,287	--	--
Changes of assumptions	(630,731)	--	(4,786,155)	--	--	1,864,465	--	--
Benefit payments, including refunds of member contributions	(2,329,906)	(1,341,878)	(1,310,542)	(1,688,273)	(893,750)	(1,064,535)	(671,862)	(359,028)
Net Change in Total Pension Liability	405,000	298,262	(3,937,261)	1,577,782	1,711,961	3,227,958	909,769	1,179,622
Total Pension Liability - Beginning	19,043,054	18,744,792	22,682,053	21,104,271	19,392,310	16,164,352	15,254,583	14,074,961
Total Pension Liability - Ending (a)	<u>\$ 19,448,054</u>	<u>\$ 19,043,054</u>	<u>\$ 18,744,792</u>	<u>\$ 22,682,053</u>	<u>\$ 21,104,271</u>	<u>\$ 19,392,310</u>	<u>\$ 16,164,352</u>	<u>\$15,254,583</u>
Plan Fiduciary Net Position								
Contributions - employer	\$ 1,050,617	\$ 1,080,265	\$ 1,004,663	\$ 1,137,266	\$ 874,490	\$ 795,792	\$ 674,623	\$ 922,599
Contributions - employee	372,757	520,770	399,794	345,320	332,750	700,737	271,897	275,817
Net investment income (loss)	3,705,978	1,336,214	651,814	1,558,236	1,705,415	1,506,073	(248,856)	1,185,773
Benefit payments, including refunds of member contributions	(2,329,906)	(1,341,878)	(1,310,542)	(1,688,273)	(893,750)	(1,064,535)	(671,862)	(384,382)
Administrative expense	(36,826)	(45,349)	(38,809)	(37,597)	(33,384)	(37,339)	(31,590)	(31,811)
Net Change in Plan Fiduciary Net Position	2,762,620	1,550,022	706,920	1,314,952	1,985,521	1,900,728	(5,788)	1,967,996
Plan Fiduciary Net Position - Beginning	22,715,536	21,165,514	20,410,342	19,095,390	17,114,069	15,213,341	15,219,129	13,251,133
Plan Fiduciary Net Position - Ending (b)	<u>\$ 25,478,156</u>	<u>\$ 22,715,536</u>	<u>\$ 21,117,262</u>	<u>\$ 20,410,342</u>	<u>\$ 19,099,590</u>	<u>\$ 17,114,069</u>	<u>\$ 15,213,341</u>	<u>\$15,219,129</u>
Net Pension Liability (Asset) - Ending (a) - (b)	<u>\$ (6,030,102)</u>	<u>\$ (3,672,482)</u>	<u>\$ (2,372,470)</u>	<u>\$ 2,271,711</u>	<u>\$ 2,004,681</u>	<u>\$ 2,278,241</u>	<u>\$ 951,011</u>	<u>\$ 35,454</u>
Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	131.01%	119.29%	112.66%	89.98%	90.50%	88.25%	94.12%	99.77%
Covered Payroll	\$ 4,525,693	\$ 4,402,353	\$ 4,645,071	\$ 4,363,540	\$ 4,362,247	\$ 3,962,146	\$ 3,822,792	\$ 3,633,983
Net Pension Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	52.06%	45.96%	57.50%	24.88%	0.98%

Note: Ending Plan Fiduciary Net Position for 2019 excludes \$48,252 related to employer contributions that were accrued after the actuarial valuation was completed.

Note: Ending Plan Fiduciary Net Position for 2017 excludes \$4,200 related to benefits payable to participants that was accrued after the actuarial valuation was completed.

Note: Plan Fiduciary Net Position for 2015 and 2014 excludes \$223,769 and \$198,656, respectively, of Share Plan net position. In fiscal year 2016, Share Plan assets were transferred over to the Plan and are included in the 2016 employer contributions.

N/A means not applicable

This schedule is presented as required by accounting principles generally accepted in the United States of America, however, until a full 10-year trend is compiled, information is presented for those years available.

TOWN OF BAY HARBOR ISLANDS EMPLOYEES' RETIREMENT SYSTEM

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF TOWN CONTRIBUTIONS

Fiscal Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2021	\$ 1,001,827	\$ 1,050,617	\$ (48,790)	\$ 4,525,693	23.21%
2020	1,022,793	1,128,517	(105,724)	4,402,353	25.63%
2019	1,001,806	1,004,663	(2,857)	4,645,071	21.63%
2018	1,086,156	1,137,266	(51,110)	4,363,540	26.06%
2017	816,415	874,490	(58,075)	4,362,247	20.05%
2016	795,792	795,792	--	3,962,146	20.08%
2015	674,623	674,623	--	3,822,792	17.65%
2014	922,599	922,599	--	3,633,983	25.39%
2013	1,145,749	1,145,749	--	3,633,983	31.53%
2012	1,108,878	1,108,878	--	4,161,089	26.65%

Significant Methods and Assumptions Used to Determine Contribution Rates for Fiscal Year Ended September 30, 2021:

Valuation Date: October 1, 2019

Note: Actuarially determined contribution rates are calculated as of October 1, which is 24 months prior to the end of the fiscal year which contributions are reported.

Actuarial Cost Method	Entry-Age Normal
Amortization Method	Level Dollar
Remaining Amortization Period	10 years
Asset Valuation Method	Market Value
Inflation and Other General Increases	3.00%
Salary Increases	4.00%
Discount Rate of Return	7.96%
Retirement Age	Retirement is assumed to occur at normal retirement age.
Mortality	Sex-distinct rates set forth in the RP-2000 Combined Mortality Table, with full generational projections using Scale BB

**TOWN OF BAY HARBOR ISLANDS
EMPLOYEES' RETIREMENT SYSTEM**

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF INVESTMENT RETURNS

	September 30,							
	2021	2020	2019	2018	2017	2016	2015	2014
Annual Money-Weighted Rate of Return, Net of Investment Expense	16.99%	6.59%	3.27%	8.49%	10.16%	10.07%	-1.56%	8.75%

This schedule is presented as required by accounting principles generally accepted in the United States of America, however, until a full 10-year trend is compiled, information is presented for those years available.

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees and Plan Administrator
Town of Bay Harbor Islands Employees' Retirement System

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Town of Bay Harbor Islands Employees' Retirement System (the "Plan") which comprise of the statement of fiduciary net position, as of September 30, 2021 and the related statement of changes in fiduciary net position for the fiscal year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 6, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Plan's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Plan's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Plan's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Miami, Florida
April 6, 2022

AGENDA ITEM REPORT
May 11, 2022

ITEM NUMBER: 3.

ITEM: Consideration and Approval of the following Meeting Minutes:

- a. Regular Council Meeting - March 9, 2022
- b. Regular Council Meeting - April 13, 2022
- c. Organizational Meeting - April 13, 2022

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	03.09.2022 Regular Council Meeting Minutes
2.	04.13.2022 Regular Council Meeting Minutes
3.	04.13.2022 Organizational Meeting Minutes

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

A Hybrid Meeting of the Town Council was held on Wednesday, March 9th, 2022, at 7:06 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

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

The presentation was deferred to the next Council Meeting.

Mayor Fuller presented a proclamation to Council Member Leonard for his years of dedicated service to the Town of Bay Harbor Islands.

Council Member Leonard addressed the Council and thanked his colleagues and staff.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Mayor Fuller requested that Item 5 be deferred to next month.

At this time Town Manager Lasday recognized and commended Finance Director Peter Kajokas for his work in correcting deficiencies in last year's Comprehensive Annual Financial Report and for the Town receiving the GFOA Comprehensive Annual Financial Report Award and GFOA Budget Award.

Mr. Kajokas thanked the manager for the recognition.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Success in Tallahassee with anticipation of receipt of \$197,000 for the Sewer Project, \$362,000 for purchase of a new generator, two resiliency awards for \$500,000-\$600,000, a planned trip to Washington, DC to attend classes pertaining to transportation and cyber security; and to seek federal funds to repair the bridge.
- Outdoor movie night on March 19th.
- Outdoor concert on March 27th.
- Upcoming Parks & Recreation Meeting to review future plans for parks in the

Council Member Yaffe thanked Council Member Leonard for his 12 years of service to the town and wished him well. He further reported on attending the Miami-Dade County League of Cities Meeting where President Corradino gave a presentation on RTC Rapid Transit Zone Corridor. Mr. Corradino also pointed out that the positivity rating for COVID on Monday, February 28, 2022, was down to five (5) percent, and it was lowest at 1.7% in November 2021. Council Member Yaffe also mentioned attending a zoom meeting with Mayor Cava, where the Town Manager and the Assistant Town Manager were present, regarding infrastructure and how they can work together in the county to obtain funding.

Council Member Salver wished Council Member Leonard the best and he welcomed new staff.

Council Member Diallo congratulated Council Member Leonard, wished him well, and thanked him for his years of service to the town. She also welcomed new staff.

Council Member Bruder wished Council Member Leonard well and hoped that he would advocate for the needs of the town, as he moved forward.

Vice Mayor Tricoche welcomed new staff, thanked Council Member Leonard for his service to the town, and announced that the Vacation Rental Ordinance will be heard at the next Council Meeting.

Mayor Fuller reported he attended the town's Employee Appreciation event, and he welcomed new employees. He expressed his appreciation to Council Member Leonard for his constant commitment to the town for many years.

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.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke of preferential religious treatment.

Harry Bruder, 1281 94th Street, came forward and thanked Council Member Leonard for his service.

Mayor Fuller suggested purchasing the gas from a vendor that had ceased doing business with Russia. Council Member Bruder suggested using the local Chevron station. Council Member Salver supported the idea but suggested re-evaluating the rate of compensation for affected employees in general. Town Manager Lasday stated that a survey was conducted regarding the distance employees traveled to work, those able to work from home one day a week to offset the cost, and those who were not able to work at home. Vice Mayor Tricoche was in support of something that was fair and equitable for employees working in the office five days per week.

Harry Bruder, 1281 94th Street, came forward to address the Council and offered \$2,000 to

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.~~
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.
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.
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.
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.
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.

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

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.

Council Member Leonard wanted the Council Members to **keep** in mind that parking is a factor and to consider sustainability (green buildings) as **more development** comes to the town. He hoped that the future Council would provide some level of incentives for stakeholders in the community when they provide **sustainable buildings**.

Vice Mayor Tricoche agreed to having **sustainability** and finding other **incentives** for greener buildings but was not in favor of **reducing parking**.

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.

Council Member Bruder spoke of the importance of the Council reaching a final resolution on Block 11 and of the need for a parking garage there, especially with the lack of parking to **restaurants in the area**.

Council Member Salver spoke of the possibility of a public private partnership with the Landing Hotel to **make part** of their development a municipal garage with the town **donating the land and them donating the construction**; if they were going to redevelop **their property**.

Council Member Bruder stated that the town needs to make a decision on building a garage and **take action** to fix Block 11 and get out of the leases with the property owners, whether **seeking grants** and using money from the Parking trust, if such a decision was made.

Council Member Salver commented that the Block 11 space is small, limited, with not a lot of turning ratio.

Mayor Fuller stated that there would be more space with the conversion of the public works water tank. He clarified that the Landing was keeping the hotel. He mentioned the issue of them trying to submit plans and of a long-standing problem, that could change at some point. He added that he would like to see a public private partnership through a formal proposal. He agreed the Council has to move forward with what needs to be done for the town.

Following discussion, it was the general consensus of the Town Council to move forward as necessary with reclaiming Block 11, continue discussion about the parking garage, and look at public private partnership; if presented.

Council Member Yaffe reported that Miami-Dade County Commission passed a new ordinance earlier this month requiring every condominium association in Miami-Dade County to register with the County, effective immediately, with registration to start in February 2023. The county also passed an ordinance on first reading requiring a 60-day notice for rent increases of more than five (5) percent, with an option to opt out of the lease, and would also require a 60-day notice for termination for month-to-month tenancy, moving forward.

17. **Discussion** requested by Town Council regarding the Kane Concourse sidewalks, and evaluation of alternatives.

Council Member Bruder preferred the concrete with glass design as it was easy to maintain. She suggested getting rid of the palm trees.

Mayor Fuller wanted to make sure that if the palm trees were replaced, information would be provided on trees that would survive the salt air, that the roots would not create a problem, that the trees will grow, the rate of growth, and the ability to prevent them from ripping up the road and the pavement.

Vice Mayor Tricoche suggested checking with Miami Beach since they recently replaced their palm trees.

Town Engineer Custodio mentioned that the town bucket truck is only 40 feet tall, making it difficult to provide maintenance to the palm trees.

Council Member Bruder suggested that staff provide different options for the sidewalk repairs.

Council Member Salver stated that the Florida League of Cities in partnership with NASA is working on element for sidewalk that looks like glass/concrete, and suggested Mr. Custodio contact them for information on the project.

Council Member Leonard suggested that the water lines and electrical signs be revisited when the sidewalks are repaired, because the connectors are needed for watering the plants and for the holiday lights.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and reminded them to consider flood gates when repairing the sidewalks.

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

A Hybrid Meeting of the Town Council was held on Wednesday, April 13, 2022, at 6:46 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 D'Amico
Council Member Isaac Salver	Council Member Robert Yaffe

SPECIAL PRESENTATION:

2. Presentation by Miami-Dade County Fire Department to increase community outreach.

A presentation was not made.

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

Mrs. Gomez made the presentation to the Council.

Mayor Fuller congratulated Council Member Diallo, as an outstanding teacher and outstanding representative for young students, with their success at the FTX Charity Hackathon, where both groups of her students received over \$550,000.

Council Member Diallo expressed appreciation for the recognition and mentioned she and the students were recognized at the School Board Meeting today. She stated that their school was the only one in Miami-Dade County to have teams participated in the final five, and all students received \$15,000 scholarships totaling almost \$750,000. She explained their projects that will impact the community by pairing senior citizens with high school seniors and the "Hear Me Out Project" which will blend music therapy with music instruction, as an after-school program.

4. Report on the Town Investment performance. Presentation will be provided by Gerardo Rodriguez of BNY Mellon Wealth Management.

Mr. Rodriguez provided an update on the Town's tax revenues as follows:

As of February 2022:

- The Contingency Fund had a market value of \$1,790,604; the General Fund \$3,179,614 and the Water Fund \$1,911,200 for a total of \$6,81,418 with an annual estimated income of \$129,107 for the combined accounts.
- The average current yield for the three portfolios was 1.9% compared to the Bloomberg Barclays aggregate of 1.93%; the average yield to maturity was 1.75% compared to the Bloomberg Barclays aggregate of 1.97%. The average duration of the combined portfolio was 3.73 years compared to the index of 4.09 years.
- The first quarter return up to February 2022, the Contingency Fund was down 1.88%, the General Fund was down 1.89% and the Water Fund was down 1.87% versus the index being down 2.08%.
- The annualized return since inception, the Contingency Fund was up 4.02% versus 4.19% for the Bloomberg Barclays aggregate index; the General Fund was up 4.04% versus the Bloomberg Barclays index of 4.20% and the Water Fund was up 4.09% versus 4.18% for the index.

Council Member Salver asked Mr. Rodriguez if the Town should revisit its investment policy, and he said no.

At this time, Mayor Fuller welcomed new Council Member Teri D'Amico.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Council Member Yaffe deferred Item #7, the Minutes of the March 9, 2022 Council Meeting.

Council Member Salver requested that Item #19 be heard with the Litigation Committee Report.

Vice Mayor Tricoche requested a future agenda item regarding the setbacks on the east island.

Mayor Fuller deferred Item #18 because one of the resumes was not included in the online agenda package.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Outdoor movie nights on April 23rd and May 14th at 8:00 p.m.
- Town Picnic on April 24th from 1:00 p.m. to 5:00 p.m.
- Car Show on May 15th on Kane Concourse from 10:00 a.m. to 1:00 p.m.

- First Annual Touch A Truck from 10:00 a.m. to 12:00 noon; Concert in the Park at 7:00 p.m., and Cleanup Day from 8:00 a.m. to 10:00 a.m. on May 22nd.

The Town Manager stated that events are not typically held after May. And she solicited the Town Council's input on whether to continue the events during the summer. There was no objection to holding off on events in the summer.

- ICW Bridge closure for repairs on Thursday night from 10:00 p.m. to 6:00 a.m.
- She complimented the Police Department for a 25% decrease in violent crimes and a 38.2% decrease in property crimes; and particularly thanked Nicole Blanco, Analily Perez, Jill Smith, Corporal Candelmo, Dianaro Lugo, Deputy Chief Noel, and Chief Diaz for their hard work on the accreditation process. The Manager informed the Council that she and the mayor will be traveling to Orlando to testify on getting the police accreditation.
- New Satellite Office at the Community Center.

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

Council Member Diallo reported on attending "Get into Miami Tech" event and Debbie Wasserman Schultz Sister Circle event.

Council Member Bruder thanked the Town Manager and the Police Chief for setting up the police station at the Community Center. She announced the town's Summer Camp with registration commencing on Monday; commended Council Member Diallo for her outstanding work as a teacher (and previously Teacher of the Year) and for inspiring kids to succeed, especially during this difficult time.

Council Member D'Amico thanked everyone and looked forward to representing the community. She also commended Council Member Diallo.

Council Member Yaffe congratulated Council Member Diallo. He also reported on attending the Miami-Dade County League of Cities Meeting in Key Biscayne, where a presentation was made on a new ordinance adopted by Miami-Dade County that will affect every condominium association in the county. He requested that information on the ordinance be placed in the Town's *Newsletter*, and he thanked the Police Department for their community policing.

Council Member Salver welcomed new Council Member Teri D'Amico. He congratulated Council Member Diallo, spoke of her outstanding accomplishments, including Teacher of the Year, and thanked her for great representation of the community.

Vice Mayor Tricoche echoed the same congratulations and expressed thanks for her re-election as Vice Mayor. She urged everyone to be safe and careful during the holidays.

Mayor Fuller congratulated Council Member D'Amico on her election and Council Member Diallo on the wonderful things she is doing with the students. He further thanked his colleagues for electing him as Mayor for another year. He reported on ongoing efforts to address the increase of planes that are flying over the Town, to prevent them from interfering with the residents' way of life and of the Eleventh Circuit Court granting oral arguments in the matter, that is set for early June.

Mayor Fuller further mentioned his attendance at the Miami-Dade County League of Cities Meeting and of the town working diligently on a location for the artificial reef as to what can be done environmentally for the area and at the same time create an attraction for the residents.

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.

Ree Kelly, 9881 East Bay Harbor Drive, came forward to address the Town Council and spoke about antisemitism and anti-Christian attitude in the town.

Frances Neuht, 1060 Kane Concourse, came forward to address the Council and spoke about an overwhelming Bal Harbor Shops Garage construction on 96th Street, workmen roaming the streets without wearing masks, and of issues surrounding the April 5th town election.

Joyce Green, 1360 99th Street, came forward to address the Council and spoke about numerous houses on the westside are being flipped for profit; expressed concern about the lack of unity in the town; urged the Council to work together to continue doing good things for the community, and was pleased with the community policing.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward to address the Council and thanked and apologized to Council Member Salver, thanked the Town Manager for the landscaping at the Community Center, thanked employee Joel Jacoby, and commended and congratulated the police on the accreditation. She stated that she did not experience antisemitism in her neighborhood.

Vincent Martino, 1050 93rd Street, came forward to address the Council and congratulated new Council Member D'Amico and the Town Council. He spoke about inactivity at the Sofie project and inquired about the status of the construction.

Council Member Yaffe responded that the Sophie matter will be addressed by the Town Attorney under his report on the Litigation Committee Meeting, as the property was a subject of that meeting. He added that there were certain administrative matters that needed to be resolved before they could move forward.

Mr. Martino stated that rat baits were not placed at the abandoned Forum property and at the Sophie property as promised by the town; and after complaints of rats being in those areas, his condominium association incurred \$11,000 for placing the rat baits and wanted to know if he was entitled to reimbursement. He was directed to his legal counsel with his reimbursement question.

The Town Manager will follow up on the rat issue at the Sophie and the Forum properties and report to the Town Council.

COMMITTEE REPORTS:

5. Report from the Parks and Recreation Committee regarding the March 30, 2022, meeting.

Kathleen Kennedy, Committee Chair, reported on the Committee's recommendations from the March 30th meeting:

- Add space in the park for paddleboard and kayak rentals (\$19.00).
- Include a Bingo Night event in next year's budget.
- Approve seniors overnight visit to Saint Augustine, Florida
- Hold a St. Patrick's Day event for next year's budget.

Vice Mayor Tricoche suggested the Committee revisit some of the programs that were set aside during COVID, if the numbers continue to improve.

Mayor Fuller stated his preference for rental or borrowing of the equipment, regarding the kayak launch at the park. He stated that since the amenities would be for Bay Harbor Islands residents only, there should be something like a community loaner for the kayaks and paddleboards that doesn't cost \$19 each time someone wanted to go out. He also stated there should be some form of racks for individual storage. Additionally, he referred to the plans which has ADA access, but no direct access for someone who did not have a disability and would like the design to be accessible to all. He also felt there should be fewer parking spaces for this event.

Vice Mayor Tricoche suggested an ADA accessible space. She preferred exclusive rentals, rather than allowing personal storage on public property.

Mayor Fuller expressed concern about difficulties with loading and unloading if that were the case.

Council Member Salver stated that he had been approached by residents about retrofitting the tennis court for pickle ball.

The Parks & Recreation Committee will continue discussion on the matter and report back to the Council

Mrs. Kennedy asked about the Council's feeling on the suggestion for the overnight trip to St. Augustine; and there was consensus for the event.

Vice Mayor Tricoche suggested the parking behind 1111 Kane Concourse be retrofitted for a pickle ball court.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about the park on 92nd Street and on Kane Concourse shown on the design without the parking, lack of upkeep of the park property with seawall collapsed, and of issues with parking.

PUBLIC COMMENT CLOSED

6. Report on Litigation Committee's April 1st, 2022, meeting by Town Attorney Joseph S. Geller.
19. **Discussion** and **Possible** action regarding the Litigation Committee. Introduced by Council Member Stephanie Bruder.

Town Attorney Geller reported on the April 1st Litigation Committee (“Committee”) Meeting that consisted of Chair, Council Member Robert Yaffe and Vice Chair, Council Member Isaac Salver. It was noted that former Council Member Jordan Leonard had resigned from the Committee prior to the expiration of his term of office.

The following matters were considered before the Committee:

Ramona Pereira, 1001 91st Street, Apt. #311, offered a settlement of \$1,000 on a \$8,152 fine imposed by the Special Master. She was apologetic and asked the Committee to accept the amount. The Committee agreed to the \$1,000 settlement amount; and once the payment is made, the Satisfaction of Lien will be recorded.

Cyneri Properties, Inc., 1025 93rd Street. The property was represented by legal counsel, Eric P. Stein. The Special Master had recommended a fine of \$3,675 and the applicant proposed a lower amount in settlement. The Committee did not accept his offer but agreed to accept \$500 based on the circumstances he explained.

BHI The Club 2 LLC, 1047 92nd Street and 1055 92nd Street also known as the Sophie. The property was represented by legal counsel. The matter involved several case file numbers, and collectively the amount of fines was \$1,115,100. Claims of Liens were imposed, and the applicant proposed a 10% settlement of \$111,510 and requested to pay 50% down and 50% at a later date. The Committee declined their offer and agreed to accept \$381,375 with full payment to be made within 60 days after closing.

Council Member Yaffe explained the code enforcement process, with the purpose of the fines to obtain compliance; and once the owner complies, the Special Master, under the Town Code, has the authority to mitigate the fines up to 50%; and if the property owner wished to seek further reduction, their recourse is to plead their case to the Litigation Committee, or take the matter to court if they are not satisfied with the Committee’s decision. He stated that a member of Code Enforcement was present at the Committee Meeting, as well as the Town Attorney, who provided input on the history of the case. In regard to the Sophie project, they could not proceed unless the liens on the property were resolved. The Committee wanted them to move forward with the project and clean up the site and fashioned a resolution where they paid a substantial amount of money. Plus, they are required to pay more money in permit fees.

Additionally, the Committee wanted to stand firm on its determination that the Sophie needed to pay something to compensate the town and the community for the condition of their property over a period of time and allow them to move forward, at the same time. He stated that Council Member Salver had suggested the amount of money be reasonable to obtain satisfaction of the liens, so they could move forward.

Council Member Salver explained that he had applied an IRS concept that he is familiar with based on his vocation as a Tax CPA, by charging the one highest amount from the list of fines that had accumulated over the last few years. He felt that the monies should have been distributed around the structures of the Sophie property to mitigate for the impact to those properties over the past two and a half years, rather than to the town.

Council Member Bruder thanked the members of the Litigation Committee for their service but felt the Town Council should ratify the Litigation Committee's settlement agreements. She believed she would have reached a different outcome considering the years the Sophie failed to act, after being contacted by the town, plus the impact on the nearby residents from the condition of the property. She suggested the Town Council should ratify the action of the Litigation Committee and believed part of the negotiation might have been to put money aside for the services that were needed, as a result of the condition of the Sophie building, if she were involved.

Council Member Yaffe stated that the Committee did discuss the possibility of the matter going before the Town Council, and he thought it was a good idea. But they wanted to have the matter settled, so the Sophie could move forward. Plus, the Committee Meetings are not held often, and sometimes it's important to resolve the issues as soon as possible. He stated that a replacement for another Council Member was needed to reconstitute the Committee.

Mayor Fuller liked the idea of the Town Council ratifying the Litigation Committee settlements for a certain threshold dollar amount.

Vice Mayor Tricoche agreed the amount discounted by the Special Master should remain and the settlement issues should be addressed by entire Town Council.

Town Attorney Geller stated that the Sophie had 60 days from closing to pay the fines, but they have to obtain the permits to start construction.

Council Member Yaffe explained that the plans were submitted; and the permits are ready to be issued, but the issue of the fines had to be resolved and the permit fees had to be paid. He stated that one of the reasons he didn't want any further delay was for the property to be cleaned.

Council Member Salver stated that the Committee began deliberation on the Sophie item and taking the matter to the Town Council was mentioned, because of the profound effect the project had in the neighborhood. He stated that he did not have a problem with Council Member Bruder's suggestion, but wanted to keep the Litigation Committee intact, because the Special Master can mitigate fines up to 50%.

Council Member Bruder asked if they would have to come back for review, if the plans and the design were not up to Code, since they have to come back and get new permits, and if there was underground parking. It was noted that the plans have been approved and there is no underground parking.

Mayor Fuller stated that he wanted the project to move forward but, they could take advantage and delay it.

Town Attorney Geller explained that their permits had lapsed, they had resubmitted their applications, and has to pay permit fees of approximately \$400,000, plus the \$381,375 in fines. And because the permit lapsed, they will pay a double permit fee, must comply with all current codes; and will not be issued a building permit if they fail to do so.

Council Member Bruder asked if anything can be done to address the surrounding properties regarding the damages that they incurred due to the condition of the Sophie property.

Town Attorney Geller stated that liens were placed against the property that were running on a daily basis and are now settled. And nothing prevents Code Enforcement from enforcing the town's laws, as they can issue citation for new problems.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and stated that the three Litigation Committee Members should have been in attendance and thought the Committee had accepted the 10% settlement. She commented that development was being done on a site plan that was approved in 2016 with 8 TDR's without Council's approval on the parking; that previously approved lifts are now rusted; and that the Altair Hotel was using parking lifts as storage.

It was clarified that the Sophie had offered 10% settlement, was fined \$381,375 instead, and former Council Member Jordan Leonard had resigned from the Committee, prior to the expiration of his term of office.

PUBLIC COMMENT

Vincent Martino, 1050 93rd Street, came forward to address the Council and asked if there was information on when the project would commence.

PUBLIC COMMENT CLOSED

Council Member Salver responded that if they closed on the property, receive their funding, and obtain the permit; they could start construction.

Town Attorney Geller explained that the Sophie has a limited time period, once they pull the permit, and will not get to keep the reduction amount in fees, unless they pay close to \$400,000, plus \$425,000 in permit fees for the permit to be issued. If they do not continue to upkeep the property, they could be fined again.

Mr. Martino referred to the load of wood sitting on the property, with the storm season approaching.

Mayor Fuller stated that if they do not pay the settlement amount within 60 days, the fines will return to the full amount.

PUBLIC COMMENTS

Harry Bruder, 1280 94th Street, came forward to address the Council and stated that the Litigation Committee should stay in place, but issues relating to development should be the responsibility of the Town Council. He congratulated new Council Member D'Amico and commended Council Member Diallo for her accomplishments and for her excellent service to the community. He referred to previous comments made about antisemitism as isolated incidents.

PUBLIC COMMENTS CLOSED

It was the consensus of the Council for the Town Attorney to provide an ordinance at the next Council Meeting to require mitigated fines in excess of \$75,000 to be submitted to the Town Council for ratification.

16. **Discussion and Possible Action** regarding a cost proposal from Chen Moore & Associates (a continuing services engineering firm for the Town) in the amount of \$66,556.45 to build a new Public Works Facility on the existing 95th Street parking lot, sponsored by Council Member Bruder.

Council Member Bruder reported that she attended a meeting regarding building a garage and fixing Block 11, which would require moving storage and Public Works to another area. Options discussed for the Council's input to make a decision was for either storage and/or adding a small gym for the police officers, since the one that was being used is no longer available.

Council Member Yaffe asked if the proposal called for incorporating parking into the new parking facility, and not just storage for public works.

Council Member Bruder explained that the plan was to make a portion of the area into Public Works with a gym, with the remainder for parking.

Council Member Salver supported the idea of having space for a gym but wanted it to be for all town employees; other Council Members concurred.

PUBLIC COMMENTS

Frances Neuhut, 1060 Kane Concourse, came forward and addressed the Council on the parking needs of the Business District.

Council Member Bruder explained the request to move Public Works and add a gym because of plans to incorporate the existing Public Works and into a parking garage, which would solve the issue with Block 11 parking and would provide a parking structure, that is desperately needed.

PUBLIC COMMENT CLOSED

Discussion followed regarding the amount to build the garage; clarification that the amount was for an engineering study to build the garage; if a garage could be built on 95th Street; clarification of the proposal to take a portion of the open flat parking lot with parking to put a new Public Works Building and level the existing Public Works Building and the small lot to put a parking garage; no reference was being made to 95th Street; part of the parking lot to remain and part would have a new Public Works Building with a gym; whether a study could be done to understand where the spaces are going from the Parking Trust; and plans to use funds from the Parking Trust to build the garage.

ACTION: Council Member Bruder made a motion to move forward and expend the \$66,556.45 for the study to build a new Public Works facility. Vice Mayor Tricoche seconded the motion, which passed unanimously on a poll vote.

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.)*

7. ~~Consideration and Approval of the Minutes of the March 9, 2022, Regular Council Meeting. A copy of the draft Minutes is attached.~~

This item was deferred to the next Council Meeting.

8. **Consideration and Approval** of a Resolution adopting Title VI Plan update for the Town of Bay Harbor Islands. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that” no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d).

**A RESOLUTION OF THE MAYOR AND THE TOWN
COUNCIL OF THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, ADOPTING TITLE VI PLAN
UPDATE FOR THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, PROVIDING FOR AN
EFFECTIVE DATE.**

9. Approval to advertise a Request for Proposals for project BHI - 222 Irrigation and Landscape Maintenance.
10. Authorization for the Town to enter into an Interlocal Agreement with Miami-Dade County concerning additional NPDES testing services.

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda. Council Member Bruder seconded the motion, which passed unanimously on a poll vote.

Council Member Salver left the meeting at this time, around 8:46 p.m.

Discussion and Possible Action regarding appointments/re-appointments to the Parks and Recreation Committee for the 2021-2023 Term.

Vice Mayor Tricoche reminded the Council that whoever is appointed to any town board would represent the town, and their actions and behavior would be representative of the town.

11. **Consideration and Approval** to enter into a 10-Year Agreement with Florida Power & Light (FPL) for the installation of 240 KW Electric Vehicle Fast Chargers at No-Cost to the Town. FPL will provide design, evaluation, materials, and maintenance (including the cost of electricity). Enclosed is a copy of the supporting documents.

Mayor Fuller believed the information provided was incomplete with a blank Exhibit B form, no specific locations included, it binds the Town in different ways, contains language regarding automobile insurance, and should include a cap on price-something that will protect the residents with some form of market pricing to dictate they will get a good deal by using the charging stations.

Town Attorney Geller and the Town Manager will renegotiate the terms of the agreement with FPL.

Vice Mayor Tricoche stated that the Town had looked at solar powered stations and wasn't certain that FPL had a component of solar powered stations that are sustainable and usable.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and questioned the location of the parking lots where the charging stations will be located; and spoke about the town's requirement to have FPL underground wiring and the placement and direction of telephone lines.

PUBLIC COMMENT CLOSED

Council Member Yaffe inquired about the Charter & Ordinance Committee and was informed that only one person had applied. It was noted that the advertisement for members is continuing.

ORDINANCES ON SECOND READING:

12. 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 second 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.**

Town Attorney Geller reported that the ordinance was held up to see if there would be any further changes by the State and there were none. He stated that the ordinance is a little aggressive in the bounds of what can be done; and it goes beyond what other municipalities have done, but other municipalities have also done what the town has adopted in terms of being able to enforce the rules. He believed it would stand up in court, if challenged.

PUBLIC COMMENT

Frances Neu hut, 1060 Kane Concourse, came forward to address the Council and spoke about Airbnb's being a problem to the neighborhood.

PUBLIC COMMENT CLOSED

Vice Mayor Tricoche explained that the State pre-emption prevents the town from removing vacation rentals; and the purpose of the ordinance was to provide the ability to control, suspend, and revoke licenses, as the State's position is that they are businesses. So, they should be operated and be treated as such.

Council Member D'Amico commented on the aggressiveness of the ordinance, which she felt was important in such a small town and would serve in making people consider, before moving forward. She also referred to the fact that emergency contacts will be provided, so that any issues could be immediately addressed.

Mayor Fuller explained that the intent was not to eliminate these businesses, but to treat them as other businesses in the town.

ACTION: Vice Mayor Tricoche made a motion to approve the ordinance on second reading. Council Member Diallo seconded the motion, which passed 5-0 on a poll vote. Council Members Bruder and Salver were absent.

DEFERRED ITEMS:

13. **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.

Town Manager Lasday explained that the current duties of the Town Clerk were laid out when a compensation study was done a few years ago, and many elements of the duties should be handled by the Building Department, the Town Manager's Department, and the Finance Department. She stated that there are areas outside the scope of the typical duties of the Town Clerk. She referred to a survey that was conducted, which indicated that Business Tax Receipts (BTR)

were not handled by the Clerk. She noted that Section 13-4 of the Town Code would need to be amended to move the BTR's from the Town Clerk.

Town Manager Lasday stated that the recommendation is to limit the Town Clerk's responsibilities to true clerk duties as follows:

- Respond to inquiries from the public and provide requested information regarding town clerk office operations, agendas, and public hearing notices.
- Prepares and distribute Council Meeting Agendas, attends meetings, provide administrative support to the Council and all boards and committees, records all Minutes and all official actions of the Town Council, Boards, and Committees.
- Prepares all advertisements and all public notices for publication required.
- Serves as custodian of all Ordinances, Resolutions, Contracts, deeds, and other documents of the town.
- Responds to Lien Searches, prepares lien recordings, and files lien releases.
- Ensures the timely processing of Public Record Requests in compliance with Florida Statutes.
- Serves as Supervisor of Elections and a member of the Canvassing Board.
- Coordinate the services of Poll Workers; set the Election Calendar; provides information to candidates; and keep abreast of changes in the election laws.
- Public Records Management and serves as Records Custodian, Records Management Liaison with the State Department of Library Services.
- Maintain and dispose of records in accordance with State law.
- Documents and publishes Ordinances and Resolutions.
- Codifies Town Ordinances, maintain Town Clerk information on the website, including notices of election, bids, and events.
- Performs other responsibilities as required.

In addition to those functions listed above, the Town Clerk responds to inquiries regarding code compliance, zoning matters, proposed developments, assists staff, developers, attorney, and citizens with the Town Code and zoning questions, prepares all ordinances and resolutions, which should be handled through the Building Department,

Code Department, or by the Town Attorney.

The Town Clerk also approves and oversees administration of Business Tax Receipts, permits and lien searches. The Business Tax Receipts are typically handled by the Planning or Building Department.

Council Member Bruder suggested that Business Tax Receipts be moved to the Finance Department and the zoning responsibilities to the Building & Zoning Department. She thanked Acting Town Clerk Yvonne Hamilton for her service and help through the transition of not having a Town Clerk.

Council Member Tricoche made a motion to approve the recommendation based upon the suggested list of responsibilities outlined. She stated that the educational requirement for the Town Clerk's position is a bachelor's degree and wanted to know if other municipalities required a master's degree, as she thought it was a fair to have a higher level of education for someone who had responsibility over so many matters.

Council Member Bruder stated that she had looked into the matter and in speaking with different municipalities learned it was difficult to find a qualified clerk and the educational requirement was a bachelor's degree.

Mayor Fuller was okay with qualifications of a master's degree or five years' experience as a Municipal Clerk.

Vice Mayor Tricoche suggested that a national search be conducted.

Council Member Bruder seconded the motion to approve the changes to the position.

Town Attorney Geller stated that the TDR's should not be with the Town Clerk's Office.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Town Council and thanked the Town Manager for addressing the matter of the responsibilities of the Town Clerk. She alleged previous Town Clerk wrong doings of tampering with the Minutes and the Council refusing to give her an appeal; and questioned what should be done regarding the matter.

PUBLIC COMMENT CLOSED

There was discussion on future virtual Council Meetings, and it was the consensus of the Town Council that zoom not be utilized. Since zoom was being done to accommodate House Representative Wasserman Schultz, it was suggested that some other format like video conferencing be utilized. The Town Manager will look into other options.

ACTION: Vice Mayor Tricoche made a motion to approve the recommendation for the change in the Town Clerk's responsibilities as outlined by the Town Manager. Council Member Bruder seconded the motion, which passed unanimously.

At this time, the Acting Town Clerk announced the results of the members elected to the Parks & Recreation Committee: Megan Blenet, Kathleen Kennedy, Aileen Stratford McDermott, Kamm Trumble, Linda Zilber, Viga Gewert and Alex Rangel.

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

ACTION: Mayor Fuller made a motion to keep the same representatives, Council Member Yaffe as the Director, and Council Member Diallo as the Alternate Director. Vice Mayor Tricoche seconded the motion, which passed unanimously.

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

14. **Consideration and Approval** of a rate increase for the Town's Shuttle service contract with LSF Shuttle Inc.

PUBLIC COMMENT

Ken Eskin, 1310 99th Street, attended via zoom and wanted to ask a question on solar power chargers regarding Item 11. The item was deferred.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the item. Council Member Diallo seconded the motion, and it passed unanimously.

15. **Discussion and Possible Action** regarding appointments/re-appointments to the Design Review Board for the 2021-2023 Term.

This item was deferred to the next meeting, because one of the resumes was missing from the online agenda package.

20. **Discussion and Possible** action regarding the Town's 75th Anniversary event.

Mayor Fuller explained that the concept was to have a larger festival later in the fall. A list of event will be provided to the Town Council.

There being no further business to address the meeting was adjourned at 8:46 P.M.

MAYOR

ATTEST

ACTING TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A HYBRID SPECIAL COUNCIL MEETING
ORGANIZATIONAL MEETING**

A Hybrid Meeting of the Town Council was held on Wednesday, April 13, 2022, at 6:00 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua D. Fuller	
Vice Mayor Elizabeth Tricoche	Council Member Stephanie Bruder
Council Member Molly Diallo	Council Member D'Amico
Council Member Isaac Salver	Council Member Robert Yaffe

1. Acceptance of the Certification of Elections presented by the Acting Town Clerk as Supervisor of Elections and Canvassing Board Member, pursuant to Section 6-7 of the Town Charter.

ACTION: Council Member Stephanie Bruder made a motion to accept the Certification of the Election Results electing Teri D'Amico as Council Member. Vice Mayor Elizabeth Tricoche seconded the motion, and it passed unanimously.

2. Administration of Oath of Office to the newly elected Council Member, by the Acting Town Clerk.

Acting Town Clerk Yvonne P. Hamilton administered the Oath of Office of Council Member Teri D'Amico.

3. Distribution of annual compensation to Town Council Members pursuant to Section 2.06 of the Town Charter.

The annual salaries were issued to the Town Council Members, and it was the consensus to donate the monies to Ruth K. Broad K-8 Center Parent Teachers Association (PTA).

4. Selection of a Mayor by the Town Council, pursuant to Section 2.02 of the Town Charter.

ACTION: Council Member Robert Yaffe made a motion to elect Joshua Fuller as Mayor. Council Member Stephanie Bruder seconded the motion, and it passed unanimously.

5. Selection of a Vice Mayor by the Town Council, pursuant to 2.02 of the Town Charter.

ACTION: Council Member Robert Yaffe made a motion to elect Elizabeth Tricoche as Vice Mayor. Council Member Stephanie Bruder seconded the motion, and it passed unanimously.

6. Administration of the Oaths of Office to the Mayor and Vice Mayor, by the Acting Town Clerk.

Acting Town Clerk Yvonne P. Hamilton administered the Oath of the Office of Mayor to Joshua Fuller.

7. Consideration and Approval of a Resolution appointing a Town Attorney and an Assistant Town Attorney. Enclosed is a copy of the draft Resolution.

ACTION: Council Member Yaffe made a motion to approve the Resolution with a \$15,000 retainer fee and \$225 per hour for special matters. Council Member Salver seconded the motion, and it passed unanimously.

8. Administration of the Oaths of Office to the Town Attorney and Assistant Town Attorney, by the mayor.

Mayor Joshua Fuller administered the Oath of Office of Town Attorney to Joseph S. Geller.

ADJOURNMENT

There being no further business to address the meeting was adjourned at 6:21 P.M.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 4.

ITEM: Consideration and Approval to award and enter into an Agreement with DebrisTech, LLC for a two-year period and an optional one-year renewal for Disaster Debris Monitoring Services. DebrisTech will be responsible for the overall monitoring of any debris collection by the Town's Disaster Debris Collector, in accordance with the Stafford Act and FEMA policies and guidelines. Enclosed is a copy of the proposal received by DebrisTech, LLC.

DESCRIPTION:

On February 21, 2022, The Town issued the Request for Proposals (RFP) for Disaster Debris Monitoring Services. The RFP's scope of work is for the Monitoring Services and FEMA Reimbursement support. March 31, 2022 was the deadline for interested parties to submit proposals. The Town received one (1) proposal from DebrisTech, LLC. The proposal package and references were reviewed, and this firm has extensive hurricane monitoring services experience in Florida, Louisiana, Mississippi and Puerto Rico, among other places.

Work under this project will include support to the Town during a disaster recovery effort. DebrisTech, LLC. will be responsible for the overall monitoring of debris collection performed by the Town's Disaster Debris Collector in accordance with the Stafford Act and FEMA policies and guidelines. DebrisTech, LLC will coordinate with the Town and the Disaster Debris Collector to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

This firm utilizes a software that eliminates paper copies expediting the FEMA reimbursement process based on previous experiences in other locations. Having an independent firm to monitor the debris collector contractor and certify the amount of debris being removed will meet the FEMA requirement. Enclosed is a copy of the proposal by DebrisTech, LLC.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This was not a budgeted item in the FY21-22 Budget. This contract will only be used when a Declared Emergency is approved by the President of the United States and FEMA is activated.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Debristech Proposal - Bay Harbor Islands
----	--



DEBRISTECH



BAY HARBOR ISLANDS, FL

BID FOR PROJECT NO. - BHI - 223
DISASTER DEBRIS MONITORING SERVICES

DUE: THURSDAY, MARCH 31, 2022 AT 3:00 P.M.

Prepared by:

DebrisTech, LLC
925 Goodyear Blvd
Picayune, MS 39466

Contact:

Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Protecting Communities. Leading Recovery.





LETTER OF SUBMITTAL

To the Evaluation Committee of Bay Harbor Islands:

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. The individuals comprising the DebrisTech team possess direct and relevant experience in the field of disaster response and recovery, specifically disaster debris monitoring. Our principal engineers come to the table with a combined half-century of experience in dealing with FEMA, disasters, and debris removal monitoring.

Experienced management must take place to navigate the after-effects of any storm. Their role will be to put years of professional emergency and disaster management to work for every client. A unique, integral, but non-human part of our team is our Automated Debris Management System. Our ADMS incorporates cutting edge technology and industry-first process automation, which serves as a real-time audit system for all debris removal operations. This core of our services is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

DebrisTech is capable of providing our clients with fully compliant debris monitoring and removal contractor invoice reconciliation. Our FEMA certified project management team implements FEMA compliant documentation methodology and innovative reporting technology for all of our clients across the country. Load data is collected and reported to the management team in real-time. This feature combined with our debris monitoring experience makes us uniquely qualified to fulfill any debris monitoring scope of work for any client.



I, along with a seasoned and highly capable project management team, will be handling the day-to-day debris monitoring requirements of your project as representatives of DebrisTech. From our headquarters in Picayune, MS, we have responded within 48 hours to every contract activation and we are prepared to do the same for all future clients. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator either by phone: **601-658-9598**, or by email: **brooks@debristech.com**.

Thank you,

Brooks R. Wallace, P.E.
Founder and Managing Principal



PROPOSAL STATEMENT

This proposal will fully meet the proposal requirements and will satisfy the evaluation factors as set forth by this Bid for Project - BHI - 223. DebrisTech, LLC, will document and highlight our expertise and achievements in the following areas:



Executive Summary



Experience and Qualifications



Approach to Scope of Work



References



Minority (MBE) Participation



Subcontractors



Required Forms



TABLE OF CONTENTS

Submittal Letter	3
Proposal Statement.....	4

Executive Summary

Firm Overview	8
Organizational Structure	12
Personnel Resumes.....	13

Experience and Qualifications

Project Experience	26
Florida Projects	27
Hurricanes Matthew and Irma	28
Recent Projects.....	34

Approach to Scope of Work

Project Approach.....	38
ADMS.....	44
Geo-Fencing.....	46
Project Approach.....	49
Sample Reports	50

References

Jacksonville Beach, FL	66
Neptune Beach, FL	67
Ashland, KY	68
Mustang, OK	69



TABLE OF CONTENTS

FEMA Reimbursement Experience	70
-------------------------------------	----

Minority (MBE) Participation

Minority (MBE) Participation	72
------------------------------------	----

Affirmative Action Plan for All Personnel	73
---	----

Subcontractors

Listing of Proposed Subcontractors	76
--	----

Required Forms

Pricing Schedule	78
------------------------	----

Litigation	79
------------------	----

Proof of Insurance	80
--------------------------	----

Audited Financial Statement	82
-----------------------------------	----

Required Attachments	87
----------------------------	----



EXECUTIVE SUMMARY



DEBRISTECH



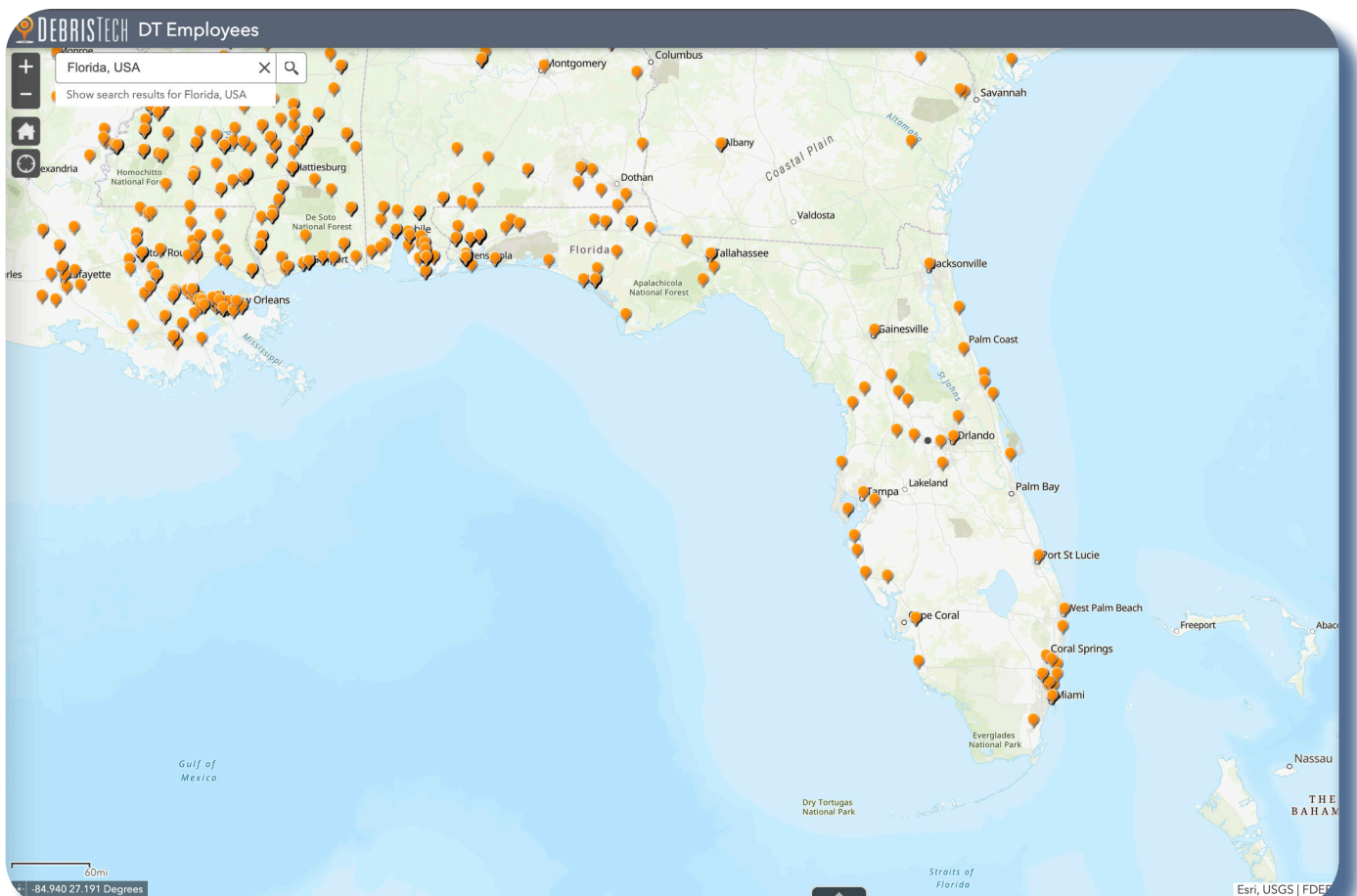
FIRM OVERVIEW

Since 2010, our team has served every level of government in response to *more than 25 federally declared disasters* across the country and has never had a contract terminated for failure to perform. DebrisTech, LLC, is experienced with debris recovery in Florida and has multiple pre-event contracts in place with cities and counties throughout the state. We have been an integral part of protecting communities and leading recovery throughout Florida. *We have 5 projects currently in process, in addition to our pre-event contracts, including Broward County, FL.*

PERMANENT FULL-TIME EMPLOYEES

DebrisTech has 200 permanent full-time employees, solely focused on debris monitoring recovery services for our clients. In addition to our permanent full-time employees, DebrisTech has 296 trained personnel (shown on the map below, grouped by zipcode) residing within the state of Florida and ready to be activated within 48 hours of when the Notice to Proceed is given.

296 DEBRISTECH TRAINED PERSONNEL IN FLORIDA



PROTECTING **BAY HARBOR ISLANDS**. LEADING RECOVERY.



EMERGENCY MANAGEMENT

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System has provided real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real-time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations.

Our system can also provide agencies such as FEMA or the Inspector General real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the attention and service that is second to none. Our trained professionals have extensive experience in the areas of:



RESPONSE



PROCUREMENT



OPERATION



PLANNING



CONTRACT MANAGEMENT



ACCOUNTING SYSTEMS

PROTECTING **BAY HARBOR ISLANDS**. LEADING RECOVERY.



IMMEDIATE RESPONSE

RESPONSE

Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris or monitoring staff will be disclosed to the client's designated debris manager.

PROCUREMENT

We are prepared to assist in the procurement process for the debris removal contractor by providing RFP templates and proposal evaluation assistance. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements.



OPERATION

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

DebrisTech has expertise in all of these critical areas of operation.



CONTRACT MANAGEMENT

PLANNING

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at **NO COST** to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

CONTRACT MANAGEMENT

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services in response to more than 125 contract activations across 16 states and the commonwealth of Puerto Rico since 2010. DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

ACCOUNTING SYSTEMS

The DebrisTech Automated Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/stump size, inspector ID are collected with that barcode at three critical points of the removal process.

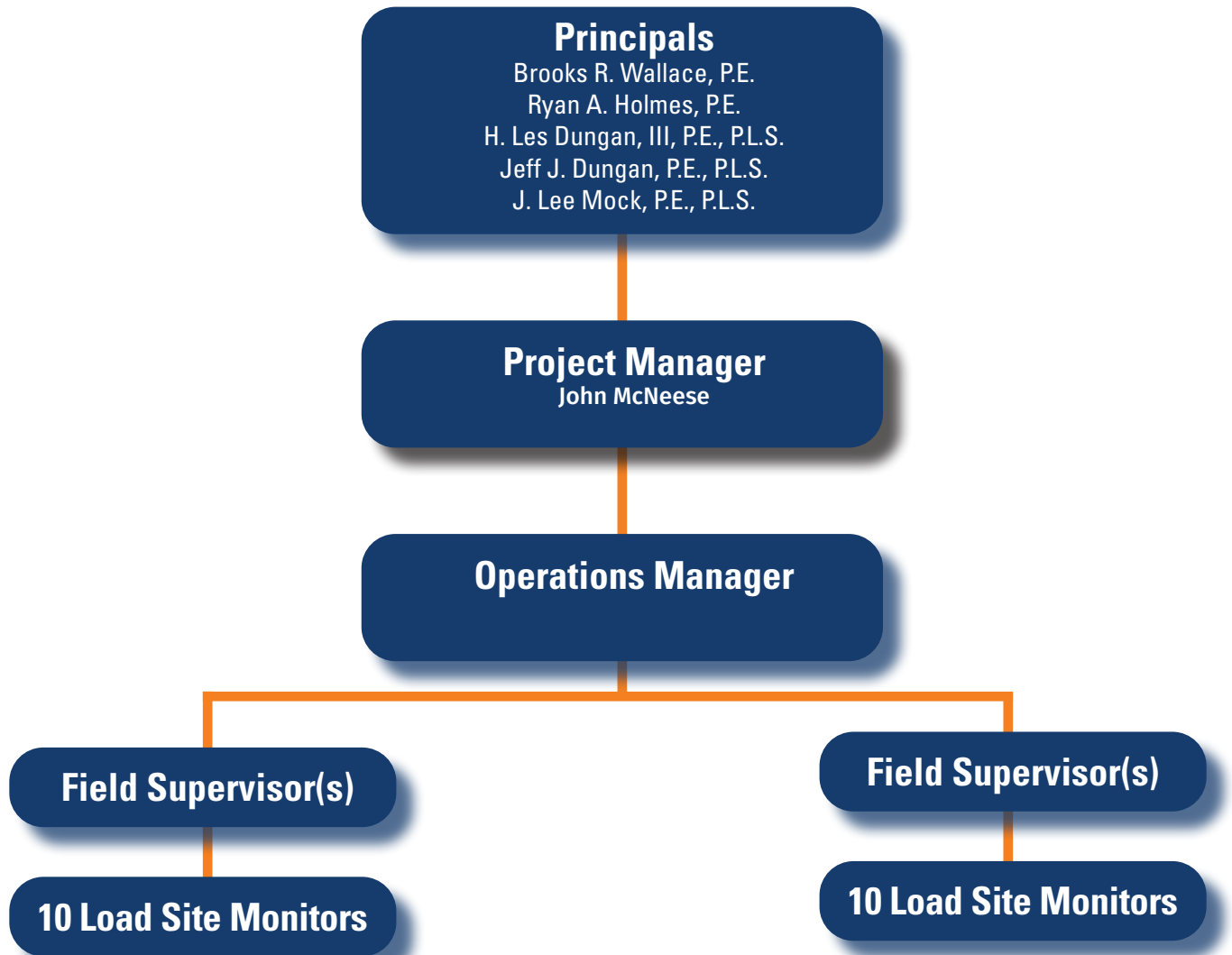
- When originally surveyed and marked for removal
- When loading for transport to the Disposal Site
- When offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.





ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per ten Monitors.

DebrisTech, LLC's sole location as a business with ownership interests is located in Picayune, MS. DebrisTech is a Mississippi Limited Liability Company that is authorized to perform business in Louisiana. The federal identification number is 27-3362906.



BROOKS WALLACE, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

RYAN HOLMES, P.E., Principal

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



H. LES DUNGAN, III, P.E., P.L.S., Principal

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has over 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for over 20 years. He has also served as County Engineer for Pearl River County since 2007.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation. As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JEFF J. DUNGAN, P.E., P.L.S., Principal

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

2013 DR-4101 Tornadoes (MS)

2012 DR-4085 Hurricane Sandy (NY)



J. LEE MOCK, P.E., P.L.S., Principal

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1994 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

University of Mississippi

Bachelor of Business Administration

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

TYLER WILLIAMSON, Project Manager

twilliamson@debristech.com

Tyler Williamson is a Project Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



JOHN MCNEESE, Project Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC

Project Manager - 2012 - Present

Wallace Environmental

Project Manager - 2010-2011

TL Wallace Construction

2010 - Project Manager

Holiday Construction

Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi

Bachelor of Science, University Studies

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

DENNIS CRUTHIRDS, Project Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



IVAN RAMOS, Project Manager

Ivan Rouco Ramos is a full-time Project Manager with DebrisTech. His duties include managing the debris monitoring project's daily operations, ensuring the accurate documentation of debris removal operations, managing employee time records, and delivering updates to the client. Mr. Rouco has three years of experience managing debris monitoring projects in Puerto Rico. His experience with municipal, state, and commonwealth governments, along with private clients, uniquely prepare him to represent DebrisTech in any situation. He has managed the monitoring operations for the Department of Public Transportation (DTOP), the Aqueducts and Sewers Authority (AAA), the Department of Sports and Recreation (DRD), and the National Parks (DNER) following Hurricane Irma and Hurricane Maria. Mr. Rouco has assisted the Agencies mentioned above with endangered species disturbance documentation, endangered tree identification, "cradle to grave" debris collection, and disposal documentation. Using his understanding of the island, DebrisTech ADMS, and Debris Monitoring Procedure, Mr. Rouco has aided all DebrisTech clients on the island.

Experience

DebrisTech, LLC
Project Manager - 2017 - Present

Training - Emergency Management Institute - FEMA Certified

IS-00632.a: Introduction to Debris Operations

IS-00101.c: Preparing for Federal Disaster Operations

IS-00102.c: Preparing for Federal Disaster Operations: FEMA Response Partners

IS-00019.18: FEMA EEO Supervisor Course

IS-00633: Debris Management Plan Development

IS-00632.a Introduction to Debris Operations

IS-00800.c: National Response Framework

IS-00546.a: Continuity of Operations (COOP) Awareness Course

IS-0200.c Basic Incident Command System for Initial Response

IS-276.a Benefit-Cost Analysis (BCA) Fundamentals

IS-00253.a: Overview of FEMA Environmental and Historic Preservation Review Responsibilities

IS-00216: An Overview of the Unified Federal Review Process: Training for Federal Disaster Recovery Leadership

IS-00215: Unified Federal Review Advisor Training: An Overview of the UFR Process

IS-00318- "Mitigation Planning for Local and Tribal Communities"

IS-00321- Hurricane Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00395- FEMA Risk Assessment Database

IS-00322- Flood Mitigation Basics for Mitigation Staff

IS-00386- Introduction to Residential Coastal Construction

IS-00362.a- Multi hazard Emergency Planning for Schools

Disasters Worked

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

2017 DR-4336-PR Hurricane Irma

2017 DR-4339-PR Hurricane Maria

DANIEL BAXTER, Project Manager

Daniel Baxter is a Project Manager at DebrisTech. He is currently responsible for the tracking of assets, such as PPE, from FEMA is response to the Covid-19 Pandemic. As a data manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program in Jackson, Daniel also assist with invoice reconciliation from debris removal projects across the county. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Headquartered Jackson, MS, Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Data Manager - 2020 - Present

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds



CINDY CARTER, Invoice Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC

Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi

Bachelor of Science, Criminal Justice

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms



GENERAL INFORMATION

DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, as our principal office, DebrisTech provides debris monitoring services to clients across the United States. All of our clients have received the data required for reimbursement for all eligible work performed.

Our state-of-the-art mobile office allows us to respond with full force to any Client's need across the country. This mobile office can be deployed immediately and is fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project. This allows us to meet the needs of Oviedo from within the city of Oviedo itself.



PROTECTING **BAY HARBOR ISLANDS**. LEADING RECOVERY.



EXPERIENCE AND QUALIFICATIONS

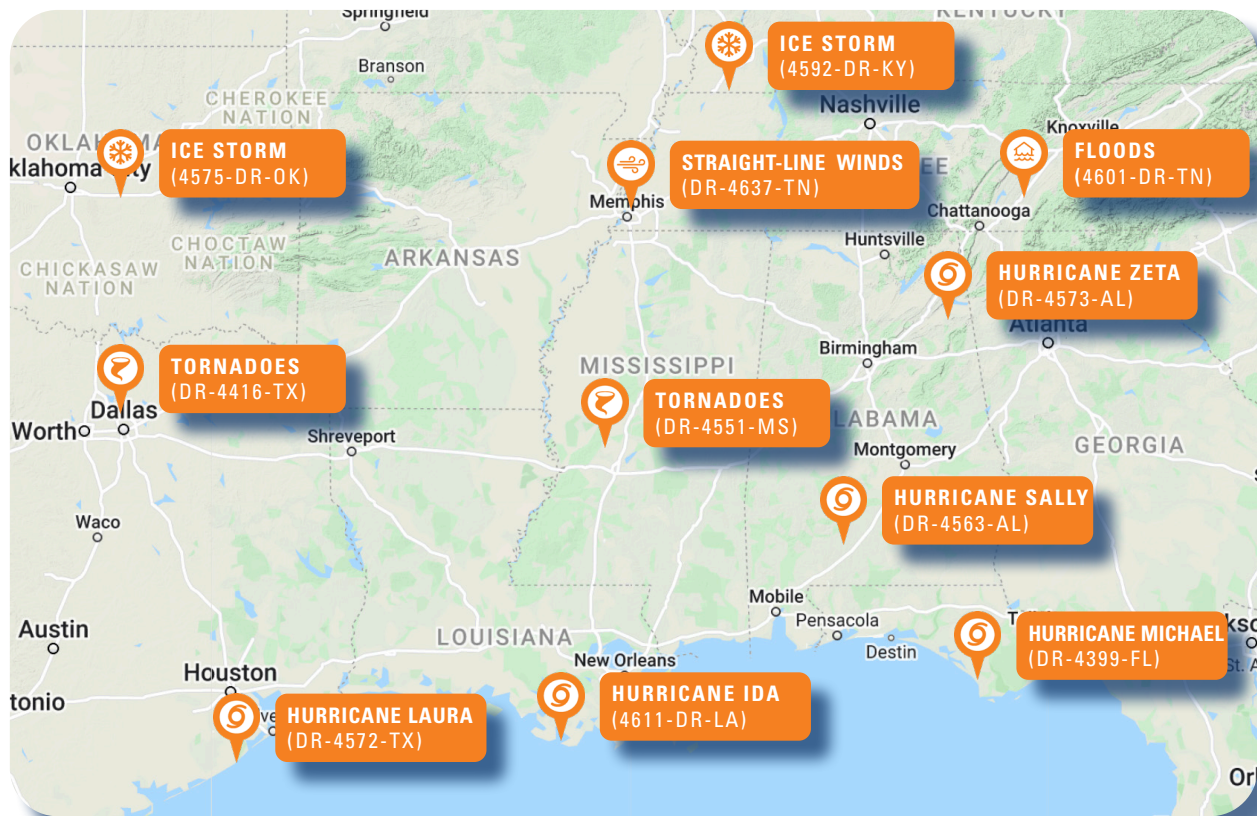


DEBRISTECH



PROJECT EXPERIENCE

DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, DebrisTech provides debris monitoring services to clients across the United States. Since 2010, our team has served every level of government in response to *more than 25 federally declared disasters* across the country and has never had a contract terminated for failure to perform. All of our clients have received the data required for reimbursement for all eligible work performed. Below is a map showing several of the recent disasters in which DebrisTech was an integral part of the recovery process for cities and counties:



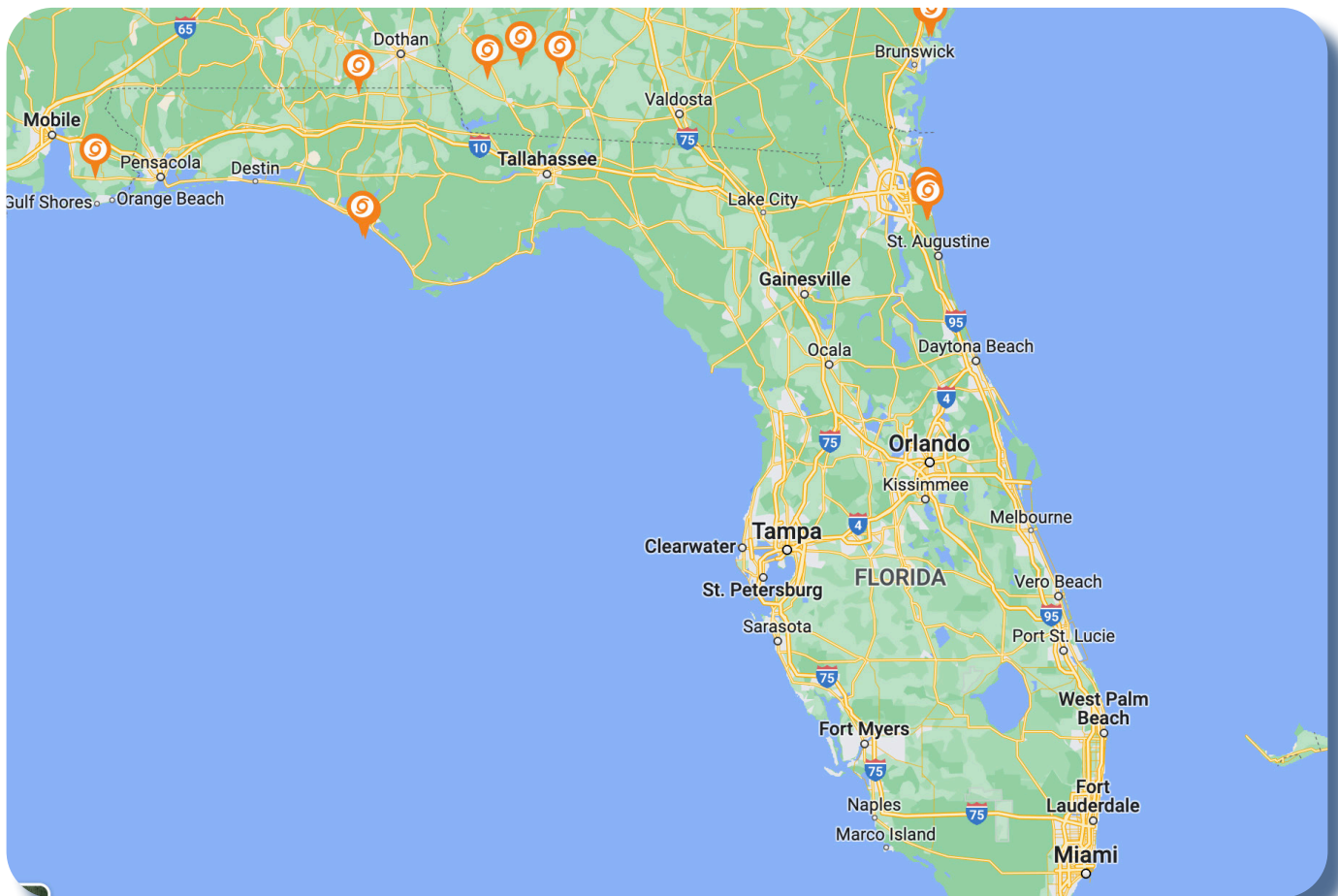
In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 80 projects. This debris was documented from cradle-to-grave to provide a clear record of the proper removal and disposal. The following page lists some of our most recent clients.



FLORIDA PROJECTS

Our Principal engineers and management team have a combined century of experience in navigating FEMA regulations, disasters, and debris management monitoring. Our FEMA certified project management team implements FEMA compliant documentation methodology and innovative reporting technology. More than our extensive knowledge of federal programs and agencies, DebrisTech, LLC, is experienced in leading recovery in the state of Florida. The map below shows our past project experience with cities and counties within the state of Florida. Our state-of-the-art mobile office allows us to respond with full force to any Client's need across the country. This mobile office can be deployed immediately and is fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project. This allows us to meet the needs of the Client within close proximity of the debris removal monitoring project.

FLORIDA DEBRISTECH PROJECTS



PROTECTING **BAY HARBOR ISLANDS**. LEADING RECOVERY.



HURRICANES MATTHEW AND IRMA (DR-4283-FL) AND (DR-4337-FL)

In 2014 the City of Jacksonville Beach procured DebrisTech to provide debris monitoring services until 2019 and is now extended until 2025. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes to effect Jax Beach. DebrisTech was present in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

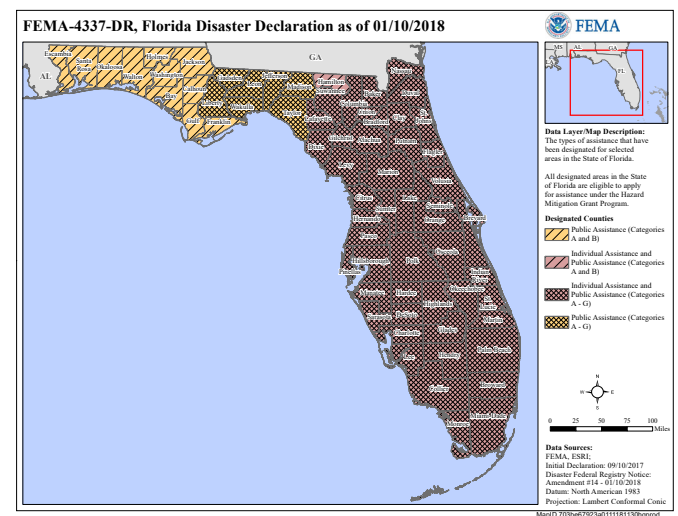
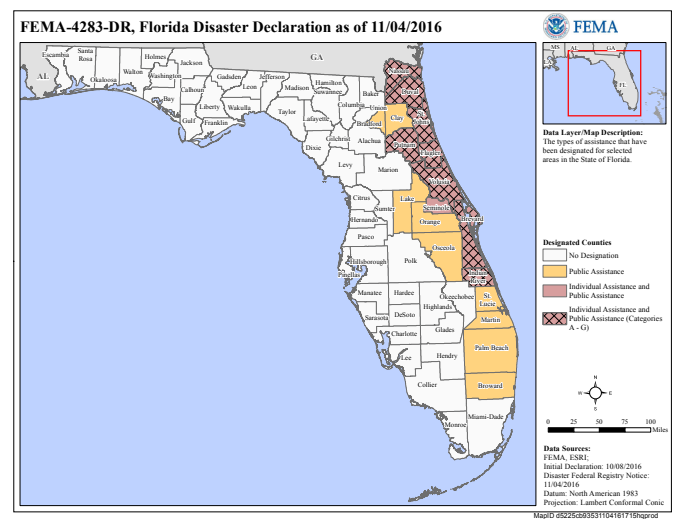
Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, Neptune Beach and Atlantic Beach. These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

240,000 CY of Debris Monitored and Documented

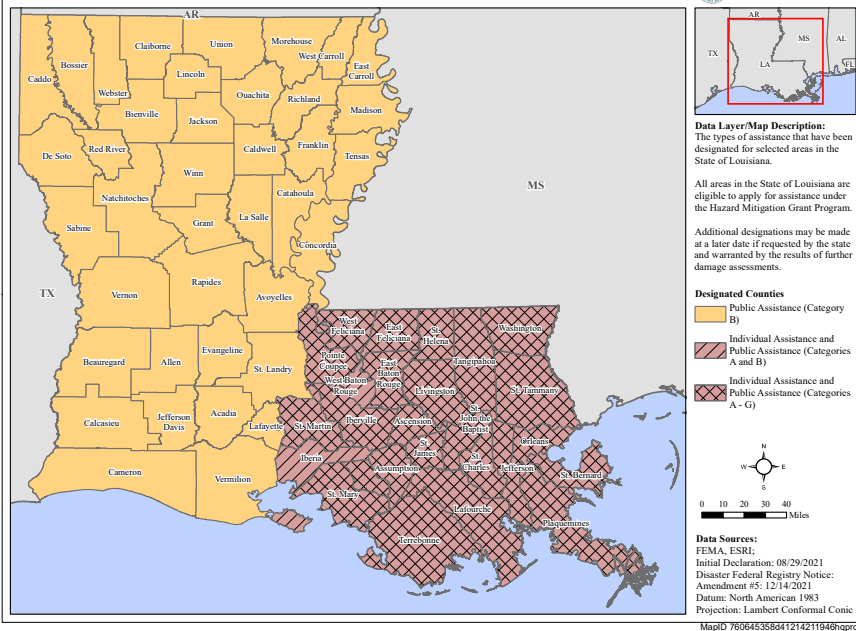
1,500 Hazardous Hanger and Leaner Tickets Processed





HURRICANE IDA (DR-4611-LA)

FEMA-4611-DR, Louisiana Disaster Declaration as of 12/14/2021



DT117 - City of Kenner, LA

September, 2021 - Present

300,000 CY and counting

Chad Pittfield, EM Response

Team Lead - 504-638-8949

DT118 - St. Charles Parish

September, 2021 - Present

700,000 CY and counting

Chandra Sampey, Contract

Administrator - 985-783-5102

DT119 - City of Baker, LA

September, 2021 - October, 2021

10,000 CY and counting

Darnell Waites, Mayor -

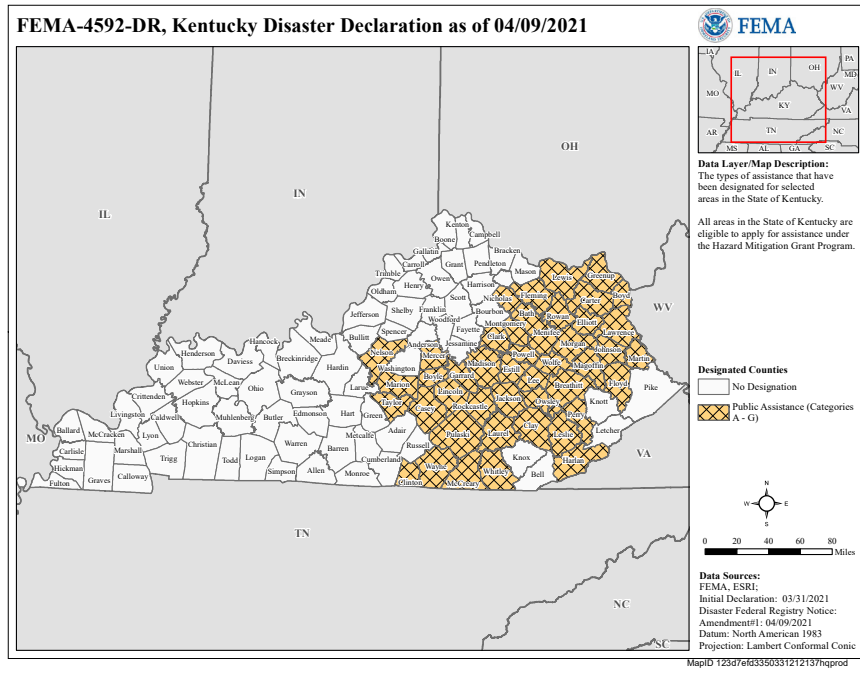
225-615-4194

In September 2021, Hurricane Ida landed on the southeast coast of Louisiana. This Category 4 hurricane left hundreds of thousands without a home and millions without power, water and other amenities provided afforded to us by modern society. DebrisTech provided debris monitoring services to all of our clients affected by the hurricane and maintained existing level of services to our clients navigating their own recovery scenarios at the time of this disaster. Hurricane Ida provided our teams a unique opportunity to respond to a natural disaster with our mobile command centers. All of southeast Louisiana was without power and the utilities. These circumstances required the deployment of 4 mobile command centers, 5 generators, 2, 500 gallon containers for fuel and water, 200 ADMS devices, and 2 recruiting teams that hired and trained more than 200 local debris monitors.

In St. Charles Parish our team monitored debris removal operations for the Parish, the Parish's drainage system, and the Parish School District. In the cities of Baker and Kenner we monitored debris removal from the right-of-way. These clients have received documentation for the removal of more than 1,000,000 cubic yards of eligible debris.



KENTUCKY ICE STORMS (DR-4592-KY)



DebrisTech fulfilled the debris monitoring responsibilities of the state contract on behalf of ER Assist, the state Public Assistance contractor, following this disaster. Our staff was responsible for hiring, training, monitoring, documenting, and removal invoice reconciliation.

DT107 - Carter County - August 25, 2020 - Present 137,055.5 CY

Tom Thompson, EM Director - 606-474-9827

DT108 - Boyd County - March, 2021 - June, 2021 - 12,105.9 Tons

Jason Queen, FEMA Coordinator - 606-393-1801

DT109 - Johnson County - June, 2021 - Present - 79,067.7 CY

Jerry McClure, EM Director - (606) 789-2550

DT110 - Elliot County - April, 2021 - August, 2021 89,011.2 CY

Jim Skaggs, EM Director - 606-738-6011

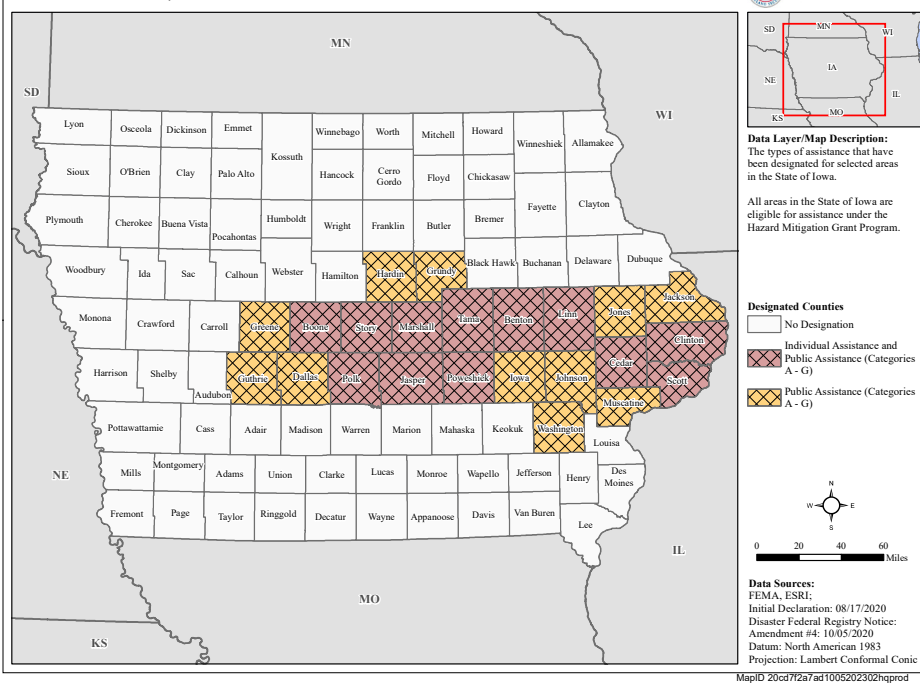
DT113 - Morgan County - April, 2021 - August 2021 - 58,524.5 CY

Irene Jenkins, EM Director - (606) 743-4169



IOWA SEVERE STORMS (DR-4557-IA)

FEMA-4557-DR, Iowa Disaster Declaration as of 10/05/2020



On August 10, 2020, a powerful Derecho (a powerful, long-lived wind storm) ravaged across Iowa and causing more than \$18 million (initial estimate) worth of damage. DebrisTech fulfilled the debris monitoring responsibilities of the state contract on behalf of ER Assist, the state Public Assistance contractor, following this disaster. Our staff was responsible for hiring, training, monitoring, documenting, and removal invoice reconciliation.

DT080 - Madrid, IA - August 20, 2020 - October 6, 2020 CY 25,767.4, 1 DMS

Tom Brown, Mayor- 515-795-3930

DT081 - City of Cedar Rapids, IA - August 25, 2020 - Present CY 3,301,183.7 16 DMS

John Riggs, Housing & Enforcement Manager - 319-286-5981 J.riggs@cedar-rapids.org

DT082 - City of Marion, IA - September 2, 2020 - Present CY 1,102,111, 3 DMS

Ryan Miller, Public Services Director - 319-377-6367 rmiller@cityofmarion.org



MS TORNADOES (DR-4536/4551-MS)

DebrisTech was able to assist the Counties below simultaneously following a devastating series of severe storms and tornadoes in 2020. The exact dates are listed with references for each county.

DT065 - Jefferson Davis County, MS - April 27, 2020 - July 30, 2020 CY 237,697.1

Bobby Rush, Board President - 601-792-4336 -
brush@co.jeffersondavis.ms.us

DT066 - Lamar County, MS - April 23, 2020 - May 14, 2020 CY 14,790.7

Tommy Jones, Road Manager - 601-606-5768 -
tjones@lamarcountymms.gov

DT067 - Jones County, MS - May 4, 2020 - August 12, 2020 CY 271,393.2

Daniel Ashley, Chief Administrative Officer -
601-649-1280, dashley@co.jones.ms.us

DT068 - City of McComb, MS - April 30, 2020 - July 12, 2020 CY 107,080.9

Quodiniah Lockley, Mayor - 601-684-4000 -
qlockley@mccomb-ms.gov

DT070 - Marion County, MS - June 2, 2020 - Present CY 38,910.9

Terry Broome, Board President - 601-736-7382 -
terrybroome@co.marion.ms.us

DT071 - Walthall County, MS - June 1, 2020 - July 28, 2020 CY 68,492.1

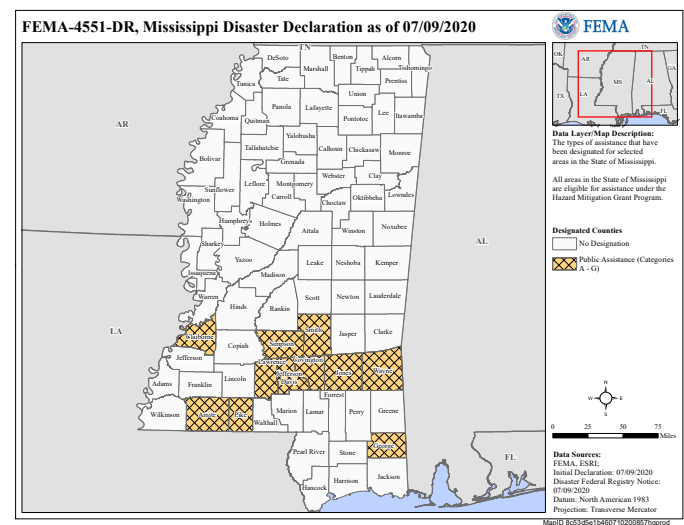
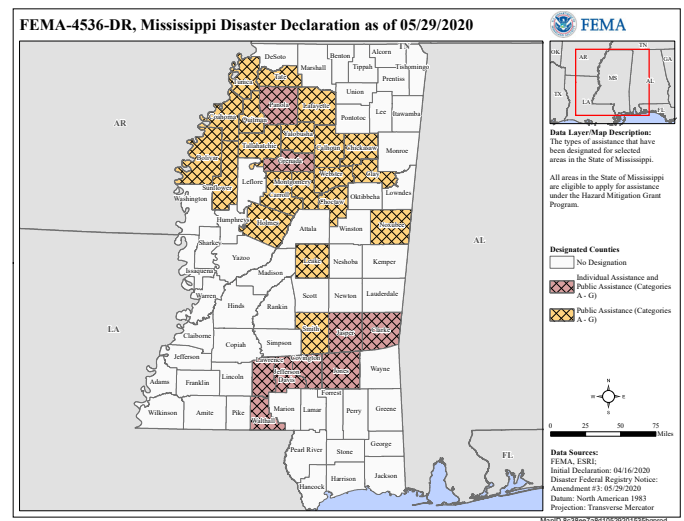
Larry Montgomery, Board President - 601-876-2611 -
cginn@co.walthall.ms.us

DT072 - Lawrence County, MS - June 1, 2020 - July 11, 2020 CY 42,387.7

Steve Garret, Board President - 601-587-3003 -
hrains@co.lawrence.ms.us

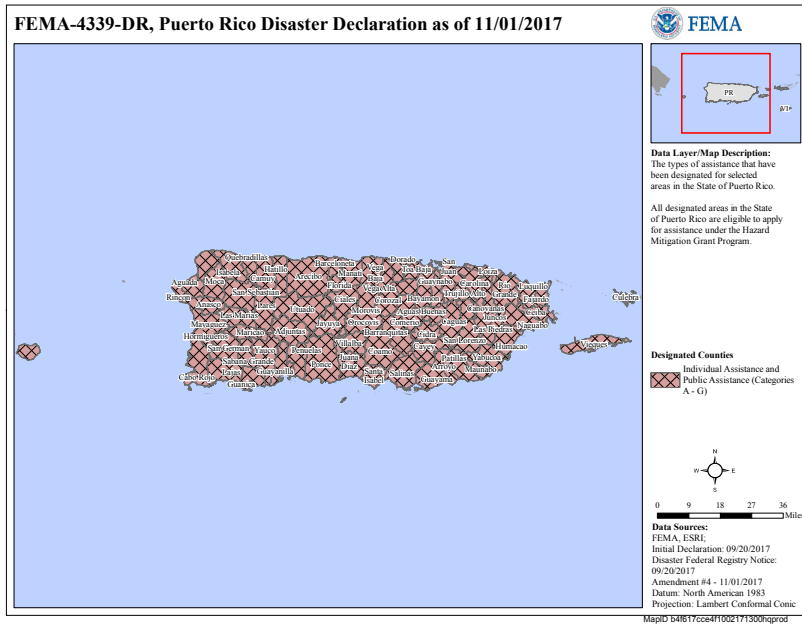
DT073 - Pike County, MS - July 15, 2020 - August 5, 2020 CY 36,771.2

Tami Dangerfield, County Admin. - 601-783-5289 - tamid@pikecountymms.gov





HURRICANE MARIA (DR-4339-PR)



Puerto Rico DTOP

1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting

78,358.7 CY of C&D Debris Monitored and Documented and counting

300 Debris Removal/Trimming Crews

8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information. DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible. DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.



RECENT PROJECTS

EVENT	CLIENT	POINT OF CONTACT	TITLE	PHONE
STRAIGHT-LINE WIND 2022 (DR-4637-TN)	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
	City of Germantown, TN	Joe Nunes	City Manager	901-757-7229
	City of Bartlett, TN	Mike Admas	Public Works Director	901-734-8900
MAJOR TORNADO 2021 (DR-4630-KY)	Fulton County, KY	Jim Martin	County Judge Executive	270-236-3480
	Caldwell County, KY	Larry Curling	County Judge Executive	270-365-6660
	Hopkins County, KY	Jack Whitfield, Jr.	County Judge Executive	270-821-8294
	Marshall County, KY	Kevin Neal	County Judge Executive	270-527-4750
HURRICANE IDA 2021 (DR-4626-MS) (4611-DR-LA)	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
	City of Picayune, MS	Jim Luke	Mayor	601-798-9770
	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
	Hancock County, MS	Geoff Clemens	Compton Engineering	228-342-5352
	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
	City of Kenner, LA	Chad Pitfield	EM Response Team	504-638-8949
	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
ICE STORM 2021 (DR-4598-MS)	Adams County, MS	Robbie Dollar	Public Works Director	601-445-7935
	Jefferson County, MS	Brenda Buck	County Administrator	601-786-3142
	Claiborne County, MS	Andrew Jenkins	Contract Manager	601-437-5216
	Warren County, MS	Jim Garner	County Engineer	601-618-7777
ICE STORM 2021 (4592-DR-KY)	Morgan County, KY	Laurel Matula	ER Assist	479-619-8900
	Johnson County, KY	Mark McKenzie	Executive Judge	606-792-6817
	Elliot County, KY	Myron Lewis	Executive Judge	859-327-9985
	Boyd County, KY	Jason Queen	FEMA Coordinator	606-694-0715
	Carter County, KY	Mike Malone	County Judge Executive	606-474-5366
FLOOD 2021 (DR-4609-TN)	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
	Haywood County, NC	Bryant Morehead	County Manager	828-452-6625
HURRICANE ZETA 2020 (DR-4576-MS) (DR-4573-AL)	Greene County, MS	Jason Lamb	County Engineer	601-310-4205
	Town of Leaksville, MS	Rex Garretson	Town Clerk	601-394-2383
	George County, MS	Connie Shockley	Purchasing Clerk	601-947-7506
	City of Selma, AL	Meridith Stone	City Engineer	334-875-1960
	City of Pass Christian, MS	Marian Govenor	City Clerk	228-452-3311
	City of Bay St. Louis, MS	Kim Favre	Public Works Director	228-466-5505
	Forsyth County, GA	Eric Johnson	County Manager	770-781-2101
DERECHO 2020 (DR-4557-IA)	City of Marion, IA	Ryan Miller	Public Services Director	319-377-6367
	City of Cedar Rapids, IA	John Riggs	Housing & Enforcement Manager	319-286-5981
	City of Madrid, IA	Tom Brown	Mayor	515-795-3930



COMPLETED CONTRACTS

DebrisTech Projects

Event	Client	Point of Contact	Title	Contact
Straight-line Wind 2022	City of Bartlett, TN	Mike Admas	Public Works Director	901-734-8900
Straight-line Wind 2022	City of Germantown, TN	Joe Nunes	City Manager	901-757-7229
Straight-line Wind 2022	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Major Tornado 2021	Fulton County, KY	Jim Martin	County Judge Executive	270-236-3480
Major Tornado 2021	Caldwell County, KY	Larry Curling	County Judge Executive	270-365-6660
Major Tornado 2021	Hopkins County, KY	Jack Whitfield Jr.	County Judge Executive	270-821-8294
Major Tornado 2021	Marshall County, KY	Kevin Neal	County Judge Executive	270-527-4750
Hurricane Ida 2021	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Hurricane Ida 2021	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
Hurricane Nicholas 2021	Matagorda Co., TX	Amanda Campos	EM Coordinator	979-244-7614
Flood 2021	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
Hurricane Ida 2021	Hancock County, MS	Geoff Clemens	Compton Engineering	228-342-5352
Hurricane Ida 2021	City of Picayune, MS	Jim Luke	Mayor	601-798-9770
Hurricane Ida 2021	St. Charles Parish Public School District	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Tropical Storm Ida 2021	Montgomery County, PA	Billy Messerschmidt	Asst Director of Operation	610-631-6525
Hurricane Ida 2021	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Hurricane Ida 2021	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Hurricane Ida 2021	City of Kenner, LA	Chad Pitfield	EM Response Team	504-638-8949
Flood 2021	Haywood County, NC	Bryant Morehead	County Manager	828-452-6625
Ice Storm 2021	Adams County, MS	Robbie Dollar	Public Works Director	601-445-7935
Ice Storm 2021	Jefferson County, MS	Brenda Buck	County Administrator	601-786-3142
Ice Storm 2021	Claiborne County, MS	Andrew Jenkins	Contract Manager	601-437-5216
Ice Storm 2021	Warren County, MS	Jim Garner	County Engineer	601-618-7777
Ice Storm 2021	Morgan County, KY	Laurel Matula	ER Assist	479-619-8900
Ice Storm 2021	Johnson County, KY	Mark McKenzie	Executive Judge	606-792-6817
Ice Storm 2021	Elliot County, KY	Myron Lewis	Executive Judge	859-3279985
Ice Storm 2021	Boyd County, KY	Jason Queen	FEMA Coordinator	606-694-0715
Ice Storm 2021	Carter County, KY	Mike Malone	County Judge Executive	606-474-5366
Ice Storm 2021	City of Natchez, MS	Richard Burke	Assistant Mayor	601-445-7555
COVID-19 2021	Mississippi Dept. Health	Marshall Horn	Chief of Logistics	662-229-6041
Oregon Fire 2020	Marion County, OR			
Oregon Fire 2020	Oregon DOT	Jared George	PA Professional	850-980-9700
Hurricane Zeta 2020	Greene County, MS	Jason Lamb	County Engineer	601-310-4205
Hurricane Zeta 2020	Town of Leakesville, MS	Rex Garretson	Town Clerk	601-394-2383
Hurricane Zeta 2020	George County, MS	Connie Shockley	Purchasing Clerk	601-947-7506
Hurricane Zeta 2020	City of Selma, AL	Meredith Stone	City Engineer	334-875-1960
Hurricane Zeta 2020	City of Pass Christian, MS	Marian Govenor	City Clerk	228-452-3311
Ice Storm 2020	City of Kingfisher, OK	Dave Slezickey	City Manager	405-375-3705
Hurricane Zeta 2020	City of Bay St. Louis, MS	Kim Favre	Public Works Director	228-466-5505
Ice Storm 2020	City of Piedmont, OK	Andy Logan	Emergency Manager	405-850-9684
Hurricane Zeta 2020	Forsyth County, GA	Eric Johnson	County Manager	770-781-2101
Ice Storm 2020	City of Mustang, OK	Jess Schweinberg	Mayor	405-376-4521
Ice Storm 2020	City of Moore, OK	Brooks Mitchell	City Manager	405-793-5200
Ice Storm 2020	City of Midwest City, OK	Patrick Menefee	City Engineer	405-739-1213
Ice Storm 2020	City of El Reno, OK	Matt Sandidge	City Manager	405-295-9312
Hurricane Zeta 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Hurricane Zeta 2020	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Hurricane Zeta 2020	City of Carencro, LA	Don Chauvin	City Manager	337-896-8481
Hurricane Zeta 2020	City of Ocean Springs, MS	Patty Gaston	City Clerk	228-217-8692
Hurricane Sally 2020	City of Robertsdale, AL	Greg Smith	City Engineer	251-747-7374
Hurricane Laura 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Derecho 2020	City of Marion, IA	Ryan Miller	Public Services Director	319-377-6367
Derecho 2020	City of Cedar Rapids, IA	John Riggs	Housing & Enforcement Manager	319-286-5981
Derecho 2020	City of Madrid, IA	Tom Brown	Mayor	515-7953930
Hurricane Hanna 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Flash Flood 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Tornado 2020	Jefferson Davis County, MS	Bobby Rush	Board President	601-792-4336
Tornado 2020	Walthall County, MS	Larry Montgomery	Board President	601-876-2611
Tornado 2020	Marion County, MS	Terry Broome	Board President	601-736-7382
Tornado 2020	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
Tornado 2020	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Tornado 2020	Jones County, MS	Danielle Ashley	Chief Administrative Officer	601-649-1280
Tornado 2020	Lawrence County, MS	Steve Garrett	Board President	601-587-3003
Tornado 2020	Lamar County, MS	Tommy Jones	Road Manager	601-606-5768
COVID-19 2020	Mississippi EMA	Don Wilson	Chief of Logistics	601-519-1883
Straight Line Wind 2019	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101
Tropical Storm Olga 2019	City of Corinth, MS	Clayton Mills	Public Works Director	662-415-2101
Tornado 2019	Lee County, MS	Lee Bowdry	EM Director	662-432-2950



COMPLETED CONTRACTS

Event	Client	Point of Contact	Title	Contact
Hurricane Harvey 2017	City of Port Aransas	Rick Adams	Director of Planning	361-749-4111
Tornado 2019	City of Dallas, TX	Tim Oliver	Director of Sanitation	214-670-3111
Tornado 2019	Yazoo County, MS	Jack Willingham	Emergency Management Director	662-571-0378
Tornado 2019	City of McComb, MS	Quodinia Lockley	Mayor	601-684-4000
Tornado 2019	Monroe County, MS	Sonny Clay	Road Manager	662-319-7881
Tornado 2019	City of Columbus, MS	Casey Bush	Public Works Director	662-329-5116
Hurricane Michael 2018	Wiregrass Electric Coop	Jason Thrash	Project Engineer	334-712-0714
Hurricane Michael 2018	Baker County, GA	Sherry Bailey	County Administrator	229-734-3007
Hurricane Michael 2018	Lee County, GA	Mike Sistrunk	Co-County Manager	229-759-6000
Hurricane Michael 2018	Miller County, GA	Corey Thomas	Deputy EMA Director	229-758-4122
Hurricane Michael 2018	Mitchell County, GA	Clark Harrell	County Administrator	229-336-2000
Hurricane Michael 2018	Panama City, FL	Shane Dougherty	Solid Waste Superintendent	850-872-3172
Hurricane Michael 2018	Bay County, FL	Don Murray	General Services Director	850-248-8732
Hurricane Florence 2018	Pamlico County, NC	Tim Buck	County Manager	252-745-3133
Hurricane Florence 2018	Town of Hope Mills, NC	Melissa Adams	Town Manager	910-426-4114
Hurricane Florence 2018	City of Cape Carteret, NC	Zachary Steffey	Town Manager	252-393-8483
Hurricane Maria 2017	Puerto Rico Department of Transportation and Public Works	Ing. Emilio Garay Vega; PE, RPA	Special Assistant to the Executive Director of DTOP	787-722-2929 ext. 3034
Hurricane Maria 2017	Puerto Rico Aqueduct and Sewer Authority	Arnoldo Colon Maldonado	Corporate & Strategic Planning Vice President	787-620-2277 ext. 2412
Hurricane Maria 2017	Puerto Rico Department of Recreation and Sports	Cedric Sasso	Finance Director	787-247-5444
Hurricane Irma 2017	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Hurricane Maria 2017	Forsyth County, GA	Chris Grimes	EMA Director	770-205-5674
Hurricane Maria 2017	Bibb County, GA	Spencer Hawkins	Emergency Mgt	478-832-6300
Hurricane Maria 2017	City of Jacksonville Beach, FL	Dennis Dupries	Engineering Project Manager	904-226-3811
Hurricane Harvey 2017	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Tennessee Straight Line Winds 2017	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Mississippi Straight Line Winds 2017	Holmes County, MS	Charlie Joiner	County Administrator	662-834-0911
Mississippi Straight Line Winds 2017	City of Durant, MS	Tasha Davis	Mayor	662-653-3221
Mississippi Straight Line Winds 2017	Yazoo County, MS	Donna Kraft	County Administrator	662-746-8668
Mississippi Straight Line Winds 2017	Montgomery County, MS	Ryan Wood	Chancery Clerk	662-283-2333
Jan Tornado 2017	City of Hattiesburg, MS	Larry Barnes	Public Works Director	601-545-4545
Jan Tornado 2017	Lamar County, MS	Joseph Waits	County Administrator	601-794-1008
Hurricane Matthew 2016	City of Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
Hurricane Matthew 2016	City of Atlantic Beach, FL	Don Jacobovitz	Public Works Director	386-916-7381
Hurricane Matthew 2016	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Summer Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Summer Floods 2016	City of Central, LA	Jr. Shelton	Mayor	225-936-9687
Summer Floods 2016	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Summer Floods 2016	City of Clinton, LA	Lori Ann Bell	Mayor	225-244-2288
Spring Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Spring Floods 2016	Caldwell Parish, LA	Wanda Stowe	Sec/Treasurer	318-649-2681
Tornado 2015	Marshall County, MS	Larry Hall	County Administrator	662-544-1952
Tornado 2015	Benton County, MS	Ricky Pipkin	Board President	662-541-6853
Tornado 2014	Marion County, MS	Terry Broome	Board President	601-736-7382
Tornado 2014	City of Tupelo, MS	Don Lewis	Chief of Operations	662-871-8169
Tornado 2014	Itawamba County, MS	Gary Franks	County Administrator	662-401-4967
Tornado 2014	Winston County, MS	Julie Cunningham	Chancery Clerk	662-773-3631
Tornado 2014	City of Pearl, MS	Brad Rogers	Mayor	601-540-3962
Tornado 2014	Lamar County, MS	Chuck Bennet	County Commissioner	601-794-3406
EF5 Tornado 2013	Moore, OK	Stan Drake	Deputy City Manager	405-793-5200
EF5 Tornado 2013	Mustang, OK	Justin Battles	Assistant City Director	405-376-4521
Super Storm Sandy 2012	Nassau County, NY	Richard Iadevaio	Superintendent of Highway Construction	516-571-6824
Super Storm Sandy 2012	Long Beach, NY	Jim Lacarrubba	Commissioner of Public Works	516-431-1011
Super Storm Sandy 2012	Town of Hempstead, NY	Craig A. Mollo	Deputy Commissioner of Highways	516-812-3455
Super Storm Sandy 2012	Village of Garden City, NY	Ed Fronckwicz	Recreation Department	516-465-4079
Hurricane Isaac 2012	Lincoln County, MS	David Fields	County Administrator	601-835-3421
Hurricane Isaac 2012	Pearl River County, MS	Adrain Lumpkin	County Administrator	601-403-2302



APPROACH TO SCOPE OF WORK



DEBRISTECH



PROJECT APPROACH

Understanding Project Approach

DebrisTech understands that the Client requires disaster debris monitoring services to support the oversight and management of debris removal contractors. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (paperless) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.



LOAD SITE MONITORING

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor.

Major increases to the debris. monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.



DEBRIS SITE MONITORING

- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

- 3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation



FIELD SUPERVISORS

of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.



OPERATIONS MANAGER

4.8. Field Supervisors and all identified Debris Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manger determine wether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.



OPERATIONAL SAFETY

8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

8.3. PPE

8.3.1. Hard Hat

8.3.2. High Vis Safety Vest

8.3.3. Safety Glasses

8.3.4. CELL PHONE

8.3.5. Recommend Clothing

8.3.6. Long Pants

8.3.7. Collared Shirt

8.3.8. Close Toed Shoe

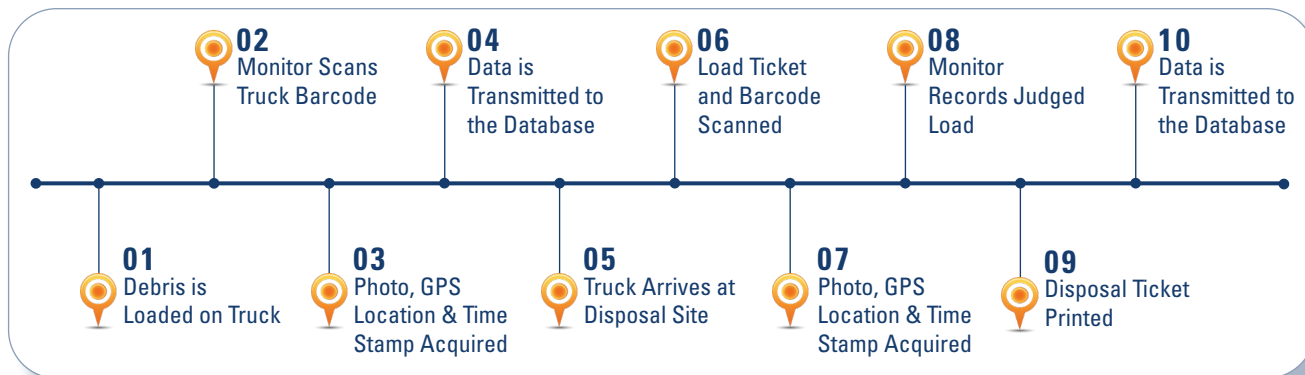




AUTOMATED SYSTEM

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over 125 contract activations for the services described in the RFP.



Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



SCALABILITY

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

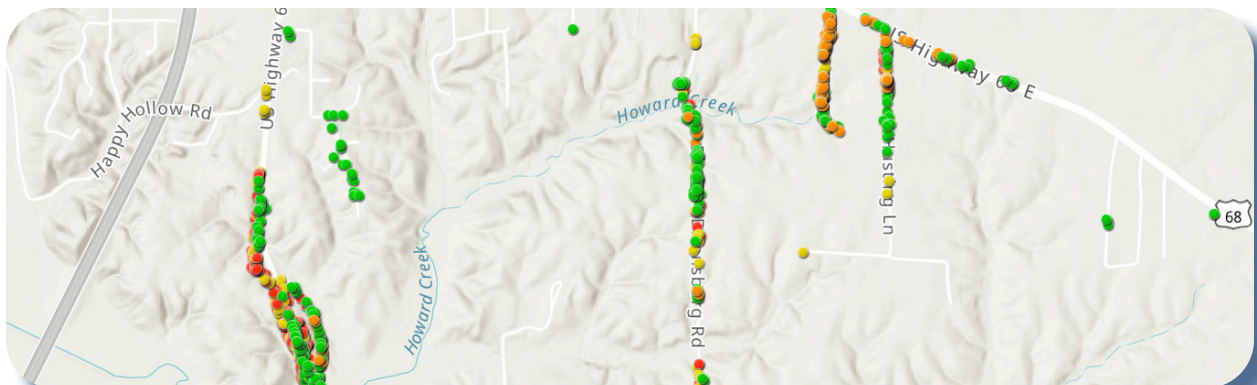
Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



The DebrisTech Automated Debris Management System provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.





MOBILIZATION

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.

Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAlda		Active

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s) for



VEHICLE REGISTRATION

hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project.

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Quick Reports: Today This Week This Month

Custom Date: 02/01/2021 through 03/23/2022

Filter by: Type All Truck All Sub All

Search for Ticket: []

Project: StCharlesLAlda

View Map: []

Ticket	Debris Type	Truck #	% Full	Volume	Weight	Load / Meas. / Disposal	Dump	SubCont	Transit	Direct - Miles -	Pickup Address
000828929	C & D	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000828930	Vegetative	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000876250	Vegetative	00011702	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRIB	1:14	289 Lorraine St
001093739	Vegetative	00011696	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRIB	0:51	456 Killona Dr
001093740	Vegetative	00011697	65	54.6						0:49	442 Killona Dr
000876702	Vegetative	00011703	80	67.2						0:54	301 Amie St
000832930	Vegetative	00011698	80	65.6						0:33	222 Lorraine St
000832931	Vegetative	00011699	75	63.0						0:32	235 Lorraine St
000876703	Vegetative	00011702	75	61.5						0:39	154 Ormond Blvd
000876704	Vegetative	00011698	80	65.6						0:23	285 Ormond Blvd
001093749	Vegetative	00011696	80	65.6						0:31	572 Killona Dr
000876705	Vegetative	00011698	50	41.0						0:28	Hermitage Dr
000876706	Vegetative	00011699	50	42.0						0:26	384 Ormond Blvd
000832826	Vegetative	00011702	75	61.5						0:24	240 Ormond Blvd
001093744	Vegetative	00011696	75	61.5						0:40	220 Ormond Blvd
000832932	Vegetative	00011700	95	70.3						0:30	21 Oak Aly
000832827	Vegetative	00011703	50	42.0						0:22	232 Ormond Blvd
001093745	Vegetative	00011697	65	54.6						0:18	199 Ormond Blvd
000876707	Vegetative	00011698	85	69.7						0:28	22 Hermitage Dr
000876708	Vegetative	00011699	75	63.0						0:25	20 Hermitage Dr
000832829	Vegetative	00011702	45	36.9						0:33	240 Ormond Blvd
001093737	Vegetative	00011696	65	53.3						0:29	221 Ormond Blvd
001093738	Vegetative	00011697	55	46.2						0:28	214 Ormond Blvd
000832830	Vegetative	00011703	60	50.4						0:24	230 Ormond Blvd
000832933	Vegetative	00011700	80	59.2						0:18	21 Oak Aly
000876709	Vegetative	00011698	75	61.5						0:26	22 Hermitage Dr
000876710	Vegetative	00011699	85	71.4						0:23	20 Hermitage Dr

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government
Truck Number 00012517

Current

Truck Owner: Marriot
Truck Tag State: LA
Truck Tag Number: 757aa096
Trailer Tag State: LA
Trailer Tag Number: 757aa096
Owner Truck No: 7637

Truck Type: Self Loader
Sub Code: DRCMARR
Capacity (CY): 78

Dimensions: 50.15" x 265.5" x 73" x 16.97" x 20" x 85" x 78" x 316.5" x 63" x 34.5"

78 CY
102" Width

Bed Hoist (Inches)
L1: L2: W: H: End Radius (Inches) R: H: Bottom Radius (Inches) R: L:

Measured By: Dalton Daniel Outbirds Date Measured: 9/27/2021 1:33:56
www.DebrisTech.com



PROJECT SCHEDULE

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup. Below is a graphic that summarizes the activities that will take place over the duration of the project:





SAMPLE REPORTS



DEBRISTECH



SAMPLE REPORT - PUNCH LIST



St. Charles Parish Government
Hurricane Ida Debris Removal
Punch List

Debris Type: Vegetative

Record Number:

022322085626941

Truck:

00011696

Timestamp:

2/23/2022 8:56:25 AM

Prime Contractor:

DRC Emergency Services

Subcode:

DRCTIB

Truck Owner:

Triple bar

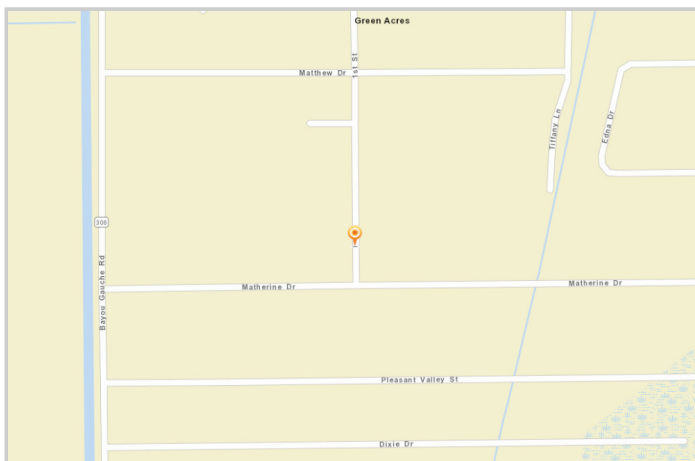
Monitoring Firm:

DebrisTech, LLC

Coordinates: 29.8057, -90.4252

Address: 455 1st St

Monitor: Hayden Cole Bryan



www.DebrisTech.com

SAMPLE REPORT - TRUCK CERT.



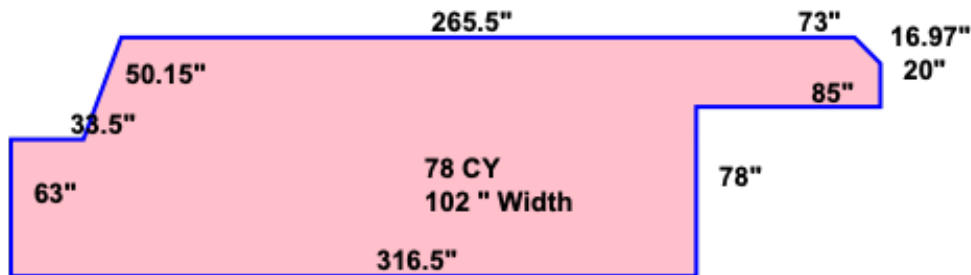
Truck Certification Form

Hurricane Ida Debris Removal St. Charles Parish Government

Current

Truck Number 00012517

Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: <u> </u> Trailer Tag Number: <u> </u>	Capacity (CY): <u>78</u>
Owner Truck No: <u>7637</u>	



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:31:55

www.DebrisTech.com



SAMPLE REPORT - TRAILER CERT.



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

***Hurricane Ida Debris Removal
St. Charles Parish Government***

Current

Truck Number 00012518

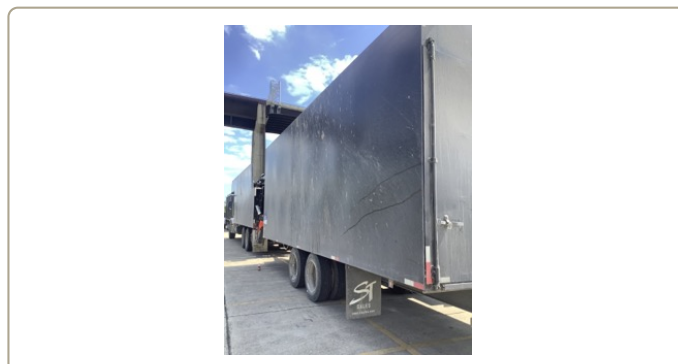
Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: <u>IL</u> Trailer Tag Number: <u>757aa096</u>	Capacity (CY): <u>84</u>
Owner Truck No: <u>7637</u>	

324"

119" **119"**

84 CY
102 " Width

324"



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:43:37

www.DebriTech.com

SAMPLE REPORT - HANGER TICKET



e-Ticket

Hurricane Ida Debris Removal

Ticket: 500819069

Truck: 00012965



Prime Contractor:

DRC Emergency Services

Truck Owner:

Backroad Trucking LLC

Monitoring Firm:

DebrisTech, LLC

Timestamp: 10/23/2021 10:44:38 AM

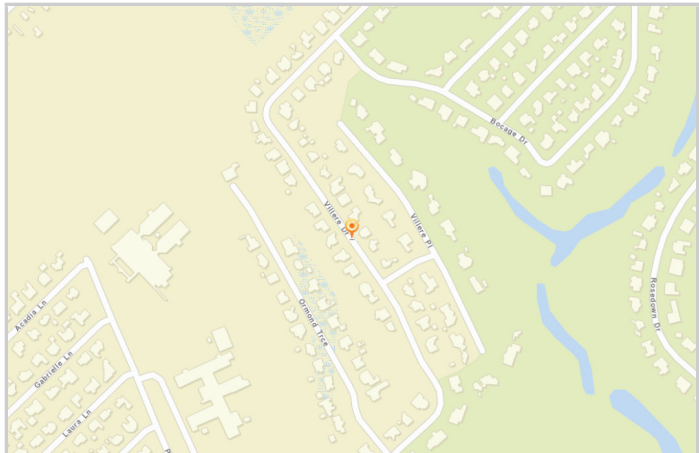
Debris Type: Hanger

Coordinates: 29.9757, -90.3748

Address: 124 Villere Dr

Monitor: CAROLINE H MALBROUE

CM



www.DebrisTech.com



SAMPLE REPORT - LEANER TICKET



e-Ticket

December 2021 Tornado Debris Removal

Ticket: 501211561

Truck: 00012707



Prime Contractor:

Ashbritt

Truck Owner:

Wolf Quality Construction, LLC (Donaldson)

Monitoring Firm:

ER Assist

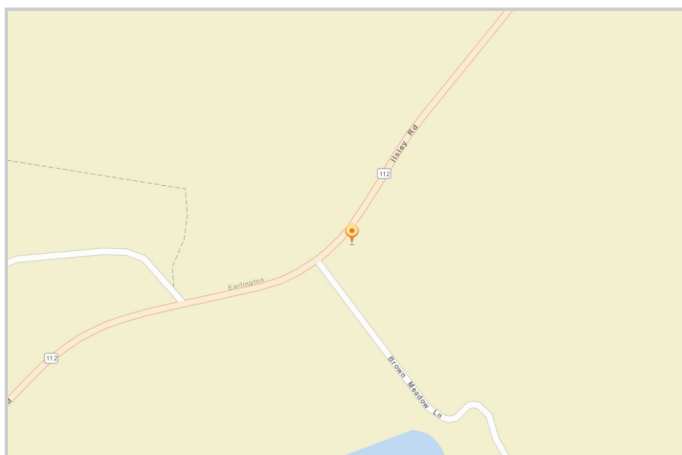
Timestamp: 3/16/2022 11:47:50 AM

Debris Type: Leaner Tree Size: 37

Coordinates: 37.2585, -87.5284

Address: Ilsley Rd

Monitor: Richard Nathan Carpenter



www.DebrisTech.com

SAMPLE REPORT - FLOOD DEBRIS



e-Ticket - Unit Rate **2021 Flood Debris Removal -** **Waterway**

Ticket: 600088410

Truck: 00011692



Contract:		
Prime:	Southern Disaster Recovery	
SubContractor:	Pride	
Pay Item:	Waterway Debris Removal	
Qty:	278	Unit: Linear
Ticket Opened:	1/9/2022 8:33:20 AM	
Ticket Closed:	1/9/2022 11:13:36 AM	
Coordinates:	35.4037, -82.8109	
Zone:	Site 8 - Pigeon River (Hungry	
Road:		
Monitor:	Angelia Gayle Cruthirds	
Monitor Signature:		
Contractor Signature:		



www.DebrisTech.com



SAMPLE REPORT - LOAD TICKET



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

001206810

Truck
Nums:

00009113



ROE Numbers:

Project: December 2021 Tornado Debris Removal

Sub: County Waste

Prime: Ashbritt

Owner: County waste

Contract:

Road:

Debris Type: C & D

Zone: Dawson Springs

CS-2011

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

Transit Time

Haul(d)*

Haul(r)*

Disposal Info

Load Info

14:32

Measurement Info

6.2

8.4

Time: 16:30:28 Date: 3/15/22

Time: 7:02:36 Date: 3/16/22

Time: 7:25:23 Date: 3/16/22

Loc: 37.1683, -87.6956

Loc: 37.1708, -87.5827

Loc: 37.1708, -87.5828

Site ID: RIAFDS

Site ID: RIAFDS

Mon: Joseph James Gray

Mon: Jacob Michael Todd

Mon: CHRISTOPHER ALLEN


www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



SAMPLE REPORT - MARINA



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

City of Panama City, FL
Panama City Marina Debris Removal
Debris Removal Daily Report - 01/07/2021

Contractor: H. G. Harders & Son, Inc.

Monitoring Firm: Landfall Strategies

Debris Removal Pay Item:	Volume (Cubic Yards)	
	Today	To Date
PCMarina		
1.08 - Demolition (Concrete Breakwaters) - Upland Disposal	0	586.5
Haul Out	0	4097.7
1.06 - Demolition (Land Side Structures) - Upland Disposal	0	1954.6
1.07B - Demolition (Water Side Docks, Slips, Other) - Upland Disposal	0	2051.8
1.07A - Demolition (Water Side Concrete Piles) - Upland Disposal	0	848.4
1.05 - Wet (loose) Debris Removal - Upland Disposal	0	2364.3
PCMarinaSAM		
	0	0
	0	0
	0	0
	0	0
	0	0
Haul Out	0	1029.7
1.06 - Demolition (Land Side Structures) - Upland Disposal	0	112
1.07B - Demolition (Water Side Docks, Slips, Other) - Upland Disposal	0	136.5

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com



SAMPLE REPORT - DAILY SUMMARY



Hopkins County Fiscal Court December 2021 Tornado Debris Removal

Debris Removal Daily Report - 03/16/2022

Contractor: AshBritt	Total Work Days To Date: 57
Monitoring Firm: ER Assist	Total Days into Contract Period: 80

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	15	Today's Debris Production: 3,478.5	0.0
Average Loads Per Truck:	4.5	Average Daily Production: 6,438.9	0.0

Debris Quantity Summary - Right of Way

	Today			Volume (CY)			Weight (Tons)	
	Today	To Date		Today	To Date		Today	To Date
Vegetative Loads:	30	2,328	Vegetative Debris:	1,400.0	109,269.0		0.0	0.0
C & D Loads:	37	5,821	C & D Debris:	2,078.5	254,176.1		0.0	0.0
Wood Chip Loads:	0	0	Wood Chips:	0.0	0.0		0.0	0.0
Other Loads:	0	67	Other Loads:	0.0	3,574.5		0.0	0.0

Debris Quantity Summary - Total Project

	Today			Volume (CY)			Weight (Tons)	
	Today	To Date		Today	To Date		Today	To Date
Total Loads Generated:	67	8,216	Total Cubic Yards:	3,478.5	367,019.6		0.0	0.0

Unit Rate Items

	Today			Today	
	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	9	533	White Goods:	0	0
Leaning Trees (13"-23"):	8	455	Stumps:	0	16
Leaning Trees (24"-36"):	14	271	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	3	46	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	28			

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com

SAMPLE REPORT - ZONE SUMMARY



Debris Quantity Summary By Zone - 02/23/2022

Project Totals - All Zones

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	12	13858	763.4	718,080.3	0.0	15.0
C & D Debris:	50	10885	2,978.7	514,552.3	0.0	618.8
Wood Chips:	0	1381	0.0	133,883.8	0.0	0.0
C & D Haul Out:	3	2403	324.3	219,371.0	0.0	0.0
Project Totals:	65	28527	4,066.4	1,585,887.4	0.0	633.9

Zone: 0 -

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	9	0.0	287.5	0.0	0.0
C & D Debris:	0	0	0.0	0.0	0.0	0.0
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	9	0.0	287.5	0.0	0.0

Zone: 1 - St. Charles Parish

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	55	0.0	1,844.7	0.0	0.0
C & D Debris:	0	40	0.0	850.9	0.0	7.5
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	95	0.0	2,695.6	0.0	7.5

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com



SAMPLE REPORT - ZONE SUMMARY



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government Hurricane Ida Debris Removal

Debris Quantity Summary By Zone - 02/23/2022

Zone: 11 - St. Rose						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	600	0.0	30,529.3	0.0	0.0
C & D Debris:	8	875	552.3	41,496.2	0.0	140.6
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	8	1475	552.3	72,025.5	0.0	140.6

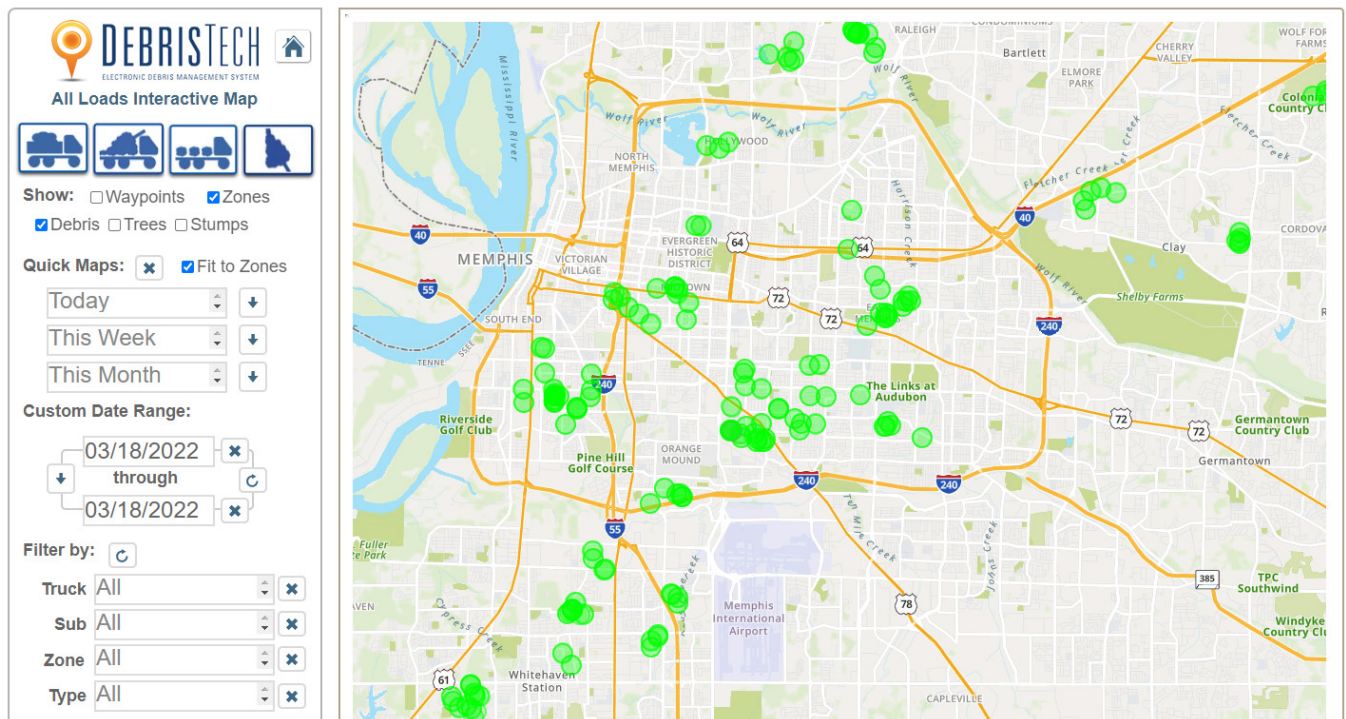
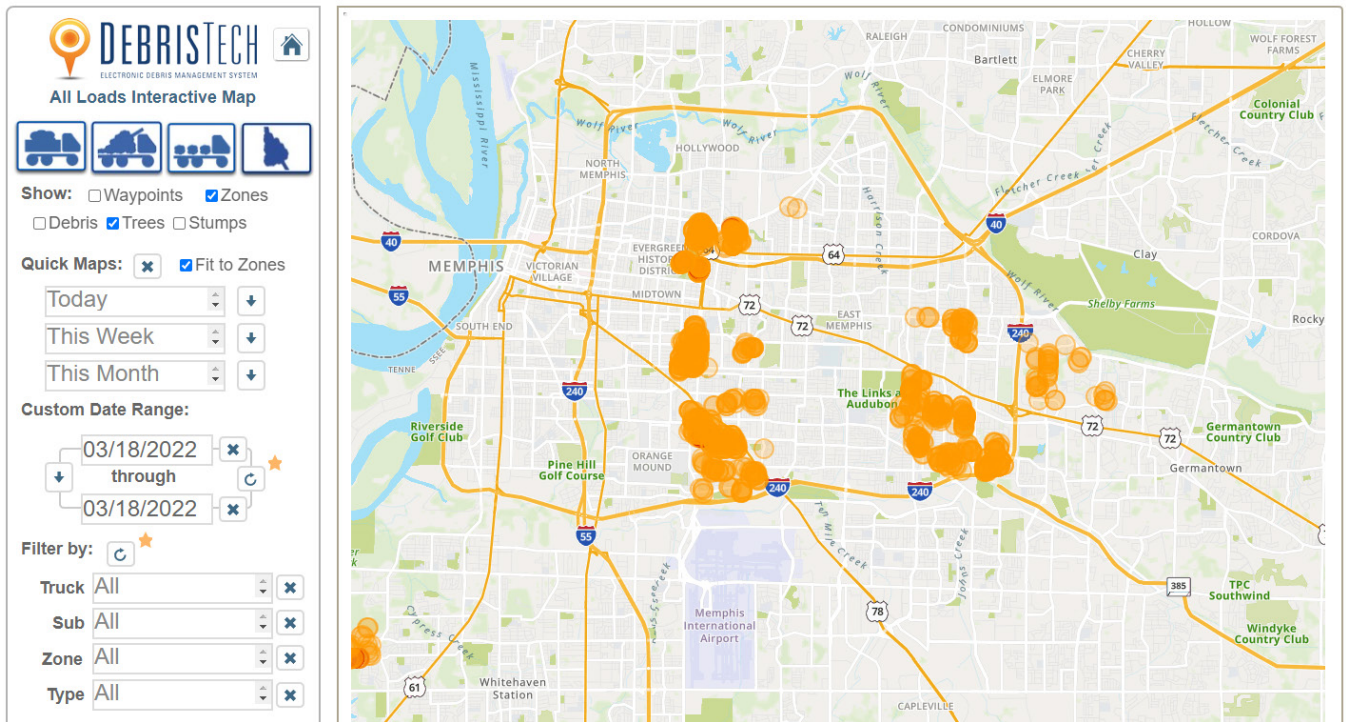
Zone: 12 - Bayou Gauche						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	4	445	244.7	21,143.5	0.0	0.0
C & D Debris:	2	483	124.0	23,719.8	0.0	4.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	6	928	368.7	44,863.3	0.0	4.1

Zone: 13 - Hahnville						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	984	0.0	43,942.7	0.0	0.0
C & D Debris:	0	818	0.0	32,492.3	0.0	78.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	1802	0.0	76,435.0	0.0	78.1

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

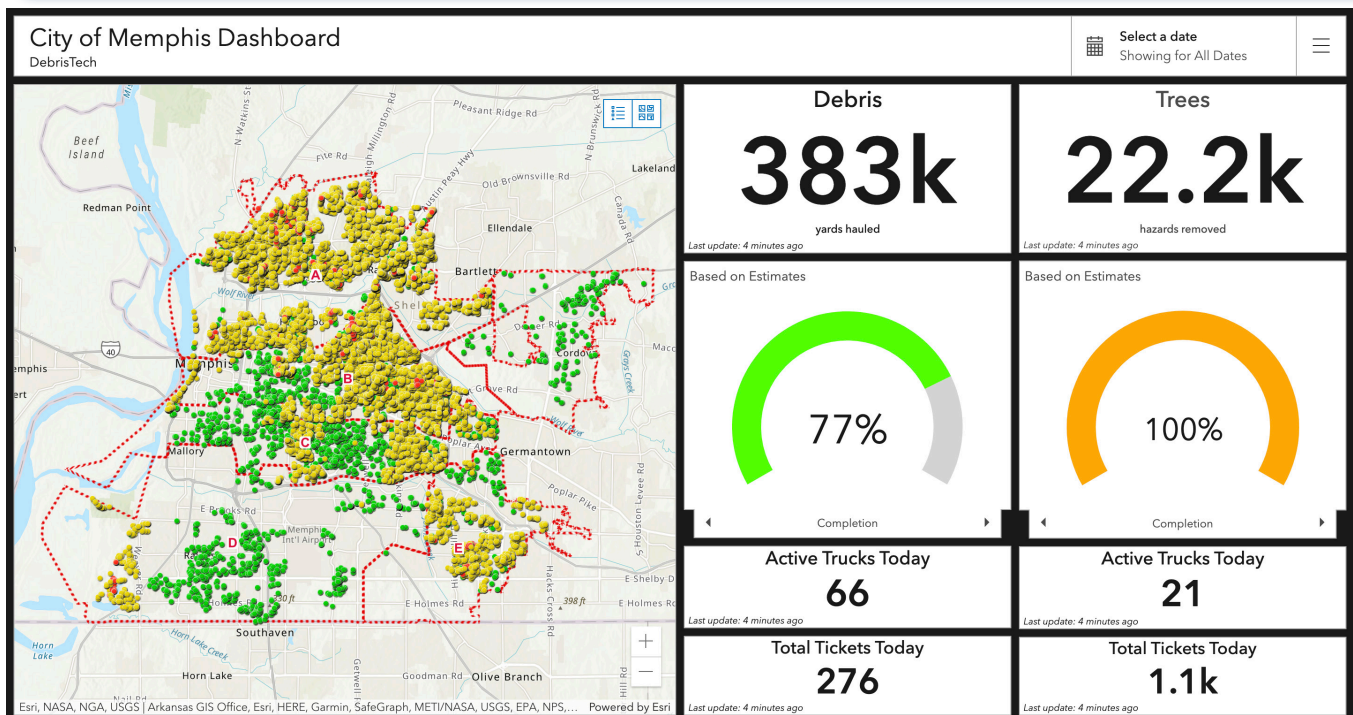
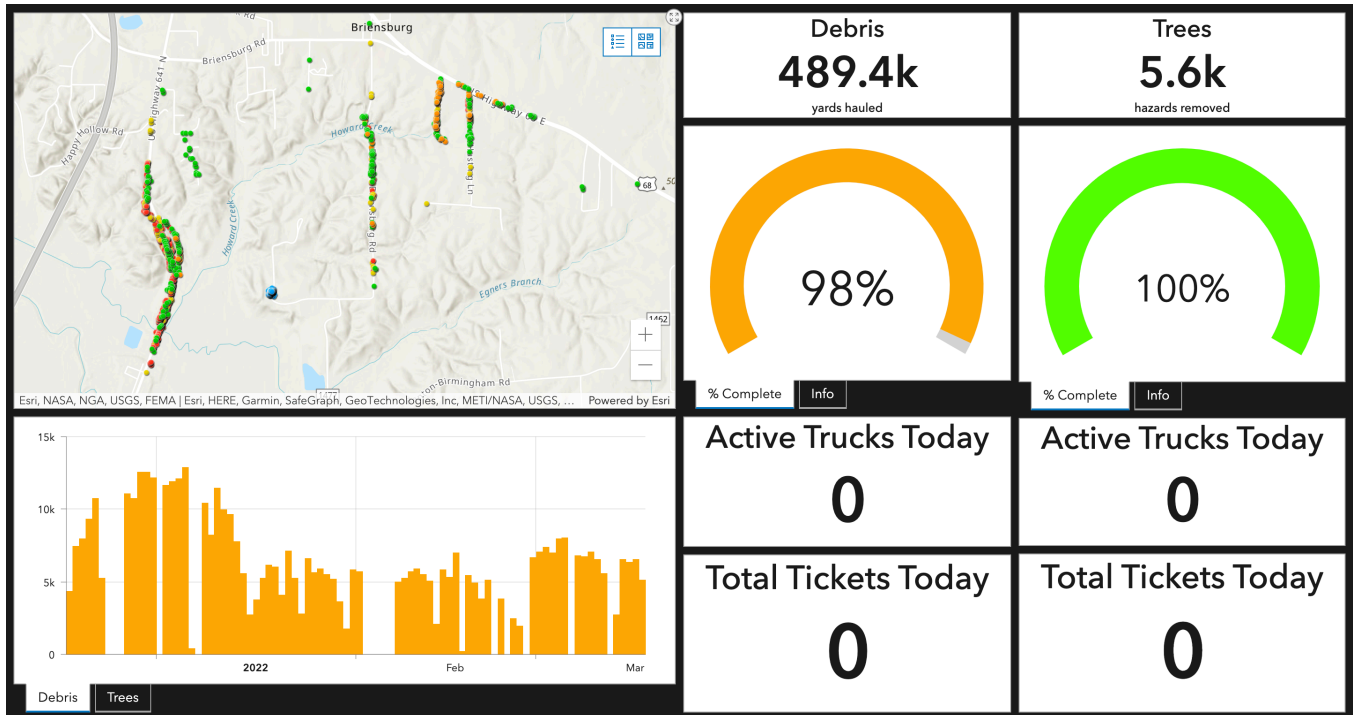
www.DebrisTech.com

SAMPLE REPORT - INTERACTIVE MAP





SAMPLE REPORT - DASHBOARD





REFERENCES



DEBRISTECH



REFERENCE 1

JACKSONVILLE BEACH

City of
Jacksonville Beach
Operations &
Maintenance Facility
Department of Public
Works
1460-A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6219
Fax: 904.247.6117
www.jacksonvillebeach.org



DEPARTMENT OF PUBLIC WORKS

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal
DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,
Dennis R. Dupries
Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250



REFERENCE 2

City of **Neptune Beach**



Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526



REFERENCE 3



ASHLAND - BOYD COUNTY - CATLETTSBURG OFFICE OF EMERGENCY MANAGEMENT

2039 MAIN STREET W. ASHLAND, KY 41102

OFFICE (606) 393-1801 FAX (606) 739-0025

www.boydcoem.net

TIM ENGLAND

EXECUTIVE DIRECTOR

HAROLD HOLLEY

CHIEF DEPUTY DIRECTOR - OPERATIONS

JASON QUEEN

FEMA COORDINATOR

GREGORY PRIDDY

DEPUTY DIRECTOR - ADMINISTRATION

June 14, 2021

To Whom It May Concern:

Re: Debris Tech

The Boyd County Fiscal Court appreciates the efforts of Debris Tech in assisting our county with the clean-up tasking in the aftermath of the 2021 Ice Storm that significantly impacted Eastern Kentucky. It is without reservation that I am writing this letter of recommendation on behalf of the residents of Boyd County, Kentucky.

The personnel of Debris Tech were extremely professional as well as specifically trained in the utilization of the reporting techniques required by FEMA for this type of incident. Debris Tech staff worked closely with our debris removal team, thereby ensuring that the removal and reporting process maximized efficiencies to the complete removal of all storm debris. The data that was assimilated by Debris Tech was extrapolated utilizing methodologies that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please feel free to reach out to me if you have any questions regarding the extremely proficient services that Debris Tech provided the Boyd County Fiscal Court during this incident.

Respectfully,

Jason Queen
FEMA Coordinator

C/C: Eric Chaney, County Judge Executive
Tim England, EM Executive Director
file



REFERENCE 4

City of Mustang

Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Debris Tech,

The City of Mustang could not be any more pleased with the monitoring services we have received from Debris Tech. Their attention to detail and ability to provide data in real time has assisted the City of Mustang in providing accurate information for reports as well as providing it to our citizens. Debris Tech is second to none in their customer service and we appreciate their efforts in delivering a quality product to the City of Mustang.

Thank you,

Justin Battles
Assistant City Manager
City of Mustang, OK



FEMA REIMBURSEMENT

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

FEMA Compliance

Monitoring the debris removal process from site loading to disposal with electronic tracking ensuring FEMA COMPLIANCE. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invoice with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.



MINORITY (MBE) PARTICIPATION



DEBRISTECH



MINORITY PARTICIPATION

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises who's specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements.





AFFIRMATIVE ACTION PLAN

EQUAL EMPLOYMENT OPPORTUNITY (EEO) & AFFIRMATIVE ACTION (AA) POLICY

DebrisTech shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap.

DebrisTech shall take affirmative action in accordance with the terms outlined in its proposal and the provisions of this contract to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap. 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.

DebrisTech agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the city setting forth the provisions of the nondiscrimination clauses.

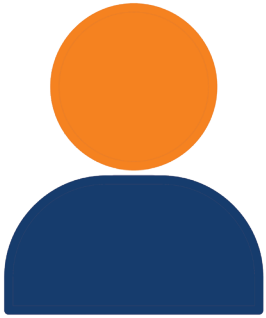
- 1. Policy** - DebrisTech is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, color, religious creed, national origin, ancestry, sex, age, veteran status, marital status or physical challenges. This policy includes affirmative action in the area of placement, promotion, transfer, rate of pay and termination. The policy applies not only to recruitment and hiring practices, but also includes affirmative action in the area of placement, promotion, transfer, rate of pay and termination. Executive, management and supervisory levels have the responsibility to further the implementation of this policy and ensure conformance by subordinates. Any employee who engages in discrimination will be subject to suspension or termination. Any supervisory or managerial employee who knows of such behavior and fails to take immediate and appropriate corrective action will also be subject to disciplinary action. Any individual who is the target of discrimination is encouraged to discuss the matter with the Department Director. Any individual who feels such a discussion would be or has been futile, unsatisfactory or counterproductive should contact the Human Resources Department. A member of the Human Resource staff will be designated to investigate the claim. The accused individual may be suspended pending the outcome of the investigation. Retaliation against claimants will not be tolerated.
- 2. Dissemination of Policy Within DebrisTech** - DebrisTech will maintain appropriate steps to ensure that all employees understand the company's obligation under this policy and specifically instruct supervisory personnel in their responsibilities for carrying out this policy.
- 3. Affirmative Action Program** - DebrisTech will maintain an Affirmative Action Program designed to ensure that there will be no discrimination on the basis of race, color, religion, sex, national origin, marital status, age or disability, etc.



AFFIRMATIVE ACTION PLAN

4. **Responsibility for Program** - DebrisTech will designate one of its officials as equal opportunity compliance officer for executing this agreement, including liaison with the staff of the Human Relations Council.
5. **Hiring Practices** - DebrisTech will maintain hiring practices designated to achieve a reasonable representation of minority and female employees at every job level.
6. **Testing** - DebrisTech will review its testing procedures to see that they are kept up to date and reflect standard and acceptable testing practices.
7. **Recruitment Sources** - DebrisTech will specifically notify all sources of recruitment, employment agencies, placement bureaus, colleges, universities, labor unions, etc., that it does not discriminate on the basis of race, religion, color, sex, national origin, marital status, age or disability, etc.; that the company actively solicits minority group applicants and that it will discontinue the use of sources where it appears that direct or indirect discriminatory practices exist.
8. **Changes in Employee Status** - DebrisTech will review all procedures relating to transfer, upgrading, downgrading and lay-off, to ensure that all such actions are taken without regard to race, religion, color, sex, national origin, marital status, age or disability, etc.
9. **Training** - DebrisTech will cooperate with available resources in utilizing training programs designed to admit minority group members and females to regular employment with the company.
10. **Suppliers and Subcontractors** - DebrisTech shall obtain written assurance that these requirements have been read and they fully agree to this Affirmative Action Program, from all suppliers and/or subcontractors involving an expenditure requiring City Commission approval. Further, those suppliers and/or subcontractors agree to become a part of the full implementation of said program.

DebrisTech is proud to be an equal opportunity employer. We are committed to providing equal employment opportunities to you and all other persons without regard to race, creed, color, religion, national origin, sex, marital status, citizenship status, age, veteran status or disability. Furthermore, we will not tolerate any form of discrimination or harassment of our employees by co-workers, supervisors, customers, or vendors. This commitment extends to our policies on recruiting, advertising, hiring, placement, promotion, training, transfer, wages, benefits, termination and all other privileges, terms and conditions of employment.



SUBCONTRACTORS



DEBRISTECH



PROPOSED SUBCONTRACTORS

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises who's specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractors whose capabilities meet the requirements.





REQUIRED FORMS



DEBRISTECH

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

BAY HARBOR ISLANDS – DISASTER DEBRIS MONITORING SERVICES

POSITION	ESTIMATED HOURS		HOURLY RATE	TOTAL
PROJECT OFFICE/PRINCIPAL	10	X	90.00	\$ 900.00
PROJECT MANAGER	240	X	65.00	\$ 15,600.00
OPERATIONS MANAGER	360	X	55.00	\$ 19,800.00
FEMA REIMBURSEMENT MANAGER	360	X	125.00	\$ 45,000.00
FIELD SUPERVISOR & MONITOR	360	X	45.00	\$ 16,200.00
GIS SPECIALIST	120	X	No Charge	\$ 0.00
TDMS AND DROP-OFF SITE MONITOR	360	X	36.00	\$ 12,960.00
OPERATIONS SPECIALIST	300	X	55.00	\$ 16,500.00
ENGINEER/SCIENTISTS	120	X	125.00	\$ 15,000.00
ENVIRONMENTAL CONSULTANT	120	X	55.00	\$ 6,600.00
ADMINISTRATIVE SUPPORT	40	X	NoCharge	\$ 0.00
DATA ENTRY CLERK (PAPER TICKETS AS BACK UP IF NEEDED)	40	X	NoCharge	\$ 0.00

AERIAL PHOTOGRAPHS	QUANTITY		UNIT PRICE	TOTAL
AERIAL PHOTO PACKAGE (5 PHOTOS PER FLIGHT, DIFFERENT LOCATIONS)	4	X	125	\$ 500.00
PHOTOGRAPH COPIES (DUPLICATE OF ORIGINAL APPROVED PHOTO)	4	X	25	\$ 100.00
ADDITIONAL PHOTOGRAPHS (PER PHOTO, SAME FLIGHT, SAME LOCATION, DIFFERENT VIEW)	4	X	25	\$ 100.00
ADDITIONAL LOCATION (ONE PHOTO, SAME FLIGHT, DIFFERENT LOCATION)	4	X	25	\$ 100.00

TOTAL= \$ 149,360.00

 Brooks Wallace, President

Name of Bidder



 Signature of Bidder



LITIGATION

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employee employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

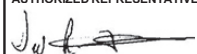
DATE (MM/DD/YYYY)
03/31/2022

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

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

PRODUCER BXS Insurance 16 Thompson Park Hattiesburg MS 39401		CONTACT NAME: Daphne Coleman PHONE (A/C No. Ext): 601-554-7321 FAX (A/C No): 877-288-0152 E-MAIL ADDRESS: daphne.coleman@bxsi.com	
INSURED DebrisTech, LLC 925 Goodyear Blvd Picayune MS 39466		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Navigators Insurance Company	
		INSURER B: Travelers Casualty Insurance Co of America	
		INSURER C: Accident Fund Ins Co of America	
		INSURER D: Continental Casualty Company	
		INSURER E: National Union Fire Ins Co Pittsburgh PA	

COVERAGES		CERTIFICATE NUMBER: 277441329		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	B6020088716	11/9/2021	11/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA5R338853	11/9/2021	11/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$	Y	Y	EBU033264216	11/9/2021	11/9/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCV6199208	11/4/2021	11/4/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability Included Claims Made Policy Form			CM21DPLZ032UEIV	9/15/2021	9/15/2022	Each Claim Aggregate Deductible \$1,000,000 \$1,000,000 \$15,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT - General Liability: Blanket Additional Insured (Form SB145932F 6-16) coverage provided applying on a primary and non-contributory basis (Form SB145932F 6-16). Blanket Waiver of Subrogation (Form SB145932F 6-16) Liability assumed in an "Insured Contract" as defined by Form SB147062-E 4-14) See Attached...							

CERTIFICATE HOLDER	CANCELLATION
Livingston Parish 20355 Government Blvd. Suite D Livingston, LA 70754	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



INSURANCE

AGENCY CUSTOMER ID: DEBRINC-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED DebrisTech, LLC 925 Goodyear Blvd Picayune MS 39466
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability :
 Blanket Additional Insured (Form CAT4200215) coverage provided
 Blanket Waiver of Subrogation (Form CAT4200215).

Workers Compensation:
 Blanket Waiver of Subrogation (Form WC000313)
 Blanket 30 Day Notice of Cancellation (Form WC990651)

Umbrella:
 Blanket Additional Insured (Form G15057 6-05) with coverage provided applying on a primary and non-contributory basis and
 Waiver of Subrogation. Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers
 compensation) (Form UM0001 11/01).
 Professional (Errors & Omissions) Liability - Claims Made Form

BAUMANN & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
DebrisTech, LLC and Its Subsidiary
Picayune, MS 39466

Management is responsible for the accompanying financial statements of DebrisTech, LLC and Its Subsidiary, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of revenue and members' equity for the years then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Baumann & Company PLLC

Picayune, MS
April 8, 2021



DebrisTech, LLC and Its Subsidiary
Consolidated Balance Sheets
DECEMBER 31, 2020 AND 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current Assets		
Cash and Cash Equivalents	\$ 639,198	\$ 35,454
Account Receivable, Trade	7,359,953	2,896,506
Prepaid Insurance	77,345	61,980
Prepaid Payroll Taxes	42,027	-
Other Current Assets	22,667	26,699
Total Current Assets	<u>8,141,190</u>	<u>3,020,639</u>
Property & Equipment, at Cost		
Building & Improvements	548,803	31,594
Equipment	108,076	352,890
Vehicles	714,528	590,549
Aircraft	1,681,507	-
Accumulated Depreciation & Amortization	<u>(531,015)</u>	<u>(527,074)</u>
Total Property & Equipment	<u>2,521,899</u>	<u>447,959</u>
Total Assets	<u>\$ 10,663,089</u>	<u>\$ 3,468,598</u>

LIABILITIES & MEMBERS' EQUITY

Current Liabilities		
Accounts Payable	\$ 231,624	\$ 336,094
Short-Term Note Payable	1,544,277	1,803,856
Current Portion of Long-Term Debt	227,831	-
Salaries Payable	24,535	26,764
Payroll Taxes Payable	76,611	541
Accrued Interest Payable	2,975	-
Total Current Liabilities	<u>2,107,853</u>	<u>2,167,255</u>
Long-Term Debt - Banks		
Long-Term Debt - Banks	414,980	-
Less Current Portion of Long-Term Debt	<u>(227,831)</u>	<u>-</u>
Total Long-Term Liabilities	<u>187,149</u>	<u>-</u>
Members' Equity	<u>8,368,087</u>	<u>1,301,343</u>
Total Members' Equity	<u>8,368,087</u>	<u>1,301,343</u>
Total Liabilities and Members' Equity	<u>\$ 10,663,089</u>	<u>\$ 3,468,598</u>

DebrisTech, LLC and Its Subsidiary
Consolidated Statements of Revenue & Members' Equity (Deficit)
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
Revenues	\$ 21,272,950	\$ 7,042,890
Operating Expenses		
Wages & Labor	7,039,508	2,251,200
Outside Services	3,201,913	908,927
Other Direct Costs	705,634	219,766
Travel & Vehicle Expense	685,371	448,938
Payroll Taxes	571,643	177,389
Aircraft Operating Expenses	496,497	-
Technical Equipment & Field Supplies	387,167	200,085
Depreciation & Amortization	229,036	96,053
Legal & Professional Expenses	177,660	148,434
Rent Expense	140,881	242,621
Insurance Expense	113,381	139,264
Interest Expense	77,182	62,602
Communication & Internet Expense	56,555	104,239
Advertising	28,066	26,629
Other Expenses	275,046	275,456
Total Operating Expenses	<u>14,185,540</u>	<u>5,301,603</u>
Net Operating Income	7,087,410	1,741,287
Other Income (Expense)		
Interest Income	392	714
Covid-19 Paid Sick Leave Credit	9,117	-
Gain (Loss) on Asset Disposition	(28,976)	-
Total Other Income (Expense)	<u>(19,467)</u>	<u>714</u>
Net Income	7,067,943	1,742,001
Members' Equity (Deficit), Beginning of Year	1,301,343	(237,960)
Members' Distributions	<u>(1,199)</u>	<u>(202,698)</u>
Members' Equity, End of Year	\$ <u><u>8,368,087</u></u>	\$ <u><u>1,301,343</u></u>



Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**DebrisTech, LLC****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.**925 Goodyear Blvd.****6** City, state, and ZIP code**Picayune, MS 39466****7** List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

or

Employer identification number

2	7								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

Date ►

January 1, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of Debristech, LLC, a Mississippi limited liability company (the “Company”), as evidenced by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 11th day of January, 2021:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain “Requests for Proposals” (“RFPs”) on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF JANUARY 11, 2021.



BROOKS R. WALLACE
Sole Manager

**BID FORM****BID FROM:**Company: DebrisTech, LLCAddress: 925 Goodyear BlvdCity/St/Zip: Picayune, MS 39466Phone/ Fax: 601-658-9598/601-658-9656

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

Disaster Debris Monitoring Services, Project No. BHI-221, located in the Town of Bay Harbor Islands, Florida.

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

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

Addendum No.Addendum Date

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

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

- 5.01** Bidder's Information:
 The Bidder states that he/she is an experienced firm and has completed similar projects within the last five years. This information has been provided on the Consultant's Qualifications Statement.
- 6.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Bid and Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Bid Documents and the Contract for Construction, attach a statement to this Bid Form to indicate the number of days required.
- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of Bid Bond
 - B. Bid Bond Form
 - C. Consultant's Qualifications Statement, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
 - D. Signed Trench Safety Act Form (if applicable)
 - E. O.S.H.A Standards Acknowledgement Form
 - F. Non Collusion Affidavit
 - G. Copy of State of Florida's License;
 - H. Addenda
- 8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions, if any.

SUBMITTED on March 28th, 2022.

State License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

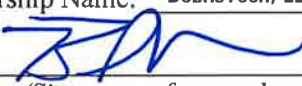
Phone No.: _____ FAX No.: _____



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

A Partnership

Partnership Name: DebrisTech, LLC (SEAL)

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

Name (typed or printed): Brooks Wallace, President

Business address: 925 Goodyear Blvd. Picayune, MS 39466

Phone No.: 601-658-9598 FAX No.: 601-658-9656

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name: (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.
 The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your entity/company in detail.

DebrisTech, LLC is a Mississippi Limited Liability Company authorized to perform business in the state of Florida. Since 2010, we have provided debris monitoring services across the country. Some of our clients include: Mississippi EMA, Puerto Rico Dtop City of Jacksonville Beach FL, Bay County FL, and a pre-event contract with Broward County.

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

925 Goodyear Blvd., Picayune, MS 39466

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

601-658-9598

601-658-9656

Brooks@debristech.com, Debra@debristech.com hdungan@debristech.com

4. Number of employees:

210

5. Number of employees assigned to this Project:

1 Project Manager, 1 Operations Manager, 1 Field Supervisor for every 8-10 debris monitors, 1 debris monitor for every loading operation Admin, Data entry, and GIS services related to debris removal are included in our services but will not be billed to the client.

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

27-3362906

7. Provide Firm's License, and expiration date:

27-3362906

DUNS 078693755

8. How many years has your organization been in business as an Engineering Firm? Does your organization have a specialty?

The owners of the company are professional engineers, currently serving as county and city engineers in Mississippi and have been since 1992. However, DebrisTech performs debris monitoring following federally declared disasters.

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



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

DebrisTech, was a sub-contractor during the recovery of Bay County FL and Panama City FL from Hurricane Michael.

Our management team provided time management, invoicing services, ADMS services, data services, and debris removal monitoring operations management from December 2018 to July 2020. This is referred to as the largest debris removal effort in Florida.

DebrisTech, was in charge of 2/5 of the Puerto Rico DTOP debris removal monitoring efforts following Hurricanes Irma and Maria.

DebrisTech, is in charge of St Charles Parish, LA debris removal monitoring efforts following Hurricanes Ida.

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

No.

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

11.1.

Name

Dennis Dupries, Construction Engineer City of Jacksonville Beach, FL

Address

1460-A Shetter Avenue Jacksonville Beach FL 32250

Telephone No.

904-247-6219

11.2.

Name

Chandra Sampey, Contract Manager, St. Charles Parish, LA

Address

15026 River Road, Hahnville, La. 70057

Telephone No.

985-783-5102 csampey@stcharlesgov.net

11.3.

Name

Don Wilson Mississippi EMA Covid

Address

1 MEMA Dr. Pearl, MS 39208

Telephone No.

601-519-1883 dwilson@mema.ms.gov

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

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
Hurricane Ida	St. Charles Parish	\$2,180,000	August 29, 2022	85
Covid	MEMA	\$4,161,000	N/A	N/A
Ice Storm	City of Memphis, TN	\$752,000	April 31, 2022	90
Flash Flood	City of Waverly, TN	\$205,000	April 31, 2022	90
Tornado	Marshall County, KY	\$810,000	June 31, 2022	80
Tornado	Hopkins County, KY	\$748,000	June 31, 2022	90
Tornado	Caldwell County, KY	\$354,000	June 31, 2022	90
Fire	Oregon DOT	\$1,910,000	N/A	N/A

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

(Continue list on insert sheet, if necessary.)

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

We have not visited the project site. However, we have responded to more than 140 contract activations for the described service

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

SubContractor Name	Address	Work to be Performed
N/A		

The foregoing list of subconsultants(s) may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

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

We own our ADMS. 2000+ iPads, 40 TDMS kits,

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

John McNeese

17. State the true, exact, correct and complete name of the partnership, corporation, company and/or



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a limited liability company, state the name of the managing member. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

DebrisTech, LLC

Brooks Wallace - Managing Partner

H. Les Dungan III, J. Jeff Dungan, J. Lee Mock, Ryan Holmes - Partners

17.1 The correct name of the Bidder is:

DebrisTech, LLC

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

Limited Liability Company

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

Brooks Wallace - Managing Partner

H. Les Dungan III, J. Jeff Dungan, J. Lee Mock, Ryan Holmes - Partners

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

1) NAME OF PROJECT	City of Jacksonville Beach, FL - Hurricane Irma Recovery
YEAR OF PROJECT	2017
OWNER OF PROJECT	City of Jacksonville Beach, FL
CONTACT NAME	Dennis Dupries, Construction Engineer City of Jacksonville Beach, FL
CONTACT PHONE NO.	904-247-6219
CONTACT E-MAIL	ddupries@jaxbchfl.net
LOCATION OF PROJECT	City of Jacksonville Beach, FL
SCOPE OF WORK	Debris Monitoring following Hurricane Irma 2017
APPROXIMATE VALUE	\$84,000

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

2) NAME OF PROJECT	St. Charles Parish, LA-Hurricane Ida Recovery
YEAR OF PROJECT	2021
OWNER OF PROJECT	St. Charles Parish, LA
CONTACT NAME	Chandra Sampey, Contract Manager
CONTACT PHONE NO.	985-783-5102
CONTACT E-MAIL	csampey@stcharlesgov.net
LOCATION OF PROJECT	St. Charles Parish, LA
SCOPE OF WORK	Debris Monitoring Services for the parish, the school district, and canals following Hurricane Ida
APPROXIMATE VALUE	\$2,180,000
3) NAME OF PROJECT	City of Kenner, LA-Hurricane Ida Recovery
YEAR OF PROJECT	2021
OWNER OF PROJECT	City of Kenner, LA
CONTACT NAME	Doug Dodt
CONTACT PHONE NO.	504-471-2100
CONTACT E-MAIL	ddodt@kenner.la.us
LOCATION OF PROJECT	City of Kenner, LA
SCOPE OF WORK	Debris Monitoring Services for the City following Hurricane Ida.
APPROXIMATE VALUE	\$860,000

FOLLOW ON THE NEXT PAGE



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

SIGNATURE AND NOTARY ACKNOWLEDGEMENT

CONSULTANT:

Print Name: Brooks Wallace

Print Title: President

Date: March 28th, 2022

STATE OF Mississippi)
) S.S.
 COUNTY OF Forrest)

The foregoing instrument was acknowledged before me this 28th day of March, 2022, by Brooks Wallace, President who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 28th day of March, 2022.

(NOTARY SEAL)

(Signature of person taking acknowledgment)



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

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

_____ TOWN OF BAY HARBOR ISLANDS _____

_____ 9665 Bay Harbor Terrace _____

_____ Bay Harbor, FL 33154 _____

BID

BID DUE DATE: March __, 2022 at 3:00 P.M.

Project Description including Location is as follows:

PROJECT NAME: DISASTER DEBRIS MONITORING SERVICES

PROJECT NO: BHI-221

LOCATION: TOWN OF BAY HARBOR ISLANDS, FLORIDA

BOND

BOND NUMBER: _____

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

PENAL SUM: _____

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

BIDDER

SURETY

_____ (Seal)

Bidder's Name and Corporate Seal

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title

Attest: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

DebrisTech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

SURETY:*(Name, legal status and principal place of business)*

Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060

OWNER:*(Name, legal status and address)*

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

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:*(Name, location or address, and Project number, if any)*

Debris Monitoring Services
Bay Harbor, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **31st** day of **March**, 2022



(Witness)

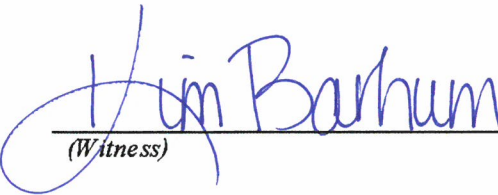
DebrisTech, LLC

(Contractor as Principal)

(Seal)



(Title)



(Witness)

Markel Insurance Company

(Surety)

(Seal)



(Title)

David Robin Fortenberry, Attorney-in-Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kimberly B. Barhum, David Robin Fortenberry, Richard Teb Jones, Mary J. Norval

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

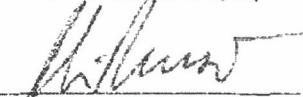
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 3rd day of September 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



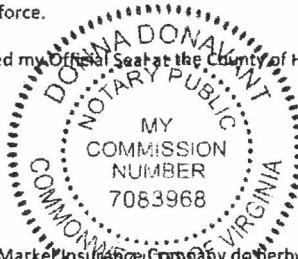
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 3rd day of September 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

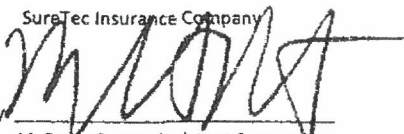


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

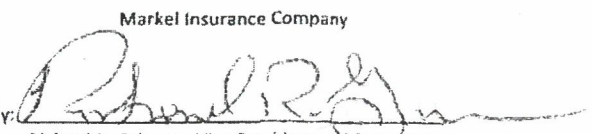
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 31st day of March, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

TRENCH SAFETY ACT
 (90-96, Laws of Florida)

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

	Trench Safety Measure (Description)	Unit of Measure (LFSF)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

Total \$ *NA*

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

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

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



 Signature of Bidding Contractor

END OF DOCUMENT



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

**ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO: Town of Bay Harbor Islands, Florida

We Brooks Wallace, President, hereby acknowledge and agree that as contractors for the construction of the "DISASTER DEBRIS MONITORING SERVICES", that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Bay Harbor Islands, Florida against any and all legal liability or loss the Town may incur due to DebrisTech, LLC
_____(Contractor's name) failure to comply with such act.



ATTEST


ATTEST

DebrisTech, LLC

CONTRACTOR

By:  _____

Title: Brooks Wallace President

March 28th, 2022

DATE

END OF DOCUMENT

REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

NON-COLLUSION AFFIDAVIT

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

**NON-COLLUSION AFFIDAVIT
(CONTINUED)**

5. The response to the attached Invitation to Bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Brooks Wallace

Print Name

President

Title

March 28th, 2022

Date

Witness my hand and official notary seal/stamp at March 28th, 2022 9:00am the day and year written above

STATE OF FLORIDA)
)SS:
 COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brooks Wallace as President, of DebrisTech, LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28th day of March, 2022.

NOTARY PUBLIC
 My Commission Expires:



REQUEST FOR PROPOSALS (RFP) BHI-221
DISASTER DEBRIS MONITORING SERVICES

ADDENDUM NO. 1

Issued: _____ (Date)

Project: Disaster Debris Monitoring Services

Project No. BHI - 221

Notice to All Bidders:

ADDENDA TO BE PLACED HERE

Issued By:

Name

PROOF OF RECEIPT

Bidder/Recipient

Signature:

Print Name:

Firm:

Date:

Brooks Wallace

DebrisTech, LLC

March 28, 2022



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

925 Goodyear Blvd, Picayune, MS 39466

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 5.

ITEM: Consideration and approval of a proposal from Chen Moore in the amount of \$90,246.45 for the conceptual design for the new Public Works Facility in the 95th Street Parking Lot. The amount was previously reported as \$66,556.45.

DESCRIPTION:

Review and approval of a proposal from Chen Moore & Associates in the amount of \$90,246.45 for the conceptual design for the new Public Works Facility in the 95th Street Parking Lot. This item was approved at the April 13, 2022 Regular Council Meeting (Discussion Item 16). However, the price was erroneously reported as \$66,556.45. All other pertinent information regarding this request for services remains the same.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This project was not budgeted in the '21-'22 FY budget. However, because of its importance to gain room for the new Block 11 Parking Garage, money from the current fiscal year's Parking Fund Capital Improvement Plan, in the amount of \$52,500.00, will be used. The balance of \$37,746.45 from this fiscal year will be taken from the Parking Fund Fund Balance: 404.0000.271.000000

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
New Public Works Building oncept and Design	06/30/2022	\$52,500.00	401.5415.400063.000	BHI 224 NEW PUBLIC WORKS BUILDING	\$52,500.00
NEW PUBLIC WORKS BUILDING CONCEPT AND DESIGN	06/30/2022	\$37,746.45	404.0000.271.000000	BHI 224 NEW PUBLIC WORKS BUILDING	\$0.00

Submitted By:

Douglas Armstrong, Public Works Director

Stephanie Bruder, Council Member

ATTACHMENTS

1.	New Public Works Facility - Conceptual Design_CMA Civil Revised Fee proposal 25APR22
----	---

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



March 9, 2022

SENT VIA E-MAIL (jcustodio@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 – New Public Works Facility – Conceptual design - Civil Engineering
CMA Proposal No. 22-0326.P0002

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, conceptual designs for a new Public Works facility at NE 95th 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 relocating the public works operations into a new facility to be located within a Town owned property, currently being used as a public parking lot on NE 95th Street. The existing Public Work facilities on the Town Hall property are meant to be demolished to make way for a new parking structure. CMA has been asked by the Town to provide programming and conceptual designs for this new facility. We shall sub-contract the architectural component of the programming and conceptual design to our sub-consultants, Carty Architecture, LLC, 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.
Project Engineer – Nicholas Karpathy, P.E.
Engineer – Harry Palenzuela, E.I.
Senior CAD Technician – Andres Aristazabal

Sub-consultants for this Project

- Architect – Carty Architecture, LLC

chenmoore.com

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 and Programming

- 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 conceptual plans.
- Coordination with the franchise utility owners as required to facilitate the relocations and/or removals of existing facilities to accommodate the proposed concepts.
- 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 will develop a comprehensive civil and architectural program for the replacement facility; existing public works facilities, existing vehicles and other equipment, required adjacencies, new program requirements and all other pertinent data. Maximum utilization of the site will be studied, including circulation and placement of elements to maximize functionality, as well as to reduce impact to neighbors. This effort will be performed in conjunction with Carty Architects, LLC, Bay Harbor Islands staff and representatives, and any other stakeholders. The approved program will then be used as the basis of the conceptual design.

Task 2 – Conceptual Design

- Consultant will develop two concepts designs for the project. The 2 concepts will include site layout, vehicular circulation and basic floor plan diagrams showing program spaces and the general massing of the building, which can then be presented to the project stakeholders. The preferred conceptual design will be revised to incorporate any comments and developed into a final scheme.
- Consultant shall engage in continuous, close coordination with the client to ensure project criteria is met.

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.

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



- It is understood that the client's exact program will be determined during the programming and conceptual design phase, but the new program is generally intended to be a replacement of the existing public works facility (storage, offices, conference room, vehicle parking, dumpsters) and an employee gym.
- Due to the flood criteria height requirements and site area, it was agreed that the building should be 2 stories in height.
- The site for the new facility is an existing parking lot, approximately 225ft x 150ft located at 1033 95th St, Bay Harbor Islands.
- Scope of work includes up to two (2) program verification meetings, two (2) conceptual design options with revisions to one (1) scheme, and a maximum of up two (2) presentations.
- This scope of services DOES NOT include any detailed photo realistic renderings, LEED design services, title work, site plan approval documents, project fees, underground utility survey of existing conditions, identification of or abatement design for hazardous materials, material testing, inspection or testing of existing utility lines, specialty consultants, traffic engineering, or land surveying services.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.

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.

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 and Programming	\$9,270.00	\$9,270.00
2	Conceptual Design	\$14,420.00	\$14,420.00
	Civil Engineering Subtotal	\$23,510.00	\$23,510.00
	Sub-consultants		+
	Architecture – Carty Architects, LLC	\$63,556.45	\$63,556.45
	Lump Sum Total		+
	Reimbursables Allowance	\$3,000.00	\$3,000.00
		TOTAL	\$90,246.45

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



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: **New Public Works Facility – Conceptual Design**
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.P0002**
Agreement Date: **March 9, 2022**

FEE: Lump Sum of **\$63,556.45** (+ a \$3,000.00 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

May 11, 2022

ITEM NUMBER: 6.

ITEM: Consideration and approval to piggyback off a rental contract with United Rentals through Sourcewell in the amount of \$29,710 to provide onsite backup Emergency generator for Town Hall electrical system in preparation of the upcoming Hurricane Season, pursuant to Section 21.2(6) of the Town Code.

DESCRIPTION:

Approval of United Rental's via Sourcewell Membership Rental Agreement #062320-URI to provide a backup generator at the Town Hall Complex for the amount of \$29,710.00 (6 mo. rental). See rental quote attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

\$14,885.00 REMAINS IN BUDGET FOR JULY-SEP 2022. OCTOBER-DECEMBER 2022 SHALL BE COVERED WITH FUNDING UNDER THE NEXT FISCAL YEAR'S BUDGET.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project # (s)	Amount Budgeted
BACKUP GENERATOR RENTAL FOR HURRICANE SEASON	07/01/2022	\$30,000	001.5190.400044.000		\$30,000

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

ATTACHMENTS

1.	Sourcewell Rental Quote_205521978 for Backup Generator for 2022 Hurrincane Season April 25, 2022
----	--



POWER & HVAC

BRANCH C86
6501 NW 77TH AVE
MIAMI FL 33166-3642
000-000-0000

RENTAL QUOTE

205521978

Job Site

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TER
BAY HARBOR IS FL 33154-2005

Office: 305-866-6241 Cell: 786-877-4130

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TER
BAY HARBOR ISLANDS FL 33154-2005

Customer # : 1354606
Quote Date : 04/22/22
Estimated Out : 06/01/22 01:00 PM
Estimated In : 11/16/22 12:00 PM
UR Job Loc : 9665 BAY HARBOR TER,
UR Job # : 2
Customer Job ID :
P.O. # : TBD
Ordered By : DOUGLAS ARMSTRONG
Written By : DAVID RYAN
Salesperson : DAVID RYAN

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2403354	GENERATOR 400-499 KVA TIER 4 SOURCEWELL MEMBERSHIP RENTAL AGREEMENT #062320-URI TOWN OF BAY HARBOR ISLANDS MEMBER # 130356	1,200.00		2,320.00	4,860.00	29,160.00
14	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM					N/C
14	241/5970	CABLE TAIL 4/0 MCAM BARE END					N/C

Rental Subtotal: 29,160.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	275.000	EACH	275.00
1	PICKUP CHARGE	275.000	EACH	275.00
Sales/Misc Subtotal:				550.00
Agreement Subtotal:				29,710.00
Estimated Total:				29,710.00

COMMENTS/NOTES:

CONTACT: DOUGLAS ARMSTRONG
CELL#: 786-877-4130

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 7.

ITEM: Consideration and approval of a three-year service agreement with TRANE for the Community Center Air Conditioning Unit.

DESCRIPTION:

Approval to enter into a three-year agreement with TRANE to monitor and service the main compressors and air handler for the total amount of \$22,658.73. Year one will cost \$7,330.79 (\$610.90/mo.). Year Two will cost \$7,550.71 (\$629/mo.). Year three will cost \$7,777.23. Service to commence May 1, 2022. TRANE has proprietary software which cannot be accessed or changed by other service vendors; therefore, no Requests For Proposals were issued. Please see the attached service agreement.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This item was not budgeted for the current FY; however, the need to have this system covered is paramount to the proper climate control within the Community Center. Funds in the amount of \$3,054.50 are to be transferred from Line Item 001.5190.400063.000 to 001.5190.400034 to cover the cost in this fiscal year. Subsequent years will be budgeted accordingly.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
TRANE Service Agreement for Community Center AC	06/01/2022	\$3,054.50	001.5190.400034.000	Remainder of FY '22 (May, June, July, Aug, Sep, 2022)	\$0.00

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

ATTACHMENTS

1.	SIGNED SCHEDULED SERVICE AGREEMENT FOR CC TRANE UNIT 01MAY22
----	--



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
2884 Corporate Way
Miramar, FL 33025

Trane Representative

Octavio A Correa
Cell: (561) 701-2136
Office: (954) 499-6900

Proposal ID

2221607

Service Contract Number**Contact Telephone Number for
Service**

(954) 499-6900

Company Name

Town of Bay Harbor Island
9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154
U.S.A.
Douglas Armstrong

Site Address:

Town of Bay Harbor Island
Community Center
95th Street Public Parking Garage
BAY HARBOR ISLANDS, FL 33154
United States

April 23, 2022



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) *O&M Guide 2010*

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

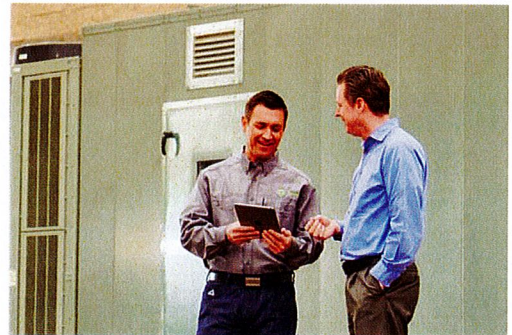
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



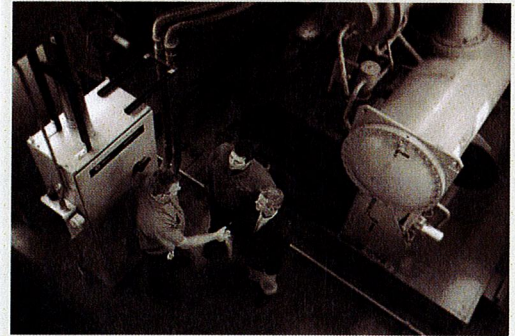
Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



HVAC EQUIPMENT COVERAGE

Town of Bay Harbor Island Community Center

The following "Covered Equipment" will be serviced at Town of Bay Harbor Island Community Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E16F82923	

Description

Quantity Per Term

Extended System Analysis and Review (Service 2)
AHU Controls Support (Service 1)
Operator Coaching (Service 7)
Software Upgrades (Service 8)
VAV Front-End Analysis (Service 9)

3
3
3
3
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	VS4619108	INTELLIGENT SERVICES

Description

Quantity Per Term

IS Remote Analytics and Advisory Review BP (Service 6)
IS Consult Report Creation (Service 4)
IS Initial BP Mapping (Service 5)
IS BP Tuning (Service 3)

9
3
1
1



SYSTEMS COVERAGE

BUILDING AUTOMATION SYSTEM INCLUSIONS		
BAS COMPONENT NAME	DESCRIPTION	COVERAGE
1 – Tracer SC	System Controller	Inspection Only
1 – UC600	AHU Programmable Controller	Inspection Only
11 – UC210 VAV's	Variable Air Volume Controllers	Inspection Only



SITE COVERAGE

Town of Bay Harbor Island Community Center	95th Street Public Parking Garage, BAY HARBOR ISLANDS, FL 33154, United States
---	---



PRICING AND ACCEPTANCE

Douglas Armstrong
Director of Facilities
Town of Bay Harbor Island
9665 Bay Harbor Terrace

Site Address:
Town of Bay Harbor Island Community Center
95th Street Public Parking Garage
BAY HARBOR ISLANDS, FL 33154
United States

Bay Harbor Islands, FL 33154 U.S.A.

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	7,330.79	610.90	Monthly
Year 2	7,550.71	629.23	Monthly
Year 3	7,777.23	648.10	Monthly

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 219.92 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning May 1, 2022. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on April 30, 2025, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (954) 499-6900 or by direct mail addressed to: 2884 Corporate Way Miramar, FL 33025.



Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.



COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	<i>Octavio A Correa</i> Submitted By: Octavio A Correa
_____ Printed Name	Proposal Date: April 23, 2022 Cell: (561) 701-2136 Office: (954) 499-6900 License Number:
_____ Title	Octavio A Correa Authorized Representative
_____ Purchase Order	Account Manager Title
_____ Acceptance Date	April 23, 2022 Signature Date

The Initial Term of this Service Agreement is 3 years, beginning May 1, 2022.
Total Contract Amount: \$22,658.73 USD.



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company.

Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuits, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

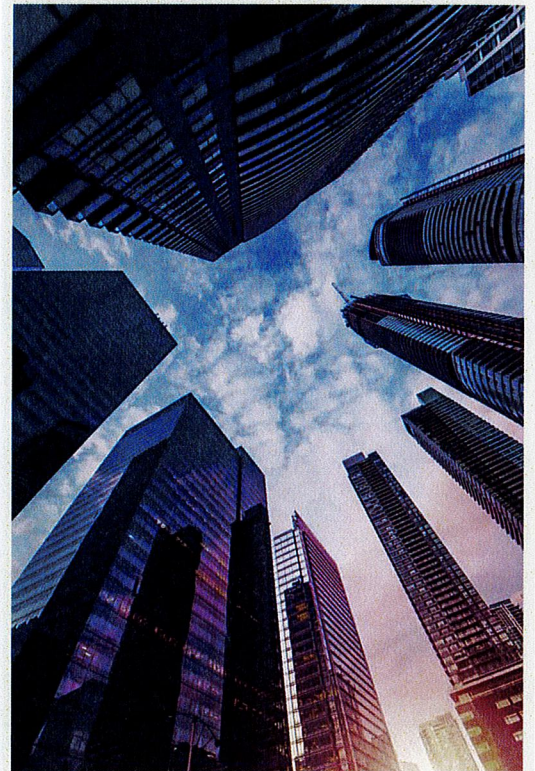
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.



ACCOUNT MANAGER
NAME
CONTACT INFO



ACCOUNT ENGINEER
NAME
CONTACT INFO



SERVICE TECHNICIAN
NAME
CONTACT INFO



ENERGY ENGINEER
NAME
CONTACT INFO



AREA SERVICE MANAGER
NAME
CONTACT INFO



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: AHU Controls Support

Description

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

Service 2: Extended System Analysis and Review

Description

- System Controller and Communication Inspection
- Tracer SC System Back-Up
- System Controller SW Service Pack/Patch
- Verify System Software Configuration & Programming
- Customer Review Meeting
- Labor to Fix Issues Found During System SW Config and Programming Review (Tracer SC BAS R'newal)
- Tracer SC System Back-Up

Service 3: IS BP Tuning

Description

- Data Verification
- Review Service Advisories
- Edit Automated Tests and Suppressions

Service 4: IS Consult Report Creation

Description

- IS Project Scope - Customer Report Creation Based on Offer Sold
- IS Create Customer Consult Report

Service 5: IS Initial BP Mapping

Description

- AHU/VAV System Mapping (BP)
- Misc. Systems/Points Mapping (BP)

Service 6: IS Remote Analytics and Advisory Review BP

Description

- IS Project Scope - Service Advisory Review BP Based on Offer Sold
- Remote Diagnostics Review
- Alarm Log Review
- IS Remote Review Analytics for Pull Through Opportunities
- IS Provide List of Opportunities to IS Team

Service 7: Operator Coaching



Description

- Operator Coaching

Service 8: Software Upgrades

Description

- Software Upgrade

Service 9: VAV Front-End Analysis

Description

- VAV Front-End Analysis (Per box)

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a Request for Proposals (RFP) for Electric Vehicle (Level 2) Charging Stations for the Town Parking Locations Project. Enclosed is a copy of the RFP package.

DESCRIPTION:

In August 2021, the Town issued an RFP for Fast Charging Electric Vehicle Charging Stations at "No Cost" to the Town. No proposals were received as part of that solicitation. Some vendors indicated after the bid opening, that they could not provide a "No Cost" proposal based on the bid requirements.

In February 2022, the Town received a proposal from FPL to install fast charging electric vehicle charging stations at no cost to the Town, but the proposed location had to be evaluated by FPL after a contract is executed, and there was no revenue sharing option, since FPL was paying for upgrading of the infrastructure. In addition, FPL sets the rates, however these are capped at \$0.30/kWH and any modification had to be approved by the Florida Public Service Commission. This option was not considered by the Town.

Staff hereby requests that the Town Council consider approving the issuance of a Request for Proposals (RFP) for Electric Vehicle (EV) Charging Stations for Town Parking Locations (including the 95th Street Parking Garage, the 97th Street Parking Lot and the 103rd Street Parking Lot). Currently, the Town only owns one (1) EV charging station, located at the Town Parking Garage. The increasing use of EV by the Town's residents warrants the installation of additional EV charging stations. The Town is seeking a turnkey solution, including but not limited to designing, furnishing and installing Level 2 EV Charging Stations. Proposers shall submit a Cost and Revenue Proposal.

Enclosed is a copy of the RFP documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

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

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Electric Vehicle Charging Stations	05/11/2022	\$0.00	401.5145.400063.000	BHI-217: ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS	\$300,000

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

ATTACHMENTS

1.	Binder_EV RFP_05032022
----	------------------------

TOWN OF BAY HARBOR ISLANDS



Project No. – BHI – 217

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

**Bidding and Contract
Documents**

May 16, 2022

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217
TABLE OF CONTENTS

- 1. INVITATION TO BID**
 - 2. INSTRUCTIONS TO BIDDERS**
 - 3. SCOPE OF SERVICES – SPECIFICATIONS**
 - 4. COST AND REVENUE PROPOSAL**
 - 5. SCHEDULE OF EVENTS**
 - 6. BID FORM**
 - 7. CONTRACTOR’S QUALIFICATION STATEMENT**
 - 8. BID BOND**
 - 9. TRENCH SAFETY ACT**
 - 10. OSHA STANDARDS**
 - 11. NON-COLLUSION AFFIDAVIT**
 - 12. ADDENDUM**
 - 13. SAMPLE AGREEMENT**
 - 14. GENERAL CONDITIONS**
 - 15. SUPPLEMENTARY CONDITIONS**
- APPENDIX I**
- LOCATIONS PHOTOS**

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

INVITATION TO BID

Issue Date: May 16, 2022

All interested parties are hereby notified that the Town of Bay Harbor Islands (the "Town") is accepting sealed bids for the Project **"ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS" Project, No. BHI-217.**

Work under this Project includes furnishing materials, labor, tools, equipment, management, supervision and incidentals necessary to design, installation, operation, maintenance and management of self-service Level 2 electric vehicle charging stations at various Town parking locations, in complete and strict accordance with specifications in the Request for Proposals.

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

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

A **Pre-Bid Conference** will be held on **June 1, 2022, at 10:00 A.M.**, in the **Council Chambers (2nd Floor) at Town Hall**, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154.

Contract Documents may be downloaded and printed as required from the Town's Website at www.bayharborislands-fl.gov. **Inquiries** regarding this contract may be e-mailed to the Town Engineer, Jose Custodio, P.E., jcustodio@bayharborislands-fl.gov. All bids shall be clearly marked:

**TOWN OF BAY HARBOR ISLANDS
CONTRACT NO. BHI 217
ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING
LOCATIONS**

All bids must be submitted in sealed envelopes to the Town Clerk on or before June 28, 2022, at 3:00 P.M., local time (the "Bid Submittal Deadline"). Immediately thereafter, Bids will be opened publicly and read aloud. The Town assumes no responsibility for Bids not properly marked. **Any Bids received after the Bid Submittal Deadline will not be accepted.**

The Town reserves the right to reject any or all bids and to waive informalities, except timely submission of bids, in any bids received, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but not limited to, a particular Request for Proposals ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee.

Town of Bay Harbor Islands, Florida
Yvonne P. Hamilton, CMC, Acting Town Clerk

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

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

2.0 EXAMINATION OF DOCUMENTS, SITE AND DRAWINGS AND SPECIFICATIONS

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

3.0 INTERPRETATION OF BIDDING DOCUMENTS

- 3.1 All inquiries, clarifications or interpretations of the Bidding Documents shall be made in writing to the Town Engineer, Jose Custodio, P.E., on or before June 15, 2022, with a copy to the Town Manager, by mail, fax, or by e-mail to the following addresses:

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

Maria Lasday, Town Manager
Town of Bay Harbor Islands 9665 Bay Harbor Terrace
Bay Harbor Islands, 33154 Florida
Telephone No.: 305-866-6241
Email: mlasday@bayharborislands-fl.gov

- 3.2 Any modification or interpretation of the Bidding Documents will be made by written Addendum to all who are recorded by the Town as having received a complete set of Bidding Documents. **All Addenda will be issued by June 17, 2022.**
- 3.3 Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding. No oral interpretations or clarifications shall be binding.
- 3.4 Bidders, prior to submitting their Bids, shall ascertain that they have received all Addenda issued, and shall acknowledge their receipt by enclosing a signed copy of each Addenda with the Bid Form.

4.0 BID PREPARATION AND SUBMITTAL

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

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

- 4.5 The Florida "Trench Safety Act" and O.S.H.A. forms are included in the Bidding Documents and shall be completed by the Bidder. The Total Bid Price presented in the Bid shall include the Bidders cost of compliance with these applicable standards. The Bid shall include completed forms and the cost of compliance with these applicable standards.
- 4.6 Non-Collusion Affidavit. The Bidder shall include the Non-Collusion Affidavit as set forth in the form included in the Bidding Documents. Bidder's failure to include the affidavit shall result in disqualification.
- 4.7 **The Bid shall be enclosed in a sealed envelope**, addressed to Attn: Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154. **The envelope shall be clearly marked with the Project name "Bid for the Electric Vehicle (Level 2) Charging Stations for Town Parking Locations" Project No. BHI – 217, and the Bidder's name and address.**
- 4.8 The Bidder shall deposit Bids at the designated location provided on the Invitation to Bid on or before the time and date for submission of Bids (the "Bid Submittal Deadline"). Bids received after the Bid Submittal Deadline indicated for submission of Bids will not be accepted. The Bidder is advised that delivery services may not be timely. It shall be the Bidder's sole responsibility to ensure delivery prior to the required Bid Submittal Deadline.
- 4.9 The Bidder shall be registered as a contractor with the Town's Building Department following the Notice of Award by the Town.

5.0 BID BOND

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

6.0 QUALIFICATIONS OF BIDDERS

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

the Qualifications Statement and all documents required thereunder together with the Bid Form and all items listed in Section 4.3 will constitute grounds for rejection of the Bid as non-responsive.

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

7.0 RETURN OF THE BID BOND

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

executed.

8.0 MODIFICATION AND WITHDRAWAL OF BID

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

9.0 OPENING OF BIDS

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

10.0 AWARD OF CONTRACT

- 10.1 The Town reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 10.2 In evaluating Bids, the Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. THE TOWN AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT. It is the Town's Intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but award will not be based on alternates and the Town may accept them in any order or combination.
- 10.3 The Town will consider the qualifications and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by the Town.
- 10.4 The Town will conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the Town's satisfaction

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Town.

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

11.0 PERFORMANCE AND OTHER BONDS

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

12.0 EXECUTION OF CONTRACT AND CONTRACT DOCUMENTS

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

13.0 FAILURE TO EXECUTE THE CONTRACT

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

14.0 CONTRACT TIME AND PERFORMANCE

- 14.1 The Work to be performed under the Contract Documents shall be commenced upon issuance of a Notice to Proceed by the Town and shall be completed no later than **One Hundred and Eighty (180) calendar days** from Notice to Proceed.
- 14.2 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

Contract and that time is of the essence. The Successful Bidder agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. The Contractor is expected to provide the necessary manpower and management to meet the time schedule as established.

15.0 LIQUIDATED DAMAGES

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

16.0 GOVERNING LAWS AND REGULATIONS

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

17.0 INSURANCE/EVIDENCE OF INSURABILITY

17.1 The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in the General Conditions of the Contract Documents for the life of the Contract. Certificates of Insurance shall be provided by the Bidder upon the Notice of Award, as specified in the General Conditions.

17.2 Bidder shall be required to submit with the Bid Form written evidence of insurability from Bidder's insurance company, for the types and amounts of insurance specified in the General Conditions of the Contract Documents.

18.0 SUBSTITUTE MATERIAL AND EQUIPMENT

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

19.0 SUBCONTRACTOR LIST

19.1 The Bidder shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on the Contractor's Qualifications Statement.

19.2 Prior to award of Contract, the Town will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such objection, the Bidder shall propose an acceptable substitute in accordance with the General Conditions.

19.3 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Town those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Town's written consent.

20.0 LICENSES, PERMITS AND FEES

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

Building Permit – Town of Bay Harbor Islands Building Department

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

21.0 CONE OF SILENCE

- 21.1 Pursuant to subsection (t) (1) of Section 2-11.1, Conflict of Interest and Code of Ethics Ordinance of the Miami-Dade County Code, a "Cone of Silence" is imposed upon each Bid after advertisement and terminates at the time the Town Manager makes his written recommendation to the Town Council. The Cone of Silence generally prohibits any communication regarding this Bid between Bidders and their agents and the Town. The details of the Cone of Silence and the permitted exceptions to the Cone of Silence are set forth in subsection (t) (1) of Sec. 2-11.1 of the County Code. A copy of subsection (t)(1) is attached to this Bid as Exhibit "A." In reading that subsection, Bidders are advised that all references to County personnel or boards, as used therein, are construed to mean Town personnel or boards as required by Sec. 2-11.1(a) of the Miami-Dade County Code. Please contact the Town Attorney for any questions concerning the Cone of Silence. The Cone of Silence shall apply to this Bid.
- 21.2 Generally, except for public hearings and scheduled presentations, contact with the Town regarding this Bid or any aspect of a Bid by a Bidder or any representative of a Bidder shall be limited to written communications until such time as a successful bidder is selected by the Council. All questions or requests for additional information must be

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

asked and answered in writing.

22.0 CONFLICT OF INTEREST

- 22.1 The contractor shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require contracts to insert in each of their subcontractors, the following provisions.

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

23.0 BID PROTEST PROCEDURE

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

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

EXHIBIT "A"

CONE OF SILENCE PROVISION

(t) *Cone of Silence.*

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

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

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

(b) Procedure.

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

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

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217
SCOPE OF SERVICES

1.0 INTRODUCTION

In an effort to provide modern transportation infrastructure to our residents and visitors and to reduce air pollution in the Town of Bay Harbor Islands, the TOWN is seeking to install electric vehicles (EV) charging stations and electric vehicle supply equipment (EVSE) throughout various TOWN facilities. The TOWN is seeking a turnkey solution, including but not limited to designing, furnishing and installing the requested EV chargers. Detailed information about the business model, including but not limited to the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost recovery for electricity responses should be outlined in the proposal.

2.0 CHARGING STATION TECHNICAL SPECIFICATIONS

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

- A. Electric Vehicle charging station infrastructure for Level 2 Charging that is open to all drivers.
- B. Comply with Miami-Dade County and TOWN Building Codes and Electrical Codes.
- C. Comply with relevant regional or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
- D. Retractable cables or cable management system.
- E. Authenticated access to eliminate energy theft.
- F. Weatherproof of equipment, including but not limited to resistance to rain, wind, and flooding.
- G. Use of high quality and visually attractive materials that complement and enhance the existing TOWN Facility locations.
- H. Compliance with the American with Disabilities Act (ADA).
- I. Fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications.
- J. Accessible to all members of the public without subscription-based membership.
- K. Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system.
- L. Publicly available information on station location and real-time availability of charging stations.
- M. Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night.
- N. Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.
- O. Captures data on all charging operations and provides data to the TOWN in regular, automated intervals.
- P. Available 24/7 customer support
- Q. Charging Fees to users, cannot be modified without Town's approval.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

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

3.0 CHARGING LOCATIONS

Blue Lot – Municipal Garage

1165 95th Street

Bay Harbor Islands, FL 33154

Brown Lot – 97th Street

1185 97th Street

Bay Harbor Islands, FL 33154

Red Lot – 103rd Street

1140 103rd Street

Bay Harbor Islands, FL 33154

Red Lot – 100th Street

1020 100th Street

Bay Harbor Islands, FL 33154

Red Lot – 92nd Street

1020 92nd Street

Bay Harbor Islands, FL 33154

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

4.0 INSTALLATION AND ELECTRICAL EQUIPMENT

Contractor shall furnish and install all materials, equipment and labor required for the installation of the fully operational LEVEL 2 Chargers and EVSE. Including but not limited to, all work related to development of plans and documents for supplying and metering power to the EV charger stations as well as communications and networking equipment. The Contractor is also responsible for securing all related permits and coordinating with the utility companies and permitting agencies. Following the installation, the Contractor/EV Vendor shall activate and test the EV charger stations and will be responsible for the safe operation of all equipment and connections.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

5.0 DESIGN

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

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

6.0 SITE(S) SURVEY

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

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

7.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

8.0 TRAFFIC AND ACCESS

Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flagmen as required. Two (2) weeks prior to construction, Contractor shall submit traffic control plans to the TOWN for review and approval. It is the Contractor's responsibility to submit all required traffic control plans to meet the established schedule according to these specifications. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners or motoring public. Convenient access to driveways, and buildings along the line of work shall be maintained unless otherwise approved by the TOWN in advance.

9.0 MAINTENANCE AND COMMUNICATIONS

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

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

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

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

10.0 SERVICE PROVIDER(S)/DATA CAPTURE

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

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

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

11.0 PRODUCT SAFETY

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

12.0 WARRANTY

Contractor shall provide a manufacturer's warranty on all purchased EV charger equipment, hardware, and software for a minimum of three (3) years from the date of acceptance by the TOWN. Warranty shall include all materials, equipment, parts, tools, labor, and incidentals, as well as all contractor-or manufacturer recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

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

13.0 REQUEST FOR INFORMATION

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

14.0 COST PROPOSAL

This should be a revenue sharing contract. Contractor shall pay the TOWN a percentage of the revenues of the proceeds from the sale of electricity to the public. Proposer shall describe all elements of revenue sharing using the **“Cost and Revenue Proposal” provided on the following page.**

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

14.1 ANCILLARY REVENUE-GENERATING SERVICE OPTIONS

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

Contractors seeking to include these ancillary services must disclose, in the **Cost and Revenue Proposal**, the estimated revenue generated with and without the ancillary service proposed. Ancillary revenue-generating services will be evaluated based on their effect on the final Cost and Revenue Proposal. TOWN may deem an ancillary revenue-generating service to be inappropriate if it unduly compromises user privacy, conflicts with the TOWN policy or interest, or limits basic EV charging functionality. Each ancillary revenue generating service shall be specifically listed in the proposal.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217
COST AND REVENUE PROPOSAL

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

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

PROPOSER'S AFFIRMATION

Company: _____

Authorized Representative: _____

Address: _____

Telephone: _____

E-mail: _____

Authorized Representative's Signature: _____

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

15.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

Activity	Date
RFP Available to Public	05/16/2022
Pre-Bid Walkthrough	06/01/2022
Deadline for Receipt of Questions	06/15/2022
Proposal Submission Deadline	06/28/2022

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

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

THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

EVALUATION CRITERIA

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

Criteria	Points
Qualification and Experience of the Team	15
Scope of Services Proposed	20
Methodology and Approach	25
Cost and Revenue Proposal	35
References	5
TOTAL OF 100 POSSIBLE POINTS	100 Points

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

16.0 PROPOSAL FORMAT

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

17.0 REQUIREMENTS

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLANDS

BHI - 217

- who will service as the key contact or liaison to the TOWN on this contract. Enclose resume, job description, and a description of relevant experience for the key contact person.
- F. Scope of Services Proposed: Submit detailed information addressing how Proposer will achieve each portion of the scope of work required and technical requirements outlined in SECTION 2 - Specifications. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.
 - G. Approach and Methodology: Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, projected timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.
 - H. Provide three (3) references (preferably municipalities) including contact name, phone number, email address and brief description of work performed.
 - I. Fee structure that will be applied for user.
 - J. The selected Proposer shall comply with all applicable rules and regulations adopted by the Town and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the selected Proposer's operations.
 - K. Complete "Cost and Revenue Proposal".
 - L. Complete "Proposal Form".
 - M. Any other information you feel is appropriate to assist in the selection process.

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

SCHEDULE OF EVENTS

The following is a general schedule of events:

<u>No.</u>	<u>Event</u>	<u>Date</u>
1.	Advertisement of Bids	May 16, 2022
2.	Pre-Bid Conference at Council Chambers, 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154	June 1, 2022, at 10:00 A.M.
3.	Site Visits & Inspections (After Pre-Bid)	June 1, 2022
4.	Deadline for submittal by Bidders of Inquiries	June 15, 2022
5.	Deadline for Issuance of Addenda	June 17, 2022
6.	Bid Submittal Deadline/Opening of Sealed Bids	June 28, 2022, at 3:00 P.M.
7.	Award of Project by Town Council	TBA
8.	Notice of Award given to Contractor, Payment/Performance bonds executed by Contractor and submitted to Town Manager	TBA
9.	Contract Documents Execution by Successful Bidder and Submission of Certificate of Insurance to Town Manager	TBA
10.	Final Approval and Execution of Contract Documents by Town Attorney and Town Manager	TBA
11.	Notice to Proceed Issued to Contractor	TBA
12.	Contract Time (from Notice to Proceed to Substantial Completion)	TBA
13.	Contract Time (from Notice to Proceed to Final Completion)	TBA

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

COST AND REVENUE PROPOSAL

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

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

PROPOSER'S AFFIRMATION

Company: _____

Authorized Representative: _____

Address: _____

Telephone: _____

E-mail: _____

Authorized Representative's Signature: _____

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

BID FORM

BID FROM:

Company: _____

Address: _____

City/St/Zip: _____

Phone/ Fax: _____

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

Electric Vehicle (Level 2) Charging Stations for Town Parking Locations, Project No. BHI -217,
located in the Town of Bay Harbor Islands, Florida.

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

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

Addendum No.

Addendum Date

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

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

BID TABULATIONS SHEET ON FOLLOWING PAGE

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

Bay Harbor Islands – EV (Level 2) Charging Stations Project

Location: Blue Lot – Municipal Garage

Bid Item	Description	Estimated Qty	Unit	Unit Price	Estimated Total
1	Dual EV Chargers – Blue Lot Parking Garage	1	LS		

Location: Brown Lot – 97th Street

Bid Item	Description	Estimated Qty	Unit	Unit Price	Estimated Total
1	Dual EV Chargers – Brown Lot 97 th Street	1	LS		

Location: Red Lot – 103rd Street

Bid Item	Description	Estimated Qty	Unit	Unit Price	Estimated Total
1	Dual EV Chargers – Red Lot 103 rd Street	1	LS		

Location: Red Lot – 100th Street

Bid Item	Description	Estimated Qty	Unit	Unit Price	Estimated Total
1	Dual EV Chargers – Red Lot 100 th Street	1	LS		

Location: Red Lot – 92nd Street

Bid Item	Description	Estimated Qty	Unit	Unit Price	Estimated Total
1	Dual EV Chargers – Red Lot 92 nd Street	1	LS		

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following Total Base Bid Price:

\$ _____
(Total Base Bid Price)

Written Total Base Bid Price Amount (in Words):

\$ _____ (Dollars) _____ (cents)

Name of Bidder

Signature of Bidder

- 6.01** Bidder's Information:
The Bidder states that he/she is an experienced Contractor and has completed similar projects within the last five years. This information has been provided on the Contractor's Qualifications Statement.
- 7.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Bid and Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Bid Documents and the Contract for Construction, attach a statement to this Bid Form to indicate the number of days required.
- 8.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond
 - B. Bid Bond form
 - C. Contractor's Qualifications Statement, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
 - D. Signed Trench Safety Act Form (if applicable)
 - E. O.S.H.A. Standards Acknowledgement Form
 - F. Non-Collusion Affidavit
 - G. Copy of State of Florida General Contractor's License (ten days prior to Award);
 - H. Addenda
- 9.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions, if any.

SUBMITTED on _____, 2022.

State Contractor License No. _____. (If applicable)

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name: (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your entity/company in detail.

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

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

4. Number of employees:

5. Number of employees assigned to this Project:

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

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

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

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

completed a “public” project? Please provide project description, reference and cost of work completed.

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

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

11.1.

Name

Address

Telephone No.

11.2.

Name

Address

Telephone No.

11.3.

Name

Address

Telephone No.

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

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

--	--	--	--

(Continue list on insert sheet, if necessary.)

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

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

SubContractor Name	Address	Work to be Performed

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

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

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

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

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

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

- 19.1 The correct name of the Bidder is:

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

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

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

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

APPROXIMATE VALUE	_____

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

APPROXIMATE VALUE	_____

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

APPROXIMATE VALUE	_____

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217**

CONTRACTOR:

Print Name: _____

Print Title: _____

Date: _____

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

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
BID BOND**

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*

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

BID

BID DUE DATE: July 15, 2022 at 3:00 P.M.

Project Description including Location is as follows:

**PROJECT NAME: ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN
PARKING LOCATIONS**

PROJECT NO: BHI - 217

LOCATION: TOWN OF BAY HARBOR ISLANDS, FLORIDA

BOND

BOND NUMBER: _____

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

PENAL SUM: _____

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

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

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

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

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

3. This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

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

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

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

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
TRENCH SAFETY ACT

(90-96, Laws of Florida)

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

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

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

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

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

Signature of Bidding Contractor

END OF DOCUMENT

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO: Town of Bay Harbor Islands, Florida

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

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE

END OF DOCUMENT

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS

TOWN OF BAY HARBOR ISLAND

BHI - 217

NON-COLLUSION AFFIDAVIT

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
ADDENDUM NO. 1

Issued: _____ (Date)

Project: Electric Vehicle (Level 2) Charging Stations for Town Parking Locations

Project No. BHI- 217

Notice to All Bidders:

ADDENDA TO BE PLACED HERE

Issued By:

Name

PROOF OF RECEIPT

Bidder/Recipient

Signature:

Print Name:

Firm:

Date:

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

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

Article 1 WORK

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

Includes furnishing materials, labor, tools, equipment, management, supervision and incidentals necessary to design, installation, operation, maintenance and management of self-service electric vehicle charging stations (Level 2) at various Town parking locations, in complete and strict accordance with specifications in the Request for Proposals.

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

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

TOWN OF BAY HARBOR ISLANDS
CONTRACT NO. BHI 217
“ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS”

Article 2 NOT APPLICABLE

Article 3 CONTRACT TIME

- 3.1 The Work will be substantially completed within 180 CALENDAR days after the date that the Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 CALENDAR days after the date when the Contract Time commences to run.

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

Article 4 CONTRACT PRICE

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

Contract	Price
\$ _____	
Contract	Price (in Words)

—	

Article 5 PAYMENT PROCEDURE

- CONTRACTOR shall submit Applications for Payments in accordance with Article 14 of the General Conditions. Applications for payment will be processed as provided in the General Conditions.
- 5.1 Progress Payment. TOWN shall make progress payments within 30 days of TOWN approval of the CONTRACTOR'S Application for payment. The Applications for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed, less the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts determined in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended in said paragraph 14.07.B.1.

Article 6 INTEREST

Not applicable

Article 7 CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

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

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Performance and Payment Bonds
- 8.4 Notice of Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications
- 8.8 Location Maps
- 8.9 Addenda
- 8.10 CONTRACTOR'S BID
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12 Any Modifications, including Change Orders, duly delivered after execution of Agreement

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

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 TOWN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Contract may be executed in counterparts.
- 9.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6 The TOWN shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7 TOWN and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the work or the Project.

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

OWNER

CONTRACTOR

Town of Bay Harbor Islands

ADDRESS

ADDRESS

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

BY _____

BY _____

Printed Name

Printed Name

Town Manager

Title

Title

WITNESS _____

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



AMERICAN CONSULTING
ENGINEERS COUNCIL



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



AMERICAN SOCIETY OF
CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



Advancement
of Construction
Technology

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

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

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

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

TABLE OF CONTENTS

	Page
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	
1.01 <i>Defined Terms</i>	00700 - 6
1.02 <i>Terminology</i>	00700 - 6
ARTICLE 2 - PRELIMINARY MATTERS	00700 - 8
2.01 <i>Delivery of Bonds</i>	00700 - 9
2.02 <i>Copies of Documents</i>	00700 - 9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	00700 - 9
2.04 <i>Starting the Work</i>	00700 - 9
2.05 <i>Before Starting Construction</i>	00700 - 9
2.06 <i>Preconstruction Conference</i>	00700 - 9
2.07 <i>Initial Acceptance of Schedules</i>	00700 - 10
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	00700 - 10
3.01 <i>Intent</i>	00700 - 10
3.02 <i>Reference Standards</i>	00700 - 10
3.03 <i>Reporting and Resolving Discrepancies</i>	00700 - 10
3.04 <i>Amending and Supplementing Contract Documents</i>	00700 - 11
3.05 <i>Reuse of Documents</i>	00700 - 11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS	00700 - 11
4.01 <i>Availability of Lands</i>	00700 - 11
4.02 <i>Subsurface and Physical Conditions</i>	00700 - 11
4.03 <i>Differing Subsurface or Physical Conditions</i>	00700 - 12
4.04 <i>Underground Facilities</i>	00700 - 12
4.05 <i>Reference Points</i>	00700 - 13
4.06 <i>Hazardous Environmental Condition at Site</i>	00700 - 13
ARTICLE 5 - BONDS AND INSURANCE	00700 - 14
5.01 <i>Performance, Payment, and Other Bonds</i>	00700 - 15
5.02 <i>Licensed Sureties and Insurers</i>	00700 - 15
5.03 <i>Certificates of Insurance</i>	00700 - 15
5.04 <i>CONTRACTOR's Liability Insurance</i>	00700 - 15
5.05 <i>OWNER's Liability Insurance</i>	00700 - 15
5.06 <i>Property Insurance</i>	00700 - 16
5.07 <i>Waiver of Rights</i>	00700 - 16
5.08 <i>Receipt and Application of Insurance Proceeds</i>	00700 - 17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	00700 - 18
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	00700 - 18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	00700 - 18
6.01 <i>Supervision and Superintendence</i>	00700 - 18
6.02 <i>Labor; Working Hours</i>	00700 - 18
6.03 <i>Services, Materials, and Equipment</i>	00700 - 19
6.04 <i>Progress Schedule</i>	00700 - 19
6.05 <i>Substitutes and "Or-Equals"</i>	00700 - 19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	00700 - 19
6.07 <i>Patent Fees and Royalties</i>	00700 - 20
6.08 <i>Permits</i>	00700 - 21
6.09 <i>Laws and Regulations</i>	00700 - 21
6.10 <i>Taxes</i>	00700 - 22
6.11 <i>Use of Site and Other Areas</i>	00700 - 22
6.12 <i>Record Documents</i>	00700 - 22
6.13 <i>Safety and Protection</i>	00700 - 22
6.14 <i>Safety Representative</i>	00700 - 23
6.15 <i>Hazard Communication Programs</i>	00700 - 23

6.16	Emergencies	00700 - 23
6.17	Shop Drawings and Samples	00700 - 23
6.18	Continuing the Work	00700 - 24
6.19	CONTRACTOR's General Warranty and Guarantee	00700 - 25
6.20	Indemnification	00700 - 25
ARTICLE 7 - OTHER WORK		00700 - 26
7.01	Related Work at Site	00700 - 26
7.02	Coordination	00700 - 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		00700 - 26
8.01	Communications to Contractor	00700 - 26
8.02	Replacement of ENGINEER	00700 - 26
8.03	Furnish Data	00700 - 26
8.04	Pay Promptly When Due	00700 - 26
8.05	Lands and Easements; Reports and Tests	00700 - 26
8.06	Insurance	00700 - 27
8.07	Change Orders	00700 - 27
8.08	Inspections, Tests, and Approvals	00700 - 27
8.09	Limitations on OWNER's Responsibilities	00700 - 27
8.10	Undisclosed Hazardous Environmental Condition	00700 - 27
8.11	Evidence of Financial Arrangements	00700 - 27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION		00700 - 27
9.01	OWNER'S Representative	00700 - 27
9.02	Visits to Site	00700 - 27
9.03	Project Representative	00700 - 27
9.04	Clarifications and Interpretations	00700 - 28
9.05	Authorized Variations in Work	00700 - 28
9.06	Rejecting Defective Work	00700 - 28
9.07	Shop Drawings, Change Orders and Payments	00700 - 28
9.08	Determinations for Unit Price Work	00700 - 28
9.09	Decisions on Requirements of Contract Documents and Acceptability of Work	00700 - 28
9.10	Limitations on ENGINEER's Authority and Responsibilities	00700 - 28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		00700 - 29
10.01	Authorized Changes in the Work	00700 - 29
10.02	Unauthorized Changes in the Work	00700 - 29
10.03	Execution of Change Orders	00700 - 29
10.04	Notification to Surety	00700 - 29
10.05	Claims and Disputes	00700 - 30
ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK		00700 - 30
11.01	Cost of the Work	00700 - 30
11.02	Cash Allowances	00700 - 32
11.03	Unit Price Work	00700 - 32
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		00700 - 33
12.01	Change of Contract Price	00700 - 33
12.02	Change of Contract Times	00700 - 33
12.03	Delays Beyond CONTRACTOR's Control	00700 - 33
12.04	Delays Within CONTRACTOR's Control	00700 - 34
12.05	Delays Beyond OWNER's and CONTRACTOR's Control	00700 - 34
12.06	Delay Damages	00700 - 34
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK		00700 - 34
13.01	Notice of Defects	00700 - 34
13.02	Access to Work	00700 - 34
13.03	Tests and Inspections	00700 - 34
13.04	Uncovering Work	00700 - 35
13.05	OWNER May Stop the Work	00700 - 35
13.06	Correction or Removal of Defective Work	00700 - 35

13.07	<i>Correction Period</i>	00700 - 35
13.08	<i>Acceptance of Defective Work</i>	00700 - 36
13.09	<i>OWNER May Correct Defective Work</i>	00700 - 36
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		00700 - 36
14.01	<i>Schedule of Values</i>	00700 - 36
14.02	<i>Progress Payments</i>	00700 - 36
14.03	<i>CONTRACTOR's Warranty of Title</i>	00700 - 37
14.04	<i>Substantial Completion</i>	00700 - 38
14.05	<i>Partial Utilization</i>	00700 - 38
14.06	<i>Final Inspection</i>	00700 - 39
14.07	<i>Final Payment</i>	00700 - 39
14.08	<i>Final Completion Delayed</i>	00700 - 39
14.09	<i>Waiver of Claims</i>	00700 - 40
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		00700 - 40
15.01	<i>OWNER May Suspend Work</i>	00700 - 40
15.02	<i>OWNER May Terminate for Cause</i>	00700 - 40
15.03	<i>OWNER May Terminate For Convenience</i>	00700 - 40
15.04	<i>CONTRACTOR May Stop Work or Terminate</i>	00700 - 41
ARTICLE 16 - DISPUTE RESOLUTION		00700 - 41
16.01	<i>Methods and Procedures</i>	00700 - 41
ARTICLE 17 - MISCELLANEOUS		00700 - 41
17.01	<i>Giving Notice</i>	00700 - 42
17.02	<i>Computation of Times</i>	00700 - 42
17.03	<i>Cumulative Remedies</i>	00700 - 42
17.04	<i>Survival of Obligations</i>	00700 - 42
17.05	<i>Controlling Law</i>	00700 - 42

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases,

steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

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

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

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

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The

use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

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

C. Defective

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

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 Starting the Work

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

2.05 Before Starting Construction

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

- B. **Preliminary Schedules:** Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

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

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

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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

2.06 Preconstruction Conference

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

2.07 Initial Acceptance of Schedules

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

3.02 Reference Standards

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

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

except as may be otherwise specifically stated in the Contract Documents.

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

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

B. Resolving Discrepancies

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

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

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

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

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

3.05 Reuse of Documents

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

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

4.01 Availability of Lands

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

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

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

4.02 Subsurface and Physical Conditions

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

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

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

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

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

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

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

4.03 Differing Subsurface or Physical Conditions

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

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

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

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

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

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

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

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

a. reviewing and checking all such information and data,

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

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

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

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

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

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property

monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

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

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

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

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

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

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

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous

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

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

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing

in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements

of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *CONTRACTOR's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

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

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

3. include completed operations insurance;

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

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

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be

correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

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

5.05 OWNER's Liability Insurance

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

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amount as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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

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

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

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

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

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

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

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

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work

at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion

pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

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

5.08 Receipt and Application of Insurance Proceeds

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

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

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required

of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

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

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

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

6.03 Services, Materials, and Equipment

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

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

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

any provisions of the General Requirements applicable thereto.

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

6.05 Substitutes and "Or-Equals"

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

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under

paragraph 6.05.A.1, it will be considered a proposed substitute item.

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

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

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

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or

entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

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

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

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

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

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor

or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

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

6.08 Permits

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

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

6.09 Laws and Regulations

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

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not

unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or area resulting from the performance of the Work.

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

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

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

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

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

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work

Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

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

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

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

responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample

submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

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

D. Submittal Procedures

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

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

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

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

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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

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

F. Resubmittal Procedures

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

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except

as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

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

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

2. normal wear and tear under normal usage.

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

1. observations by ENGINEER;

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

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

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

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

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

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

8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from

and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

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

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

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

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

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

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

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

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

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

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

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

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

7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of ENGINEER*

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

8.03 *Furnish Data*

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

8.04 *Pay Promptly When Due*

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

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations

and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on OWNER's Responsibilities

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

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

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

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

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

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations, thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another

representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

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

9.06 *Rejecting Defective Work*

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

9.07 *Shop Drawings, Change Orders and Payments*

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

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

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

9.08 *Determinations for Unit Price Work*

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

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

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

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

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

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

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

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

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

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

10.05 *Claims and Disputes*

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

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

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

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

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

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

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

11.01 *Cost of the Work*

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

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

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

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

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

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

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

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

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

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

and royalty payments and fees for permits and licenses.

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

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

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

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

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

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

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

considered administrative costs covered by the CONTRACTOR's fee.

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

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

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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

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

11.02 Cash Allowances

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

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

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allow-

ances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

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

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

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

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

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

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no

fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

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

12.02 *Change of Contract Times*

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

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

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

Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

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

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

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

12.06 Delay Damages

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

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

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

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

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

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given

to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 Tests and Inspections

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 Uncovering Work

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

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

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop

the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

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

13.07 Correction Period

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

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that

item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *OWNER May Correct Defective Work*

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

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In

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

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

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 Progress Payments

A. Applications for Payments

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

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

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

B. Review of Applications

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

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

a. the Work has progressed to the point indicated;

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

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

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

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

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests,

revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

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

C. *Payment Becomes Due*

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

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.
2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld.

OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

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

14.03 *CONTRACTOR's Warranty of Title*

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

14.04 *Substantial Completion*

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

ties pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

14.05 Partial Utilization

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

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

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

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

SUPPLEMENTARY CONDITIONS

1.01 GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (No. 1910-8, 1996 edit.) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

Unless otherwise indicated in these Supplementary Conditions, replace the term "ENGINEER" wherever used in the Standard General Conditions of Contract and in these Supplementary Conditions, with "TOWN". The words "TOWN" and "OWNER" may be used interchangeably throughout these documents.

ARTICLE 1 – DEFINITIONS – Page 6

SC-1.01.A

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) have the meanings assigned to them in the General Conditions, unless otherwise indicated.

Amend paragraph SC-1.01.A.42 by replacing it with the following paragraph:

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

ARTICLE 5 – BONDS AND INSURANCE – Page 15

SC-5.01

Amend paragraph 5.01.C by adding the following language at the end of the paragraph:

Any additional costs shall be borne by the Contractor.

SC-5.04

Add the new paragraphs immediately after paragraph 5.04 of the General Conditions.

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04.A.1 and 5.04.A.2 Worker's Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).
2. Limits:

(a) General Aggregate	\$1,000,000
(b) Each Occurrence	\$1,000,000
(c) Personal Injury	\$1,000,000
3. Coverage is to be written on an "occurrence" basis.
4. Owners and Contractors Protection:

(a) Bodily Injury:	
Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
(b) Property Damage:	
Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.

5.04.A.6 Comprehensive Automobile Liability:

(a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(b) Limits:

Combined Single Limit \$2,000,000

5.04.B.1 Umbrella:

(a) Limits:

Aggregate \$1,000,000

(b) Cover all claims arising out of the contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.

5.04.B.8 The Town of Bay Harbor Islands, shall be included as a named insured party under the Contractor's Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.

"The Town of Bay Harbor Islands, Florida is hereby named Additional Insured under the terms of this policy."

5.04.B.9 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

5.04.B.10 The Certificate of Insurance shall be issued to the Town of Bay Harbor Islands, Florida at the following address:

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES – INDEMNIFICATION – Page 18

SC-6.01

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

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English-speaking superintendent will be on the job at all times during working hours and will be subject to call during off-duty hours for emergency situations. The superintendent shall overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications and all Contract Documents.

SC-6.02

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

The Project sites being located in a single and multifamily residential area, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 9:00 a.m. or after 5:00 p.m. Monday through Friday. No work shall be performed on Saturdays or Sundays or legal holidays as defined by the Town. There are no public sanitary facilities nearby the work sites, and the Contractor must therefore make arrangements for portable sanitary facilities as authorized by the Town.

SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

CONTRACTOR shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions wherever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

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

Nor does such acceptable create a contractual relationship between the OWNER and any subcontractor, supplier, individual or entity.

SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraphs 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to pay regular tolls to use the Broad Causeway, and to have identification signs.

SC-6.11

Add the new paragraphs immediately after paragraph 6.11.B of the General Conditions:

Adjacent residents must have access to their driveways at all times. All barricades and warning signs for any traffic lane closures will be provided and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor. Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor's Expense.

SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

CONTRACTOR shall maintain in a safe place at the Project one record copy of all drawings, specifications, addenda, written amendments, change orders, work change directives, field orders, as-builts and written interpretations and clarifications in good order and annotated to show changes made during construction.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

Other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph:

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first \$10.00 dollars to be paid by TOWN to Contractor hereunder- and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the TOWN and their consultants, agents, officers and employees, and the elected officials of the Owner, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against TOWN or any of their consultants, agents or employees by any CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20 shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES - Page 26

Throughout this Article, OWNER is interchangeably with TOWN.

SC-8.01

Amend paragraph 8.01 A by replacing it with the following paragraph:

Except as otherwise provided in these General Conditions, TOWN shall issue all communications to CONTRACTOR through the TOWN MANAGER, STAFF ENGINEER or PROJECT MANAGER.

SC-8.02

Delete paragraph 8.02 A.

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

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

SC-9.03

Delete paragraph 9.03A.

SC-9.05

Amend paragraph 9.05.A by deleting the following sentence from the end of the paragraph:

If TOWN and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS - Page 29

SC-10.01

Amend paragraph 10.01.A by replacing the first sentence of the paragraph with the following sentence:

Without invalidating the Contract and without notice to any Surety, TOWN may, at any time or from time to time, order additions, deletions, or revisions in the

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

Work by a Written Amendment, a Change Order, a Work Change Directive, or a Field Directive.

Amend paragraph 10.05.D by adding the following sentence at the end of the paragraph:

Adherence to the terms of paragraph 10.05 is a condition precedent to bringing any further action in litigation, arbitration or any other dispute resolution forum.

ARTICLE 11 – COST OF THE WORK; CASH ALLOWANCE; UNIT PRICE WORK - Page 30

SC-11.01

Amend paragraph 11.01.A.1 by deleting the word Saturday from the last sentence of the paragraph.

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

SC-12.06.B

Amend paragraph 12.06.B by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortage or delay in delivery of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay or any type, description of category. However, if occasioned by an act of God, or by any act or omission on the part of the TOWN such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the Work which shall be determined by the STAFF ENGINEER, employed by the TOWN, provided that the CONTRACTOR will give notice as provided herein. The foregoing limitations on adjustments to Contract Price also apply to any causes of delay which affect any subcontractor, material-man, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, material-man, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the TOWN.

**ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

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

SC-13.04

Amend paragraph 13.04.A by replacing it with the following paragraph:

If any Work is covered contrary to the Technical Specifications, Drawings or Contract Documents, it must, if requested by the TOWN, be uncovered for his observation and replaced at CONTRACTOR’S expense.

Amend paragraph 13.04.B by adding the following language at the end of the second sentence:

, or direct payment if remaining Contract funds are not sufficient.

SC-13.09

Amend paragraph 13.09.C by adding the following language at the end of the first sentence:

,or direct payment if remaining Contract funds are not sufficient.

ARTICLE 14 – PAYMENTS TO CONTRACTORS AND COMPLETION – Page 36

SC-14.02.A.2

Amend paragraph 14.02.A.2 by deleting the existing paragraph and replacing it with the following paragraph:

With each Application for Payment, the CONTRACTOR shall include a Partial Waiver Upon Progress Payment or Statutory Waiver and Final Release, as appropriate from each and every material-man, supplier and or laborer (“Potential Lienor”) who has provided labor, services or materials for the Project. Contractor shall submit its own Statutory Waiver and Partial Release of Lien or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, CONTRACTOR shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the CONTRACTOR or by any Potential Lienor in connection with any Work for which OWNER has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the TOWN, CONTRACTOR must furnish the Partial Waiver upon Progress Payment Statutory Waiver and Final Release

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

from each Potential Lienor, in the form prescribed by TOWN, together with a Contractor's Affidavit and Partial Release, in the form prescribed by the TOWN. Further as a condition precedent to the receipt of the final payment, the CONTRACTOR shall provide TOWN with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by TOWN, together with a Contractor's Affidavit and Final Release. Each Release given to the TOWN shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work performed through the date of the Release. For any Potential Lienor who has served a Notice to Owner and/or Notice to Contractor, but who has not provided labor, services or materials during the period of time covered by an Application for Payment, the CONTRACTOR shall provide a Zero Dollar Release in the form prescribed by TOWN. CONTRACTOR shall comply with all requirements of Florida Statutes, Chapter 713. CONTRACTOR agrees to indemnify, defend and hold the OWNER harmless from and against any and all liens or other claims whatsoever filed against the TOWN or the TOWN's property by any Potential Lienor for worked performed or materials or services furnished in connection with the Work for which CONTRACTOR has been paid or for which payment is not yet due at the time the Lien is recorded. In the event a Claim of Lien is recorded against the OWNER'S property, the CONTRACTOR shall cause the same to be satisfied within ten (10-) days following the date of recordation of the Claim_of Lien, or in the alternative, shall cause the Claim of Lien to be transferred to a Bond. In the event any Liens are not cleared of record within ten (10) days of recordation, TOWN shall have the right to settle, satisfy, or transfer such Lien to a Bond at CONTRACTOR'S sole cost and expense and TOWN may offset any such cost against the next payment due to CONTRACTOR, or CONTRACTOR shall make a direct payment if remaining Contract funds are not sufficient.

TOWN shall not be limited to an is entitled to all other remedies available at law or in equity. The provisions of this paragraph shall be deemed an independent covenant of the CONTRACTOR and shall be effective with respect to all Work performed and materials and services furnished under the Contract Documents, Change Orders or any other agreement for work with respect to the Project.

SC-14.02.D.1.b

Amend paragraph 14.02.D.1.b by deleting the existing paragraph and replacing it with the following:

Liens have been recorded in connection with the Work or the Project.

ELECTRIC VEHICLE (LEVEL 2) CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217

SC-14.07

Amend paragraph 14.07.A.1 by replacing it with the following paragraph:

After CONTRACTOR has, in the opinion of TOWN, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operation instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in paragraph 6.12), final releases, final affidavits, Asbuilts, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

Amend paragraph 14.07.A.2 by adding the following language at the end of the first sentence:

Or claims made against the Bonds provided by CONTRACTOR under the Contract Documents.

Delete paragraph 14.07.A.3 in its entirety.

SC-14.09

Amend paragraph 14.09.A.1 by replacing it with the following paragraph:

A waiver of all Claims by TOWN against CONTRACTOR, except Claims arising from unsettled Liens or Claims against the Bonds, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION – Page 40

SC-15.03

Delete paragraph 15.03.A.3 in its entirety.

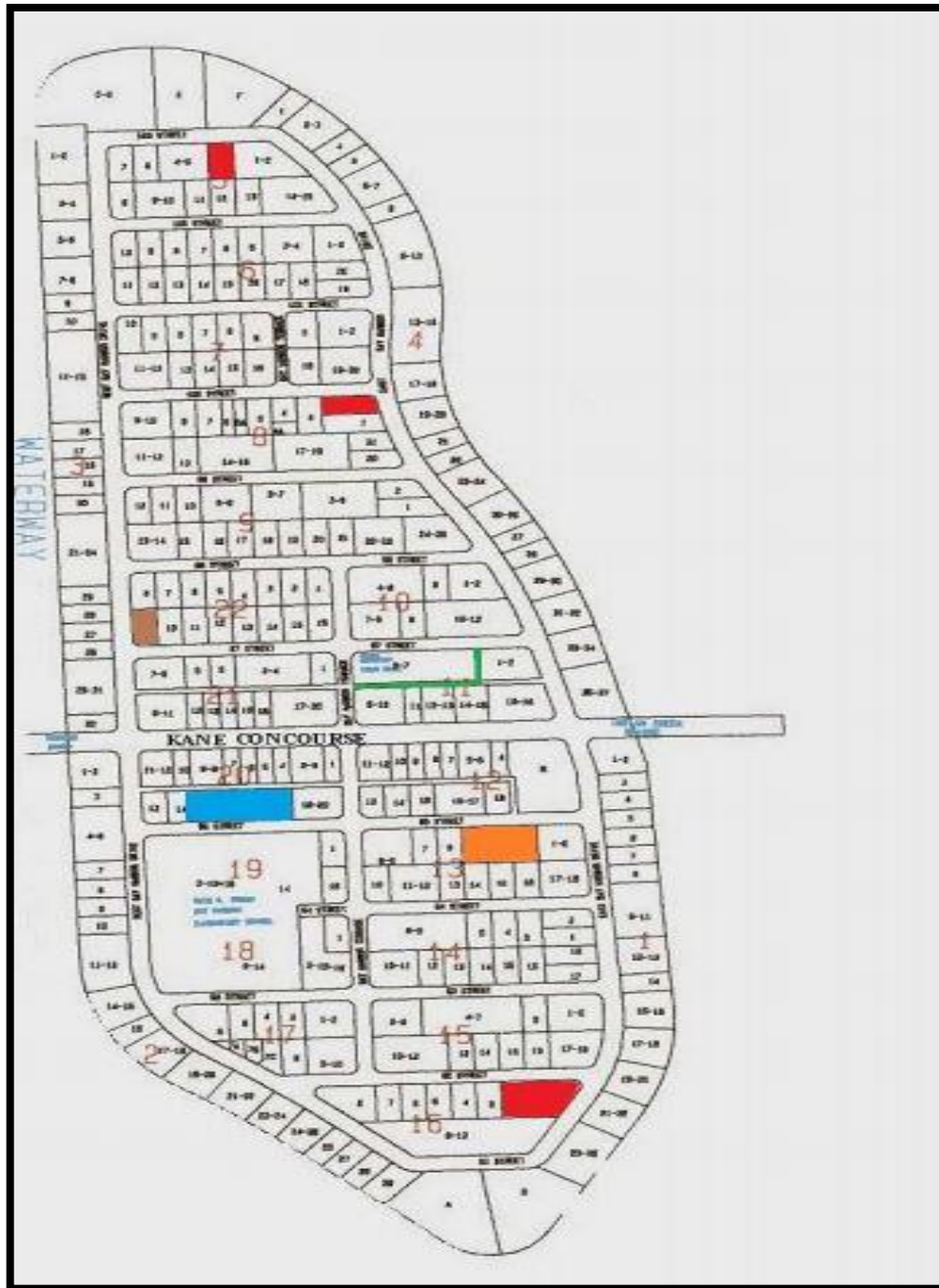
Delete paragraph 15.03.A.4 in its entirety.

SC-15.04

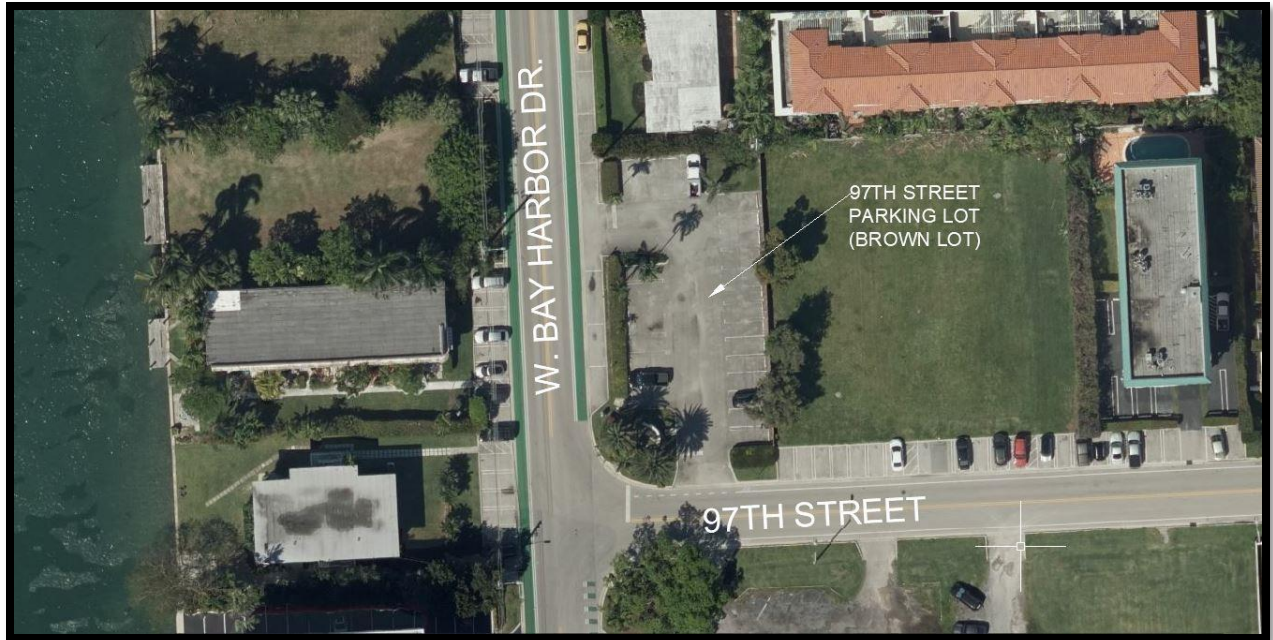
Amend paragraph 15.04.A by deleting the last sentence of the paragraph.

APPENDIX I

LOCATION PHOTOS



LOCATION OF PARKING LOTS IN THE TOWN OF BAY HARBOR ISLANDS



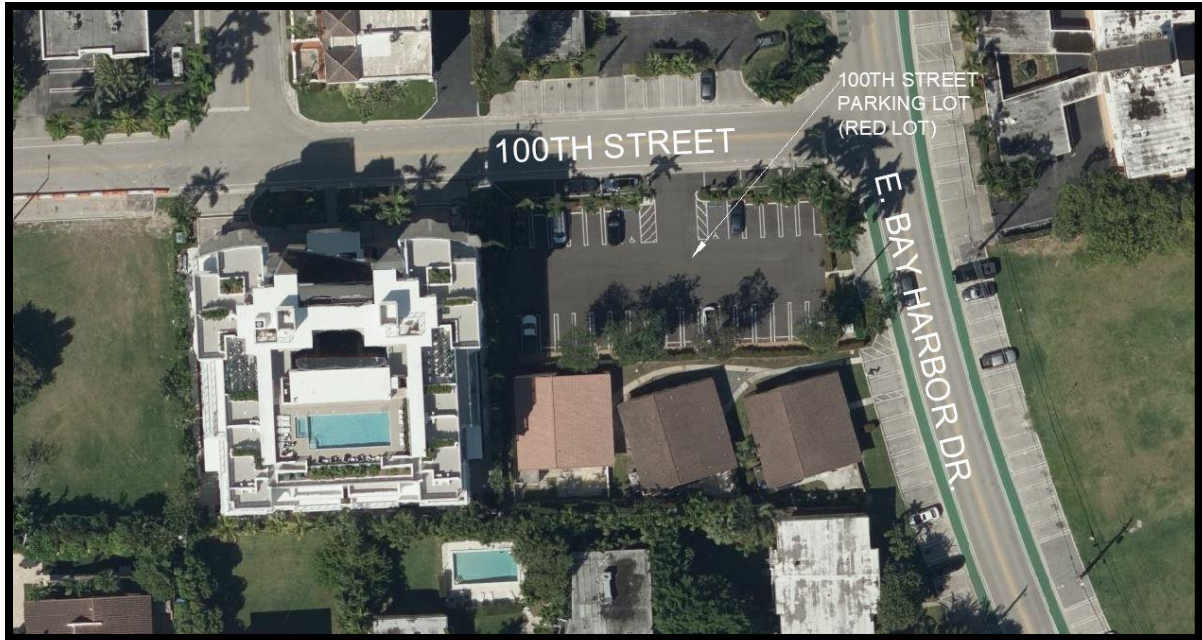
97TH STREET PARKING LOT





103rd STREET PARKING LOT

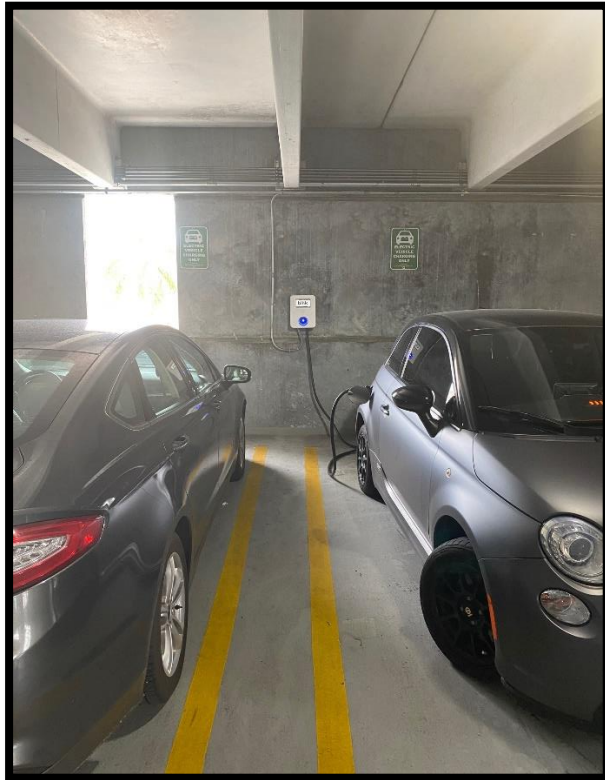




100th STREET PARKING LOT



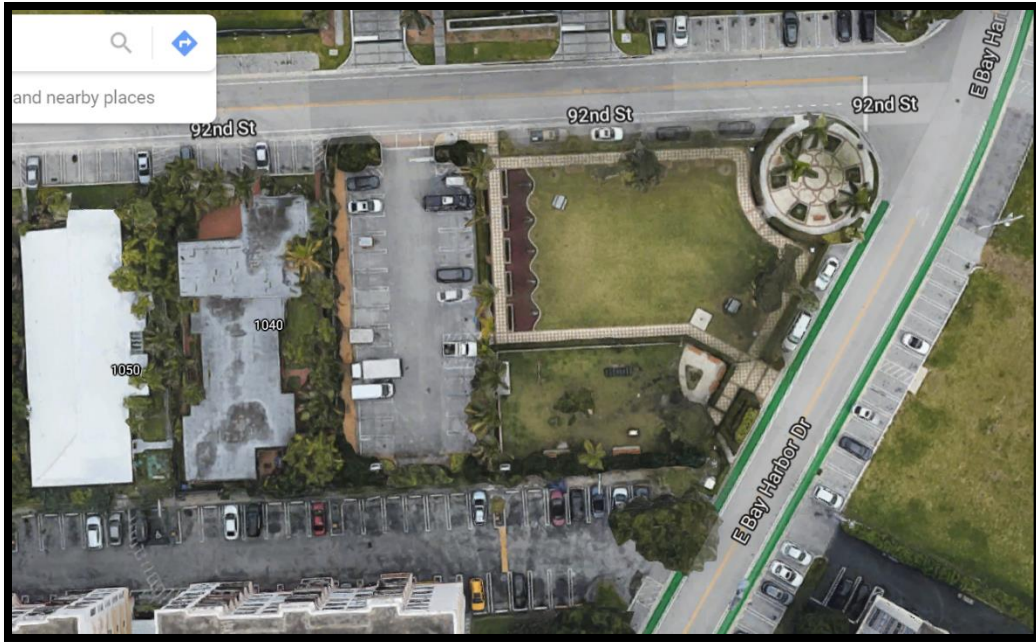
95th STREET PARKING GARAGE (SECOND FLOOR)



Existing Blink Charger (1 charger for two spaces)



Proposed Dual Port Charger (1 port with 2 chargers)



92nd STREET PARKING LOT

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 9.

ITEM: Consideration and Approval of attendance at the 68th Annual Miami-Dade County League of Cities Gala to be held on June 11, 2022. The Bronze Sponsorship Package for \$3,000 includes a table seating for 10 and recognition the night of the event. Enclosed is detail of the sponsorship packages.

DESCRIPTION:

This year the Miami-Dade County League of Cities will host its 68th Annual installation Gala at the Jungle Island starting at 6:30 p.m.

The Bronze Sponsorship Package for \$3,000 includes seating for 10 and award recognition the night of the event during the VIP reception. Enclosed is a copy of the sponsorship packages' detail.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	MDCLC Gala Information
----	------------------------

Save the Date



11
JUNE

68th Annual
GALA

Honoring
Mayor JC Bermudez
& 2022-2023 Board of Directors

Made with PosterMyWall.com

Sponsorship Opportunities

68th Annual Gala

MIAMI-DADE COUNTY
LEAGUE OF CITIES

Est. 1953

Est. 1953

MIAMI-DADE COUNTY
LEAGUE OF CITIES

Est. 1953

TITLE Sponsor

\$20,000

25 event tickets
Full page recognition in the event program
Recognition night of the event and on website
GOBO recognition displayed night of the event
Award recognition night of the event

PLATINUM Sponsor

\$15,000

20 event tickets
Full page recognition in the event program
Recognition night of the event and on website
GOBO recognition displayed night of the event
Award recognition night of the event

GOLD Sponsor

\$10,000

15 event tickets
Full page recognition in the event program
Recognition night of the event and on website
Award recognition night of the event

SILVER Sponsor

\$5,000

12 event tickets
Half page recognition in the event program
Recognition night of the event and on website
Award recognition night of the event

BRONZE Sponsor

\$3,000

10 event tickets
Quarter page recognition in the event program
Recognition night of the event and on website
Award recognition night of the event

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on first reading amending Chapter 13, entitled "Local Business Tax Receipt and Regulations by revising Sections 13-4, 13-7, 13-9, 13-14 through 13-16, and 13-18 of the Town Code to update the Business Tax Receipt issuance process; designating the authority to issue Business Tax Receipts to the Town Manager or her designee. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the April 13, 2022, Town Council Meeting, the Council voted unanimously to amend the Town Clerk's Job Description, which included elimination of the Business Tax Receipt issuance function, that was granted under the authority of Chapter 13 of the Town Code.

The attached proposed ordinance will facilitate the amendment to the Code giving the Town Manager the authority over the Business Tax Receipts.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Ordinance - Business Tax Receipt Revision-Town Manager
----	--

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 13 OF THE TOWN CODE, ENTITLED “LOCAL BUSINESS TAXES AND REGULATIONS”, BY REVISING SECTIONS 13-4, 13-7, 13-9, 13-14 THROUGH 13-16, AND 13-18 TO UPDATE THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Council of the Town of Bay Harbor Islands, Florida (“Town Council”) wishes to update the procedures in the Town’s Code of Ordinances (the “Code”) regarding the issuance of the Business Tax Receipts, with the goal of making the process more expedient and efficient.

WHEREAS, The Town Council finds that this amendment improves the way individuals and businesses conduct businesses within the Town and is in the best interest of the community.

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Village Code of Ordinances amended. Chapter 13 of Bay Harbor Islands Code of Ordinance entitled “Local Business Tax Receipt and Regulations” is hereby amended to read as follows:

Sec. 13-4. - Application for business Tax Receipt

Application for a business tax receipt shall be made in writing, filed with the ~~town clerk~~ Town Manager or his/her designee, and stating the name, domicile, age, principal business address, nature of business, how and where the business will be conducted, the person in charge thereof, the character and extent of facilities therefor, and such other relevant information as the ~~town clerk~~ Town Manager or his/her designee shall require. A nonrefundable application fee of \$25.00 shall be assessed.

13-7. - Denial or revocation.

(a)*Background investigation into fitness and character of applicants.* The police department shall perform an investigation of the background of all applicants for a business tax receipt. Such background investigation shall include a review of the

applicant's possible past or present involvement in criminal activity, research of any pending problems with the Florida Department of Professional and Business Regulation [Business and Professional Regulation], and/or with any other applicable agency of the state or federal governments. Should the findings indicate that the applicant has a past criminal history or criminal charges pending which exhibits behavior which could present a threat to the public health, safety, and welfare, including but not limited to charges which are related to the business applied for, then such investigative findings shall be reported to the ~~town-clerk~~ Town Manager or his/her designee and may include a recommendation that the business tax receipt be denied.

(b) *Denial of business tax receipt.* The ~~town-clerk~~, Town Manager or his/her designee upon approval by the town council, may refuse to issue a receipt to any person:

(1) Who does not have adequate facilities for, or

(2) Who, based upon his or her character and fitness, shall not be competent to conduct, without danger or injury to the town or its inhabitants, the business for which receipt be applied for.

The ~~town-clerk~~ Town Manager or his/her designee shall provide the town council with all information upon which he or she has relied when deciding whether a refusal would be proper, including any recommendations by the police department, so that the council can make an independent and informed decision.

(c) *Revocation of business tax receipt.* The ~~town-clerk~~, Town Manager or his/her designee upon notice, a hearing, and approval by the town council, may revoke any receipt:

(1) If further operation of such business shall be detrimental to the town or its inhabitants, or

(2) If the holder of the receipt shall have been convicted of an offense against the town in connection with the operation or maintenance of the business.

Sec. 13-9. - Enforcement; investigations and arrests.

(a) It is hereby made the duty of the ~~town-clerk~~ Town Manager or his/her designee to investigate persons engaged in any of the aforesaid business, occupations, or professions and to make such inquiry and investigation as shall be necessary to determine whether or not they have procured a business tax receipt or receipts as hereinbefore provided; and any person refusing to allow the ~~town-clerk~~ Town Manager or his/her designee to investigate for the purpose of determining whether such person has a receipt shall, upon conviction, be punished as provided in section 1-8, and the ~~town-clerk~~ Town Manager or his/her designee and his deputies are

hereby vested with the power and authority to make arrests for violations of this chapter.

(b) No person who shall have operated a business in the town without an occupational license or business tax receipt in prior years shall be granted a current occupational license or business tax receipt without first having paid to the town all amounts owed as license or business tax fees and penalties for previous years during which the operation was carried on under such person or ownership, including late fees, which shall be 25 percent of the license or business tax fee per year.

Sec. 13-14. - Bottled gas— Business tax receipt required; fee.

No person shall engage in or manage any business or occupation concerned with the installation or servicing of bottled or manufactured gas equipment in the town unless a town business tax receipt shall have been procured from the ~~town clerk~~, Town Manager or his/her designee, which receipt shall be issued to each person upon the receipt of a business tax fee in the amount of \$150.00. The servicing of bottled or manufactured gas is deemed to include the replacement or replenishment of all containers or bottles supplying gas to the establishment.

Sec. 13-15. - Same—Business tax receipt period; no proration.

No business tax receipt for the business of installing or servicing of bottled or manufactured gas equipment shall be issued for more than one year, and all business tax receipts are to run for a term beginning October 1st and expiring September 30th. No business tax receipt shall be issued for an amount less than \$150.00, even though such a receipt shall be taken out after October 1st.

Sec. 13-16. - Same—Separate fee for each type of gas; liability insurance.

Should any person engage in the distribution, servicing and installation of both bottled and manufactured gas, a separate business tax receipt fee in the amount of \$150.00 shall be paid for each type of gas marketed. It is further required that each business tax receipt applicant submit to the ~~town clerk~~ Town Manager or his/her designee a certificate of satisfactory insurance as to comprehensive general liability insurance covering all phases of distribution, servicing and installing said gas equipment.

Sec. 13-18. - Same—Permit.

Before any installation can be made, a permit must be secured from the ~~town clerk~~, Town Manager or his/her designee and prior to hookup of gas service, an inspection by the plumbing inspector shall have been applied for with the ~~town clerk~~ Town Manager or his/her designee and approved by the plumbing inspector.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Conflicts and Repealer. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Codification. If the Official Code of Ordinances of the Town of Bay Harbor Islands Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption on second reading.

PASSED on First Reading this 11th day May 2022.

PASSED AND ADOPTED on Second Reading this ____ day of ____, 2022.

JOSHUA FULLER
Mayor

ATTEST:

YVONNE P. HAMILTON, CMC
Acting Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
Town Attorney
BY: Greenspoon Marder LLP

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on first reading to rezone a 20-foot strip of land at 9110 West Bay Harbor Drive from RM-3, Multiple-Family Residential District to RM-1, Multiple-Family District. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The applicant, 9525 BH LLC is under contract to purchase 9110 West Bay Harbor Drive. The overall property is a split-zoned parcel that currently includes the Bay Harbor Apartments Condominium building. One of the town's stormwater drainage pipes runs through the eastern end of the property which has a different zoning designation. The applicant is requesting to change the Town's zoning designation of the easternmost 20 feet of the property, the portion of Tract "A" from RM-3 to RM-1 to be consistent with the remainder of the site's RM-1 zoning designation and to better facilitate redevelopment of the property.

The only portion of the property that is not zoned RM-1 is that portion of Tract "A", which is zoned RM-3.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	BHI 9110 WBHD TC Staff Report Rezoning May 2 2022
2.	BHI Sec 23-2 Zoning District Mod May 2022
3.	9110 W Bay Harbor Dr_ Letter of Intent
4.	9110 W Bay Harbor Drive - Exhibits to LOI
5.	Portion of Tract A - Survey

6.	OWNER Rezoning Application - Notiarized by Joel_4.18.22
7.	Sec. 23-2. - Districts-Code Tex Language
8.	Ordinance - 9110 West Bay Harbor Drive Rezoning-

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: May 2nd, 2022

Subject: Rezoning Application – From RM-3 to RM-1
Current Development - Bay Harbor Apts. Condominium Association, Inc.
9110 West Bay harbor Drive
North 20 Feet of Tract "A", Bay Harbor Island Subdivision
BHI Project No.: REZ22-000001
MMPA Project No. 01-0702-1130B

ISSUE:

The Town has received a rezoning petition from Neisen Kasdin, Esq. from the law firm Akerman, LLP, on behalf of the contract purchaser of the site (9525 BH, LLC), and the current property owners that will be selling the site (Bay Harbor Apartments Condominium Association, Inc.), requesting a rezoning of the northern 20 feet of Tract "A" from the current RM-3 Multiple Family Residential District to the RM-1 Multiple Family Residential District (Waterfront Lots). The current property owners also own the contiguous lot to the northwest (Lot 29, Block 2) which comprises a single 10 DU development site built in 1955. The applicant has submitted a justification statement that is attached hereto. The applicant has stated in the justification statement that the contract purchaser would like to submit an application for a new multifamily development under one consistent zoning district for the entire property - the RM-1 Multiple Family Residential District. The 20-foot area contains a Town-owned drainage outfall pipe.

GENERAL PROPERTY DESCRIPTION

Future Land Use Map Designation: Medium – High Density Residential (6-80 DUA)
Existing Zoning District: RM-3 Multiple Family Residential District
Proposed Zoning District: RM-1 Multiple Family Residential District (Waterfront Lots)
Legal Description: Northern 20' of Tract "A", Bay Harbor Islands Subdivision
General Location: South of West Bay Harbor Drive & 91st Street

BACKGROUND INFORMATION

As stated above, the applicant is requesting to change the current RM-3 Multiple Family Residential District zoning designation of the westerly 20 feet of Tract "A" to the RM-1 Multiple Family Residential District. The same landowner (BH Apts. Condo HOA) owns both Lot 29, where the current 10 DU Bay Harbor Apartments Condominium Association is built, and the 20-foot wide sliver of Tract "A". While the exact 1950s land transactions and Town development approvals are somewhat vague and public records few, the applicant has provided some Title Abstract excerpts and an opinion from the Title Attorney about this somewhat odd arrangement. Prior to this rezoning submittal MMPA was not aware of this situation, nor was any Town staff member that were asked about it historically. What is known from our knowledge of the recorded Bay Harbor Islands Subdivision plat (PB 46 / Page 5, MDCR) and the Town's Public Works / Engineering staff, the plat did not contain any notations or dedications for easements, such as utility easements for potable water / sanitary sewer / FPL / others, drainage easements for the stormwater outfalls from the streets to the adjoining waterways, or any others. It is not uncommon to grant such easements via a separate instrument after the pipes / pumps / inlets / poles / wires / etc. were built and you know exactly where they are located. It is also not uncommon in that time-period that a developer building a subdivision would install various types of what will eventually become public infrastructure - and not establish formal easements (flexibility in land sales) or convey (Bill of Sale) - improvements to the applicable government. The original developer apparently installed numerous drainage facilities under the streets and constructed outfall pipes from the streets to the adjoining waterways. The metal street drainage inlets give an indication of where the outfalls now exist. The Public Works Department maintains a Drainage Master Plan showing the location of drainage inlets and lines, including the outfalls. The outfalls are quite old but have been lined / repaired over the years (replacement / major upgrades would be very expensive and need to meet modern environmental design / permit standards). Unfortunately, once land is sold to a third party, the developer / land seller often loses the right to convey easements / dedicate lands, unless the Deed Restrictions / sale contracts has a reservation provision. Often in redevelopment reviews the Town staff identifies that an outfall exists across the land being analyzed, and as a condition of approval, an easement(s) is required to be granted to the Town at the time of building permit issuance.

As to this specific situation there is a metal street drain inlet located in the valley gutter curb at the southwest corner of the intersection of West Bay Harbor Drive and 91st Street. An 8-inch drainage outfall pipe exists from that inlet southwesterly across Tract "A" to the Indian Creek Lake (pictures included in applicant's backup). The outfall pipe is apparently not buried very deep and is located (centered) about 9.5 feet from the east property line of Tract "A". A typical drainage easement is 15'-20' in width due to the fact that a backhoe must be able to access the pipes for repairs and the area must be unobstructed (landscaping allowed and now exists / sometimes parking lots). The Town's Public Works staff has tentatively agreed that a 15' wide drainage easement would suffice in this case (measured from the east property line) which would allow 5'+/- of access area from the west side of the pipe. The new developer is willing to grant such an easement to the Town. If the rezoning / redevelopment does not happen the Town may leave its outfall pipe where it is, as the outfall has been there for 75+/- years, and the Town has most likely obtained proscriptive legal rights. If the site is redeveloped the Town will require a drainage easement as a condition of Site Development Plan approval.

**Town Council Staff Report
Rezoning Application – RM-3 to RM-1
9110 West Bay Harbor Drive
North 20' of Tract "A", Bay Harbor Island Subdivision
May 2nd, 2022
Page 3**

It is not exactly clear why the 20-foot sliver was merged with the Lot 29 development site, rather than remain as part of Tract "A" – there were really no density limitation in the 1950s – and 10 DU is below the current density limits (34 DUA). There is a surface parking lot for the Blair House MFR complex adjoining the 20' wide land sliver, and this land area could have remained as part of the Blair House complex.

The combined size of the subject site is about 14,500 sq. ft. / .33 acres. It appears from the MDPA website / survey legal description that this site deeded the front 11' of the site to the Town for on-street parking, as many others did in the past. It is believed the landowner will eventually request the Town to quit claim the 11' of land back to them, as is the normal procedure. This would result in a slightly larger site area. It is noted the existing multifamily building is positioned only on Lot 29 and meets the minimum side setback requirements – not including the use of the 20' land sliver.

The applicant's basic justification for the rezoning is this is generally a "cleanup" matter so the site has one set of common Land Development Regulations to apply. It is noted the RM-3 District has larger side setback requirements (20' min.) as the so-called "Tract" development sites are mostly high-rise complexes. The RM-1 District side setback requirements start at 10' base (15% of lot width with 10' min.) and increase progressively as a building gets taller. If the Town grants the rezoning the net result if the site is redeveloped will be the site's eastern side setback could be 15' (drainage easement area) – where it is about 30' now (20' land sliver + 10' Lot 29 side setback). The allowable base density is the same in either district (34 DUA). The potential density could increase based on the lot size (existing site / 11' ROW deed area). As stated previously the current development includes 10 DUs. The current allowed base density is 11 DUs (at 34 DUA). If the 11' of right-of-way is deeded back, the allowable base density could increase to 12 DU. There is always the potential for developers to acquire TDR units to increase the density too. In theory up to 27+/- DU could be built at the maximum allowed density (80 DUA); however, this would be very difficult with the Town's stringent building height limits, parking requirements, and open space requirements. It is expected the site will be a luxury development due its proximity on the Indian Creek Lake. A nearby similarly sized site (9290 WBHD) is now being reviewed for development with only 8 DU (no TDR units).

An existing 11-story / 80 DU multiple-family apartment building, the Blair House, abuts the subject lot to the southeast. An existing 7-story / 8 DU multiple-family apartment building, 9120 WBHD, abuts the subject lot to the northwest. To the northeast across 91st Street is the 7-story / 72 DU Longwood Towers multifamily complex. To the southwest of the subject site is the Indian Creek Lake, a wide navigable waterway separating the Town from Indian Creek Village.

The Town's 2006 Historic Structure Survey indicates the current building was built in 1955+/- . The architectural style is listed as having "MiMo Influenced Design" features.

PLANNING ANALYSIS:

A. Comprehensive Plan Consistency

**Town Council Staff Report
Rezoning Application – RM-3 to RM-1
9110 West Bay Harbor Drive
North 20' of Tract "A", Bay Harbor Island Subdivision
May 2nd, 2022
Page 4**

The adopted Comprehensive Plan Future Land Use Map (FLUM) designation of the subject property is "Medium-High Density Residential (6-80 DUA). Both Lot 29 and the 20-foot land parcel have the same adopted FLUM designation.

Following are citations from the Town's adopted Comprehensive Plan:

Future Land Use Element

Objective 2: Innovative land use regulations shall be reviewed for adoption and development and redevelopment in the Town of Bay Harbor Islands shall be consistent with the goals, objectives and policies of this element; future uses shall be as indicated in the adopted Future Land Use Map, and shall be consistent with the desired community character, i.e., generally low density residential development on the west island, and in the east island, a variety of multiple-family residential development with commercial land uses along Kane Concourse.

Consistency Analysis: The proposed zoning change would be consistent with the Town's adopted Comprehensive Plan.

B. Zoning Analysis

The current zoning classification of the subject property (West 20 feet of Tract "A") is RM-3 Multiple Family Residential District. The applicant is requesting to rezone the site to the RM-1 Multiple Family Residential District (Waterfront Lots) so that the entire property will have the same zoning designation. The table below details the adjacent Future Land Use Map (FLUM) designations, existing uses, and current zoning. To the northwest of the subject lot all of the waterfront lots are zoned RM-1 Multiple Family Residential District. Almost every waterfront site is developed in this area. To the southeast of the subject lot are two (2) of the large so-called "Tract" sites, referring to their platted designation (Tracts "A" & "B"). There are two (2) existing high-rise developments on those sites – the 11-story / 80 DU Blair House which adjoins the subject site, and the 10-story / 59 DU Mediterranean multifamily complex. Across the 60-foot wide road right-of-way of West Bay Harbor Drive / 91st Street e applicant's property is the 7-story / 72 DU Longwood Towers multifamily complex. To the south of the subject property is the Indian Creek Lake waterway.

Adjacent Land Use Analysis:

Direction	FLUM Designation	Existing Uses	Current Zoning	Allowable Bldg Height
Northwest	MH Medium-High Density Residential (6-80 DUA)	2-Story Multifamily Site (9110 WBHD) (Lot 29 of Block 2) *Remainder of Applicant's Property	RM-1 Multiple Family Residential	75 Feet
Southeast	MH Medium-High Density Residential (6-80 DUA)	Blair House Condominiums 11-Story MFR	RM-3 Multiple Family Residential	75 Feet per Charter / 120 Feet Max. Ref. *Existing MFR Exceeds Hgt.

Town Council Staff Report
Rezoning Application – RM-3 to RM-1
9110 West Bay Harbor Drive
North 20' of Tract "A", Bay Harbor Island Subdivision
May 2nd, 2022
Page 5

South	Waterway Not Designated / Town Boundary	Indian Creek Lake / Indian Creek Village Golf Course / Homes	Waterway Unzoned / Town Boundary	N/A
Northeast	MH Medium-High Density Residential (6-80 DUA)	West Bay Harbor Dr. Longwood Towers Condominiums 7-Story MFR	RM-2 Multiple Family Residential	65-feet

The Town's Code does not contain criteria for reviewing rezoning applications. Typically in other jurisdictions the following items are considered when reviewing a rezoning: consistency with the Comprehensive Plan; consistency with established land use patterns; does the change create an isolated or unrelated district; are the current district boundaries drawn illogically or not responsive to changed conditions; does it impact infrastructure and municipal services; and substantial reasons exist that make the property unable to be used in accordance with the existing zoning. As already discussed above is an analysis of whether the proposed rezoning may be consistent with the Town's Comprehensive Plan. The rezoning would allow development consistent with the established land use patterns (no change), does not create an isolated or unrelated district, would not impose major impacts on the Town's infrastructure or services and will be reviewed in more detail at time of site plan consideration. The permitted uses and allowable density would not change for the parcel since the current requirements for both Lot 29 and the 20' sliver of Tract "A" follow the permitted uses as discussed in Section 23-21(4) and (6).

The only key issue we observe regarding the requested rezoning is a change that would be allowed under the Town's Land Development Regulations related to side building setbacks. The following table compares the side setback requirements for RM-3 and RM-1 districts:

District	Setbacks
RM-3	(3) <i>Side yard setbacks.</i> All lots shall have minimum side yard setbacks as follows: (a) Buildings up to 30 feet in height—Twenty feet. (b) For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, the maximum required setback shall be 30 feet.
RM-1	(3) <i>Side yard setbacks.</i> All lots in the RM-1 Multiple Family zoning district shall have minimum side yard setbacks as follows: a. <i>Buildings less than 30 feet in height.</i> Ten feet. b. For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.

	c. Notwithstanding the above provisions for developments on more than one lot the minimum setback from each side lot line shall be equal to ten percent of the street frontage of the lot but not less than ten feet. The maximum required side setback width shall be 22.5 feet.
--	---

From the above comparison table, it can be observed the district regulations for the RM-3 District is slightly stricter than the RM-1 District (20' side setback vs. 10' side setback). This is attributable to the fact that the RM-1 lots are platted as 75 feet in width while the Tract sites are huge and allow high-rise buildings – more deserving of larger setbacks. However, in this instance, due to the existence of the Town's WBHD drainage outfall pipe location – and Town's requirement for a 15 foot wide drainage easement (cannot relocate the pipe) - the smallest side setback from the Blair House site will be 15 feet vs. 10 feet. This results in a 5' difference. Since the existing 10 DU building is placed centered within Lot 29 and meets all RM-1 setback requirements (except the front setback due to the 11-foot dedication for parking that will be cured prior to redevelopment) it is anticipated there could be 15 feet of newly available building area (use of existing 10' side setback / use of 5 feet of the 20 feet land sliver). A future redevelopment would have the availability to have a slightly enlarged building footprint. The allowable density would not change nor the building height, nor any other zoning criteria.

At this time the applicant has not submitted a Site Development Plan application for redevelopment of the site. Therefore, this analysis is based on the theoretical Code allowances.

CONCLUSION / STAFF RECOMMENDATION

The Town has received a rezoning petition requesting a rezoning of the northern 20 feet of Tract "A" from the current RM-3 Multiple Family Residential District to the RM-1 Multiple Family Residential District (Waterfront Lots). The current property owners (BH Apts. Condo Assoc.) also own the contiguous lot to the northwest (Lot 29, Block 2) which contains a single 10 DU development site built in 1955. The applicant has stated in their justification statement that the contract purchaser would like to submit an application for a new multifamily development under one consistent zoning district for the entire property - the RM-1 Multiple Family Residential District. It is noted the 20-foot area contains a Town-owned drainage outfall pipe.

For the reasons stated herein, MMPA recommends **APPROVAL** of the rezoning of the subject site to the RM-1 Multiple Family Residential District. MMPA believes that while a slightly narrower side setback may result if the site is redeveloped, the other comparative district LDRs are very similar, in fact the RM-1 LDRs are more stringent in some cases.

Exhibit "B"

Proposed Revisions to Section 23-2. - Districts

Sec. 23-2. - Districts.

In order to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces and to regulate and limit the percentage of lot that may be occupied and the density of population, the town is hereby divided into use and area districts as follows:

Use districts:

- (1) RD—Single Family district.
- (2) RM-1—Multiple-Family district (waterfront lots).
- (3) RM-2—Multiple-Family district (non-waterfront lots).
- (4) B-1—Business district.
- (5) RM-3—Multiple-Family district.
- (6) CA—Causeway district.
- (7) PUD district.
- (8) G—Gateway district.

Area districts: Area districts are as hereinafter set forth:

The town is hereby divided into area districts for specified uses, and the boundaries of such districts are as follows, to wit:

All of the lots and tracts appearing on the West Island, except Lots 68, 69, 70 and 71 in Block 23 thereof, are hereby designated as "use district RD"; Lots 3 through 25 in Block 1, Lots 2 through 29 in Block 2 and the northwesterly 20 feet of Tract "A", Lots 1 through 31 in Block 3 and Lots 1 through 36 in Block 4 are hereby designated as "use district RM-1"; Lots 1 through 15 in Block 5, Lots 1 through 20 in Block 6, Lots 1 through 20 in Block 7, Lots 1 through 21 in Block 8, Lots 1 through 25 in Block 9, Lots 1 through 12 in Block 10, Lots 1 through 18 in Block 13, Lots 1 through 18 in Block 14, Lots 1 through 18 in Block 15, Lots 1 through 13 in Block 16, Lots 1 through 10 in Block 17, Lots 1 through 16 in Block 18, Lots 1 through 16 in Block 19, and Lots 1 through 16 in Block 22 are hereby designated as "use district RM-2"; all of the lots appearing Blocks 11, 12, 20 and 21, of the East Island are hereby designated as "use district B-1"; Tract A, less the northwesterly 20 feet thereof, and all of Tracts B, C, D, E and F, appearing on the plat of the East Island, are hereby designated as "use district RM-3"; all lots and tracts located on that portion of the Broad Causeway which comprises Lots 68, 69, 70 and 71 in Block 23 on the West Island, and the land and causeway extending westerly therefrom across Biscayne Bay to the west shore of Biscayne Bay are hereby designated as "use district CA"; Lots 1, 2 and 3 in Block 2 and Lots 35, 36 and 37 in Block 4 are hereby designated as "use district PUD"; and Lots 1 and 2 in Block 1, Lot 1 in Block 2, Lot 32 in Block 3 and Lot 37 in Block 4 are hereby designated as "use district gateway (G)".

No building shall be erected, constructed, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than the use permitted in the use district in which such building or land is located.

No lot area shall be so reduced or diminished that the yards or other spaces shall be smaller than as prescribed by this article, nor shall the density of population be increased in any manner except in conformity with the area regulations established in this article.

Every building hereafter erected, constructed, reconstructed or structurally altered shall be located on a lot as herein defined, and in no case shall there be more than one building on one lot, except as hereinafter provided for.



Neisen Kasdin

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

D: 305 982 5629
neisen.kasdin@akerman.com

April 21, 2022

Honorable Mayor and Council
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: 9110 WEST BAY HARBOR DRIVE - Proposed Rezoning of 20 Foot Strip from
RM-3 to RM-1, and Dedication of Stormwater Easement**

Dear Honorable Mayor and Council Members:

We represent 9525 BH LLC ("Applicant"), which is under contract to purchase the subject property located at 9110 West Bay Harbor Drive ("Property") in the Town of Bay Harbor Islands. The overall Property is a split-zoned parcel that currently includes the Bay Harbor Apartments Condominium building constructed in the 1950s ("Existing Improvements"). One of the Town's stormwater drainage pipes runs through the eastern end of the Property, which has a different zoning designation.

For the reasons set forth below, Applicant is now requesting to change the Town's zoning designation of the easternmost 20 feet of the Property (the "Portion of Tract A") from *RM-3* to *RM-1*, to be consistent with the remainder of the site's *RM-1* zoning designation and to better facilitate redevelopment of the Property.

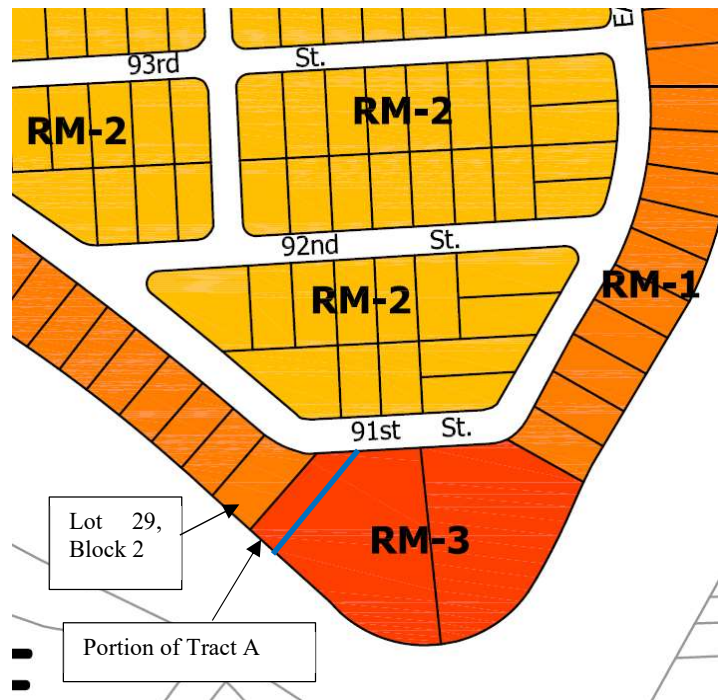
A. Existing Zoning Regulations

For a majority of the Property including the Existing Improvements, the current zoning designation is *RM-1*. Pursuant to Town Code Section 23-11(B1)(3), *RM-1* zoning districts are required to have minimum side yard setbacks of 10 feet for portions of the building less than 30 feet in height and for each additional 3 feet of building height above 30 feet, an additional 1 foot

of building setback is required for that portion of the structure over 30 feet in height. The maximum setback is 20 feet.

The only portion of the Property that is not zoned *RM-1* is the Portion of Tract A, which is zoned *RM-3*. Pursuant to Town Code Section 23-11(D)(3), *RM-3* zoning districts are required to have minimum side yard setbacks of 20 feet for portions of the building up to 30 feet in height and for each additional 3 feet of building height above 30 feet, an additional 1 foot of building setback is required for that portion of the structure over 30 feet in height. The maximum setback is 30 feet.

Based on the required *RM-3* side yard setback of 20 feet and the narrow width of this area, development is effectively prohibited on the entire Portion of Tract A, which is comprised of the eastern 20 feet of the Property. The current *RM-3* zoning thus renders the Portion of Tract A completely undevelopable.



B. Property Background

The Property's two different zoning designations are based on its history of development and joinder of platted lots. The entire Property contains approximately 14,500 square feet of lot area. In 1953, the original developer of the Property constructed a 10-unit, 2-story concrete block structure condominium building, which has approximately 10,000 square feet of floor area ("Existing Improvements"), and is depicted on the enclosed survey (**Exhibit 1**). Currently, the Existing Improvements are in a poor state of repair and it would be very expensive for the unit owners to bring it up to standards.

The legal description of the Property includes both Lot 29 in Block 2 of the Plat of Bay Harbor Islands, along with the northwesterly 20 feet of Tract A of the Plat of Bay Harbor Islands (the "Portion of Tract A"). According to the enclosed survey, the Portion of Tract A contains approximately 3,500 square feet of "lot" area. The remaining portions of the platted Tract A to the east were developed separately from the Property, as the Blair House Condominium.

It appears that this situation has existed since original development of Bay Harbor Islands in the 1950s. In 1954, both Tract A and Lot 29 in Block 2 were owned by Irwin Cohen. In 1956, Irwin Cohen likely deeded Tract A while retaining ownership of the Portion of Tract A and Lot 29, Block 2. Therefore, it is likely that from 1956 onwards, the Portion of Tract A was included with

Lot 29, Block 2 in the legal description of the Property. A legal description of Tract A recorded in a 1958 deed excludes the Portion of Tract A and a legal description of the Property in a 1987 deed (**Exhibit 2**) includes the Portion of Tract A. Further, a legal description of the Property in a 1987 Declaration of Condominium for the Bay Harbor Apartments (the "Declaration") includes the Portion of Tract A (**Exhibit 3**). A detailed summary of the history of Tract A, the Portion of Tract A, and Lot 29, Block 2 based on a Title Search Report from Old Republic National Title Insurance Company is enclosed for reference as **Exhibit 4**.

C. Stormwater Drainage Outfall

The existing stormwater drainage pipe on the eastern end of the Property is utilized by the Town, and is located approximately 9.5 feet from the east property line. This underground drainage pipe runs the full length of, and parallel to, the east property line until it reaches an outfall location on the southwesterly edge of the Property bordering Indian Creek Lake. Enclosed as **Exhibit 5** is the Town's map of existing stormwater drainage pipe locations, and enclosed as **Exhibit 6** are several images of the existing condition of the stormwater drainage outfall.

In our title research and discussions with the Town, we were not able to locate any official document or a recorded instrument granting the Town its necessary rights to periodically use, access, maintain, and repair the existing stormwater drainage pipe on the Property (which we presume has also been in place since original development of these lots in the 1950s).

D. Proposed Rezoning and Dedication of Easement

Based on these existing conditions, Applicant is proposing a rezoning of the Portion of Tract A from *RM-3* to *RM-1* at this time so that the Portion of Tract A can be more efficiently incorporated into an overall redevelopment of the Property, while also respecting an appropriate side setback for the open area containing the existing Town drainage pipe. Applicant is seeking to move forward with development of a high-end boutique residential building on the Property, and a rezoning of the Portion of Tract A from *RM-3* to *RM-1* will enable the Portion of Tract A to be developed upon, which will promote a more cohesive design for the entire Property.

Separate and apart from the rezoning, Applicant is proffering an easement to the Town for the east 15 feet of the Portion of Tract A, that would include 15 feet of vertical clearance, granting the Town a easement to access the existing underground stormwater drainage pipe (note that this 15-foot easement would exceed the 10-foot minimum required building setback under *RM-1* zoning regulations). The remaining 5 feet of the Portion of Tract A would remain developable, along with air rights, incorporating 15 feet of vertical clearance, above the western 5 feet of the easement area. This would grant the Town the necessary rights to use, access, maintain, and repair the stormwater drainage pipe.

Based on discussions with the Town Engineer, a 5 foot clearance on both sides of the pipe and 15 feet of vertical clearance is sufficient for accessing the pipe since the pipe is small and shallow, and the equipment needed to repair the pipe in case of damage should be small. The

15 foot easement would provide 5 feet of clearance on both sides of the pipe. Applicant would also ensure that the building would be developed in a manner that permits the use, access, maintenance, and repair of the stormwater drainage pipe.

E. Conclusion

The current split zoning of the Property is unusual and prohibits any realistic use of the Portion of Tract A. It causes the Portion of Tract A to be entirely undevelopable. A rezoning of the Portion of Tract A from *RM-3* to *RM-1* would correct this impractical split zoning condition and create uniformity, allowing a building to be developed that is a better fit for the site. For these reasons, we respectfully request a rezoning of the Portion of Tract A to *RM-1*.

Sincerely,

AKERMAN, LLP



Neisen O. Kasdin

Enclosures

cc: Maria Lasday, Town Manager
Joe Geller, Town Attorney
Yvonne Hamilton, Interim Town Clerk
Michael Miller, Town Planner

INDIAN CREEK LAKE



2. PROPERTY ADDRESS: 9110 WEST BAY HARBOR DRIVE, MIAMI-DADE COUNTY, FLORIDA 33154.
3. IT IS NOT A SURVEY OF THE CONDOMINIUM UNITS OR INTERIOR CONDOMINIUM COMMON OR ELEMENTS. THIS SURVEY REFERS TO THE CONDOMINIUM DECLARATION FOR "BAY HARBOR APARTMENTS CONDOMINIUM" FOR THE IDENTIFICATION AND LOCATION OF THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
4. MIAMI-DADE COUNTY PROPERTY FOLIO: 13-22-227-087-0001 (REFERENCE).
5. LEGAL DESCRIPTION PROVIDED BY CLIENT.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO TRANSVERSE MERCATOR COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT, REFERENCE BEARING ALONG THE LINE OF THE WEST BAY HARBOR DRIVE WITH A BEARING OF S40°54'36"E.
7. REFERENCE BENCHMARK: MIAMI-DADE COUNTY BENCHMARK 5.243. ELEVATION = +117.77 (NGVD).
8. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).
9. GPS BASE STATION PROVIDED BY THE FDOT FLORIDA PERMANENT REFERENCE NETWORK USING SURVEY GRADE KINEMATICS GPS PROCEDURES.
10. THE UNDERGROUND DRAINAGE UTILITY PIPE SHOWN HERE WAS OBSERVED FROM THE STREET CATCH BASIN AND THE LOCATION OF THE SEAWALL OUTFALL PIPE. SURVEYORS HAS NOT BEEN CONDUCTED ANY SURFACE ANALYSIS TO DETERMINE ANY DEVIATIONS FROM THE UTILITY PIPE ROUTE SHOWN HEREON.
11. TREE SURVEY PERFORMED ON 3-12-2022. MEASURED TRUNK DIAMETER, CANOPY AND HEIGHT. TREE SYMBOLS DEPICTED HEREON ARE NOT SCALED TO CANOPY SIZE.
12. ALL AREAS: THE SUBJECT PROPERTY CONTAINS 0.0808 ACRES OR 3.519 SQUARE FEET, MORE OR LESS.
13. ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA UNLESS OTHERWISE NOTED.
14. ROOF OVERHANGS, IF ANY, NOT SHOWN UNLESS OTHERWISE NOTED.
15. DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED UNLESS OTHERWISE STATED.
16. RIGHT-OF-WAY LINES DO NOT REPRESENT AN OPINION OF OWNERSHIP BY THIS FIRM.
17. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY OR ANY OTHER MATTERS OF RECORD.
18. SURVEYOR HAS NOT SHOWN ANY OFFICIAL ZONING CLASSIFICATION, VARIANCES, USES PERMITTED THEREUNDER, SETBACK, HEIGHT, BULK, DENSITY AND/OR PARKING REQUIREMENTS, REFERENCE TO ANY ZONING OR CODES, AS SAME MAY VARY DEPENDING ON CONSTRUCTION. ALL TO BE DETERMINED BY OTHERS.
19. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
20. IF SHOWN, FENCE AND WALL OWNERSHIP IS NOT DETERMINED. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
21. EASEMENTS, IF ANY, PLOTTED AS PER SAID TITLE COMMITMENT, SCHEDULE B-I-I.
22. ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S WEB-SITE.
23. THIS IS A BOUNDARY SURVEY OF THE SUBJECT PROPERTY.



It's fast. It's free. It's the last

www.callsunshine.com

SURVEY DATE: 3-12-2022	
JOB ORDER: 22-145	
FILE NO.: B-2777	
FILE NAME: Bound Survey.dwg	
F.B. 390	PG. 43-44

NOTES

1. ELEVATION
2. GEODETIC
3. THIS FIRST
4. AND/OR F
5. THE LANE
6. THIS FIR
7. PARTIES,
8. THIS SUR
9. PARTY A
10. TRANSFE
11. ALL IRON
12. WITH CAP

NOTES	
1.	ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
2.	THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTING AND/OR FOUNDATIONS (UNLESS OTHERWISE NOTED).
3.	THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED BY THIS FIRM REGARDING MATTERS OF INTEREST, OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS-OF-WAY, ETC.
4.	THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THIS PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5.	ALL IRON PIPES & NAILS AND DISCS SET BY THIS FIRM, SHALL

BY: _____, PRESIDENT
GEOFFREY LEITER, PROFESSIONAL SURVEYOR & MAPPER #639
STATE OF FLORIDA

SHEET 1 OF 1

1987 AUG 11 PM 4: 15

87R310194

EXHIBIT 2

RETURN TO: DEBBI LANDSBERG, ESQ.
 KETH, MACK, LEWIS & ALLISON
 111 N.E. 1st Street
 Miami, Florida 33132-2593

OFF.
REC.

13377PG 470

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 15th day of May,
 A.D. 1987, by the ESTATE OF IRWIN I. COHN, DECEASED, Dade County, Florida,
 Probate File No. 86-99, by and through RITA C. HADDOW, not
 personally but as Ancillary Personal Representative of said Estate (hereinaf-
 ter referred to as the "First Party") to the following persons (hereinafter
 collectively referred to as the "Second Party") at the following addresses,
 as tenants in common, the following undivided interests in real property de-
 scribed herein:

Name	Address	Percent Interest Being Conveyed
Lee Sofferin	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	3%
Alex Spector	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	8%
Sadie Cohn	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	21%
Ben B. Buten & Dorothy Buten, his Wife	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	21%
George Seyburn & Florence Seyburn, his Wife	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	21%
Gladys Beznos	9110 West Bay Harbor Drive Bay Harbor Islands, FL 33154	21%

WITNESSETH, that said First Party for and in consideration of the sum
 of One (\$1.00) Dollar, in hand paid by the said Second Party, the receipt
 whereof is hereby acknowledged, does hereby remise, release and quit-claim
 unto the said Second Party forever, all of the right, title, interest,
 claim and demand which the said First Party has in and to the following de-
 scribed lot, piece or parcel of land, situate, lying and being in the
 County of Dade, State of Florida, to wit:

Documentary Stamps Collected

Dade County, Florida

Laura C. Hadow
 State 187

15.00
 2.00

Lot 29 in Block 2 of Bay Harbor Islands, less the northeast 11 feet fronting on West Bay Harbor Drive, measured at right angle to the margin of West Bay Harbor Drive, of said Lot 29 in Block 2 of Bay Harbor Islands, a subdivision according to the plat thereof recorded in Plat Book 46 at Page 5 of the Public Records of Dade County, Florida, together with all right, title, interest, reservations and right of reversion in and to said northeast 11 feet fronting on West Bay Harbor Drive, excepted from said Lot 29; and together with the West 20 feet of Tract A of Bay Harbor Islands according to the plat thereof recorded in Plat Book 46 at Page 5 of the Public Records of Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of said Second Party forever.

Sadie Cohn, the surviving wife of Irwin I. Cohn, Deceased, joins in this Quit-Claim Deed for the sole purpose of releasing her rights to dower and homestead property, if any, with respect to the interest conveyed by this Quit-Claim Deed.

IN WITNESS WHEREOF, the said First Party and Sadie Cohn signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

ESTATE OF IRWIN I. COHN, DECEASED

Marie N. Primo
Marie N. Primo

Rita C. Haddow
RITA C. HADDOW, Ancillary Personal Representative of the Estate of Irwin I. Cohn, Deceased and not individually.

William L. Pantalone
William L. Pantalone

Marie N. Primo
Marie N. Primo

Sadie Cohn
SADIE COHN

William L. Pantalone
William L. Pantalone

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RITA C. HADDOW, Ancillary Personal Representative of the Estate of Irwin I. Cohn, Deceased, Dade County, Florida, Probate File No. 86-99, to me known to be the person described in and who executed the foregoing instrument on behalf of said Estate and she acknowledged before me that she executed the same on behalf of said Estate.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, A.D. 1987.

CLERK OF THE DISTRICT COURT OF THE JUDICIAL CIRCUIT IN AND FOR THE COUNTY OF WAYNE, MICHIGAN
NOTARIES PUBLIC
RICHARD P. BRINKER
CLERK CIRCUIT COURT

William L. Pantalone
Notary Public
Wayne County, Michigan
My commission expires: 5-19-87

WILLIAM L. PANTALONE
Notary Public, Wayne County, Michigan
My Commission Expires May 19, 1987

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SADIE COHN, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, A.D. 1987.

William L. Pantalone
Notary Public
Wayne County, Michigan
My commission expires: 5-19-87

WILLIAM L. PANTALONE
Notary Public, Wayne County, Michigan
My Commission Expires May 19, 1987

Instrument prepared by:

Charles Nida, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226

OFF REC 13505 854

EXHIBIT A

LEGAL DESCRIPTION

Lot 29, in Block 2, of BAY HARBOR ISLAND, less the Northeast 11 feet fronting on West Bay Harbor Drive, measured at right angles to the margin of West Bay Harbor Drive, of said Lot 29, in Block 2, of BAY HARBOR ISLAND, a subdivision according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Dade County, Florida;

Together with all right, title, interest, reservations and right of reversion in and to said Northeast 11 feet fronting on West Bay Harbor Drive excepted from said Lot 29;

and

The Northwesterly 20 feet of Tract "A" of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Dade County, Florida, said portion of Tract "A" being more particularly described as follows:

Begin at the most Northwesterly corner of Tract "A" of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Dade County, Florida, said point of beginning being on a circular curve whose center bears North 6°12'01" East therefrom; thence run in an Easterly direction along the North boundary of said Tract "A" and along said circular curve having a radius of 85 feet through a central angel of 6°12'01" for an arc distance of 9.20 feet to the end of said curve whose center bears due North therefrom; thence run due east along the North boundary of said Tract "A" for a distance of 17.83 feet to a point; thence run South 43°18'53" West for a distance of 185.34 feet to a point on the Southwesterly boundary line of said Tract "A"; thence run North 46°41'07" West along the Southwesterly boundary line of said Tract "A" for a distance of 20 feet to the most Westerly corner of said Tract "A"; thence run North 43°18'53" East along the Northwesterly boundary of said Tract "A" for a distance of 167.17 feet to the point of beginning of the tract of land herein described.

MEMORANDUM OF TITLE SEARCH REPORT

I have received and reviewed the Title Search Report that I ordered from my underwriter, Old Republic National Title Insurance Company for Tract 'A' and Lot 29. Copy with the actual documents which I downloaded and reviewed individual 'pdf' entries is attached.

The history of Tract A and Lot 29 in Block 2 is that as of December 1954 Irwin I. Cohen was the owner of **both** Lots.

It appears that in the Deed filed on December 31st, 1956 under Deed Book FF197144 Irwin Cohen deeded Tract A to Irving B. Green and Albert Sherman which recites " Tract A less part (see slip)." Without seeing that actual Deed, I conclude that Irwin Cohen, who was also the owner of Lot 29, retained ownership of that West 20 foot portion. I noted in my research that in 1958 Irving Green conveyed by Warranty Deed 58R184335 the portion of Tract A, less the westerly 20 feet. Therefore from 1956, this portion was included with Lot 29. Subsequent multiple conveyances of both lots all reference the same legal description.

Both the Blair House Condominium which was developed on Tract A in 1970 and The Bay Harbor Apartments Condominium on Lot 29, which Declaration was recorded in 1987 reflect the same legal description.

Nowhere in all of these historical documents did I find any other reference to this as any kind of separate parcel.

Therefore, I have been unable to determine exactly what "restriction" exists that seems to be a hinderance for the developer being able to construct the proposed building with the current zoning in place, or why the "strip" of land plays such an important part of this, nor has this been explained in any detail to any of us on the 'seller' side to the best of my knowledge.

Perhaps the historical references here will assist Menachem and his legal counsel in any meetings with Town building officials and/or the Town attorney, Mr. Geller, and lead to a resolution of whatever issues seem to have been created, although none seem to be reflected in the Public Records.

I am copying everyone with this information and perhaps someone feels it is valuable enough to be forwarded to Mr. Kasdan or anyone else in the Town of Bay Harbor Islands.

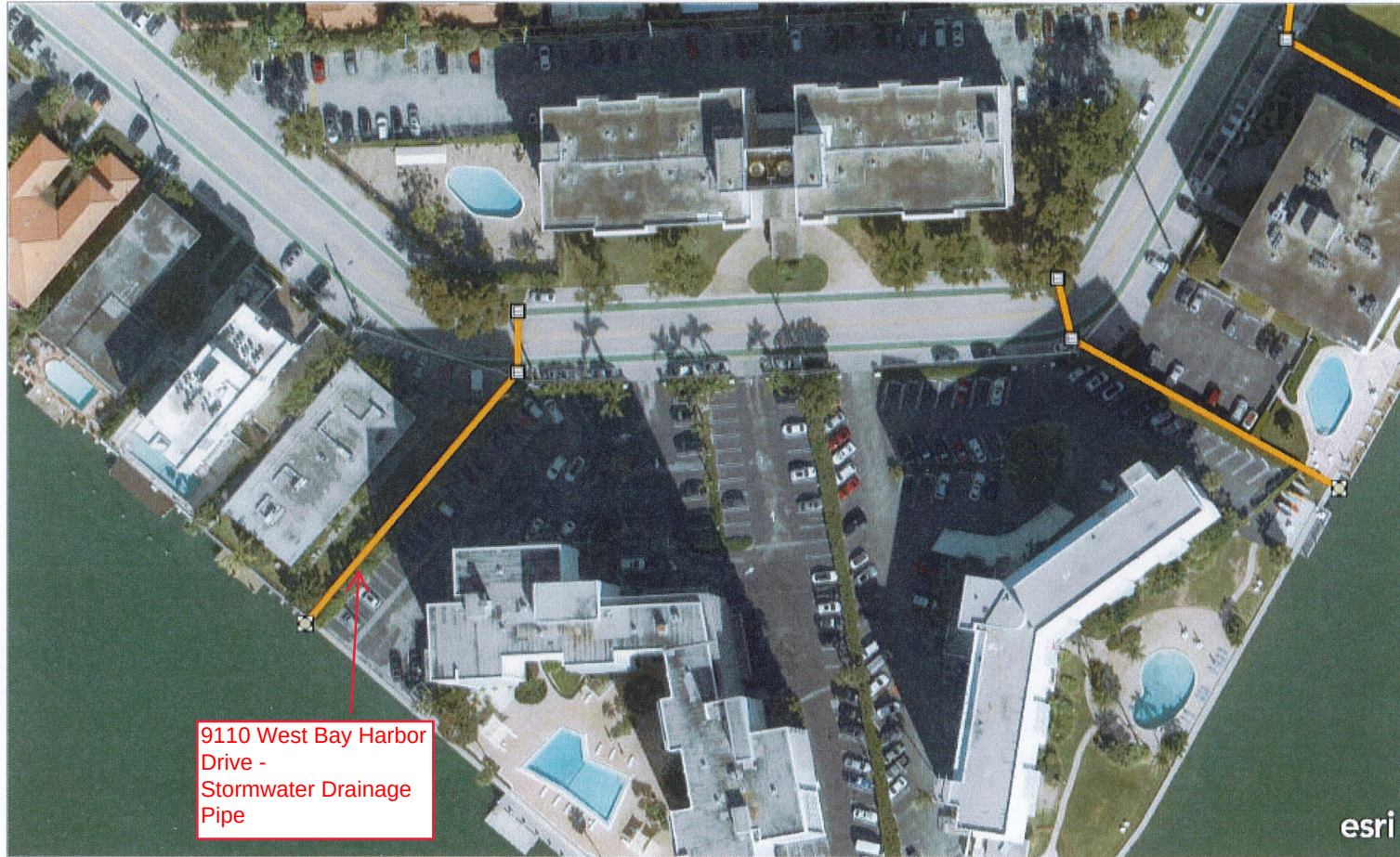
With regards to all,

/S/

MARC HAUSER

MH: Sh

Bay Harbor Islands Stormwater



9110 West Bay Harbor
Drive -
Stormwater Drainage
Pipe

Bay Harbor Islands Stormwater

esri

100ft

State of Florida, Maxar, Microsoft

EXHIBIT 6: Stormwater Drainage Pipe Outfall Existing Conditions



BOUNDARY SURVEY

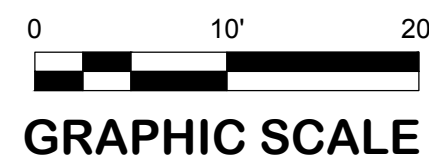
INDIAN CREEK LAKE

NOTES:

- PROPERTY ADDRESS: 9110 WEST BAY HARBOR DRIVE, MIAMI-DADE COUNTY, FLORIDA 33154.
- THIS IS NOT A SURVEY OF THE CONDOMINIUM UNITS OR INTERIOR CONDOMINIUM COMMON OR LIMITED COMMON ELEMENTS. REFER TO THE CONDOMINIUM DECLARATION FOR "BAY HARBOR APARTMENTS CONDOMINIUM" FOR THE IDENTIFICATION AND LOCATION OF THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
- MIAMI-DADE COUNTY PROPERTY FOLIO: 13-2227-087-0001 (REFERENCE).
- LEGAL DESCRIPTION PROVIDED BY CLIENT.
- BEARINGS SHOWN HEREON ARE RELATIVE TO TRANSVERSE MERCATOR COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1980 ADJUSTMENT. REFERENCE BEARING ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST BAY HARBOR DRIVE WITH A BEARING OF S49°54'39"E.
- REFERENCE BENCHMARK: MIAMI-DADE COUNTY BENCHMARK S-243, ELEVATION = +11.77' (NGVD).
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).
- GPS BASE STATION PROVIDED BY THE FDOT FLORIDA PERMANENT REFERENCE NETWORK USING SURVEY GRADE KINEMATICS GPS PROCEDURES.
- THE UNDERGROUND DRAINAGE UTILITY PIPE SHOWN HERE WAS OBSERVED FROM THE STREET CATCH BASIN AND THE LOCATION OF THE SEAWALL OUTFALL PIPE. SURVEYOR HAS NOT PERFORMED ANY SUBSURFACE ANALYSIS TO DETERMINE ANY DEVIATIONS FROM THE UTILITY PIPE ROUTE SHOWN HEREON.
- TREE SURVEY PERFORMED ON 3-12-2022. MEASURED TRUNK DIAMETER, CANOPY AND HEIGHT. TREE SYMBOLS DEPICTED HEREON ARE NOT SCALED TO CANOPY SIZE.
- TOTAL AREA: THE SUBJECT PROPERTY CONTAINS 0.0808 ACRES OR 3,519 SQUARE FEET, MORE OR LESS.
- ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA UNLESS OTHERWISE NOTED.
- ROOF OVERHANGS, IF ANY, NOT SHOWN UNLESS OTHERWISE NOTED.
- DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED UNLESS OTHERWISE STATED.
- RIGHT-OF-WAY LINES DO NOT REPRESENT AN OPINION OF OWNERSHIP BY THIS FIRM.
- LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY OR ANY OTHER MATTERS OF RECORD.
- SURVEYOR HAS NOT SHOWN ANY OFFICIAL ZONING CLASSIFICATION, VARIANCES, USES PERMITTED THEREUNDER, SETBACK, HEIGHT, BULK, DENSITY AND/OR PARKING REQUIREMENTS. REFERENCE TO BUILDING CODES, OR ZONING CODES, AS SAME MAY VARY DEPENDING ON CONSTRUCTION. ALL TO BE DETERMINED BY OTHERS.
- THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
- IF SHOWN, FENCE AND WALL OWNERSHIP IS NOT DETERMINED. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- EASEMENTS, IF ANY, PLOTTED AS PER SAID TITLE COMMITMENT, SCHEDULE B-II.
- ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S WEB-SITE.
- THIS IS A BOUNDARY SURVEY OF THE SUBJECT PROPERTY.

"BAY HARBOR ISLAND"
(PLAT BOOK 46, PAGE 5)
BLOCK 2, LOT 28
FOLIO: 13-2227-061-0001

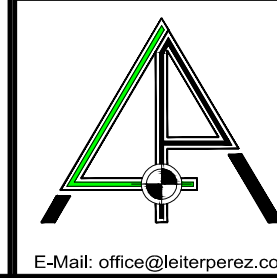
NORTH
SCALE 1"=10'



811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

FEMA FLOOD ZONE

Community No.: 120637
Community Name: Town of Bay Harbor Islands
Panel No: 0144
Suffix: L
Map Number: 12086C0144L
Flood Zone: AE
Base Flood Elevation: 8' & 9' NGVD 1929
Date of Map Panel: 9/11/2009
Date of Firm Index: 9/11/2009



TYPE OF SURVEY: BOUNDARY SURVEY
PREPARED FOR: 9525 BH LLC
LEITER PEREZ & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - ENVIRONMENTAL
520 N.W. 16TH STREET ROAD, SUITE 200, MIAMI, FLORIDA 33169
MIAMI-DADE (305) 652-5133 BROWARD (954) 224-2202 FAX (305) 652-0411
WEBSITE: www.leiterperez.com LICENSED BUSINESS NO. 6787

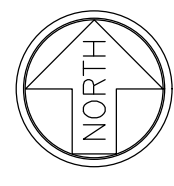
SURVEY DATE: 3-12-2022
JOB ORDER: 22-145
FILE NO.: B-2777
FILE NAME: Bound Survey.dwg
F.B. 390 PG. 43-44

REVISIONS:				F.B.	PG.
DATE	JOB ORDER	DESCRIPTION			

NOTES
1. ELEVATIONS WHEN SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
2. THIS FIRM HAS MADE NO ATTEMPT TO LOCATE FOOTINGS AND/OR FOUNDATIONS (UNLESS OTHERWISE NOTED).
3. THE LANDS SHOWN HEREON ARE THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 470.021 FLORIDA STATUTES.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY AND/OR PARTIES INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. ALL IRON PINS & NAILS AND DISCS SET BY THIS FIRM, SET WITH CAP OR DISC WITH L&L 6787.

SURVEYOR'S CERTIFICATE:
I, GEOFFREY LEITER, CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER OUR DIRECTION AND THAT THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 470.021 FLORIDA STATUTES.
LEITER PEREZ & ASSOCIATES, INC.
PRESIDENT
GEOFFREY LEITER, PROFESSIONAL SURVEYOR & MAPPER #6936
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SHEET 1 OF 1



LOCATION MAP
IN SECTION 34, TOWNSHIP 52 SOUTH, RANGE 42 EAST
TOWN OF BAY HARBOR ISLAND, DADE COUNTY, FLORIDA
SCALE: 1" = 200'

LEGEND

- BP - BOLLARD POST
- BFP - BACK FLOW PREVENTER
- CONC - CONCRETE
- CO - SEWER CLEANOUT
- CL - CENTERLINE
- CB - CATCH BASIN
- CL - COLUMNA
- CPP - CONCRETE POWER POLE
- CBS - CONCRETE BLOCK & STUCCO
- DC - DROPPED CURB
- DH - DRILL HOLE
- EMH - ELECTRIC MANHOLE
- EHH - ELECTRIC HANDHOLE
- E - ELEVATIONS IN FEET (EL)
- FH - FIRE HYDRANT
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
- GW - GUY WIRE ANCHOR
- HT - HEIGHT
- ID - IDENTIFICATION
- ICV - IRRIGATION CONTROL VALVE
- LB - LICENSED BUSINESS
- (L) - LEGAL DESCRIPTION
- MLP - METAL LIGHT POLE
- MD - MEASURE DOWN
- NGVD - NATIONAL GEODETIC VERTICAL DATUM 1929
- OW - OVERHEAD WIRE
- CRB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PVC - POLYVINYL CHLORIDE
- PL - PLANTER
- R/W - RIGHT OF WAY
- SV - SEWER VALVE
- TBM - TEMPORARY BENCHMARK
- (T) - TOTAL
- W - WIDTH
- WV - WATER VALVE
- WM - WATER METER
- PLM - PALM TREE
- Ø - TREE UNKNOWN
- Ø - TRUNK DIAMETER
- S - SPREAD CANOPY
- H - TREE HEIGHT

LEGAL DESCRIPTION:

THE NORTHWESTERLY 20 FEET OF TRACT "A" OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTION OF TRACT "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF TRACT "A" OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT OF BEGINNING ON A CIRCULAR CURVE WHOSE CENTER BEARS NORTH 8°12'01" EAST THEREFROM; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID TRACT "A" AND ALONG SAID CIRCULAR CURVE HAVING A RADIUS OF 85 FEET THROUGH A CENTRAL ANGLE OF 6°12'01" FOR AN ARC DISTANCE OF 9.20 FEET TO THE END OF SAID CURVE WHOSE CENTER BEARS DUE NORTH THEREFROM; THENCE RUN DUE EAST ALONG THE NORTH BOUNDARY OF SAID TRACT "A" FOR A DISTANCE OF 17.83 FEET TO A POINT; THENCE RUN SOUTH 43°18'53" WEST FOR A DISTANCE OF 165.34 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID TRACT "A"; THENCE RUN NORTH 48°41'07" WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID TRACT "A" FOR A DISTANCE OF 20 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT "A"; THENCE RUN NORTH 43°18'53" EAST ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT "A" FOR A DISTANCE OF 167.17 FEET TO THE POINT OF THE BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

This item has been digitally signed and sealed by Geoffrey Leiter, P.E. No. 6395 State of Florida, on 4/05/2022 using a Digital Signature.
Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



TOWN OF BAY HARBOR ISLANDS

APPLICATION FOR REZONING

Date: _____
Case No: _____
Receipt No.: _____

Filing Fees: The initial deposit fee shall be \$3,500.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the fee shall be non-refundable.

Applicant: 9525 BH LLC

Address: 10010 W. Broadview Drive City: Bay Harbor Islands

Phone: _____ Fax: _____ E-Mail: mk@ahavaip.com

Applicant's Relation to Subject Property: Contract Purchaser of the Property

If Applicant is not Owner, Name of Owner: BAY HARBOR APARTMENTS CONDOMINIUM ASSOCIATION, INC.

Signature of Applicant: _____

Present Zoning District: RM-3 Requested Zoning District: RM-1

Present Future Land Use Map (FLUM) Designation: Medium-High Density

Address of Subject Property: 9110 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154

Legal Description of Property Sought to be Rezoned (Plat Book/Page or Metes and Bounds)

Note: Current Survey (not more than 6 months old) of the Property must be attached.

The northwesterly 20 feet of Tract "A" of Bay Harbor Island, according to the plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida

Purpose of Rezoning: Please refer to the enclosed Letter of Intent.

All petitions shall be accompanied with a plot plan to scale of the area affected, showing thereon adjacent properties within 375 feet, as well as existing roadways, if any, within 375 feet.

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of subject lands described above in the Application for Rezoning, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner / agent.

Signature of owner/agent: _____ Sworn to and subscribed before
me this 14 day of April, 2022, by _____ AS THE PRESIDENT

☐ He/She is personally known to me, or

☒ He/She has presented Driver license as identification.

Signature of Notary Public Denise Mansoor Type or Print Name Denise Mansoor, Notary Public

Non-administrative cost shall be defined as follows: (a) Town Planner's fee; (b) Engineer's fee; (c) Postage and other mailing expenses; (d) copying expenses; (e) Newspaper advertising expenses; (f) title search and/or abstracting expenses; (g) Legal fees

FOR STAFF USE ONLY

Planning and Zoning Board Date: _____ () Approved () Denied () Approved with conditions

Town Council Date: _____ () Approved Ordinance No. _____
() Denied () Approved with conditions

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On April 14, 2022 before me, Denise Mansoor, Notary Public
(insert name and title of the officer)

personally appeared Joel Edward Kimmelshue,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Denise Mansoor (Seal)



Sec. 23-2. - Districts.

In order to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces and to regulate and limit the percentage of lot that may be occupied and the density of population, the town is hereby divided into use and area districts as follows:

Use districts:

- (1) RD—Single Family district.
- (2) RM-1—Multiple-Family district (waterfront lots).
- (3) RM-2—Multiple-Family district (non-waterfront lots).
- (4) B-1—Business district.
- (5) RM-3—Multiple-Family district.
- (6) CA—Causeway district.
- (7) PUD district.
- (8) G—Gateway district.

Area districts: Area districts are as hereinafter set forth:

The town is hereby divided into area districts for specified uses, and the boundaries of such districts are as follows, to wit:

All of the lots and tracts appearing on the West Island, except Lots 68, 69, 70 and 71 in Block 23 thereof, are hereby designated as "use district RD"; Lots 3 through 25 in Block 1, Lots 2 through 29 in Block 2 and the northwesterly 20 feet of Tract "A", Lots 1 through 31 in Block 3 and Lots 1 through 36 in Block 4 are hereby designated as "use district RM-1"; Lots 1 through 15 in Block 5, Lots 1 through 20 in Block 6, Lots 1 through 20 in Block 7, Lots 1 through [21 \[library.municode.com\]](#) in Block 8, Lots 1 through 25 in Block 9, Lots 1 through 12 in Block 10, Lots 1 through 18 in Block 13, Lots 1 through 18 in Block 14, Lots 1 through 18 in Block 15, Lots 1 through 13 in Block 16, Lots 1 through 10 in Block 17, Lots 1 through 16 in Block 18, Lots 1 through 16 in Block [19 \[library.municode.com\]](#), and Lots 1 through 16 in Block 22 are hereby designated as "use district RM-2"; all of the lots appearing Blocks 11, 12, 20 and [21 \[library.municode.com\]](#), of the East Island are hereby designated as "use district B-1"; [Tract A, less the northwesterly 20 feet thereof, and all of](#) Tracts B, C, D, E and F, appearing on the plat of the East Island, are hereby designated as "use district RM-3"; all lots and tracts located on that portion of the Broad Causeway which comprises Lots 68, 69, 70 and 71 in Block 23 on the

West Island, and the land and causeway extending westerly therefrom across Biscayne Bay to the west shore of Biscayne Bay are hereby designated as "use district CA"; Lots 1, 2 and 3 in Block 2 and Lots 35, 36 and 37 in Block 4 are hereby designated as "use district PUD"; and Lots 1 and 2 in Block 1, Lot 1 in Block 2, Lot 32 in Block 3 and Lot 37 in Block 4 are hereby designated as "use district gateway (G)".

No building shall be erected, constructed, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than the use permitted in the use district in which such building or land is located.

No lot area shall be so reduced or diminished that the yards or other spaces shall be smaller than as prescribed by this article, nor shall the density of population be increased in any manner except in conformity with the area regulations established in this article.

Every building hereafter erected, constructed, reconstructed or structurally altered shall be located on a lot as herein defined, and in no case shall there be more than one building on one lot, except as hereinafter provided for.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO THE REZONING OF A CERTAIN PARCEL OF LAND, AS MORE PARTICULARLY DESCRIBED HEREIN, THE NORTHWESTERLY 20 FEET OF TRACT “A”, 9110 WEST BAY HARBOR DRIVE, FROM THE RM-3, MULTIPLE-FAMILY DISTRICT TO THE RM-1, MULTIPLE-FAMILY DISTRICT; AMENDING SECTION 23-2 OF THE TOWN CODE AND THE OFFICIAL ZONING MAP TO REFLECT SAID ZONING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been submitted by 9525 BH LLC (“Applicant”) to rezone a portion of the property generally located at 9110 West Bay Harbor Drive, Lot 29, Block 1, more particularly described as the northwesterly 20 feet of Tract “A” of Bay Harbor Island, according to the plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, from RM-3 to RM-1; and

WHEREAS, in accordance with Section 23-16 of the Town’s Code of Ordinances and the provisions of Chapter 166.041, Florida Statutes, the Town Council considered the application for rezoning of the property described in Section 2, of this Ordinance on first reading during its May 11, 2022 meeting; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands (“Town Council”) conducted a public hearing, on____, pursuant to notice, to consider the application and this ordinance on second reading; and

WHEREAS, after said hearing, the Town Council finds that the amendment is consistent with the requirements of Bay Harbor Islands Code and Comprehensive Plan;

and

WHEREAS, after said hearing, the Town Council deems it in the best interest of the Town of Bay Harbor Islands to amend the Zoning Classification of the subject property from the former RM-3, Multiple-Family District, to the RM-1 Multiple-Family District:

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. That the following described property is hereby rezoned from RM-3, Multiple-Family District, to RM-1, Multiple-Family District:

The Northwesterly 20 feet of Tract “A” of Bay Harbor Island, according to the Plat thereof, records in Plat Book 46, at Page 5, of the Public Records of Dade County, Florida, said portion of Tract “A” being more particularly described in Exhibit 3 Attached hereto.

Section 3. The amendment set forth in Section 2 hereof shall be codified in the Town Code and entered in the official zoning map of the Town of Bay Harbor Islands, after the effective date of this Ordinance.

Section 4. That any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this ordinance.

Section 5. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. That the zoning district boundary descriptions found in Section 23-2 of the Town Code are hereby amended to reflect that the property listed in Section 2 above is henceforth zoned in the RM-1 Multiple Family District. The attached Exhibit 1 shall henceforth constitute the revised Section 23-2 of the Town Code, and the Town Zoning Map shall also be amended accordingly.

Section 7. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day _____ 2022.

PASSED AND ENACTED on Second Reading this ____ day of _____, 2022.

JOSHUA FULLER
Mayor

ATTEST:

YVONNE P. HAMILTON, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP

By: JOSEPH S. GELLER, ESQ.
Town Attorneys

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 12.

ITEM: Consideration and approval of an ordinance or first reading amending Section 23-12(15)(a) of the Zoning and Planning Code to establish regulations for balconies in the "B-1" Business District and the "G" Gateway District.

DESCRIPTION:

The proposed ordinance seeks amend the Code to allow some type of outdoor space (balconies/ roof terraces/ etc.) for the Town's non-residential developments.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	BHI TC Staff Report Commercial Balcony Code Mod May 2 2022
2.	BHI Draft Ordinance-Balcony Ordinance- May 3 2022

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 2nd, 2022

Subject: Land Development Code Analysis
Balconies – B-1 Business District / Gateway (G) District
Suggested Code Modifications
MMPA Acct. No. 01-0702-0800

ISSUE

The Town has had a set of Land Development Regulations (LDRS) for many decades (1957). Initially based mostly on the Town developer's Deed Restrictions (CCRs) criteria from the 1940s, as well as adopting provisions from several nearby larger communities (Miami / Miami Beach / Coral Gables / etc.), the LDRs have been studied extensively and updated over the years to cover a broad range of topics. In our opinion, the Town has one of the most comprehensive and detailed set of LDRs in South Florida. Between 2002-2005 the Town significantly updated its Comprehensive Plan (mostly density issues) and studied / updated many of its original set of LDRs from individual district setbacks, building height, open space, DU sizes, landscaping, etc. In addition Planning & Zoning Sec. 23-12 contains a large listing of miscellaneous LDRs for accessory structures, such as marine facilities (docks & boat lifts & seawalls), fences & walls, sport courts (tennis / basketball), and projections into setback yard areas (roof overhangs / architectural features / patios / pools & pool decks / walkways / mechanical equipment / balconies & balcony enclosures / awnings / etc.). Sec. 23-12(15)(a) addresses balconies, which are defined in Sec. 23-1 as follows:

Balcony: A platform projecting from the exterior walls of an upper story of a building enclosed by a low wall or railing. A balcony is an accessory structure that may extend into a minimum setback area pursuant to the applicable district or supplemental regulations.

The Code has very detailed design criteria for balconies for the West Island (single-family both waterfront & interior dry lots) and the East Island (multifamily both waterfront & interior dry lots). However, there are currently no allowances in the Code to install balconies at non-residential complexes (B-1 Business District (downtown 4 blocks) or the sole Gateway commercial site

**Town of Bay Harbor Islands
Land Development Code Analysis
Balconies – B-1 Business District / Gateway (G) District
Suggested Code Modifications
May 2nd, 2022
Page 2**

(One Kane Concourse). Two (2) of the other four (4) Gateway sites were developed with hotels via the Town's PUD zoning process (Grand Beach / ALTAIR); however, the underlying Complan FLUM designation (Medium Density Residential) / zoning (RM-1) is multifamily residential. The other Gateway site (KC / WBHD) is now owned by the Town via the 1177 Kane Concourse MXD approval and is intended for a park use. At the One Kane Concourse commercial site the underlying Complan FLUM designation (Commercial) / zoning (formerly Gateway & B-1 was rezoned entirely to Gateway in 2007) is commercial.

While the Town has seen an influx of multifamily redevelopment project for 20+ years now, recently the Town has started to receive applications for redevelopment in the commercial areas, including the "Downtown" 4-Block areas along Kane Concourse, and the One Kane Concourse site despite being approved several years ago is poised to begin construction. Inquiries have been made by architects / developers if they could construct exterior balconies for office uses in upper floors multistory buildings. The existing Code is silent as to their allowance or any design standards. A visual inspection of the commercial areas notes there are some examples of so-called roof terraces (outdoor spaces on the roofs of building areas below) that allow persons to go outdoors to relax / smoke / etc.). In May 2021 the Town approved some requested revisions of the LDRs in the Gateway District to accommodate desired revisions to the One Kane Concourse project design (ground floor restaurant / rooftop). This enabling Zoning Code language now allows projects to request their incorporation into their designs. At that time the use of exterior balconies was not discussed with the Town. Now that developer and others in the "Downtown" area have requested permission to possibly install exterior balconies.

It would be more difficult to install balconies in the "Downtown" area due to the small lot sizes and lack of any meaningful setbacks (0' – av. 5'). Of concern would be balcony overhangs onto public road right-of-way, including Kane Concourse which is state arterial roadway. Although the Town allows ground floor removable / retractable awnings & umbrellas over the Kane Concourse pedestrian plazas, a permanent balcony attached on upper floors may be a concern. As to the One Kane Concourse site, the Gateway District has substantial buildings setbacks; therefore, allowing upper floor balconies would seem to be no issue in concept (DRB would need to review for architectural compatibility).

It is not clear historically if the existing Code provisions related to balconies was intentional (only residential areas) or an oversight (nobody thought anyone would ask for a balcony at a commercial site. MMPA is not opposed to the idea of allowing balconies on commercial sites. We find that some nearby comparable communities (Miami Beach) already allow this.

Following is summary of the current LDRs for balconies on the East Island:

Waterfront

Front	4' yard encroachment / 6' max. depth (unless PZB approves more depth)
Rear	6' yard encroachment / 8' max. depth (unless PZB approves more depth)
Side	2' yard encroachment / 8' max. depth (unless PZB approves more depth)

Non-Waterfront

Front	4' yard encroachment / 6' max. depth (unless PZB approves more depth)
Rear	4' yard encroachment / 6' max. depth (unless PZB approves more depth)
Side	2' yard encroachment / 8' max. depth (unless PZB approves more depth)

Note: In no instance can balconies encroach further into minimum / required setback areas (includes base setbacks plus additional setbacks due to increased building height – only increased balcony depths into the building).

The above LDRs seem to be working quite well on new multifamily developments, allowing for reasonable minor encroachments into various setbacks (front / sides / rear). If a developer wants a larger / deeper balcony / outdoor space (roof terrace) they can take space out of their interior living areas – and most do – rather than further encroach into the minimum setbacks. There is no reason to believe the same balcony dimensions are not unreasonable for commercial developments.

SUMMARY / RECOMMENDED ACTION

The Town has had a set of Land Development Regulations (LDRS) for many decades (1957). The LDRs have been studied extensively and updated over the years to cover a broad range of topics. At present the Town's LDRs have allowances for balconies attached to the sides of buildings in only the residential zoning districts. While the Town has seen an influx of new multifamily redevelopment project for 20+ years now, recently the Town has started to receive applications for redevelopment in the commercial areas, including the "Downtown" 4-Block areas along Kane Concourse, and the One Kane Concourse site despite being approved several years ago is poised to begin construction. Recent inquiries have been made by architects / developers if they could construct exterior balconies for office uses in upper floors multistory buildings. The existing Code is silent as to their allowance or any design standards. While some have expressed comments about the "closeness" of newer redevelopment, the same basic setback and yard encroachments have existed for 65+/- years and seem appropriate in this instance. The Town is located in a tropical coastal area with ocean breezes that invite the use of outdoor spaces. Many new upscale developments have some form of outdoor balconies or spaces.

MMPA was instructed to research this issue, prepare a brief staff report, and draft some suggested Ordinance text for consideration on this subject. MMPA feels the recent requests to allow some type of outdoor space (balconies / roof terraces / etc.) is reasonable for the Town's non-residential developments. MMPA suggests more stringent LDRs for the B-1 Business areas (no right-of-way encroachments), but similar LDRs for the referenced Gateway site.

Please review the attached backup materials, discuss the matter and provide direction to staff on any desired Code amendments.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF EXTERIOR BALCONIES; AMENDING SECTION 23-12(15)(a) OF THE ZONING AND PLANNING CODE TO ESTABLISH REGULATIONS FOR BALCONIES IN THE "B-1" BUSINESS DISTRICT AND "G" GATEWAY DISTRICT; 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 periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town property owners, by providing regulations to allow and regulate balconies in the "B-1" Business District and "G" Gateway District, which are currently only allowed in residential developments within the Town; and

WHEREAS, the Town Council held a duly advertised public meeting to consider the proposed modifications to the Town's Land Development Regulations.

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 Zoning and Planning Code is hereby amended to modify Section 23-12(15)(a) to establish land development regulations for balconies on buildings constructed in the B-1 Business District and "G" Gateway District, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 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 ____ day of _____, 2022.

PASSED on Second Reading this ____ day of _____, 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
ACTING TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY
GREENSPOON MARDER, LLP
BY: JOSEPH S. GELLER

EXHIBIT “A”

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-12. – General provisions.

(15) Projections into setback areas:

(a) Notwithstanding anything to the contrary set forth in this subsection, the following are permitted:

i. On the West Island in waterfront homes, balconies having accessibility from within the building may project into the front yard setback areas not more than four feet; provided there shall be not less than eight feet clear headroom under such projection and providing that such balconies shall not be screened, shuttered or enclosed in any fashion.

ii. On the West Island in waterfront homes which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the front yard setback area not more than four feet.

iii. On homes on the West Island which are on interior lots, which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the rear yard setback area not to exceed four feet.

iv. None of the foregoing subsections i., ii. or iii. shall permit any portion of the balconies or staircases to project into any side yard setback.

v. On the East Island for RM-1 (waterfront) lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project into the minimum front yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of any balcony shall encroach closer than four feet into the minimum front setback. Notwithstanding the above, no balcony adjoining a front lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

Side yards. Balconies may project into the minimum side yard area not more than two feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than two feet into a minimum side setback. Notwithstanding the above, no balcony adjoining a side lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

Rear yards. Balconies may project into the minimum rear yard area not more than six feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than six feet into the minimum rear setback. Notwithstanding the above, no balcony adjoining a rear lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

- vi. On the East Island for RM-2 (non-waterfront) lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project into the minimum front yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of any balcony shall encroach closer than four feet into the minimum front setback. Notwithstanding the above, no balcony adjoining a front lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

Side yards. Balconies may project into the minimum side yard area not more than two feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than two feet into a minimum side setback. Notwithstanding the

above, no balcony adjoining a side lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

Rear yards. Balconies may project into the minimum rear yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than four feet into the minimum rear setback. Notwithstanding the above, no balcony adjoining a rear lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

vii. On the East Island for RM-3 (waterfront) tracts, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall not be permitted.

viii. On the East Island for B-1 Business zoned land, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall be permitted, but in no instance shall a balcony encroach into any road right-of-way (Kane Concourse / East Bay Harbor Drive / West Bay Harbor Drive / Bay Harbor Terrace / 95th Street / 97th Street / alleys). Balconies may project into the minimum front yard or rear yard areas by not more than four feet. Balconies may project into minimum side yard areas by not more than two feet. Notwithstanding the above, the town may approve variations to the above balcony projections, except for road right-of-way encroachments, as part of a site development plan.

ix. On the East Island for Gateway zoned lots, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall be permitted. Balconies may project into the minimum front (street) yard or rear yard areas by not more than four feet. Balconies may project into the minimum side yard areas by not more than two feet. Notwithstanding the above, the town may approve variations to the above balcony projections, except for road right-of-way encroachments, as part of a site development plan.

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 13.

ITEM: Consideration and approval of an ordinance on first reading amending Chapter 16, Section 16-1(i) of the Town Code for average final compensation to be calculated based on a member's highest annual pay received during the member's last three years prior to retirement.

DESCRIPTION:

The General Employees' Retirement System regulations are being revised to provide for a Member's Average Final Compensation to be based on his or her highest annual pay during the last three years of service preceding retirement as opposed to the last five years of service preceding retirement.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Ordinance-Retirement -AFC to 3 years
2.	Actuarial Valuation - Average Current Salary Year Reduction 5.4.22

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS GENERAL EMPLOYEES' RETIREMENT SYSTEM, AMENDING, ARTICLE I, SECTION 16-1(i), DEFINITIONS AND TERMS, PROVIDING FOR AVERAGE FINAL COMPENSATION TO BE CALCULATED BASED ON A MEMBER'S HIGHEST ANNUAL PAY RECEIVED DURING THE MEMBER'S LAST THREE YEARS PRIOR TO RETIREMENT; 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 of Bay Harbor Islands intends to revise the General Employees' Retirement System to provide for a Member's Average Final Compensation to be based on his or her highest annual pay during the last three years of service preceding retirement as opposed to the last five years of service preceding retirement; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes.

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 Section 16-1(i) of Chapter 16; Article I, *Definitions and Terms*, of the Town of Bay Harbor Islands Employees' Retirement System, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

ARTICLE I. - DEFINITIONS AND TERMS.

Sec. 16-1. - Schedule.

For the purposes of this chapter, the following terms shall have the respective meanings hereinafter set forth:

[...]

- (i) *Average final compensation:* Shall mean the average of the highest annual pay received by a member during the highest five (three for police officer members) of the ten years of service immediately preceding retirement. Effective [insert date], Average Final Compensation shall mean the average of the highest annual pay received by a General employee during the highest three (3) of the ten (10) years of credited service immediately preceding retirement. Compensation for purposes herein shall include base compensation only and not overtime or other amounts not normally included in base pay. Base compensation shall include amounts paid by the Town of Bay Harbor Islands as deferred compensation for any member.

[...]

Section 2. 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 applications of this Ordinance.

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this 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 renumbered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2022.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2022.

JOSHUA FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
ACTING TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

TOWN ATTORNEY
GREENSPOON MARDER LLP
BY: JOSEPH S. GELLER, ESQ.
TOWN ATTORNEY



Post Office Box 888343
Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

May 4, 2022

Trustees of the Town of Bay Harbor Islands Employees Retirement System
c/o Mr. Peter V. Kajokas, C.P.A., M.B.A.
Director of Finance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Town of Bay Harbor Islands Employees Retirement System

Ladies and Gentlemen:

Pursuant to your request, I have estimated the cost of reducing the current five-year averaging period for general employees to three years.

If the averaging period for general employees is reduced from five year to three years, the plan's projected liability is estimated to increase by \$394,053 and the Town's minimum required contribution is estimated to increase by \$61,444 per year.

Note that my calculation is based on the data, assumptions, and methods used to complete the October 1, 2021 actuarial valuation of the plan. The October 1, 2021 actuarial valuation report contains a detailed outline of the assumptions and methods used to value the plan, as well as important disclosures concerning the risk that actual future cost will differ from the estimated cost shown in this letter.

If you have any questions or need any additional cost studies, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr" with a stylized flourish at the end.

Charles T. Carr
Consulting Actuary

The individual above is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 14.

ITEM: Discussion and Possible Action regarding appointments/re-appointments to the Design Review Board for the 2021-2023 Term. Enclosed is a list of current Board Members and other residents who are seeking re-appointment/appointment respectively.

DESCRIPTION:

The Design Review Board vacancies and re-appointments were advertised in the Town's Newsletter.

The following three (3) Board Members are seeking re-appointment, as well as Jed Frankel who had resigned from the Board:

- * Jerome Gavcovich
- * Wesley Kean
- * Oscar Sklar

Jed Frankel

Matt Barnard has expressed interest in becoming a new member of the Board.

Individuals appointed to the Design Review Board must meet the requirements of the Town's Ordinance, outlined in Chapter 5, Section 5-23-01 for professional and resident mix, and must be appointed by five (5) votes of the Town Council. Each member shall be appointed to serve on the Board for a two-year term until October 2023.

The following members currently serve on the Board for the 2020-2022 Term.

- * Chair Steven Hurwitz
- * Janet Adler
- * Alan Bebachik

Enclosed are the requests for re-appointments from the three (3) Board Members and a new request for appointment from Mr. Barnard.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Appointment to Design Review Board - 2021-2023
----	--

Sec. 5-23.01. - Planning and zoning board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* The town council will resign as members of the planning and zoning board. Thereafter, the planning and zoning board shall consist of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the planning and zoning board shall serve on the planning and zoning board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).
- (b) *Staggered board.* The planning and zoning board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the planning and zoning board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the planning and zoning board for two-year terms as set forth in subsection (a), above.
- (c) *Appointment to the planning and zoning board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the planning and zoning board. In order for a candidate to be appointed to the planning and zoning board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- (d) *Vacancies.* Should a planning and zoning board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the Planning and Zoning Board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).
- (e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any planning and zoning board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled planning and zoning board meetings or misses five meetings in any 12-month period may be removed from the planning and zoning board.
- (f) *Meetings.* The regularly scheduled planning and zoning board meeting shall occur in the evening on the first Tuesday and third Tuesday of every month or as needed.
- (g) *Officers.* One member shall be elected by the planning and zoning board as chairperson. One member shall be elected by the planning and zoning board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the planning and zoning board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all planning and zoning meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the planning and zoning board to the town council. The town shall provide a secretary for the planning and zoning board and the town clerk shall be the custodian of all records, books, and journals of the planning and zoning board.
- (h) *Quorum.* Four present members shall constitute a quorum.
- (i) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the planning and zoning board in performance of its duties.

(Ord. No. 840, § 1, 7-14-08; Ord. No. 1022, § 1(Exh. A), 8-13-18)

Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.

- (a) The planning and zoning board shall examine, approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:
 - (1) The plan for the proposed structure or project is in conformity with good taste, good design and in general, contributes to the image of the town as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.
 - (2) The proposed structure or project is not, in its exterior design and appearance, of inferior qualities such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.
 - (3) The proposed structure is in conformity with standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.
 - (4) The proposed structure or project is in harmony with other actual and proposed developments in the general area, considering the following additional criteria:
 - a. Site layout, orientation, location of structures and relationship to one another and to open spaces in topography.

- b. Harmonious relationship with existing and proposed adjoining developments, avoiding both excessive repetition, but allowing similarity of style, if warranted.
 - c. Maximum height, area, setbacks and overall masks as well as parts of any structure (buildings, walls, screens, towers or signs) and effective concealment of all mechanical equipment.
 - d. Building design, materials, and colors to be sympathetic with surroundings.
 - e. Harmony of materials, colors, and composition of low sides of a structure which are visible simultaneously.
 - f. Consistency of composition and treatment.
 - g. Location and type of planting with due regard for climatic conditions, preservation of specimen and landmark plantings upon a site, and proper irrigation to insure maintenance of all plant materials.
 - h. Design and appropriateness of signs, as well as interior and exterior lighting.
 - i. Graphics, as understood in architectural design.
- (b) If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the planning and zoning board shall detail in its findings the criterion or criteria that are not met. The action taken by the board shall be reduced to writing, signed by the chairman, and a copy thereof made available to the applicant upon request. Any action taken by the planning and zoning board may be appealed to the town council, whose decision on appeal shall be final.
- (c) Subsequent to planning and zoning board approval, if the proposed structure or project is not constructed in accordance with the plan proposed and approved by the planning and zoning board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be revoked and no further occupancy shall be permitted until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board. Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in the amount of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board.

(Ord. No. 363, §§ 1, 2, 2-11-80; Ord. No. 687, § 1, 8-13-01; Ord. No. 767, 4-11-05)



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Jerome Gavcovich

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.


Signature

JEROME N. GAVCOVICH, R.A.

1251 97 Street, Bay Harbor Islands, Florida 33154

Telephone: (305) 318-0670

PROFESSIONAL LICENSES

Architect, State of Florida, 1998

EDUCATION

UNIVERSITY OF MIAMI
SCHOOL OF BUSINESS ADMINISTRATION, Coral Gables, Florida
MASTER OF BUSINESS ADMINISTRATION, December 1989

UNIVERSITY OF MIAMI
SCHOOL OF ARCHITECTURE, Coral Gables, Florida
BACHELOR OF ARCHITECTURE, May 1988

EMPLOYMENT EXPERIENCE

1/2003 – present

ARCHITECT / PRINCIPAL

JEROME GAVCOVICH, ARCHITECT, Bay Harbor Islands, Florida

- Provide full scope of architectural services for multiple projects and project types, including hi-rise commercial, hi-rise multifamily residential, low-rise multi-family residential, single family residential, office tenant buildout, and residential tenant buildout
- Architectural Consultant to the Firm of Kobi Karp Architecture & Interior Design for multiple projects and project types

6/1991 – 6/2004

PROJECT ARCHITECT / PROJECTS COORDINATOR

RAUL A. SUAREZ-DEL CAMPO, ARCHITECT, Miami, Florida

RSC MANAGEMENT, INC., Miami, Florida

- Coordinate and manage all levels of architectural and construction management projects, including institutional, commercial, and residential
- Coordination of Interior Design and space planning efforts related to several of the architectural projects.
- Performed field inspections and prepared reports of residential properties for Bank for construction loan requisitions and loan approval.
- Aided in development of and implemented an approved disaster relief program/model for several national Church based organizations and federal and local agencies, for Hurricane Andrew in 1992, Great Flood of the Midwest in 1993, Northridge Earthquake in Los Angeles of 1994, Central Pennsylvania Floods of 1995, and Upper Midwest Floods (Red River) of 1997.

8/1992 – 11/1997

FINANCE MANAGER

NATIONAL FIRST FINANCIAL CORP., Miami Beach, Florida

- Managed accounts and prepared reports of accounts for accounts receivable financing firm.

2/1990 - 5/1991

ARCHITECT IN TRAINING

SMITH & SMITH DESIGN CORP., North Miami, Florida

- Coordinate all aspects of residential architectural projects. Prepare complete sets of working drawings, including architectural, structural, and electrical plans.

5/1986 - 8/1988

5/1985 - 8/1985

JUNIOR DRAFTSMAN

ROBERT BLEEMER AND ASSOCIATES, INTERIOR DESIGNERS AND PLANNERS, Miami, Florida

- Coordinated projects through completion, including client and supplier relations, design development, working drawings, field inspections, and research.

3/1988 - 6/1988

DRAFTSMAN

TOMAS L. LOPEZ-GOTTARDI, ARCHITECT, Coral Gables, Florida

- Assisted in the preparation of working drawings and obtained building permits for the Ziff Residence in Miami, Florida

PROFESSIONAL ASSOCIATIONS / VOLUNTEER ACTIVITIES

10/2008 - present

MEMBER OF PLANNING & ZONING BOARD
BAY HARBOR ISLANDS, FLORIDA

6/2007 - 9/2008

MEMBER OF DESIGN REVIEW COMMITTEE
BAY HARBOR ISLANDS, FLORIDA



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

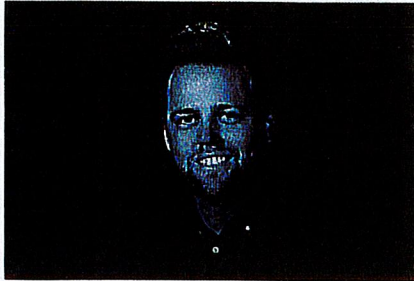
WESLEY KEAN

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

W. Kean
Signature

8.16.21



Wesley Kean (*Principal*) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University



Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: \$6,500,000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: \$1,200,000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.



Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design



Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: \$15.600.000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes *(with KZ Architecture)*

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: \$7.500.000



Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina *(with STA Architectural Group)*

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: \$50,000,000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$28,000,000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$19,000,000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$1,500,000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.



The Avalon Hotel (with Shulman + Associates)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (with Shulman + Associates)

Miami Beach, Florida 2010

Construction Cost: \$15,600,000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant *H&M*.

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010

Project Team: Wesley Kean

"Downtown" Seaplane Terminal Competition, Miami FL, 2011

Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_downtown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012

Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powerschrom.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016



TOWN OF BAY HARBOR ISLANDS
PLANNING & ZONING BOARD
REQUEST FOR RE-APPOINTMENT

Oscar Sklar
Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Planning and Zoning Board for the term 2021-2023.

Oscar Sklar

Signature

A handwritten signature in blue ink, which appears to read "Oscar Sklar", is written over a horizontal line.

Oscar Sklar, AIA
Architect, General Contractor, Real Estate Developer

Education: Pratt University
Brooklyn, NY
Bachelor of Architecture

Registration: Florida, New York, Washington, D.C.
N.C.A.R.B.

Professional Experience:

Sklarchitecture	2001 to Present
Gambach - Sklar Architects	1990 - 2000
Sklar Arkitekts, Inc.	1972 - 1990
William Dorsky & Associates	1970 - 1972
Isaac Sklar & Associates	1969 - 1970
Philip R. Braden & Associates	1967 - 1969
Morris Lapidus & Associates	1965 - 1967

Schools: A-1 Ethel Koger Beckham Elementary School
Kendale Lakes Elementary School Renovations
Royal Green Elementary School Renovations
South Dade Senior High School Renovations
Lehrman Day School Early Childhood Elementary School
Hebrew Academy Campus

Religious Institutions: Cuban Hebrew Congregation of Miami

Community Service: Member – Design & Review Committee –Bay Harbor, Fl.
Vice President, Bay Harbor Development Association
Board of Directors-Pasternak Montessori School- Miami Beach, Fl.
Member of the Boar of Directors, Downtown Miami Partnership
Member, Planning Board, Surfside, Florida
Board of Directors, Cuban Hebrew Congregation of Miami
Board of Education, Temple Emanu-El
Member, Board of Realtors, Miami Beach, Florida
Member, Convention Center Advisory Board, Miami Beach, Fl.
Member, American Institute of Architects, Government Affairs
Member, Greater Miami & The Beaches Hotel Association

Residential: Several Privates Residences

Furniture Showrooms: Casa Bella Showroom, Miami, Florida
Casa Bella Showroom, New York, New York

Single Family Residences: Over 100 Builder Spec Homes
Several Private Custom Homes, Bay Harbor, Bal Harbour,
Surfside, Keystone Point and South Beach, Florida.

**Apartment Buildings
And Condominiums:**

The Terraces, Miami Beach, Florida
Surfside Palms Condominium, Surfside, Florida
Ocean 91 Condominium, Surfside, Florida
Marbella Condominium, Surfside, Florida
Bella Venetia Towers, Miami Beach, Florida
Byron Bay Condominium, Miami Beach, Florida
Byron Park Condominium, Miami Beach, Florida
Abbott Gardens Condominium, Miami Beach, Florida
Bay Harbor 101 Apartments, Bay Harbor, Florida
Champlain Tower East Condominium, Surfside, Florida
Harding Court Condominium, Miami Beach, Florida
Byron 76 Condominium, Miami Beach, Florida
Ocean 73rd Lofts, Miami Beach, Florida

Townhouses:

Lagomar Townhouses, Dade County, Florida
Hollywood Townhouses, Hollywood, Florida
Kotler Townhouses, Bay Harbor, Florida
ECCO- Bay Harbor Islands, Florida

Banks:

Capital Bank (Now Regions Bank)
Downtown Miami, Florida
Corporate Headquarters Interiors
Fort Lauderdale, Florida
Main Branch, North Bay Village, Florida
Executive Office, North Bay Village, FL
41st Street Branch, Miami Beach, Florida
Kendall, Florida
Oakland Park, Florida
Adams Morgan Branch, Washington, D.C.

Union Federal Bank (Now Miami Savings Bank)
Downtown Miami, Main Offices
Executive Offices, Miami, Florida
S.W. 8th Street, Miami, Florida
Washington Avenue, Miami Beach, FL

Executive Offices:

Savitt Consultants, Bay Harbor, Florida
Dr. Rauch, Periodontics Offices, Bay Harbor, Florida
Dr. Velasco, Dermatologist Offices, Bay Harbor, Florida
Dr. Scheib, Dermatologist Offices, Bay Harbor, Florida
Dr. Eisner & Baumel, Neurologist Offices, Bay Harbor FL.

Office Buildings:

Lincoln Center Mall, Miami Beach, Florida
Harbor Plaza, Bay Harbor, Florida
Mc Crory's - Retail Building
Carrien Building, Jewelry Center, Miami, Florida
Capital Plaza I & II - Kendall Dr. Kendall, FL
Capital Plaza - Oakland Park, FL
KC Property - Bay Harbor Islands, FL
1080-1090 Kane Concourse, Bay Harbor Islands, FL
Concourse Terrace I & II, Bay Harbor Islands, FL

2021 – 2023

**NEW INTERESTED RESIDENTS'
INFORMATION**

From: [Alba Chang](#)
To: [Yvonne Hamilton](#)
Subject: FW: resume and letter
Date: Thursday, September 9, 2021 2:12:12 PM
Attachments: [Matt Barnard resume 2021.pdf](#)
[Matt Barnard Bay Harbor cover letter 2021.pdf](#)

PZB appointment.

Alba L. Chang, CMC
Town Clerk

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Ph. 305-866-6241
Fax 305-866-4863
Email: achang@bayharborislands-fl.gov
Website: www.bayharborislands-fl.gov

From: Matthew Barnard <Matthew.Barnard@msmc.com>
Sent: Thursday, September 9, 2021 1:35 PM
To: Alba Chang <achang@bayharborislands-fl.gov>
Subject: Fwd: resume and letter

Clerk Chang,
I've attached my resume and letter of interest to support my desire to join the Planning Board.
Please let me know if you need anything further. Thank you.

Matt Barnard

Sent from my iPhone

Begin forwarded message:

From: Matthew Barnard <Matthew.Barnard@msmc.com>
Date: September 9, 2021 at 11:10:12 AM EDT
To: mbarnard.arch@gmail.com
Subject: resume and letter

Matt Barnard, RA
AVP of Planning & Construction
Mount Sinai Medical Center
4300 Alton Road

Miami Beach, Florida 33140

Office 305-674-3965

Fax 305-674-2526

Matthew.Barnard@msmc.com<<mailto:Matthew.Barnard@msmc.com>>

MSMC Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain CONFIDENTIAL or PRIVILEGED information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient; please contact the sender by reply e-mail and immediately destroy all copies of the original message and all attachments.

Total Control Panel

[Login](#)

To: achang@bayharborislands-fl.gov

Message Score: 1

High (60): **Pass**

From:

My Spam Blocking Level: High

Medium (75): **Pass**

prvs=48860c3a25=matthew.barnard@msmc.com

Low (90): **Pass**

[Block](#) this sender

[Block](#) msmc.com

This message was delivered because the content filter score did not exceed your filter level.

9/9/21

To: Alba L. Chang

I recently became aware, via the town newsletter, of the opportunity to participate in the Planning and zoning Board. I have been a resident of the town for more than a year and greatly interested in being able to participate in and give back to the community. My professional career has been focused on architecture and construction with involvement in architectural design, planning and construction management overseeing building hardening, flood mitigation and resiliency, most notably oversight of a 3,100 linear foot seawall completed in 2021. I would be happy to provide additional information or references as needed, so please feel free to contact me with any questions. I look forward to joining the team.

Sincerely,

Matt Barnard
954-873-6064
Mbarnard.arch@gmail.com

Matt Barnard, R.A., LEED AP

Objective

To approach Planning and Construction management with the same discipline, thoughtfulness and detail oriented methodology characteristic of architectural design. My desire is to work in an environment that allows me to merge both practices; focusing the execution of a project on the anticipation and prevention of obstacles and delivering those solutions with informed and collaborative leadership.

Work Experience

Associate Vice President of Planning & Construction

Mt. Sinai Medical Center (MSMC)

2014 - Present

Miami Beach, FL

In my tenure with MSMC I have created and grown a Design Department which works hand-in-hand with Planning to ensure projects are executed in the best interest of the organization. With the success of this project approach, the organization saw the value in consolidating the Construction, Planning and Design Departments under a single leader. I now oversee the full process from the initial Capital request to completion of construction. Projects are now vetted and executed with a seamless handoff that ensures all critical information is captured and reflected in the final product. In my tenure as AVP, since 2019, I've personally provided \$2M+ of cost avoidance or direct savings to the organization through contract negotiations, planning initiatives and design assessments. Currently managing (2) departments consisting of (15) direct reports, including (2) Director, (2) planners, (9) project managers and (1) AA. The departments are dedicated to Capital Planning, Facility Planning, Design and Construction management for the organization with an overall program value in excess of \$500M over the next (3) years.

Responsibilities:

- Capital Planning – oversee the creation and tracking of the Capital Budget for the organization. Requires regular meetings with senior leadership to validate and vet budget requests. Coordination between Facility Planning and Construction to ensure all requests properly reflect the overall cost/scope.
- Master Planning & Strategic Planning – oversee the facility Master Plan published in 2015 to ensure conformance and continuity. This effort is paired with the overall Strategic Plan for both campus and community wide growth of the organization comprised of over 2 million built square feet on the main campus as well as (10) Physician Practice satellites and (2) 63 thousand square foot FSEDs.
- Satellite Planning – regularly collaborate with Property Management and Senior Leadership to review third party demographic and market growth data against available real estate to determine the Strategic Growth Plan. Conduct walk through of prospective property to determine what program

can be accommodated and generate the initial design, budget and schedule.

- Design – oversee plan review, QA/QC, standards implementation and stewardship, Public Art Committee and Life Safety Plans for AHJ conformance. Through this effort I have provided an excess of \$4.5M in cost avoidance or direct savings by reducing outside consultant engagement for design/ code reference efforts, reviewing documents to reduce errors and omissions and propose alternate project approaches that reduced or eliminated scope and better aligned with the Master and Strategic Plans.
- Construction Management – oversee all construction activities for the whole of the organization. Projects include significant renovations in occupied healthcare settings, major civil improvements from resilience to new infrastructure, mechanical and electrical infrastructure upgrades and greenfield projects. Project are executed simultaneously between the main campus and 9 satellite locations.

Notable Projects:

- Facility Planning:
 - Proposed an updated space plan that takes advantage of post-COVID work from home opportunities and repurposes those underutilized spaces into revenue-generating space with minimal upfront investment. Slated to produce \$1M+ in cost avoidance and scope reduction for forthcoming Capital projects. Value of Positive revenue generation TBD based on the final service line designated for each location.
 - Proposed an alternate approach to Physician Practice project design and execution within the main campus MOB that eliminated the individual practice need, suite-by-suite approach to a full floor plate approach. These new “centers of excellence” provide opportunity to co-locate like services, thus creating a single destination point for patient convenience and greater cross-referral opportunities. In addition, the plans were designed to allow for full scheduling flexibility by providing easy connection throughout the floor between the universal exam rooms so one practice can flex into any of the 32 rooms based on their daily volume while sharing centralized imaging and procedure rooms. This format eliminated construction in reaction to unforeseen staffing fluctuations and simplifies wayfinding for the full building. The concept was then paired with the current lease roll to determine which floors would be converted each year to provide a final Master and Capital plan for the building.
- Design:
 - Currently overseeing the design of a 180,000 square foot Cancer Center with dedicated CEP and 800 car parking garage with an estimated construction value of \$100M
 - Implemented Revit into the organization and requested the creation of a campus-wide model allowing for broader metrics and analytics

of the built environment, tracking of department square foot allocations, Medicare reimbursable tracking and ease of space planning. This was done completely in-house saving the organization both consultant fees and annual licensing fees for traditional asset tracking/ space planning software ~\$200k.

- Construction:

- Currently overseeing the construction of a 3,100 linear ft seawall along Biscayne Bay in collaboration with the US Army Corps of Engineers valued at \$10M (ongoing)
- Oversaw the construction of a \$286M Surgical Bed tower and Emergency Center consisting of (12) ORs, (48) ED bays and (154) patient rooms with over 343,000SF of built space on an occupied campus. Completed Q2 2019
- Oversaw the design, on behalf of the owner, of a \$50M freestanding Emergency Department and medical office building (63,000SF). Completed Q3 2018.

Additional project experience:

- (3) MRI suites
- (20) bay infusion suite
- (2) ISO 7 Pharmacies
- Central Energy Plant Expansion
- (2) Behavioral Health Suites
- (4) Central sterile departments
- Loading Dock/ mobile MRI
- Tank Farm Relocation
- (4) Cath Labs
- Multiple civil/ underground improvements

Gresham, Smith and Partners

2008 - 2014

Project Coordinator

Ft. Lauderdale FL

Overall coordination of projects from inception to final close out, with specific focus on Healthcare design and construction administration. Responsibilities included AHCA coordination and review, client relations, marketing, development of proposals (both 2D and 3D layouts), architectural drafting/design, site visits, code research, analysis and interpretation.

Technical Skill Set

Licensed Architect & USGBC LEED Accredited Professional

Proficient with Microsoft Project and full office suite, Bluebeam, Revit, AutoCAD, Maya, Sketchup, Photoshop, E-builder, Procore and Plangrid. cursory knowledge of Rhino, 3DsMax and Adobe Illustrator

Education

2012- August 2014 Florida
International University
Masters of Architecture
Miami, FL

University of Florida
2004-2007
Bachelors of Architecture
Gainesville, FL

Jed Frankel

1231 99th Street | Bay Harbor, FL 33154 | (954) 684-3404 | jedfrankel@yahoo.com

February 12, 2022

Re: Design Review Board

Dear Council Members:

I write to express my interest to serve on the Town's Design Review Board.

I previously served several terms on the Planning & Zoning Board and resigned my position in early 2021 as my wife, Hillary, and I were then starting a bakery from scratch and did not have time for anything else. Now that the bakery has been open and operating for several months, I have sufficient time to once again serve the Bay Harbor Community in a volunteer board position.

Should you wish to talk to me in person, please feel free to contact me via email, jedfrankel@yahoo.com or on my cell phone (954) 684-3404. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Jed Frankel". The signature is written in a cursive, flowing style with a large initial "J" and "F".

JED FRANKEL
1231 99th Street
Bay Harbor, FL 33154
(954) 684-3404
jedfrankel@yahoo.com

EXPERIENCE

- **HILLS FUNKY BAKERY**
www.hillsfunkybakery.com
@hillsfunkybakery
Co-founder
March 2021-present
- **OFFICE OF THE GENERAL COUNSEL, 11th JUDICIAL CIRCUIT**
1351 NW 12th Street, Miami
Assistant General Counsel
November 2021-present
- **EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A.**
4000 Hollywood Boulevard, Suite 265-South, Hollywood, FL
Attorney
2006 – 2020
- **TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING BOARD**
Volunteer Board Member
2014-2020
- **TOWN OF BAY HARBOR ISLANDS CHARTER REVIEW COMMITTEE**
Volunteer Board Member
2005-2007

EDUCATION

- **UNIVERSITY OF FLORIDA COLLEGE OF LAW**
Juris Doctor *with honors*
Gainesville, FL
May 1993
- **EMORY UNIVERSITY**
Bachelor of Arts *summa cum laude*
Atlanta, GA
May 1990

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a Resolution for continued funding of the Nurse Initiative Program at Ruth K. Broad Elementary for School Year 22-23.

DESCRIPTION:

The Nurse Initiative program came forth in 2013 due to a determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach. Surrounding municipalities (Miami Beach, Surfside, Bal Harbour, Bay Harbor, North Bay Village) entered into the first Memorandum of Understanding on August 19, 2013 for a Nurse Initiative Program implementation. Due to the success of the initial Nurse Initiative Program, the parties in subsequent year and in conjunction with The Childrens Trust, have renewed and enhanced the program to what is now the Enhanced Nurse Initiative ("Nurse Enhancement Initiative"). The Enhanced Nurse Initiative provides us at Ruth K. Broad with full time onsite nurses and behavioral health services. The annual cost share for Bay Harbor Islands funding of this program for school year 22-23 is \$8,112. This program has been continuously budgeted and funded since its inception in 2013 through the annual budget process.

RECOMMENDED ACTION:

Approval and Renewal of Enhanced Nurse Initiative Program for school year 22-23.

FINANCIAL ANALYSIS:

The annual cost share for Bay Harbor Islands funding of this program is \$8,112. This program has been continuously budgeted and funded since its inception in 2013 through the annual budget process.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Nurse Amendment #5 Municipalities #22-23
----	--

2.	peace of mind
3.	Nurse Initiative Resolution - 2022-2023

MIAMIBEACH

OFFICE OF THE CITY ATTORNEY, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7470 Fax: 305-673-7002

LEGAL REVIEW COVER SHEET

- DOCUMENTS MUST ONLY BE DROPPED OFF WITH THE RECEPTIONIST IN LEGAL.
- THIS COVERSHEET MUST BE KEPT WITH WORKING DOCUMENT UNTIL FINAL FORM APPROVAL.

Date: March 23, 2022

Document: Nurse Amendment #5 Municipalities #22-23

Resolution No/Authority: Reso 2019-30956 Commission Date/Item No:

Need for Other: _____ Date: _____
Contact Person: Leslie Rosenfeld Extension: 3053355462
Department: Organizational Development

xFirst Time Review: Assigned to: _____

☐ CAO Returned w/Changes: _____

☐ 2nd Time Review: _____

☐ 2nd CAO Returned w/Changes _____

☐ _____

☐ _____

☐ _____

☒ Form Approved: 4-13-22

☐ NOTES:

4/12/22 - changes

**AMENDMENT NO. 5
TO
THE MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.
TO
IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023**

Amendment No. 5 ("**Amendment**") is made and entered into this ____ day of _____, 2022, by and among the **City of Miami Beach, Florida ("CMB")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village ("NBV")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands ("TBHI")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside ("TS")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village ("BHV")**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")**, a Florida not-for-profit corporation, having its principal place of business at 100 16th Street, Suite 6, Miami Beach, Florida 33139 (collectively, the "**Parties**") to amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**"), as amended by Amendments No. 1 through No. 4, as follows:

RECITALS

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("**Nurse Enhancement Initiative**") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children's Trust ("**TCT**"), were provided by **TCT** via the new School Health Programs; and

WHEREAS, on May 17, 2018, **CMB, NBV, TBHI, TS, BHV**, and **MBCEF** executed the **MOU** for the continuation of the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2018-2019 School Year; and

WHEREAS, the Parties executed Amendment No. 1 to the **MOU**, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the **MOU** and approving funding of **CMB's** contribution for each subsequent School Year, on a recurring basis, subject to funding approval during **CMB's** budgetary process and provided that **CMB's** contribution amount does not exceed \$15,400.00; and

WHEREAS, the Parties executed Amendment No. 2 to the **MOU**, dated September 19, 2019, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2019-20 School Year; and

WHEREAS, the Parties executed Amendment No. 3 to the **MOU**, dated August 19, 2020, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2020-21 School Year; and

WHEREAS, the Parties executed Amendment No. 4 to the **MOU**, dated July 21, 2021, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2021-22 School Year; and

WHEREAS, The **MOU** and Amendments No. 1 through No. 4 to the **MOU** shall be collectively referred to herein as the **MOU**; and

WHEREAS, due to the success of the **Nurse Enhancement Initiative** services, the Parties wish to provide the **Nurse Enhancement Initiative** for the 2022/2023 School Year; and

WHEREAS, a **Nurse Enhancement Initiative** should be established at the **Participating Schools** for School Year 2022/2023 as herein provided and pursuant to a separate agreement between **MBCEF** and **TCT**; and

WHEREAS, **MBCEF** shall provide funding to **TCT** for the 2022-2023 **Nurse Enhancement Initiative** in the amount of \$7,000.00.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this **Amendment**.

2. MODIFICATIONS.

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2022, the **Participating Municipalities** shall provide their proportionate share of the funds for the 2022/2023 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT**, referenced in paragraph 1 of the **MOU**. The **Participating Municipalities**' proportionate share of funding for the 2022/2023 School Year shall be paid by October 31, 2022, in the following amounts for 44 weeks, from October 1, 2022 to June 5th 2023 and August 1, 2023 to September 30, 2023:

- i) **CMB** shall provide funding in the amount of \$15,400;
- ii) **NBV** shall provide funding in the amount of \$6,600
- iii) **TBHI** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) **TS** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- v) **BHV** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

9. RATIFICATION.

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, a municipal
corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

Date: _____

Approved as to Form and Language
and for Execution

 04/13/22
City Attorney Date BM

ATTEST:

NORTH BAY VILLAGE, a municipal
corporation of the State of Florida

By: _____

By: _____

Village Clerk

Village Manager

Date: _____

Approved as to Form and Language
and for Execution

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a municipal
corporation of the State of Florida

By: _____

Town Clerk

Date: _____

By: _____

Mayor/Town Manager

Approved as to Form and Language
and for Execution

By: _____

ATTEST:

TOWN OF SURFSIDE, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Date: _____



PEACE OF MIND

By Dr. Leslie D. Rosenfeld

Today, one in three children suffers developmental or behavioral disabilities that limit their health and school performance. "Anxiety, depression, inattention and other behavioral issues have replaced infectious diseases and physical disabilities as the chief culprits that interfere with children's health, well-being and learning," explained Dr. Peter A. Gorski, chief community health, child development and innovation officer, The Children's Trust.

In response, the City of Miami Beach education compact with Miami-Dade County Public Schools, in partnership with the Town of Surfside, Town of Bay Harbor Islands, Bal Harbour Village, North Bay Village, The Children's Trust and the Miami Beach Chamber Education Foundation, is piloting a school-based program for the 2015-16 school year that offers enhanced behavioral health screening, support and community referral services to children in three public schools in the Miami Beach feeder pattern.

Miami Beach established an innovative nurse initiative in 2013 to fund full-time nurses at public schools in the Miami Beach feeder pattern with no on-site health care access. Beginning in 2015, the municipal partnership, referred to as the Nurse Enhancement Initiative, was expanded to include behavioral health services.

"Schools are a perfect location for early identification and interventions of behavioral health issues to reduce the prevalence of performance problems, truancy, school dropout rates, and difficulties in learning," noted Karen Rivo, former chair, Committee for Quality Education.

The nurse enhancement initiative engages students as active partners in mental health education and advocacy, which is paramount to reducing the stigma connected to mental health and improving the likelihood that those in distress seek help and receive the support that is needed.

Accessing services at each school site is done through the school counselor, teacher or administrative team. Behavioral health services include the following:

- Cognitive-Behavioral Therapy
- Family (Group) Therapy
- Systemic Therapy
- Play Therapy
- Participate Parent/Teacher Conference
- Home Visit

If you are interested in learning more about these services, please contact your school counselor or school nurse.

"A Miami Beach student was going through a family conflict at home which exacerbated his anxiety, loss of impulse control and difficulty paying attention in class," said the Licensed Clinical Social Worker Rodrigo Lozano. "After a few sessions, a meeting with the parent and a behavioral plan, the student improved his daily progress reports and reduced his acting out in class."

Parents can also access services via a request to the school. Additionally, these behavioral health team members provide class presentations on topics such as bullying, relationships and anger management.

"Over time, we hope to combine resources with an increasing pool of funders to expand this model to all schools and all children in our school district," added Gorski.

Visit the city's education page on miamibeachfl.gov for additional information and to learn more about other programs.



Si está interesado en saber más sobre estos servicios, póngase en contacto con su consejero escolar o con el profesional sanitario de la escuela.

Visite la página sobre educación de la ciudad en miamibeachfl.gov para obtener información adicional acerca de este y otros programas.

Tranquilidad mental En la actualidad, uno de cada tres menores padece discapacidades en el desarrollo o en el comportamiento que limitan su salud y rendimiento escolares. “La ansiedad, la depresión, la falta de atención, además de otros problemas del comportamiento han sustituido a las enfermedades infecciosas y las discapacidades físicas como males principales que interfieren en la salud, el bienestar y la capacidad de aprendizaje de nuestros menores”, comenta el doctor Peter A. Gorski, oficial jefe de salud comunitaria, desarrollo infantil e innovación en The Children’s Trust.

En respuesta a esta situación, el City of Miami Beach Education Compact y las Miami-Dade County Public Schools, junto con Town of Surfside, Town of Bay Harbor Islands, Bal Harbour Village, North Bay Village, The Children’s Trust y Miami Beach Chamber Education Foundation, han creado un programa piloto de carácter escolar para el curso 2015-16 que ofrece un control de la atención sanitaria del comportamiento mejorado, además de servicios de apoyo y de referencia comunitaria a los menores en tres escuelas públicas del Miami Beach Feeder Pattern.

Miami Beach estableció una iniciativa innovadora de atención sanitaria en 2013 con el fin de conseguir fondos que dotaran de profesionales sanitarios a tiempo completo a las escuelas públicas del Miami Beach Feeder Pattern que no tuvieran acceso a atención sanitaria en sus premisas. A partir de 2015, la agrupación municipal conocida como la Nurse Enhancement Initiative, se amplió para que incluyera atención sanitaria para los problemas de comportamiento.

“La escuela es el lugar perfecto para la identificación e intervención temprana de los problemas derivados del comportamiento con el objeto de atenuar la prevalencia de problemas de rendimiento, absentismo escolar, tasas de abandono escolar y problemas de aprendizaje”, afirma Karen Rivo, antigua presidenta del Committee for Quality Education.

Esta iniciativa anima a los estudiantes a participar como elementos activos en la educación y el amparo de la salud mental, un papel que es de suma importancia para reducir el estigma asociado a los problemas de salud mental y que aumenta las probabilidades de que las personas con problemas busquen ayuda y puedan recibir la atención necesaria.

El acceso a los servicios de atención en cada una de estas escuelas se realiza a través del consejero escolar, profesor o equipo administrativo. Entre los servicios de atención sanitaria al comportamiento se incluyen los siguientes:

- Terapia cognitiva y del comportamiento
- Terapia de familia (de grupo)
- Terapia sistémica
- Terapia del juego
- Reuniones participativas de padres y profesores
- Visitas a familias

“Un estudiante de Miami Beach tenía un problema familiar en casa que exacerbaba su ansiedad, falta de control ante estímulos y dificultad de prestar atención en clase” dice Rodrigo Lozano, trabajador social clínico. “Después de unas pocas sesiones, una reunión con uno de los padres y un plan de comportamiento, el estudiante mejoró sus informes de progreso diario y redujo su mal comportamiento en clase”.

Los padres también pueden obtener acceso a estos servicios por medio de una solicitud a la escuela. Además, el equipo de atención sanitaria del comportamiento realiza presentaciones en las aulas sobre temas como el acoso escolar, las relaciones y el control de la agresividad.

“Con el tiempo esperamos poder combinar recursos con una mayor cantidad de donaciones para ampliar este modelo a todas las escuelas y a todos los menores de nuestro distrito escolar” añade Gorski.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, the MOU provides that Participating Municipalities will provide their proportionate share of funds for the Nurse Enhancement Initiative; and

WHEREAS, the MOU was amended by Amendment No. 4 to the MOU, executed on June 10, 2021, to extend the Nurse Enhancement Initiative for FY 2022-2023 and set forth the proportionate share of funding for the Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2022-2023, requiring the Town to contribute \$8,112, as set forth in Amendment No. 5 to the MOU (“Amendment”), attached hereto as Exhibit “A”; and

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment to MOU; Authorization. The Amendment between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Council authorizes the Town Manager to execute the Amendment on behalf of the Town, together with such changes as may be approved by the Town Manager and the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 11th day of May 2022.

MAYOR JOSHUA FULLER

ATTEST:

**YVONNE P. HAMILTON, CMC
ACTING TOWN CLERK**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**TOWN ATTORNEY
JOSEPH S. GELLER
BY: GREENSPOON MARDER LLP**

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 16.

ITEM: Consideration and Approval to piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance, Inc. (DBA All County Paving Inc.) in the amount of \$299,751.75 for the Milling and Paving of the East Island North Side Internal Streets (Zone 6) pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

DESCRIPTION:

The purpose for the proposed services is to provide the most effective and appropriate solutions to mill and pave the East Island North Internal Streets (Zone 6) during the summer season. This annual contract includes all the line items needed for the completion of the Work in the Town.

Staff recommends that the Town piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance Inc. (DBA All County Paving) pursuant to Section 2-1.2(6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

Enclosed is a copy of the City of Fort Lauderdale Agreement, quote for the Town and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Funds were appropriated in the FY21-22 Annual Budget for this project.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Milling and Paving of East Island – North Internal Roads (Zone 6)	05/11/2022	\$208,056.05	001.5410.400063.000	BHI – 224	\$250,000
Milling and Paving of East Island – North Internal Roads (Zone 6)	05/11/2022	\$91,695.70	001.5410.400034.000	BHI – 224	\$212,840.00

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1.	Quote - Zone 6 Milling and Paving
2.	Extension until 2023 - 12336-103 Annual Asphalt Mill Amd 1(JH approval)
3.	Piggyback Contract - City of Fort Lauderdale



Jose Custodio
 Town Of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154
 jcustodio@bayharborislands-fl.gov
 305-455-7275
PROPOSAL NUMBER: 2022-05767

PROJECT INFORMATION:

East Island - North Internal Streets (Zone 6)
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154
 Mar 8, 2022

SCOPE OF WORK:

BILLING RATES INCLUDED IN CONTRACT					
ITEM #	ITEM DESCRIPTION	Qty	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	3	Each	\$4,500.00	\$13,500.00
2	Paving (S-3 1" depth) (> 3000 SY's)	19000	Square Yard	\$6.75	\$128,250.00
4	Paving (S-3 levelling)	85	Ton	\$165.00	\$14,025.00
7	Tack Coat	1115	Gallon	\$4.50	\$5,017.50
9	1-Inch Milling	19000	Square Yard	\$1.85	\$35,150.00
11	6-Inch Double yellow thermoplastic	5495	Linear Foot	\$2.37	\$13,023.15
13	6-Inch Single white thermoplastic	12000	Linear Foot	\$1.18	\$14,160.00
15	12-Inch Single white thermoplastic	345	Linear Foot	\$3.25	\$1,121.25
16	18-Inch Single white thermoplastic	145	Linear Foot	\$4.30	\$623.50
17	24-Inch stop bar white thermoplastic	355	Linear Foot	\$6.43	\$2,282.65
18	6-Inch temporary striping over milled area	27975	Linear Foot	\$0.45	\$12,588.75
19	24-Inch temporary stop bar over milled area	355	Linear Foot	\$1.97	\$699.35
20	Arrows (6'x6'x6') thermoplastic	6	Each	\$331.20	\$1,987.20
21	Install various colors and blue R.P.M.s	1875	Each	\$4.60	\$8,625.00
23	Thermoplastic symbol pavement markings	17	Each	\$285.20	\$4,848.40
24	Adjust manhole covers	1	Each	\$350.00	\$350.00
32	Valley Gutter	500	Linear Foot	\$39.00	\$19,500.00
33	Type F Curb	200	Linear Foot	\$45.00	\$9,000.00
34	Green Cycle Lane Coating	3	Each	\$5,000.00	\$15,000.00
Total Bid Price Included in Contract:					\$299,751.75
M&M Asphalt Maintenance Inc. DBA All County Paving					

PAVEMENT
 MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
 2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
 1180 SW 10th St.
 Delray Beach, FL 33444
 561-588-0949

Paving Advisor
 Josh Marfleet
 T: +1 561-302-9361
 E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com



TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT ENGINEERING Bay Harbor Islands, Florida 33154	
PROJECT # BHI-XXX MILLING AND PAVING OF EAST ISLAND INTERNAL STREETS (ZONE 6) AERIAL VIEW NORTH OF 96TH STREET	SHEET NO. 01 OF 01
DATE: 10/24/2022 DRAWN BY: J. CUSTODIO CHECKED BY: J. CUSTODIO APPROVED BY: J. CUSTODIO	SCALE: 1" = 100'



Jose Custodio
Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
jcustodio@bayharborislands-fl.gov
305-455-7275
PROPOSAL NUMBER: 2022-05767

ADVANCED MOT:

1. Set up advanced MOT to include lane closures, flagman, and signage.
2. Coordinate police with Town of Bay Harbor Islands.

PROJECT COORDINATION:

1. Assign project manager to handle the project.
2. Provide break-out site plans with work schedules for the project.
3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
4. Determine staging area for the equipment.
5. Obtain city permits as required (fees paid by the Town)
6. Obtain hydrant meter for water.

MILL ENTIRE SECTION: Up to 19,000Sq. Yds.

1. Mill the existing asphalt average 1inches
2. Mill entire section. Any risers needed for underground utilities will be billed in addition to the contract amount.
3. Thoroughly clean off the existing surface prior to overlay.
4. Haul away all debris.

ASPHALT PAVING: Up to 19,000 Sq. Yds.

1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-III
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site

NEW PAVEMENT MARKINGS

1. Stripe a new layout using DOT approved latex white, yellow, & green bike lane paints to match what was previously existing.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

THERMOPLASTIC PAVEMENT MARKINGS

1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include: All pavement markings and stencils.
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

REFLECTIVE PAVEMENT MARKERS (RPMs): (1,875) Quantity (Various) Colors

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.



Jose Custodio
Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
jcustodio@bayharborislands-fl.gov
305-455-7275
PROPOSAL NUMBER: 2022-05767

CONCRETE VALLEY GUTTER REPAIR: Up to 500 L.F

1. Remove existing broken curb where required for new curb to be installed.
2. Place forms where required for new 6" thick concrete valley gutter.
3. Install (2) #5 Rebar in curbing.
4. Pour new valley gutter using 3000 PSI concrete.
5. Apply a broom finish to the new concrete surfaces.
6. Strip and remove the forms after the concrete has set.
7. Haul away any related debris

CONCRETE "F" CURB REPAIR: Up to 200 LF

1. Remove existing curb where required for new curb to be installed.
2. Place forms for new type "F" concrete curbing with valley gutter, as required.
3. Install (1) #5 Rebar in curbing.
4. Pour new curb using 3000 PSI concrete.
5. Apply a broom finish to new concrete surfaces.
6. Strip and remove forms after new concrete has set.
7. Haul away any related debris.

REMOVE AND REINSTALL RUBBER SPEED HUMPS AND CROSSING SIGNS:

1. Remove prior to milling operations.
2. Re-install after paving operations and pavement markings.
2. Haul away any related debris.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

PAVEMENT
MAINTENANCE & RECONSTRUCTION

TOP CONTRACTOR

2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com



Jose Custodio
Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
jcustodio@bayharborislands-fl.gov
305-455-7275
PROPOSAL NUMBER: 2022-05767

PROPOSAL TOTAL

We propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

\$ 299,751.75

TOTAL OF SELECTED OPTIONS:

\$

**Customer to enter \$0.00 if no options selected*

CONTRACT TOTAL TO INCLUDE SELECTED OPTIONS:

\$

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are valid for 30 days from the date of this proposal. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. We agree to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below.

As Per Terms & Conditions of Purchase Order

PAYMENT TERMS:**BILLING INFORMATION:**

☐ Select if email invoice is preferred

Billing Company &
Contact Name:

Billing Street Address:

Billing City, State, Zip:

Billing Phone Number:

Billing Contact E-mail

Signature of Approval by Customer

Printed Name & Title/Position

Date

PAVEMENT
MAINTENANCE & RECONSTRUCTION

TOP CONTRACTOR

2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com



Jose Custodio
Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
jcustodio@bayharborislands-fl.gov
305-455-7275
PROPOSAL NUMBER: 2022-05767

TERMS AND CONDITIONS

CUSTOMER INSTRUCTIONS AND INFORMATION

Work Area Preparation

1. All County needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is financially responsible for towing services and any created delays. If any cars are left on the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
4. All County Paving will not be responsible for persons entering the work area, tracking of materials or paint, or any damages to cars or persons trespassing in the designated areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All County Paving arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved, will be subject to additional fees.

Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All County Paving will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All County Paving cannot guarantee elimination of standing water.
7. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear.
8. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
9. A certificate of Insurance will be issued upon request prior to commencement of work.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to include items only, anything not specifically included is excluded from contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus actual cost of permit(s). Any additional work required by the permit(s) will be extra to the contract amount.
5. Any work performed by All County Paving which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All County Paving reserves the right to withdraw the proposal at any time prior to the commencement of work should material price fluctuations rise significantly.
9. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
10. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each.
11. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
12. Delays to All County Paving of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour and delays to All County Paving of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the customer.
13. Any broken car stops will be replaced at an additional cost of \$60.00 each.
14. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
15. Due to the fluctuations in the petroleum markets, All County Paving reserves the right to impose a fuel surcharge.
16. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
17. All County Paving will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
18. All County Paving will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
19. All County guarantees its' sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
20. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
21. All County Paving guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.
22. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Workmen's Compensation Insurance.

Customer must initial here that they have read and accept the above Terms & Conditions

PAVEMENT
MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

February 3, 2022

M & M Asphalt Maintenance, Inc. DBA All County Paving
Attention: Authorized Signer
1180 SW 10th Street
Delray Beach, FL 33444

Email: Publicworks@allcountypaving.com

SUBJECT: Renewal of Term Contract for ITB 12336-103, Annual Asphalt Mill and Resurfacing, Amendment 1

Dear Authorized Signer,

The subject Contract will expire on March 2, 2022.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be March 2, 2023.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov on or before February 10, 2022.

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year. **Please be sure any required Insurance Certificates are current and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

James Hemphill For
Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE

By [Signature]
Official Signature

Name

Title

Date

02/04/22

Jeffrey Cohen / Executive Vice President

CITY OF FORT LAUDERDALE

CONTRACT

Annual Asphalt Mill and Resurfacing

DESCRIPTION

M & M Asphalt Maintenance Inc.

CONTRACTOR

\$2,000,000.00

AMOUNT

March 3, 2020

COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 03 day of March, 2020, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and M & M Asphalt Maintenance Inc., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12336-103, Project Number, 12518, which was opened on January 15, 2020; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL ASPHALT MILL AND RESURFACING

ITB #12336-103 PROJECT # 12518

- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Barbara R. Howell** whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-4505, and email address is bhowell@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.

- 4.3 Exhibits to this Agreement: (Plans sheets [0] to [0] inclusive).
- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number 0 through 0, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., 12336-103, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., 12336-103, dated January 14, 2020.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.

- f. This Agreement dated **March 3, 2020** and any attachments.
- g. Invitation to Bid No., **12336-103**, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., **12336-103**, dated **January 14, 2020**.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **seven (7)** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.

- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein, Exhibit A. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient

to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program utilizing both VISA and MASTERCARD networks. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the

Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
 - 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
 - 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
 - 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hour are from 8:00 A.M. to 4:30 P.M. and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at \$100.00 per hour.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for

- 8.12 the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.13 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.14 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.15 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.16 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.17 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.17.1 Flow of material and equipment from suppliers.
- 8.17.2 The interrelated work with affected utility companies.
- 8.17.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.17.4 The effort of independent testing agencies.
- 8.17.5 Notice to affected property owners as may be directed by the Project Manager.

- 8.18 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.19 Safety and Protection:

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

- 8.19.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.19.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.19.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 8.19.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution

of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.20 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines,

penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against

any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm. Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the

Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

10.3.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

10.3.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

10.3.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

10.3.5 Umbrella/Excess Liability:

The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for

independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.
- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect

or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or

discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost

of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

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

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time shall be for two (2) years from the date of Commission award subject to two (2) one (1) year renewal terms.

15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project

Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take

possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
 - 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
 - 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
 - 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
 - 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly

payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Contractor:

M & M Asphalt Maintenance Inc.
1180 Sw. 10th Street
Delray Beach, FL 33444
(561) 588-0949

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who

caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City.

The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc.; v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT , PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

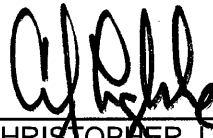
1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By: _____


CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____


JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____


For: RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

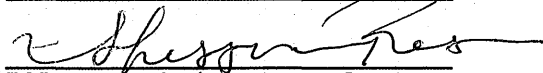
M & M Asphalt Maintenance Inc., a Florida corporation



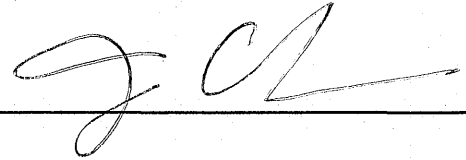
Denisse Caminero

[Witness print/type name]

Shessica Rosa

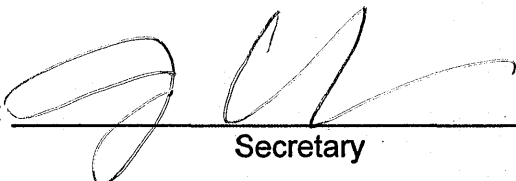


[Witness print/type name]

By: 

ATTEST:

(CORPORATE SEAL)

By: 

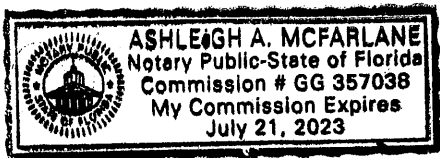
Secretary

STATE OF Florida:

COUNTY OF Palm Beach:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2020, by Jeffrey Cohen, as EXEC. V.P. for M & M Asphalt Maintenance Inc., a Florida corporation.

(SEAL)




(Signature of Notary Public - State of Florida)

Ashleigh McFarlane
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

THE UNIVERSITY OF CHICAGO
LIBRARY
1100 EAST 58TH STREET
CHICAGO, ILL. 60637
U.S.A.

M & M Asphalt Maintenance, Inc. DBA All County Paving

Bid Contact **Trisha Barbee**
Publicworks@allcountypaving.com
Ph 561-588-0949

Address **1180 SW 10th Street**
Delray Beach, FL 33444

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12336-103-01-01	BASE BID TOTAL: Mobilization	Supplier Product Code:	First Offer - \$4,500.00	10 / lump sum	\$45,000.00 Y Y
12336-103-01-02	BASE BID TOTAL: Paving (> 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$6.75	87000 / square yard	\$587,250.00 Y
12336-103-01-03	BASE BID TOTAL: Paving (< 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$8.50	2500 / square yard	\$21,250.00 Y
12336-103-01-04	BASE BID TOTAL: Paving (Type S-3)	Supplier Product Code:	First Offer - \$165.00	50 / ton	\$8,250.00 Y
12336-103-01-05	BASE BID TOTAL: Paving (SP 9.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00 Y
12336-103-01-06	BASE BID TOTAL: Paving (SP12.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00 Y
12336-103-01-07	BASE BID TOTAL: Tack Coat	Supplier Product Code:	First Offer - \$4.50	7000 / gallon	\$31,500.00 Y
12336-103-01-08	BASE BID TOTAL: Prime Coat	Supplier Product Code:	First Offer - \$10.00	200 / gallon	\$2,000.00 Y
12336-103-01-09	BASE BID TOTAL: Milling (1-inch)	Supplier Product Code:	First Offer - \$1.85	87000 / square yard	\$160,950.00 Y
12336-103-01-10	BASE BID TOTAL: Milling (2-inch)	Supplier Product Code:	First Offer - \$3.50	2000 / square yard	\$7,000.00 Y
12336-103-01-11	BASE BID TOTAL: Pavement marking and signage (6 -inch double yellow)	Supplier Product Code:	First Offer - \$2.37	4500 / linear foot	\$10,665.00 Y
12336-103-01-12	BASE BID	Supplier	First Offer - \$1.18	500 / linear foot	\$590.00 Y

TOTAL:
Pavement
marking and
signage (6-inch
single yellow)

Product
Code:

12336-103-01-13	BASE BID TOTAL: Pavement marking and signage (6-inch single white)	Supplier Product Code:	First Offer - \$1.18	5000 / linear foot	\$5,900.00	Y
12336-103-01-14	BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)	Supplier Product Code:	First Offer - \$1.50	500 / linear foot	\$750.00	Y
12336-103-01-15	BASE BID TOTAL: Pavement marking and signage (12-inch single white)	Supplier Product Code:	First Offer - \$3.25	500 / linear foot	\$1,625.00	Y
12336-103-01-16	BASE BID TOTAL: Pavement marking and signage (18-inch single white)	Supplier Product Code:	First Offer - \$4.30	500 / linear foot	\$2,150.00	Y
12336-103-01-17	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)	Supplier Product Code:	First Offer - \$6.43	1500 / linear foot	\$9,645.00	Y
12336-103-01-18	BASE BID TOTAL: Pavement marking and signage (6-inch striping)	Supplier Product Code:	First Offer - \$0.45	2000 / linear foot	\$900.00	Y
12336-103-01-19	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)	Supplier Product Code:	First Offer - \$1.97	500 / linear foot	\$985.00	Y
12336-103-01-20	BASE BID TOTAL: Pavement marking and	Supplier Product Code:	First Offer - \$331.20	50 / each	\$16,560.00	Y

	signage (arrows)					
12336-103-01-21	BASE BID TOTAL: Pavement marking and signage (R.P.M.s)	Supplier Product Code:	First Offer - \$4.60	1000 / each	\$4,600.00	Y
12336-103-01-22	BASE BID TOTAL: Pavement marking and signage (handicapped stalls)	Supplier Product Code:	First Offer - \$46.00	2 / each	\$92.00	Y
12336-103-01-23	BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)	Supplier Product Code:	First Offer - \$285.20	10 / each	\$2,852.00	Y
12336-103-01-24	BASE BID TOTAL: Utility adjustment (Valve manhole covers)	Supplier Product Code:	First Offer - \$350.00	10 / each	\$3,500.00	Y
12336-103-01-25	BASE BID TOTAL: Utility adjustment (Valve box covers)	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
12336-103-01-26	BASE BID TOTAL: Utility adjustment (Storm Inlet covers)	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
12336-103-01-27	BASE BID TOTAL: Utility adjustment (Sewer Clean- our covers)	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
12336-103-01-28	BASE BID TOTAL: ADA/Wheelchair Access Ramps	Supplier Product Code:	First Offer - \$2,350.00	10 / each	\$23,500.00	Y
12336-103-01-29	BASE BID TOTAL: Type D curb	Supplier Product Code:	First Offer - \$30.00	100 / linear foot	\$3,000.00	Y
12336-103-01-30	BASE BID	Supplier	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y

	TOTAL: Drop curb	Product Code:				
12336-103-01-31	BASE BID TOTAL: Type A median curb	Supplier Product Code:	First Offer - \$37.00	100 / linear foot	\$3,700.00	Y
12336-103-01-32	BASE BID TOTAL: Valley gutter	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
12336-103-01-33	BASE BID TOTAL: Type F curb	Supplier Product Code:	First Offer - \$45.00	100 / linear foot	\$4,500.00	Y
12336-103-01-34	BASE BID TOTAL: Green cycle lane coating	Supplier Product Code:	First Offer - \$5,000.00	20 / each	\$100,000.00	Y
12336-103-01-35	BASE BID TOTAL: Limerock Base (8-inch)	Supplier Product Code:	First Offer - \$35.00	100 / square yard	\$3,500.00	Y
12336-103-01-36	BASE BID TOTAL: Limerock Base (12-inch)	Supplier Product Code:	First Offer - \$41.00	100 / square yard	\$4,100.00	Y
12336-103-01-37	BASE BID TOTAL: Clearing and grubbing	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
12336-103-01-38	BASE BID TOTAL: Bicycle Sharrows	Supplier Product Code:	First Offer - \$1,500.00	20 / each	\$30,000.00	Y
12336-103-01-39	BASE BID TOTAL: Bicycle Symbols	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
12336-103-01-40	BASE BID TOTAL: Speed Humps (Flat Top 22x24)	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
12336-103-01-41	BASE BID TOTAL: Speed Humps (Round Top 12x24)	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y

Bid Allowance \$7,000.00

Lot Total **\$1,234,614.00**

Supplier Total **\$1,234,614.00**

Solicitation 12336-103

Annual Asphalt Mill And Resurfacing

Bid Designation: Public



City of Fort Lauderdale

5. Company Name: PALM BEACH COUNTY SCHOOL BOARD

Address: 3300 FOREST HILL BLVD SUITE A

WEST PALM BEACH, FL 33406

Contact: DEBRA HAMMERSHLAG

Phone #: 561-434-8229 Email:

DEBRA.HAMMERSCHLAG@PALMBEACHSCHOOLS.ORG

Contract Value: 118,975.00 Year: 2019

**Description: CONSTRUCT NEW ASPHALT PARKING SPACES AT WATSON B.
DUNCAN MIDDLE SCHOOL.**

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name: WEST PALM BEACH**
Address: 401 CLEMATIS STREET 4TH FLOOR
P.O. BOX 3366
Contact: UYEN DANG. P.E.
Phone #: 561-494-1087 Email: KUDANG@WPB.ORG
Contract Value: 662,759.11 Year: 2019
Description: MILLING/RESURFACING OF LAKE AVENUE INCLUDING ADA RAMPS, CURBING AND PAVEMENT MARKINGS.
2. **Company Name: CITY OF MIRAMAR**
Address: 13900 PEMBROKE ROAD BLDG L 1ST FLOOR
MIRAMAR, FL 33027
Contact: MARCELIN DENIS
Phone #: 954-883-6802 Email: MPDENIS@MIRAMARFL.GOV
Contract Value: 594,602.00 Year: 2019
Description: MILLING/RESURFACING OF MISC STREETS
3. **Company Name: TOWN OF LANTANA**
Address: 501 W PINE ST
LANTANA, FL 33462
Contact: EDDIE CROCKET
Phone #: 561-540-5753 Email: ECROCKETT@LANTANA.ORG
Contract Value: 215,871.00 Year: 2018
Description: MILLING/RESURFACING OF MISC STREETS
4. **Company Name: CITY OF SUNRISE**
Address: 10770 W. OAKLAND PARK BLVD
SUNRISE, FL 33351
Contact: ROBERT DIAZ
Phone #: 954-695-8489 Email: RDIAZ@SUNRISEFL.GOV
Contract Value: 40,000.00 Year: 2019
Description: MISC ASPHALT PAVING AND REPAIRS

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

JEFFREY COHEN
Print Name and Title

01/14/2020

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING

Company Name

JEFFREY COHEN

Name (Printed)

Signature

01/14/2020

Date

EXECUTIVE VICE PRESIDENT

Title

Submitted by:

DENISSE CAMINERO

Name (printed)

Signature

01/14/2020

Date

PROJECT COORDINATOR

Title

Revised 07/11/2019

CONSTRUCTION BID CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING**

Address: **1180 SW 10TH STREET**

City: **DELRAY BEACH** State: **FL** Zip: **33444**

Telephone No. **561-588-0949** FAX No. **561-588-2140** Email: **PUBLICWORKS@ALLCOUNTYPAVING.COM**

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

KENNETH GOLDBERG	PRESIDENT/TRESURER	JEFFREY COHEN	EXECUTIVE VICE
			PRESIDENT/SECRETARY
Name	Title	Name	Title
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid:

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYS you must also click the "Take Exception" button.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

n/a

n/a

n/a

n/a

n/a

allcounty

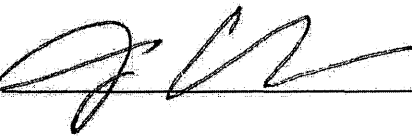
In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: 12336-103Project Description: Annual Asphalt Mill and Resurfacing

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: M&M ASPHALT MAINTENANCE INC. D/B/A ALLCOUNTY PAVINGAuthorized Company Person's Signature: Authorized Company Person's Title: EXECUTIVE VICE PRESIDENTDate: 01/14/2020

AGENCY CUSTOMER ID: MMASP1

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving, Inc. 1180 SW 10th Street Delray Beach FL 33444
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

General Information:

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C No. Ex): 954-941-0900 FAX (A/C No.): 954-941-2006 E-MAIL: kdunn@bgsagency.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Amerisure Mutual Insurance Co.	23396
		INSURER B: Amerisure Partners Insurance Company	11050
		INSURER C: Amerisure Insurance Co.	19488
		INSURER D: American Guarantee and Liability Ins Co	
		INSURER E:	
		INSURER F:	

INSURED
 M & M Asphalt Maintenance, Inc.
 d/b/a All County Paving, Inc.
 1180 SW 10th Street
 Delray Beach FL 33444

MMASPI

COVERAGES

CERTIFICATE NUMBER: 862387842

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	GL21010410302	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	167455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 *See Add'l XLS Below \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	WC21010360301	4/30/2019	4/30/2020	☒ WC STATUS LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A						
A	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.

Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Primary and Non-Contributory, as required by written contract, per CA7165 0911.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Ft. Lauderdale 100 N. Andrews Avenue Ft. Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

M & M Asphalt Maintenance,
Inc. DBA All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

SURETY:*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

OWNER:*(Name, legal status and address)*

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Annual Asphalt Mill and Resurfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

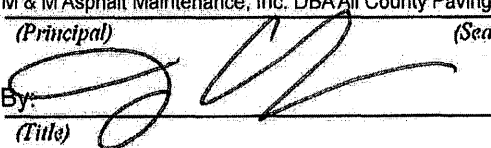
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

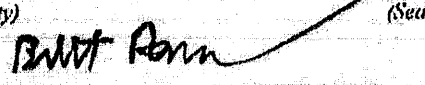
Signed and sealed this 15th day of January, 2020

*(Witness)**(Witness)* Rita Lazariades

M & M Asphalt Maintenance, Inc. DBA All County Paving

*(Principal)**(Seal)*By: *(Title)*

Hartford Fire Insurance Company

*(Surety)**(Seal)*By: *(Title)* Brett Rosenhaus Attorney-in-Fact

M & M Asphalt Maintenance, Inc. DBA All County Paving

Item: BASE BID TOTAL: Mobilization

Attachments

BID BOND-CO-EVERIFY.pdf

From: [James Kelly](#)
To: [Fausto Vargas](#)
Subject: RE: 12336-103 - Annual Asphalt Mill and Resurfacing
Date: Monday, April 13, 2020 10:14:56 AM
Attachments: [image001.png](#)

The certificate of insurance and the surety bond are approved. However, the certificate of insurance will expire on 4/30/2020. So they will need to provide the City with the new certificate once it goes into effect. I am working from home and do not have the ability to sign the approval sheet.

From: Fausto Vargas
Sent: Monday, April 13, 2020 9:51 AM
To: James Kelly <JKelly@fortlauderdale.gov>
Subject: 12336-103 - Annual Asphalt Mill and Resurfacing

Good morning James

Could you do me a favor and confirm surety bond and insurance certificates comply with all the city requirements.

Thanks for your help.

Fausto Vargas | Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-6167 | F 954-828-5576 | fvargas@fortlauderdale.gov



Accountability - Ethics - Impartiality - Professionalism - Service - Transparency

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving, Inc. 1180 SW 10th Street Delray Beach FL 33444
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

General Information:

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No. Ext): 954-941-0900 E-MAIL: kdunn@bgsagency.com ADDRESS:		FAX (A/C, No): 954-941-2006
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Mutual Insurance Co.		23396
		INSURER B : Amerisure Partners Insurance Company		11050
		INSURER C : Amerisure Insurance Co.		19488
		INSURER D : American Guarantee and Liability Ins Co		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 907287344**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	GL21010410302	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$0	Y	Y	167455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 *See Add'l XLS Below* \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC21010360301	4/30/2019	4/30/2020	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.

Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Primary and Non-Contributory, as required by written contract, per CA7165 0911.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 13, 2020.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

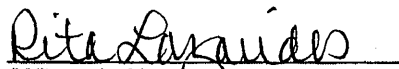
This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 13th day of March, 2020.

Signed, sealed and delivered
in the presence of:


(Witness) Signature

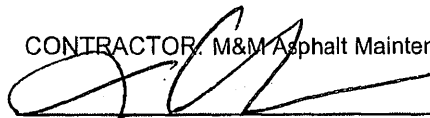
Denise Cameron
(Witness) Print Name


(Witness) Signature

Rita Lazarides
(Witness) Print Name

Nielson, Rosenhaus & Associates
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
(561) 454-8210

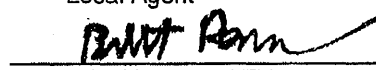
CONTRACTOR: M&M Asphalt Maintenance, Inc.



Jeffrey Colten / Executive Vice President
Print Name and Title (SEAL)

SURETY: Hartford Fire Insurance Company

Brett Rosenhaus/Nielson, Rosenhaus & Associates
Local Agent (SEAL)


Print Name and Title
Brett Rosenhaus, Attorney-in-Fact
& Florida Licensed Agent
SB-2 (SEAL)

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES

THIS IS A SURETY BOND given by M & M Asphalt Maintenance Inc the "Contractor" as principal, referred to in this Bond as "Contractor" and Hartford Fire Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$2,000,000.00 Two Millions Dollars.

for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida	INSTR # 116414657 Recorded 03/17/20 at 07:40 AM Broward County Commission 3 Page(s) #1
Owner Address and Telephone:	City Hall, Public Works Department 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 (954) 828-5772	
Bond No.:	<u>21BCSIE8635</u>	
Contractor Name, Address, Telephone:	<u>M & M Asphalt Maintenance Inc</u> <u>1180 SW 10th Street</u> <u>Delray Beach, Fl 33444</u> <u>(561) 588-0949</u>	
Surety Company, Address, Telephone	<u>Hartford Fire Insurance Company</u> <u>One Hartford Plaza</u> <u>Hartford, CT 06115</u> <u>(860) 547-5000</u>	
Bid No. & City Project No.:	<u>ITB 12336-103 Project 12518</u>	
Name of Project:	<u>ANNUAL ASPHALT MILL AND RESURFACING</u>	
Project Location:	<u>City of Fort Lauderdale</u>	
Legal Description and Street Address	<u>This Project is located Citywide, in the City of Fort Lauderdale.</u>	
Description of Work	<u>The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.</u>	

"Contractor" is bound by an instrument in writing dated the 3rd day of March, 2020, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

TOTAL: Drop
curb Product
Code:

12336-103--01-31	BASE BID TOTAL: Type A median curb	Supplier Product Code:	First Offer - \$37.00	100 / linear foot	\$3,700.00	Y
------------------	--	------------------------------	-----------------------	-------------------	------------	---

12336-103--01-32	BASE BID TOTAL: Valley gutter	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
------------------	-------------------------------------	------------------------------	-----------------------	-------------------	------------	---

12336-103--01-33	BASE BID TOTAL: Type F curb	Supplier Product Code:	First Offer - \$45.00	100 / linear foot	\$4,500.00	Y
------------------	-----------------------------------	------------------------------	-----------------------	-------------------	------------	---

12336-103--01-34	BASE BID TOTAL: Green cycle lane coating	Supplier Product Code:	First Offer - \$5,000.00	20 / each	\$100,000.00	Y
------------------	---	------------------------------	--------------------------	-----------	--------------	---

12336-103--01-35	BASE BID TOTAL: Limerock Base (8-inch)	Supplier Product Code:	First Offer - \$35.00	100 / square yard	\$3,500.00	Y
------------------	---	------------------------------	-----------------------	-------------------	------------	---

12336-103--01-36	BASE BID TOTAL: Limerock Base (12-inch)	Supplier Product Code:	First Offer - \$41.00	100 / square yard	\$4,100.00	Y
------------------	--	------------------------------	-----------------------	-------------------	------------	---

12336-103--01-37	BASE BID TOTAL: Clearing and grubbing	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
------------------	---	------------------------------	----------------------	-------------------	----------	---

12336-103--01-38	BASE BID TOTAL: Bicycle Sharrows	Supplier Product Code:	First Offer - \$1,500.00	20 / each	\$30,000.00	Y
------------------	--	------------------------------	--------------------------	-----------	-------------	---

12336-103--01-39	BASE BID TOTAL: Bicycle Symbols	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
------------------	---------------------------------------	------------------------------	--------------------------	-----------	-------------	---

12336-103--01-40	BASE BID TOTAL: Speed Humps (Flat Top 22x24)	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
------------------	---	------------------------------	--------------------------	----------	-------------	---

12336-103--01-41	BASE BID TOTAL: Speed Humps (Round Top 12x24)	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y
------------------	--	------------------------------	--------------------------	----------	-------------	---

Bid Allowance \$7,000.00

Lot Total \$1,234,614.00

Supplier Total \$1,234,614.00

signage
(arrows)

12336-103-01-21	BASE BID TOTAL: Pavement marking and signage (R.P.M.s)	Supplier Product Code:	First Offer - \$4.60	1000 / each	\$4,600.00	Y
12336-103-01-22	BASE BID TOTAL: Pavement marking and signage (handicapped stalls)	Supplier Product Code:	First Offer - \$46.00	2 / each	\$92.00	Y
12336-103-01-23	BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)	Supplier Product Code:	First Offer - \$285.20	10 / each	\$2,852.00	Y
12336-103-01-24	BASE BID TOTAL: Utility adjustment (Valve manhole covers)	Supplier Product Code:	First Offer - \$350.00	10 / each	\$3,500.00	Y
12336-103-01-25	BASE BID TOTAL: Utility adjustment (Valve box covers)	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
12336-103-01-26	BASE BID TOTAL: Utility adjustment (Storm Inlet covers)	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
12336-103-01-27	BASE BID TOTAL: Utility adjustment (Sewer Clean- our covers)	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
12336-103-01-28	BASE BID TOTAL: ADA/Wheelchair Access Ramps	Supplier Product Code:	First Offer - \$2,350.00	10 / each	\$23,500.00	Y
12336-103-01-29	BASE BID TOTAL: Type D curb	Supplier Product Code:	First Offer - \$30.00	100 / linear foot	\$3,000.00	Y
12336-103-01-30	BASE BID	Supplier	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y

TOTAL: Product
Pavement Code:
marking and
signage (6-inch
single yellow)

12336-103-01-13	BASE BID TOTAL: Pavement marking and signage (6-inch single white)	Supplier Product Code:	First Offer - \$1.18	5000 / linear foot	\$5,900.00	Y
-----------------	---	------------------------------	----------------------	--------------------	------------	---

12336-103-01-14	BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)	Supplier Product Code:	First Offer - \$1.50	500 / linear foot	\$750.00	Y
-----------------	--	------------------------------	----------------------	-------------------	----------	---

12336-103-01-15	BASE BID TOTAL: Pavement marking and signage (12-inch single white)	Supplier Product Code:	First Offer - \$3.25	500 / linear foot	\$1,625.00	Y
-----------------	--	------------------------------	----------------------	-------------------	------------	---

12336-103-01-16	BASE BID TOTAL: Pavement marking and signage (18-inch single white)	Supplier Product Code:	First Offer - \$4.30	500 / linear foot	\$2,150.00	Y
-----------------	--	------------------------------	----------------------	-------------------	------------	---

12336-103-01-17	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)	Supplier Product Code:	First Offer - \$6.43	1500 / linear foot	\$9,645.00	Y
-----------------	--	------------------------------	----------------------	--------------------	------------	---

12336-103-01-18	BASE BID TOTAL: Pavement marking and signage (6-inch striping)	Supplier Product Code:	First Offer - \$0.45	2000 / linear foot	\$900.00	Y
-----------------	---	------------------------------	----------------------	--------------------	----------	---

12336-103-01-19	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)	Supplier Product Code:	First Offer - \$1.97	500 / linear foot	\$985.00	Y
-----------------	--	------------------------------	----------------------	-------------------	----------	---

12336-103-01-20	BASE BID TOTAL: Pavement marking and	Supplier Product Code:	First Offer - \$331.20	50 / each	\$16,560.00	Y
-----------------	---	------------------------------	------------------------	-----------	-------------	---

M & M Asphalt Maintenance, Inc. DBA All County Paving

Bid Contact: Trisha Barbee
 Publicworks@allcountypaving.com
 Ph 561-588-0949

Address: 1180 SW 10th Street
 Delray Beach, FL 33444

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12336-103-01-01	BASE BID TOTAL: Mobilization	Supplier Product Code:	First Offer - \$4,500.00	10 / lump sum	\$45,000.00	Y	Y
12336-103-01-02	BASE BID TOTAL: Paving (> 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$6.75	87000 / square yard	\$587,250.00		Y
12336-103-01-03	BASE BID TOTAL: Paving (< 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$8.50	2500 / square yard	\$21,250.00		Y
12336-103-01-04	BASE BID TOTAL: Paving (Type S-3)	Supplier Product Code:	First Offer - \$165.00	50 / ton	\$8,250.00		Y
12336-103-01-05	BASE BID TOTAL: Paving (SP 9.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00		Y
12336-103-01-06	BASE BID TOTAL: Paving (SP12.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00		Y
12336-103-01-07	BASE BID TOTAL: Tack Coat	Supplier Product Code:	First Offer - \$4.50	7000 / gallon	\$31,500.00		Y
12336-103-01-08	BASE BID TOTAL: Prime Coat	Supplier Product Code:	First Offer - \$10.00	200 / gallon	\$2,000.00		Y
12336-103-01-09	BASE BID TOTAL: Milling (1-inch)	Supplier Product Code:	First Offer - \$1.85	87000 / square yard	\$160,950.00		Y
12336-103-01-10	BASE BID TOTAL: Milling (2-inch)	Supplier Product Code:	First Offer - \$3.50	2000 / square yard	\$7,000.00		Y
12336-103-01-11	BASE BID TOTAL: Pavement marking and signage (6-inch double yellow)	Supplier Product Code:	First Offer - \$2.37	4500 / linear foot	\$10,665.00		Y
12336-103-01-12	BASE BID	Supplier	First Offer - \$1.18	500 / linear foot	\$590.00		Y

Bid 12336-103

Annual Asphalt Mill And Resurfacing

Bid Number 12336-103
 Bid Title Annual Asphalt Mill And Resurfacing

Bid Start Date Dec 12, 2019 11:16:08 AM EST
 Bid End Date Jan 15, 2020 2:00:00 PM EST
 Question & Answer End Date Jan 2, 2020 5:00:00 PM EST

Bid Contact Fausto Vargas
 Procurement Specialist
 Finance - Procurement Division
 fvargas@fortlauderdale.gov

Contract Duration **2 years**
 Contract Renewal 2 annual renewals
 Prices Good for **120 days**

Bid Comments **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 P.M., local time, on January 15, 2019, and opened immediately thereafter at the 5th Floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for BID NO., 12336-103, PROJECT NO., 12518, ANNUAL ASPHALT MILL AND RESURFACING. This Project does not have any drawing files.

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

NOTE: Payment on this contract will be made by Visa or MasterCard.

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security : A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can mail their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts :

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

Item Response Form

Item	12336-103-01-01 - BASE BID TOTAL: Mobilization
Lot Description	BASE BID TOTAL
Quantity	10 lump sum
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 10

Description

Mobilization, Transportation, Demobilization, Project signage & other fixed costs for projects with task order asphalt quantity less than 3,000 square yards

Item	12336-103-01-02 - BASE BID TOTAL: Paving (> 3000 Sq. Yds.)
Lot Description	BASE BID TOTAL
Quantity	87000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 87000

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. This item also includes maintenance of traffic preparation, routing, and setup for task order asphalt quantity greater than 3000 Square yards

Item	12336-103-01-03 - BASE BID TOTAL: Paving (< 3000 Sq. Yds.)
Lot Description	BASE BID TOTAL
Quantity	2500 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2500

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. The price for this item is subjected to adjust semi-annually as described in special conditions section. Mobilization for this item for task order asphalt quantity less than 3000 square yards will be paid for under item 1

Item	12336-103-01-04 - BASE BID TOTAL: Paving (Type S-3)
Lot Description	BASE BID TOTAL
Quantity	50 ton
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course (as determined by the engineering inspector) using not more than 25% by weight of total aggregates of reclaimed asphalt. The price for this item is subjected to adjust semiannually as described in special conditions section. This item also includes maintenance of traffic preparation, routing, and setup.

Item	12336-103-01-05 - BASE BID TOTAL: Paving (SP 9.5)
------	---

Lot Description BASE BID TOTAL
Quantity 200 ton
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 9.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item 12336-103-01-06 - BASE BID TOTAL: Paving (SP12.5)
Lot Description BASE BID TOTAL
Quantity 200 ton
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 12.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item 12336-103-01-07 - BASE BID TOTAL: Tack Coat
Lot Description BASE BID TOTAL
Quantity 7000 gallon
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 7000

Description

Furnish all materials, labor and equipment to apply tack coat as described in special conditions section.

Item 12336-103-01-08 - BASE BID TOTAL: Prime Coat
Lot Description BASE BID TOTAL
Quantity 200 gallon
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301

Qty 200

Description

Furnish all materials, labor and equipment to apply prime coat as described in special conditions section, including sanding

Item	12336-103-01-09 - BASE BID TOTAL: Milling (1-inch)
Lot Description	BASE BID TOTAL
Quantity	87000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 87000

Description

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of one inch

Item	12336-103-01-10 - BASE BID TOTAL: Milling (2-inch)
Lot Description	BASE BID TOTAL
Quantity	2000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2000

Description

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of two inches

Item	12336-103-01-11 - BASE BID TOTAL: Pavement marking and signage (6 -inch double yellow)
Lot Description	BASE BID TOTAL
Quantity	4500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 4500

Description

Furnish all materials, labor and equipment to install new 6 inch double yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-12 - BASE BID TOTAL: Pavement marking and signage (6-inch single yellow)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 6 inch single yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-13 - BASE BID TOTAL: Pavement marking and signage (6-inch single white)
Lot Description	BASE BID TOTAL
Quantity	5000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 5000

Description

Furnish all materials, labor and equipment to install new 6 inch single white thermoplastic. This item includes temporary painting.

Item	12336-103-01-14 - BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description

Furnish all materials, labor and equipment to install new 8 inch single yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-15 - BASE BID TOTAL: Pavement marking and signage (12-inch single white)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description

Furnish all materials, labor and equipment to install new 12 inch single white thermoplastic. This item includes temporary painting.

Item	12336-103-01-16 - BASE BID TOTAL: Pavement marking and signage (18-inch single white)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 18 inch single white thermoplastic. This item includes temporary painting.

Item **12336-103-01-17 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)**

Lot Description BASE BID TOTAL

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1500

Description

Furnish all materials, labor and equipment to install new 24 inch stop bar white thermoplastic. This item includes temporary painting.

Item **12336-103-01-18 - BASE BID TOTAL: Pavement marking and signage (6-inch striping)**

Lot Description BASE BID TOTAL

Quantity **2000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Furnish all materials, labor and equipment to install new 6 inch temporary striping over milled areas. This item includes temporary painting.

Item **12336-103-01-19 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 24 inch temporary stop bar over milled areas. This item includes temporary painting.

Item	12336-103-01-20 - BASE BID TOTAL: Pavement marking and signage (arrows)
Lot Description	BASE BID TOTAL
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Furnish all materials, labor, and equipment to apply 6-feet by 6-feet by 6-feet in length thermoplastic arrows, to speed hump (two arrows per location)

Item	12336-103-01-21 - BASE BID TOTAL: Pavement marking and signage (R.P.M.s)
Lot Description	BASE BID TOTAL
Quantity	1000 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1000

Description

Furnish all materials, labor and equipment to install various colors and blue R.P.M. s at fire hydrants where streets are overlaid per FDOT Standard Specification for Road and Bridge Construction 2010, Section 706.

Item	12336-103-01-22 - BASE BID TOTAL: Pavement marking and signage (handicapped stalls)
Lot Description	BASE BID TOTAL
Quantity	2 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2

Description

Furnish all materials, labor and equipment to install painted handicapped stalls, including striping and symbols Per FDOT Index No.17346, Page 12

Item	12336-103-01-23 - BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)
Lot Description	BASE BID TOTAL
Quantity	10 each
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to install thermoplastic symbol pavement markings per FDOT Index No.17346, including temporary paint

Item	12336-103-01-24 - BASE BID TOTAL: Utility adjustment (Valve manhole covers)
Lot Description	BASE BID TOTAL
Quantity	10 each
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation

Item	12336-103-01-25 - BASE BID TOTAL: Utility adjustment (Valve box covers)
Lot Description	BASE BID TOTAL
Quantity	10 each
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation

Item	12336-103-01-26 - BASE BID TOTAL: Utility adjustment (Storm Inlet covers)
Lot Description	BASE BID TOTAL
Quantity	5 each
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5

Description

Furnish all materials, labor and equipment to adjust the elevation of existing storm inlets and storm inlet covers to match the new resurfaced pavement elevation

Item	12336-103-01-27 - BASE BID TOTAL: Utility adjustment (Sewer Clean-our covers)
------	---

Lot Description BASE BID TOTAL
 Quantity 10 each
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of sewer clean-out covers to match the new resurfaced pavement elevation

Item 12336-103-01-28 - BASE BID TOTAL: ADA/Wheelchair Access Ramps
 Lot Description BASE BID TOTAL
 Quantity 10 each
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramps, as well as reconstruction of base where required, to include clearing and grubbing. Concrete slab shall have 6-inches minimum thickness per detailed specifications. All ramps shall have detectable warning surface truncated dome epoxy-type installation Provide Armor Tile - Cast In Place or approved equal detectable warning surface on each ramp location also per detailed specifications.

Item 12336-103-01-29 - BASE BID TOTAL: Type D curb
 Lot Description BASE BID TOTAL
 Quantity 100 linear foot
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type D curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-30 - BASE BID TOTAL: Drop curb
 Lot Description BASE BID TOTAL
 Quantity 100 linear foot
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Drop curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-31 - BASE BID TOTAL: Type A median curb**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type A median curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-32 - BASE BID TOTAL: Valley gutter**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Valley gutter; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-33 - BASE BID TOTAL: Type F curb**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type F curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-34 - BASE BID TOTAL: Green cycle lane coating

Lot Description BASE BID TOTAL
Quantity 20 each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 20

Description

Furnish all materials, labor and equipment to apply green color cycle lane coating. This item includes all work necessary to prepare existing asphalt pavement, approximately 500 square yards

Item 12336-103-01-35 - BASE BID TOTAL: Limerock Base (8-inch)
Lot Description BASE BID TOTAL
Quantity 100 square yard
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 8 inch thick compacted limerock base.

Item 12336-103-01-36 - BASE BID TOTAL: Limerock Base (12-inch)
Lot Description BASE BID TOTAL
Quantity 100 square yard
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 12 inch thick compacted limerock base in 2 - 6 inch lifts

Item 12336-103-01-37 - BASE BID TOTAL: Clearing and grubbing
Lot Description BASE BID TOTAL
Quantity 100 square foot
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment for clearing and grubbing

Item	12336-103-01-38 - BASE BID TOTAL: Bicycle Sharrows
Lot Description	BASE BID TOTAL
Quantity	20 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic sharrows. This item includes temporary painting.

Item	12336-103-01-39 - BASE BID TOTAL: Bicycle Symbols
Lot Description	BASE BID TOTAL
Quantity	20 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic symbols. This item includes temporary painting.

Item	12336-103-01-40 - BASE BID TOTAL: Speed Humps (Flat Top 22x24)
Lot Description	BASE BID TOTAL
Quantity	5 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

Furnish all materials, labor, and equipment to demolish and restore flat top profile speed humps, 22-feet long by 24-feet wide.

Item	12336-103-01-41 - BASE BID TOTAL: Speed Humps (Round Top 12x24)
Lot Description	BASE BID TOTAL
Quantity	5 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

Furnish all materials, labor, and equipment to demolish and restore rounded top profile speed humps, 12-feet long by 24-feet wide.



AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 17.

ITEM: Consideration and approval to piggyback off the Punta Gorda Contract/Services Agreement with HG2 Emergency Lighting to outfit six (6) new police vehicles with emergency lights and equipment in the amount of \$58,968, pursuant to Section 2-1(6) of the Town Code.

DESCRIPTION:

The Town Council of Bay Harbor Islands approved the procurement of new police department vehicles. The budget item's approval allowed the police department to replace older vehicles in the fleet. Police vehicles are required to function with proper emergency equipment. Along with the procurement of the new vehicles, the adopted 2022 budget, also allowed for emergency equipment installation which will include emergency lights and equipment for the six (6) vehicles, including cage packages. The vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this contract will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles perform flawlessly.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The City of Punta Gorda and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the six (6) vehicles with emergency lights and equipment.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Adopted Fiscal Year 2022 Budget appropriated \$36,000 expenditures for New Patrol Vehicles Emergency Lighting and Installation, and \$45,000 for Vehicle Replacement Program. In addition, the carry-forwards were approved by the Town Council and included \$2,100 in PD Vehicle Gun Racks, \$50,000 in Vehicle Replacement Program, and \$3,800 in Vehicle Outfitting. In total, \$55,900 was carried forward for vehicles. There will be no additional Fiscal Impact for the FY 2022 Budget.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Outfitting of emergency lights and equipment for new vehicles	01/01/2022	\$58,968	301.5210.400064.000		\$0.00

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police

ATTACHMENTS

1.	Request for Contract Extension Punta Gorda
2.	Estimate (No. 3167) from HG2 Emergency Lighting
3.	Piggyback- Punta Gorda Contract / Agreement_HG2.pdf.pdf
4.	Memo Emergency Equipment



CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

REQUEST FOR CONTRACT EXTENSION

CONTRACT: #Q2015110/EQ-PDVEHEQ/1516

CONTRACT DESCRIPTION: Police & Rescue Vehicle Equipment

CURRENT PERIOD: 3/1/2016 - 2/28/2022 (6 years year(s))

EXTENSION PERIOD: 3/1/2022 - 8/31/2022 (6 months)

CONTRACTOR: HG2 Emergency Lighting - ATTN: Ali Bhojani
477 N. Semoran Blvd
Orlando, FL 32807

Extension of the Agreement is contingent upon acceptance to extend by the Procurement Manager, and/or City Manager.

VENDOR APPROVAL:

Being an authorized representative of the above named vendor, I do hereby authorize the extension of the referenced Agreement on a month by month basis UP TO six (6) months, and at the same terms and conditions for the extended period stated above.

Authorized Signature

Ali Bhojani

Title

02/17/21

Date



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Estimate

Date	Estimate No.
04/25/22	3167

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	04/25/22	

Item	Description	Quantity	Cost	Total
Misc	Full Cage Patrol Package A	2	13,825.71	27,651.42
Discount	25% Contract Q2015110 Plus Additonal 5% Loyal Customer Discount (30% total)		-8,295.42	-8,295.42
Misc	Half Cage Patrol Package B	4	14,147.14	56,588.56
Discount	25% Contract Q2015110 Plus Additonal 5% Loyal Customer Discount (30% total)		-16,976.56	-16,976.56
	Sales Tax		0.00%	0.00
			Total	\$58,968.00

AGREEMENT #Q2015110/EQ-PDVEHEQ/1516
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the 3rd day of MARCH in the year 2016 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter "**CITY**") and

HG2 Emergency Lighting
477 N. Semoran Blvd.
Orlando, FL 32807
407-426-7700

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - COMMODITIES

Furnish and deliver all commodities in accordance with the Agreement Documents at the unit prices stated in Exhibit A to this Agreement.

The City reserves the right to delete manufacturers from this contract as may be required.

The City reserves the right to add manufacturers to the contract. The City's Procurement Division and the CONTRACTOR will negotiate the minimum discount for manufacturers to be added to this Agreement.

ARTICLE 2. - CITY STAFF RESPONSIBILITIES

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR - Chelsey Rodgers, Purchasing Agent, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. - TERM AGREEMENT

A. **AGREEMENT TERM:** This Agreement shall be for a three (3) year period, which shall commence March 1, 2016. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual service shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract

may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. SEPARATE PURCHASE ORDER: CONTRACTOR will receive a separate purchase order as commodities and/or services are required, at prices quoted per the Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – DELIVERY TIMEFRAME

The CITY and the CONTRACTOR mutually agree to a delivery timeframe stated in Exhibit A, for delivering of commodities, which shall begin after receipt of a valid order.

The CITY and the CONTRACTOR mutually agree to lead time for delivery of equipment for specific manufacturer(s) will be defined in Exhibit A.

The CITY will place the order for the required equipment and provide a date for delivery to the CITY's receiving agent. The CITY will attempt strategic order placement to eliminate the need for the equipment to be stored at the CONTRACTOR's location awaiting delivery to the City's receiving agent.

The CONTRACTOR will be required to deliver the equipment to the CITY's receiving agent within two (2) business days of stated delivery date.

Delivery of materials shall be between the hours of 8:00 a.m. – 3:30 p.m., Monday through Friday to the CITY's contracted vendor for equipment installation. In some circumstances delivery may also be to a City facility. In the event delivery is attempted outside of the above referenced delivery time frame, the CITY nor the CITY's Receiving Agent will not be responsible for any additional expenses incurred for re-delivery. Each delivery is to include a packing slip clearly annotating the purchase order number, quantity, part number, and description. Items are to be properly identified with part numbers. CONTRACTOR shall be responsible for all items covered within this contract until they are delivered and accepted at the designated delivery point (F.O.B. Destination). CONTRACTOR shall bear all risk on rejected or damaged items after notice of rejection. Such items must be removed by and at the expense of the CONTRACTOR.

ARTICLE 5. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 6. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: CITY'S CONTRACTED VENDOR FOR EQUIPMENT INSTALLATION". In some circumstances, delivery may also be to a City facility.

Agreement prices shall be net of all freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A.

B. PRICE ADJUSTMENTS:

1. The minimum percentage discount will remain fixed for the term of the agreement.
2. All shipping cost to the CONTRACTOR shall be compensated by the City as a pass thru cost based on the CONTRACTOR's invoice.

ARTICLE 7. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are 2% 10, Net 30. The method of payment is by credit card.

B. The CONTRACTOR's invoice must include a copy of the MSRP/List price for each item purchased and include all CONTRACTOR's invoices for shipping costs. Failure to submit required documentation will delay the payment process until all documentation is received by the CITY to process payment.

1. Shipping costs from manufacturer to the CONTRACTOR – A copy of the CONTRACTOR's invoice with the applicable shipping cost must be attached to the CITY's invoice; and
2. Shipping costs from the CONTRACTOR to the CITY's receiving Agency or CITY Facility - A copy of the CONTRACTOR's invoice with the applicable shipping cost must be attached to the CITY's invoice.

C. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

D. **INVOICES:** Invoices shall bear upon their face the Purchase Order number. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. Unit prices shall include all transportation and delivery charges must be prepaid in full to destination.

E. **PRICE/SALES TAX:** Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

ARTICLE 8. – WARRANTY/GUARANTEES

A. **COVENANT AGAINST GRATUITIES:** CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it could pursue in the event of CONTRACTOR's default.

B. **PRODUCTS WARRANTY.** Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in the solicitation package.

C. **MERCHANTABILITY WARRANTY.** The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.

ARTICLE 9. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the resulting Agreement shall be made in writing and are subject to written acceptance by the appropriate level of City authority.

B. The following the Change Order Authority Levels for the CITY.

1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total contract price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.
2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
3. City Council - the City Council shall approve change orders for exemption contract that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 10. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR shall be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
2. CONTRACTOR shall hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR shall hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this contract IF their business is physically located within the city limits.
3. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
4. CONTRACTOR shall comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.
5. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
6. EQUAL EMPLOYMENT OPPORTUNITY: City of Punta Gorda, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:
 - a. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
 - b. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - c. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
 - d. City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

7. Contract Work Hours/Safety Standards Act. CONTRACTOR shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

8. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

9. Competent Personnel. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 11. - MISCELLANEOUS

A. **PUBLIC RECORDS COMPLIANCE** All governmental contracts and agreements are required to be maintained for a period of five (5) years after the expiration of the contract or agreement. Therefore the CONTRACTOR shall be required to retain all records relating to the resulting contracts for the same period of time after expiration this Agreement. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and records retention period.

B. **CITY'S RIGHT TO AUDIT.** The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and in accordance with Public Records requirement established for the retention period.

C. **AUDIT DISALLOWANCES.** If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY shall notify the CONTRACTOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. **SETTLEMENT OF DISPUTES**

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. **SUBSTITUTIONS.** In the event the CONTRACTOR, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the contract price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

F. **Material Safety Data Sheet, MSDS.** In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

G. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

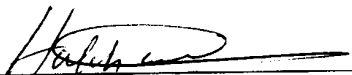
H. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

I. **ATTORNEY'S FEES.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

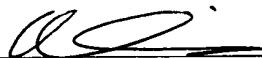
IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of the Agreement Documents have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.



Witness

Address for giving Notices:
477 N. Semoran Blvd.
Orlando, FL 32807

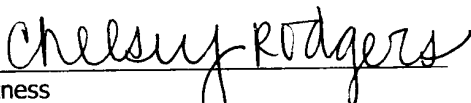
CONTRACTOR – HG2 Emergency Lighting

By: _____

Print Name: Ali Bhojani

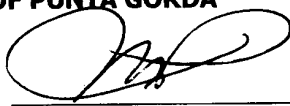
Date: 02/26/16

CITY OF PUNTA GORDA



Witness

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

By: _____

Print Name: Mary H. Pace, Procurement Manager

Date: 3/3/16

EXHIBIT A
CONTRACT – Police & Rescue Vehicle Equipment
AGREEMENT #Q2015110/EQ-PDVEHEQ/1516
INITIAL PERIOD ☒ RENEWAL PERIOD ☐ EXTENSION ☐
CONTRACT PERIOD: 03/01/2016 THRU 02/28/2016
PRICES EFFECTIVE THROUGH: 02/28/2017

Chelsey Rodgers, CONTRACT ADMINISTRATOR – crodders@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

PURCHASING REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a BPO
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

AWARDED VENDOR: HG2

PAYMENT TERMS: 2% 10, Net 30

ACCEPT CREDIT CARDS: ☒ Yes ☐ No

ORDERING & DELIVERY TIME:

1. The CITY and the CONTRACTOR mutually agree to a delivery timeframe detailed below for delivering of commodities, which shall begin after receipt of a valid order.
2. The CITY will place the order for the required equipment and provide a date for delivery to the CITY's receiving agent. The CITY will attempt strategic order placement to eliminate the need for the equipment to be stored at the CONTRACTOR's location awaiting delivery to the City's receiving agent.
3. The CONTRACTOR will be required to deliver the equipment to the CITY's receiving agent within two (2) business days of stated delivery date.

Item	Manufacturer	Minimum % Off MSRP/List Price	Manufacturer Lead Time for Delivery (Calendar Days)	Vendor
1.	HG2	25%	7 days	HG2

SPECIFICATIONS

- a) Vendors shall provide a minimum discount from MSRP/Retail prices for various manufacturers for outfitting the City's Public Safety vehicles.
 - i) The Vendor shall be required to submit supporting the manufacturer's MSRP/Retail price documentation with their invoices for the City to verify the applicable minimum percentage was applied. Failure to submit supporting documents will result in a delay of payment for the invoice.
 - ii) The City will compensate the Vendor for documented shipping charges to the delivery site as a "pass through" charge on the invoice. Vendor shall be required to attach all inbound shipping cost invoices to the invoice if they are seeking compensation for such costs. Shipping charges will include and as applicable:
 - (1) Shipping costs from manufacturer to the Vendor – A copy of the Vendor's invoice with the applicable shipping cost must be attached to the City's invoice; and
 - (2) Shipping costs from the bidder to the City's receiving Agency or City Facility - A copy

of the Vendor's invoice with the applicable shipping cost must be attached to the City's invoice.

b) Order Placement:

- i) The City will place the order for the required equipment and provide a date for delivery to the City's receiving agent. The City will attempt strategic order placement to eliminate the need for the equipment to be stored at the vendor's location awaiting delivery to the City's receiving agent.
- ii) The vendor will be required to deliver the equipment to the City's receiving agent within two (2) business days of stated delivery date.

c) Assistance to City Staff

- i) The Vendor shall be required to work with City staff in determining the correct models for required equipment.
- ii) The Vendor will be expected to discuss new equipment offerings, including demonstrations, with City staff for possible inclusion in future purchases. All demonstrations must be on-site at a City facility and will be at no cost to the City.

d) Reserved Rights

- i) The City reserves the right to delete manufacturers from this contract as may be required.
- ii) The City reserves the right to add manufacturers to the contract. The City's Procurement Division and the Vendor will negotiate the discount for all added manufacturers to be added to this contract.



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 4/28/2022

From: Raul M. Diaz
Chief of Police

Subject: Consideration and approval of outfitting of
emergency lights and equipment for new vehicles

A handwritten signature in black ink, appearing to read "Raul M. Diaz".

The Town Council of Bay Harbor Islands approved the procurement of new police department vehicles. The adopted Fiscal Year 2022 Budget was budgeted for \$36,000 expenditures for New Patrol Vehicles Emergency Lighting and Installation, and \$45,000 for Vehicle Replacement Program. In addition, the carryforwards were approved by the Town Council which included \$2,100 in PD Vehicle Gun Racks, \$50,000 in Vehicle Replacement Program, and \$3,800 in Vehicle Outfitting. The total for vehicles is carryforward of \$55,900.

The budget item's approval will allow the police department to replace older vehicles in the fleet and outfit police vehicles which are required to function with proper emergency equipment. The emergency equipment installation will include emergency lights and equipment for the six (6) vehicles, including cage packages. If approved, the vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this contract will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles perform flawlessly and unobstructed.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The City of Punta Gorda and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the six (6) vehicles with emergency lights and equipment.

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 18.

ITEM: Discussion and possible amendment to the Town of Bay Harbor Islands Budget Calendar for the Fiscal Year of 2022-2023. Enclosed is a copy of the current approved Budget Calendar for the FY 2022-2023.

DESCRIPTION:

Discussion and possible amendment to the Town of Bay Harbor Islands Budget Calendar for the 2022-2023 Fiscal Year. The Budget Workshop, First Budget Hearing, and Final Budget Hearing dates need to be established. Enclosed is a copy of the current approved Budget Calendar for the FY 2022-2023.

A Council Member requested consideration be given to changing the June 8, 2022 Regular Council Meeting, which coincides with a graduation date. If the meeting is rescheduled, it would affect the June 8th Budget Workshop that was approved in the Budget Preparation Calendar on March 9th. The Budget Workshop is required to be included in the calendar, pursuant to the GASB regulations.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

No Fiscal Impact for this Agenda Item.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director
Peter Kajokas, Finance Director

ATTACHMENTS

1.	TBHI Budget Preparation Calendar FY 2023
----	--



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 TBD, 2022 (TBD, 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	July 27, 2022 (Wednesday 7:00PM)

Deleted: 8

Formatted: Highlight

Formatted: Highlight

Deleted: Wednesday

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 TBD, 2022

Budget Summary and Notice of Hearing Published

September 16, 2022

Special Council Meeting Second Public FY 2023 Budget Hearing

September TBD, 2022

Fiscal Year 2023 Begins

October 1, 2022

First Public Hearing dates of: Miami-Dade County (September 08) Miami-Dade County School Board (July 27)

Deleted: xx

Deleted: xx

Second Public Hearing dates of: Miami-Dade County (September 20) Miami-Dade County School Board (September 07)

Deleted: xx

Deleted: xx

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 19.

ITEM: Discussion and **possible** action regarding the BC-160 Broad Causeway Drawbridge Replacement (#875101)-SR-922 – Concept Design RFQ.

DESCRIPTION:

The Evaluation Committee will hold a meeting on May 9th to hear presentations from the proposers. A Cone of Silence is in effect by Section 2-11.1(t) of the Miami-Dade County Code, as adopted by Section 2-1.4 of the Town Code, until the Town Manager makes a written recommendation to the Town Council. Documents pertaining to this item will be provided as soon as possible after the May 9th meeting.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

May 11, 2022

ITEM NUMBER: 20.

ITEM: Discussion and **possible** action on the Shuttle / On-Demand program for the Town of Bay Harbor Islands.

DESCRIPTION:

Several months ago, the Town issued a Request for Proposals (RFP) for Shuttle and On-Demand Transportation Services. The RFP focused on two service components: Shuttle Transit Services and On-Demand Transit Services. The Shuttle Transit Service component consists of the use of shuttle vehicles to provide transit services along the Surf-Bal-Bay Shuttle Route. The On-Demand Transit Service consists of operating electric vehicles to provide passengers first/last mile transportation when requested through a ride-hailing application. The Shuttle and On-Demand services were priced separately in the RFP. The two responsive bidders were Freebee and Bus.com. Both firms are very qualified as to the requested services. The Town developed a selection committee to review these responses. This selection committee met and ranked each proposer according to specific criteria: qualification & experience, structure and size, safety, pricing etc.

The Committee ranked Freebee as the highest scoring respondent. Therefore, the Committee recommended that the Town of Bay Harbor Islands enter into contract discussions with Freebee for the Shuttle and/or On-Demand services. The funding for this service would be partially obtained from a Public Transportation Grant Agreement. This grant is a matching grant that will provide the Town of Bay Harbor Islands with up to \$150,000 in monies through 12/2022 to be used for these services. At the January 19, 2022 meeting, the Town Council approved a contract with Freebee for On-Demand Transportation Services in the Town subject to (i) the town attorney approval of modifications to the contract regarding the elimination of the shuttle component, (ii) the On Demand scope of service and the geographic area being revised, (iii) the cost of the transportation services being split with Bal Harbour and Surfside equally or split 50-50 with the Surfside. Following the January 19, 2022 meeting, Assistant Manager Jenice Rosado and I have held several discussions with representatives from Bal Harbour and Surfside regarding the On-Demand Transportation Services. This week, we were advised, as well as Surfside, that Bal Harbour will be doing the On Demand service by themselves since they only want their geo fence to include Bal Harbour and only the commercial areas in Surfside and along Kane concourse in Bay Harbor Islands. They noted, however, that they want to share an ADA vehicle. Following Bal Harbour's notification, Surfside is reconsidering their position and have chosen to extend their current Shuttle. Staff needs guidance from the Town Council. Would you like Staff to pursue an OnDemand service that only serves Bay Harbor Islands residents. In addition, would you like to continue long term the shuttle service in Town (either through the existing provider or another provider). At the moment, the Town is on a month-to-month contract with Limousing of South Florida for our existing Shuttle Service.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Annual Pricing Options Below from Freebee

Original RFP Pricing (for 2 shuttles and 2 On-Demand vehicles shared amongst all three municipalities):

On-Demand (2 vehicles): \$202,092.80

Shuttle (2 Shuttles): \$239,824.00

Modified Pricing (based on 1 dedicated On-Demand vehicle for Bay Harbor and a possibly 1 shared ADA On-Demand vehicle):

56 Hours Per Week

(1) Tesla On-Demand Vehicle: \$106,066

*Includes 1/3 share of ADA vehicle

*If ADA vehicle isn't shared between municipalities, add \$10,048 to the annual cost

or

70 Hours Per Week

(1) Tesla On Demand Vehicle: \$122,239

*Includes 1/3 share of ADA vehicle

*If ADA vehicle isn't shared between municipalities, add \$10,048 to the annual cost

Total amount of budgeted funds for our existing shuttle service with LSF:

\$128,000 annually

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

None