

TOWN OF BAY HARBOR ISLANDS

June 13, 2016

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER: 7:15 PM

PLEDGE OF ALLEGIANCE:

1. Raffaella "Raffy" Swail, 3rd Grade Student from Ruth K. Broad Bay Harbor K-8 Center

ROLL CALL

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

2. **Consideration** of a request for an appointment to fill a vacancy to the Planning & Zoning Board by residents Terri D'Amico, Nicole Gomez, Miguel Rionda, Robert Saland and Michael Falke. Enclosed find copies of the applicants resumes.
3. **Consideration** of a recommendation by the Parks and Recreation Committee to dedicate a bench to former Councilmember Doris Marano and placed on the causeway island.
4. **Consideration** and possible **action** to dissolve the Environmental Impact Committee. Enclosed find a letter from Chairperson Vincent Martino.

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

5. **Approval** of Minutes for the following Meetings:
 - a. May 11, 2016 - Organizational Meeting
 - b. May 11, 2016 - Regular Council Meeting
6. **Consideration** and **Approval** of a construction trailer to be located at 1150/52 - 102 Street as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the application and supporting documents.
7. **Approval** of an Inter Local Agreement with Miami-Dade County for the reimbursements of the Municipal Parking Fines Program. Enclosed find a copy of the proposed agreement and supporting documents.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

8. **Consideration** and **approval** of an ordinance on first reading amending section 23-12 entitled general provisions to modify sub-section 23-12(6)(a) related to the allowable height of docks. Enclosed is a staff report from Town Planner Michael Miller and a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS TO MODIFY SUB-SECTION 23-12(6)(a) RELATED TO THE ALLOWABLE HEIGHT OF DOCKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approval

POLL VOTE

9. **Consideration and approval** of an ordinance on first reading amending Section 24-16 entitled minimum landscape standards, to modify the landscape requirements for compliance by nonconforming properties. Enclosed is a report from the Town Planner Michael Miller and a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S CODE OF ORDINANCES ENTITLED PROPERTY MAINTENANCE STANDARDS; AMENDING SECTION 24-16 ENTITLED MINIMUM LANDSCAPE STANDARDS, TO MODIFY THE LANDSCAPE REQUIREMENTS FOR COMPLIANCE BY NONCONFORMING PROPERTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

10. **Consideration and Approval** of an ordinance on **first** reading amending Chapter 16 of the Town Code, providing for a renewed eligibility window for the participation of the Town Manager to the Employees Retirement System. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A RENEWED ELIGIBILITY WINDOW FOR THE PARTICIPATION OF THE TOWN MANAGER IN THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

11. **Consideration** and **approval** of an ordinance on **first** reading amending Chapter 16, of the Town Code entitled Employees Retirement System providing for compliance requirements for prior military and police service. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR THE USE OF PREMIUM TAX REVENUES PURSUANT TO CHAPTER 185, FLORIDA STATUTES; PROVIDING FOR CONTINUED COMPLIANCE WITH THE REQUIREMENTS FOR QUALIFIED PLANS UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE; PROVIDING FOR PURCHASE OF CREDITED SERVICE FOR PRIOR MILITARY AND POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

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

12. **Discussion** and possible action on two (2) bids that were received on the possible sale of parcel of property located on the NW corner of West Bay Harbor Driven and 95th Street. Enclosed find a copy of the 2 proposals.

STAFF RECOMMENDATION: Re-advertised the Request for Proposal.

13. **Approval** of a proposal from Field Turf USA, Inc. to replace the grass field at the Officer Scott Winters (98 Street) Park with field turf in the amount of \$156,694.87.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration** and **Approval** of an award of contract to R&D Electric in the amount of \$363,596 to supply and install the lighting fixtures for the Shepard Broad Causeway Bridge. Enclosed find a copy of the bid documents and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

15. **Approval** of Change Orders 17, 18, 19 and 20 in favor of M&J Construction of Pinellas County Inc. in the total amount of \$1,945,118.18. Enclosed find copies of the change of orders.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

16. **Discussion and possible action** requested by Mayor Leonard regarding the installation of safety lights at critical intersections in the town. Enclosed find a copy of the quote and supporting documents.

STAFF RECOMMENDATION: Council Discretion

17. **Discussion** requested by Mayor Leonard regarding the upcoming 70th Anniversary of the Town's incorporation April 28, 1947.

STAFF RECOMMENDATION: Council Discretion

18. **Discussion** and possible action requested by Council Member Fuller on a design submitted by Calvin, Giordano & Associates for a possible Dog Park to be located on Kane Concourse and West Broadview Drive. Enclosed find the cost estimate and sketch that was provided by Calvin, Giordano & Associates.

STAFF RECOMMENDATION: Council Discretion

19. **Discussion** requested by Council Member Fuller of our lobbying approach, and the possibility of engaging additional lobbying services in Tallahassee.

STAFF RECOMMENDATION: Council Discretion

20. **Discussion and possible action** of a recommendation from the Board of Trustees (Retirement Board) regarding possible enhancements to the General Employees benefits under the retirement plan.

STAFF RECOMMENDATION: Council Discretion

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

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

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 2.

ITEM: Consideration of a request for an appointment to fill a vacancy to the Planning & Zoning Board by residents Terri D'Amico, Nicole Gomez, Miguel Rionda, Robert Saland and Michael Falke. Enclosed find copies of the applicants resumes.

DESCRIPTION:

The Town Clerk's Office received 5 request for appointment to the Planning & Zoning Board for the following residents:

- * Terri D'Amico
- * Michael Falke
- * Nicole Gomez
- * Robert Saland
- * Miguel Rionda

Attach is a copy of the applicants resume and supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	PNZ Request	PnZ request for appoitment.pdf
2.	Michael Falke	PNZ request - michael falke.pdf

Marlene Siegel

From: Teri D'amico - D'amico Design Associates <teri@dadausa.com>
Sent: Wednesday, February 17, 2016 1:24 AM
To: Marlene Siegel
Subject: Application for Planning and Zoning board

Marlene, I would like to apply for the open position on the P&Z board. Please submit my credentials below. Thank you. Teri

Dear Bay Harbor Island Commissioners-

I have been a resident of Bay Harbor Island for over 23 years and I would like to be considered for the open position on the town's Planning and Zoning Board.

I have three design related degrees in Architectural Studies, Interior Design and Art & Design Education. I am a Florida registered Interior Design, as well as NCIDQ certified. I have been working for NYC, Miami and International, award winning Architects for over 29 years. I was an Adjunct Professor at FIU School of Architecture, where I taught Construction Drawings in AutoCAD, Hospitality Design and course on and with renown Miami architect, Morris Lapidus. I received the key from the City of Miami Beach for my outstanding work on the city's architectural Design Review Board.

I am principle and owner of an award winning design firm specializing in South Florida and Caribbean Luxury resorts. I have provided project management for condos and hotels that have exceeded 60 million dollars. Many of our projects are continuously on Travel & Leisure, Conde Naste Traveler, NY Times Travel, Robb Report, Fodors, (just to name a few) Top Hotel lists and featured on CBS Morning News, Luxury Hotelier Magazine and Architectural Digest.
<http://www.petitstvincent.com/press-news/press/2011.html>

In 2007, Journalist Nina Korman and I volunteered to surveyed and identified the significant buildings of the Mid-Century period in Bay Harbor Islands. We researched the building dates and architects, which lead to a non-profit organization publishing a book written by both of us. My research gave me the unique opportunity to interview Shepard Broad, founder of the BHI, on his concepts and theory on how he developed the island.
<http://www.docfoc.com/bay-harbor-islands-mimo-architecture-of-a-mid-century-town>

In 2012 I was hired by the Town of Lauderdale by the Sea, LBTS, to write their Architectural guidelines and create the city official paint color chart. LBTS is also a small waterfront town that has a similar architectural style.
http://www.lauderdalebythesea-fl.gov/webfilemag/DAX_lbtsADS2015.html#p=1

I was also a professional consulted for the City of Miami Beach Planning Department's architectural guideline for their Mid-Century architecture and website.
<http://www.mimoonthebeach.com/index.html>

In 2001, I curated a traveling architectural photography exhibition and was editor of the first publication on Miami Mid-century architecture, Beyond the box.
<http://mimoonthebeach.com/beyondthebox/intro.html> and a contributor to MiMo Revealed,
<http://www.amazon.com/MiMo-Revealed-Eric-P-Nash/dp/0811842045>
<http://miamimodern.net/what-is-mimo/>

Please consider my educational, professional, my volunteer work and expertise in Bay Harbor Island architecture. I have applied for the Planning and Zoning Board position since its inception, since that time only one woman has been appointed to a Planning & Zoning Board. I feel that more woman, as well as residents of the East Island on the town's board would benefit the town and should be represented in the development decision making of the East Island.

Thank you for your time and consideration.

Teri D'Amico,
9101 East Bay Harbor Drive- 206
Bay Harbor Islands, FL 33154

Phone: 305-527-5455

Email: teri@dadausa.com

Marlene Siegel

From: Nicole Gomez <nvg827@gmail.com>
Sent: Thursday, March 31, 2016 4:13 PM
To: Marlene Siegel
Subject: Applicant for the Planning & Zoning Board
Attachments: Nicole Gomez Resume_GA.pdf

Good afternoon,

I would like to be considered for the Planning and Zoning Board. Attached hereto, please find my resume.
Thank you!

Nicole Gomez
(786) 431-7722

Nicole Gomez

10350 West Bay Harbor Drive, Unit 2P • Bay Harbor Islands, Florida 33154 • Telephone: (786) 431-7722 • ngomez827@yahoo.com

GOVERNMENT AFFAIRS PROFESSIONAL

Florida Bar Certified Paralegal and Government Relations professional with 10+ years of political and organizational experience. Ability to provide executive-level administrative support by utilizing a specific skill set to assist attorneys and elected officials. Advanced knowledge in preparing, drafting and executing a wide range of legal documents with the ability to conduct extensive analysis to support the day-to-day process involving sensitive issues. Possess exceptional written & verbal communication skills in both English and Spanish and an active listener with strong interpersonal communication and multi-cultural skills due to extensive travel and exposure throughout Europe and Latin America.

EDUCATION & QUALIFICATIONS

NOVA SOUTHEASTERN UNIVERSITY, Davie, Florida

OCTOBER 2014 - PRESENT

- Master's in Public Administration Arts, State and Local Government

UNIVERSITY OF CENTRAL FLORIDA, Orlando, Florida

DECEMBER 2012

- Bachelors of Arts (B.A.): in Political Science, Pre-Law Track
- Phi Alpha Delta Pre-Law

CERTIFICATIONS

- Florida Registered Paralegal (2011)
- State of Florida Notary Public (2004 - 2016)

PROFESSIONAL EXPERIENCE

CITY OF NORTH MIAMI BEACH, North Miami Beach, FL

NOVEMBER 2014 - PRESENT

CHIEF OF STAFF TO MAYOR AND COUNCIL

- Maintain the Mayor and Council's day-to-day operations, budget, and legislative priorities and assist with constituency and intergovernmental relations.
- Facilitate communication with the City Manager, City Attorney, City Clerk, Department Directors, representatives of other governmental agencies and members of the community.
- Collaborate with all stakeholders to ensure effective implementation of major City of North Miami Beach initiatives.
- Resolve constituent issues by working diligently with all department directors.
- Provide leadership on matters of communication strategy, social media and messaging with the City's media consultant Brian Andrews.
- Coordinate and perform public and community relations activities such as preparation of news releases, referral to media inquiries, coordinating arrangements for recognition events.
- Serve as the Editor in Chief for the Award Winning *Cityline* newsletter.
- Drive the social media component for the City of North Miami Beach by promoting and marketing the city's signature events, groundbreakings and ribbon cuttings via Facebook and Twitter.
- Assist and attend City Council meetings as required and prepare correspondence resulting from Council action such as letters, resolutions and ordinances.
- Support and partner with the City Manager and other members of the Executive team and carry out the City's Strategic Plan.
- Anticipate the needs of the Mayor, City Council, City Manager and Department Directors and provides the appropriate support and guidance to ensure the team is operating efficiently and effectively.
- Work with legislative staff and city consultants to draft annual state funding requests, other correspondence related to State and Federal legislative affairs and policy.
- Travel to Tallahassee as necessary with the Mayor, Council and City Manager to meet with key legislators for annual state funding requests.

Nicole Gomez

10350 West Bay Harbor Drive, Unit 2P • Bay Harbor Islands, Florida 33154 • Telephone: (786) 431-7722 • ngomez827@yahoo.com

REPUBLICAN PARTY OF FLORIDA, Boca Raton, FL

APRIL 2014 - NOV. 2014

Deputy Director: Palm Beach, Martin and St. Lucie Counties Rick Scott for Florida Campaign

- Responsible for carrying out the day-to-day operations for the Governor's reelection campaign.
- Recruited and trained a team of over 200 grassroots volunteers.
- Implemented an aggressive volunteer recruitment and retention program that allowed the campaign to build an effective and reliable voter contact program.
- Developed grassroots political relationships with local community leaders.
- Interfaced with statewide and local campaigns to build a multifaceted GOTV program.
- Executed over 300,000 GOTV phone calls and engaged over 300,000 doors in the tri-county area.
- Consistently recognized in the top 10 offices statewide for GOTV metrics.
- Ensured reporting protocols were followed to provide up-to-date data and information to campaign leadership.

LAW OFFICE OF ISAAC BENMERGUI, P.A., Bay Harbor Islands, FL

JANUARY 2014 - APRIL 2014

Litigation Paralegal to Lauren Luck, Esq.

- Drafted Complaints, Answers, Motions, Stipulations, Dismissals and Extension of Time in Civil/Foreclosure matters including, but not limited to, notice to set, to continue, and of deposition.
- Filed any and all pleadings via Florida Courts E-Filing Portal and provide e-Courtesy copy to judges.
- Assisted attorney with landlord/tenant disputes by drafting eviction letter, summons, complaints with respective county, Default Final Judgment and Writ of Possessions.

THE CHILDREN'S COURTHOUSE, Miami, Florida

FEBRUARY 2007 - JUNE 2013

Judicial Assistant to Honorable Cindy S. Lederman

- Served as Administrative Judicial Assistant from 2007 - 2009 and ensured dependency division JA's were up-to-date with new court policies and procedures.
- Conducted research on collection of relatively complex & intricate legal issues.
- Drafted legal documents during demanding situations with minimal time limits.
- Reviewed confidential documents & sensitive case files for accuracy, ensuring the judge has valid copy of proper Motions and Level of Care Assessments (LOC) before scheduled hearings.
- Maintained professional competence during frequent interactions with judges, offices of the Clerk of Court, State Attorney, Public Defender, law clerks, state and local law enforcement, witnesses, bailiffs, criminal justice and social service professionals such as case managers, protective investigators & the general public.
- Notarized Termination of Parental Rights surrenders and accessed Driver and Vehicle Information Database (D.A.V.I.D) to locate proper parental identification as needed.
- Performed variety of vital administrative and managerial operations that enable smooth transactions.
- Organized & scheduled motions for special set hearings utilizing Extranet & Odyssey
- Received, reviewed, distributed & filed incoming mail and compose responses to routing correspondence.
- Analytically prepared & managed judge's judicial calendar to ensure optimal time management efficiency.
- Coordinated & planned conferences and committee meetings to discuss legal matters in confidence
- Communicated effectively with families in distress redirecting them to proper caring agencies.
- Prepared yearly financial disclosure forms, travel arrangements & travel reimbursement vouchers.

U.S. SENATOR MARCO RUBIO'S OFFICE, Doral, Florida

AUGUST 2012 - MAY 2013

Legislative Intern

- Assisted Director of Special Projects in monitoring legal developments in matters relating to foreign policy, particularly those of Cuba, Central America & Middle East.
- Collaborated with staff members, researched & drafted memoranda with regards to Human Rights Violation, Human Trafficking & acts against humanity around the globe.

Nicole Gomez

10350 West Bay Harbor Drive, Unit 2P • Bay Harbor Islands, Florida 33154 • Telephone: (786) 431-7722 • ngomez827@yahoo.com

LAW OFFICE OF WOODROW "MAC" MELVIN, JR., P.A., Miami, Florida

JULY 2005 – MAY 2006

Legal Secretary

- Prepared case pleadings involving Commercial Litigation on behalf of attorney
- Assisted attorney with private investigations & completed extensive legal research in Lexis Nexis
- Drafted correspondences, discovery requests/responses, settlements, motions, subpoenas & appellate briefs
- Reviewed case deadlines in Circuit Court, Third District Court of Appeals, & in Florida Supreme Court
- Prepared & maintained trial notebooks and documents for use in preceding hearings and trials
- Delivered confidential administrative and personal assistant duties such as scheduling appointments, depositions and mediations for clients & special appearances before judges
- Drafted letter compositions, completed high-volume filing & delivered exceptional client services

BANDER AND ASSOCIATES P.A., Miami, Florida

APRIL 2005 - JUNE 2005

Client Support

- Assisted paralegals with preparation of immigration documentation utilizing Law Logix system
- Increased operational productivity by streamlining client data through complete database organization
- Generated series of forms to Department of Citizenship & Immigration allowing clients to receive residency card or change of visa status

LAW OFFICES OF HOSS HERNANDEZ, P.A., Miami, Florida

JULY 2002 - MARCH 2005

Legal Assistant

- Drafted petitions, motions and complaints for matters relating to Family Law, Criminal & Civil Law
- Prepared traffic case motions, assessed case deadlines, hearing calendars & court docket reports in preparation for upcoming hearings and/or trials
- Incorporated and dissolved entities with the Florida Division of Corporations
- Assisted clients with preparation of interrogatories
- Performed comprehensive office duties such as setting appointments, depositions & mediations, answering of telephones, letter dictation and customer service

LANGUAGE SKILLS

Bilingual fluent proficiency with speaking, writing & proofreading skills in English & Spanish
Proficient comprehension & Working Knowledge of Portuguese

AREAS OF EXPERTISE

Internet Research Skills	Administrative Office Support	Travel, Meeting and Event
Document Transcription	Efficient Calendar Management	Arrangements

TECHNICAL EXPERTISE

Microsoft Office 2007-2016 & 365	Lexis Nexis & Westlaw	Double Time Program
PowerPoint, Excel, Outlook, Word, & Word Perfect	PACER	56 Words per Minute
Photoshop		

Marlene Siegel

From: Robert Saland <bobby@landmarkco.net>
Sent: Tuesday, May 10, 2016 2:47 PM
To: Marlene Siegel
Subject: Planning and Zoning Board
Attachments: RFS Resume.pdf; 9448 W Broadview Front.JPG; 9448 W Broadview Rear.JPG; City Crossing.jpg; Circle Creek.jpg; Woodside Oaks.jpg

Marlene

I have been a property owner in Bay Harbor since 2010 and completed our home at 9448 West Broadview in 2014, which is our full time residence. I have been developing properties in South Florida for over 30 years. Attached is a brief resume, front and rear photo of our Bay Harbor home and some multifamily projects I developed. I usually sit on the other side of the table when it comes to planning and zoning but I have been through the process many times. We are proud to call Bay Harbor our home and I would like to volunteer for the position on the planning and zoning board.

Thank you

Robert Saland
Landmark Companies
3050 Biscayne Blvd. Suite 300
Miami, Florida 33137
Work 305 538 9552 ext 108
Cell 305 502 9552

ROBERT F. SALAND

3050 Biscayne Blvd. Suite 300
Miami, Florida 33137
(305) 538-9552, Ext. 108

Key Accomplishments

- Founder of LANDMARK COMPANIES, INC. & LANDMARK DEVELOPMENT CORP.
- Historic restoration of over 300 units in Miami Beach's Art Deco District
- Acquisition and restoration of over 300 units in New York City.
- Developed an environmentally sensitive 50 acre ocean-front sub-division in East Hampton, N.Y.
- Developed over 4,000 apartments in South Florida

Professional and Community Affiliations

- Founder – Jackson Memorial Hospital
- Founder - Mount Sinai Hospital
- Member - Westview Country Club
- Lecturer - University of Miami Law School
- Affordable Housing Advisory Committee

Properties Developed Condominium

Meridian Court Condominium Miami Beach, FL	28 Units	The Roosevelt Condominium Miami Beach, FL	37 Units
900 Meridian Condominium Miami Beach, FL	24 Units	The Chelsea Condominium Miami Beach, FL	24 Units
The Sails Condominium Miami Beach FL	52 Units	Coral Key Condominium Margate, FL	364 Units
Mirassou Condominium Miami, FL	310 Units		

Affordable Housing Developments

Sunrise Commons Miami-Dade County, FL	106 Units	Woodside Oaks Miami-Dade County, FL	103 Units
Emerald Dunes Miami Gardens, FL	141 Units	Pine Meadows Jacksonville, FL	224 Units
London Arms Miami Beach, FL	58 Units	Stirling Apartments Davie, FL	251 Units
Riviera Plaza Miami Beach, FL	56 Units	Running Brook Miami-Dade County, FL	186 Units
Cedar Grove Miami Gardens, FL	288 Units	Park Villas Titusville, FL	160 Units
Lakeside Commons West Palm Beach, FL, FL	99 Units	City Vista Fort Lauderdale, FL	108 Units

City Heights Miami, FL	98 Units	Westgate Plaza West Palm Beach, FL	80 Units
City Crossings Miami, FL	103 Units	Quiet Waters Palm Beach County, FL	93 Units
Hampton Village Miami, FL	100 Units	Circle Creek Miami-Dade County, FL	100 Units
Willow Lake Miami-Dade County, FL	121 Units	Keys Crossing Miami-Dade County, FL	100 Units
Portland St. Petersburg, FL	68 Units	Dunbar Village West Palm Beach, FL	340 Units
Malibu Gardens Miami-Dade County, FL	259 Units		











MR. Architect, LLC
Miguel Rionda, Architect, AR 94189

16300 NE 19th Avenue, Suite 211, North Miami Beach, FL 33162

c: 305-527-8815

miguel@mr-architect.com

www.mr-architect.com

5/19/2016

Bay Harbor Islands Town Clerk
Marlene M. Siegel
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Planning and Zoning Board Member

Dear Marlene,

Please let this be my letter of intent for the open position of the Planning and Zoning Board.

I am a registered resident in the town of Bay Harbor Islands. I reside at the address, 1101 98th Street, Apt. 4. Before that, I lived at 1075 93rd Street. I have been a resident for about 3 years now.

Please see my attached resume for my qualifications. I am a registered architect.

My interest has been piqued by my recent attendance at the last board meeting where the proposal for the Church by the Sea was presented to the Board.

Feel free to contact me at your convenience.

Regards,



Miguel Rionda, AIA, AR 94189,

MR. Architect, LLC, AA 26002308

16300 NE 19th Avenue, Suite 211 (Office Address)

North Miami Beach, FL 33163

miguel@mr-architect.com

305-527-8815

MR. Architect, LLC
Miguel Rionda, Architect, AR 94189

16300 NE 19th Avenue, Suite 211, North Miami Beach, FL 33162

c: 305-527-8815

miguel@mr-architect.com

www.mr-architect.com

Profile

Practicing Architect for 8 years in Miami-Dade and Broward Counties. Owner of private boutique architectural firm. Completed drawings are permits for countless clients. Active projects in Miami Beach, Bay Point, Pinecrest, North Miami, and City of Miami.

Skills

Can administer and execute presentation and construction drawings.
Thorough understanding of construction practices, engineering principles, and code standards.
Excellent communication and organizational skills.
Computer knowledge: AutoCAD (any version), Revit, Photoshop, Pagemaker, and Illustrator. Microsoft programs.

PROFESSIONAL Experience

In-house Architect, TGI Construction, Hollywood, FL - 2006-Present

MEI Condominium, 5875 Collins Avenue (currently under construction)
Coordinated field work of different construction trades for multi-million dollar condo high-rise. Worked directly with Supers and PM to resolve flaws in design documents. Performed estimating and pricing for several of the buy-outs on the project.

Project Manager, Coltrain and Jones Architects Inc., Miami, FL - 2005-2006

Martini Bar at the Shops at Sunset • Intercounty Laboratories Renovation
New Construction, Additions, and Renovations of South Florida Residences
In charge of several small scale projects in fast paced office. Responsible for starting, developing, and completing permit drawing sets. Informed engineers of project motives and coordinated changes. Responded to client's needs. Tracked status of projects through permitting and into construction. Worked directly with contractors to resolve various field conditions.

Project Architect, Arc-Tech Associates Inc., Miami, FL - 2003-2005

Turnberry Ocean Colony High-Rises I and II
Aventura Mall Renovations • Ocean Reef Town Hall
Majority of work focused on producing CD's for extensive two-phase tower project from design architect's DD drawings. As my first job in Florida, it allowed me to become familiar with the construction practices in South Florida. Reviewed shop drawings and responded to RFI's. Also initiated systems upgrade to increase efficiency and productivity.

Intern Architect, William Rawn Associates Architects Inc., Boston MA - 1999-2002

www.rawnarch.com

The Music Center at Strathmore, 2005 Honor Award, Boston Society of Architects
Northeastern University, College of Computer and Information Science and Residence Hall, 2006 Merit Award, NE AIA
Williams College Class of '62 Center for Theatre and Dance, 2006 Honor Award, NE AIA
Grinnell College Residence Halls • Sonoma State University Concert Hall and Music School
Drafted exteriors, interiors, and details. Participated in design meetings. Coordinated with consultants and MEP teams. Built design and presentation models at different scales of interior and exterior spaces for in-house and client reviews.

MR. Architect, LLC
Miguel Rionda, Architect, AR 94189

16300 NE 19th Avenue, Suite 211, North Miami Beach, FL 33162

c: 305-527-8815

miguel@mr-architect.com

www.mr-architect.com

Senior Drafter, Spalding Tougas Architects Inc., Boston, MA - 1997-1999

Victoria National Golf Club House

• Tide Street Recreation Center Rehabilitation

Market Street Rehabilitation

• Main Streets Neighborhood Restoration

Worked with principals in DD, CD, and CA phases of commercial buildings for new construction, renovations, and interiors. Performed site visits to document existing conditions. Implemented CAD standardization. Produced marketing proposals.

Junior Drafter, GMT Architects Inc., Boston, MA - 1996-1997

Central Artery Tunnel Project (the 'Big Dig')

Drafted and plotted numerous sets of CD's for project. Delegated and supervised drafting of less experienced drafters.

Education

Boston Architectural Center, Boston, MA, 1996-2002

BArch Degree

Thesis: Drawing from Nature, A Center for Religious Studies

Thesis Advisor: Walter Jacob, AIA

Abaco y Ciudad, International Architecture Studio, Madrid, Spain, Summer 1999

One of two Americans to participate in seminar with 100 other international students.

Career Discovery, Harvard University Graduate School of Design, Summer 1996

Six-week summer intensive introductory program to architecture.

County College of Morris, Morristown, NJ, 1995-1996

Computer-Aided Drafting Certificate, Graduated one-year program with 4.0 GPA and Dean's List Honors.

REFERENCES

Jose Poleo, MD., Client

CELL: 305.803.9196

Luis Leon, Contractor

CELL: 305.799.5678

Michael Dranoff, Client

CELL: 305.345.9555

Marlene Siegel

From: Michael Falke <mfalke@arconsolutions.com>
Sent: Wednesday, May 04, 2016 8:18 PM
To: Marlene Siegel
Subject: Planning & Zoning Board

My name is Michael Falke I have over 30 years experience in Design, Development & Construction. I have owned and sold two large construction companies and have since been focused solely on construction management projects and development projects around the USA.

I have served on the board of the Young Presidents Organization in Washington, D.C. And Miami, Florida.

I have served on the board of the South Florida and Caribbean Historic Museum.

I have served on the board as a founding board member of the Freedom Bank Of Virginia.

I have served on the board of the Big Sisters and Big Brothers of Washington D.C.

I am a resident of Bay Harbor Islands.

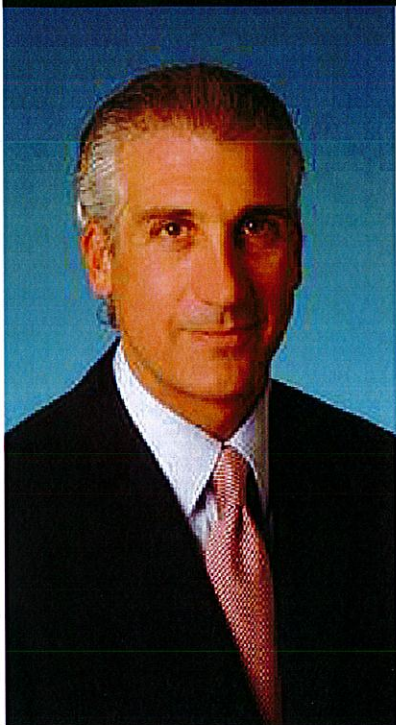
I am interested in serving on the planning & zoning board.

Please take the time to visit my website www.arconsolutions.com for further information about me.

Please contact me at 305-799-4800

Sincerely
Michael Falke

Sent from my iPhone



EXECUTIVE PROFILE :

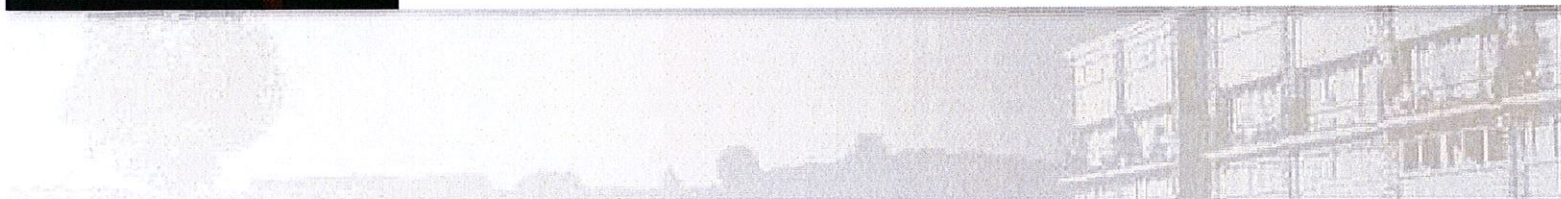
Michael Falke, CEO

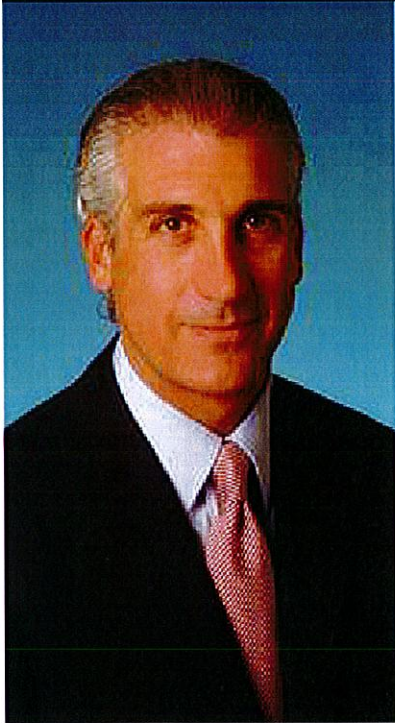
Michael Falke is currently The Chief Executive Officer of Arcon Solutions, LLC. Arcon is a Real-Estate development firm headquartered in Miami, Florida. Arcon has recently completed the development of a new thirty-four (34) story luxury high-rise condominium in Midtown Manhattan with a budget in excess of One hundred and fifty million dollars.

Prior to Arcon, Mr. Falke founded and operated a general contracting firm headquartered in Washington DC. Under Mr. Falke's leadership the company grew to be one of the top 25 largest general contractors in the Washington, DC metropolitan area as published by the Washington, DC Business Journal and in the top 500 largest remodeling companies in the United States as published in Remodeling Magazine. Mr. Falke divested 75% interest in this business in 1999. This same year Mr. Falke founded a new general contracting company in South Florida, also growing this company to one of the top 20 general contractors as published in the South Florida Business Journal.

Mr. Falke founded Micor Service a construction service company started to handle punch list work for numerous publicly traded homebuilders. Under Michael's leadership this group grew to over 100 employees in two years with Revenues in excess of \$35,000,000.00.

In the year 2000, Mr. Falke started to focus on real-estate development deals, and over the 7 years that followed, completed such projects as re-development of a 130,000 square foot historic building into a class A office building which was then leased by National Electronic Warranty Corporation for 20 Years. Also completed were numerous multi-family in-fill row homes in North West Washington DC upscale



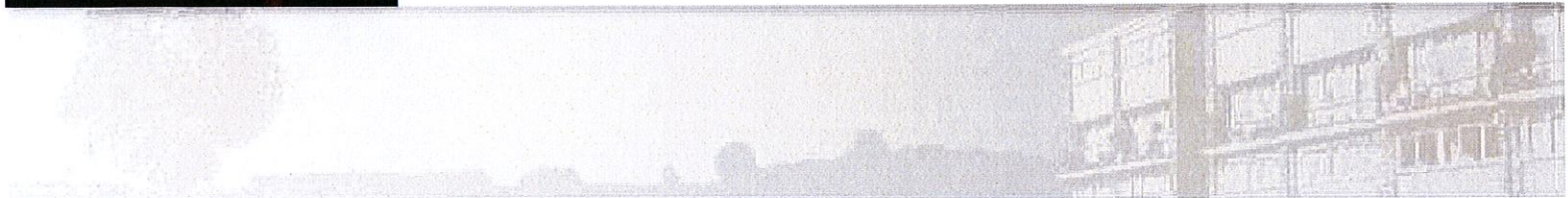


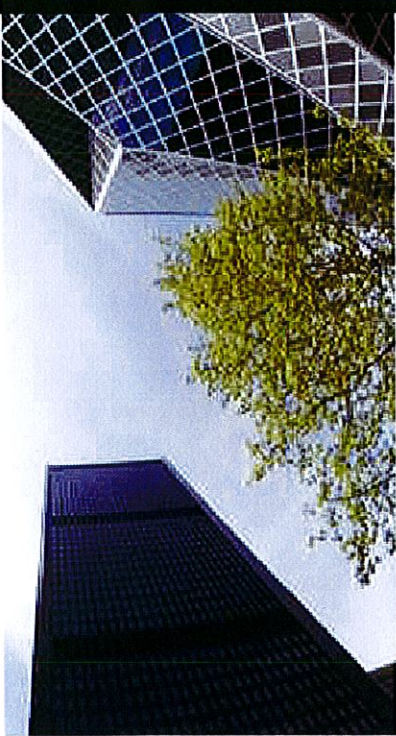
EXECUTIVE PROFILE :

In the year 2000, Mr. Falke started to focus on real-estate development deals, and over the 7 years that followed, completed such projects as re-development of a 130,000 square foot historic building into a class A office building which was then leased by National Electronic Warranty Corporation for 20 Years. Also completed were numerous multi-family in-fill row homes in North West Washington DC upscale neighborhoods. Mr. Falke has completed over 500,000 square feet of Industrial developments and over 175,000 square feet of commercial office development. In addition, Mr. Falke has completed various land transactions in Washington, DC and the South Florida markets.

Mr. Falke has served on numerous boards:

- Founding board member of the Freedom Bank of Virginia
- Brain Injury Services
- Big Brothers and Big Sisters
- The South Florida and the Caribbean Historical Museum
- The DC Building Industry Association
- Founding board member of the Real Estate group
- Chairman of the Young Presidents Organization of Miami
- Communication chair of the Young Presidents Organization of Washington DC





PROJECTS:

BELOW IS A SMALL LIST of some of the projects we have completed:

- >> TWENTY9TH PARK MADISON, NEW YORK, NEW YORK
- >> EMERALD BAY, KEY BISCAYNE, FLORIDA
- >> BUPA PATIENT RECEPTION CENTER AT JACKSON MEMORIAL HOSPITAL, MIAMI, FLORIDA
- >> FAO SCHWARZ
- >> VERSACE JEANS COUTURE, THE GALLERIA @ TYSONII MCLEAN, VIRGINIA
- >> 10TH STREET TOWNHOMES, WASHINGTON, DC
- >> BUSINESS CENTERS OF THE AMERICAS, GUATEMALA CITY, GUATEMALA

BANKING

- Am South Bank, Naples, Florida, New Construction
- Wachovia Bank, Washington, DC Embassy Banking
- Jewel Bank branch
- HSBC Miami, Florida
- Merrill Lynch, Washington, DC





PROJECTS:

- Montgomery, Washington, DC
- Bessemer Trust Miami, Florida
- Horizon Bank Of Virginia 1 New construction branch, 2 In-line branches
- Hallmark Bank and Trust 3 branches all in-line
- UBS Miami, Florida
- Prosperity Bank and Trust, Springfield Virginia

HEALTH CARE

- Buppa Jackson memorial Hospital, Construction Management
- 10 MRI centers in the Washington Metropolitan DC Area

OFFICE BUILD-OUTS

- Over 25,000,000 S/ F of new office build out over a 20 year period. It includes General Business offices
- Fortune 100 companies
- Law firms from around the world
- Certified Public accounting offices

RETAIL

- Build out of major FAO Schwarz USA expansion in 15 different city's
 - Versace, VA
 - Nicole Miller, VA
- 

NEW DEVELOPMENTS :

- East 29th Street, Park Madison, NYC value \$250,000,000.00.
- TENTH STREET TOWNHOMES, Washington, DC.
- Emerald Bay Condo, Key Biscayne, Florida.
- 3 story 15,000 s/f corporate office building re-developed in Fairfax City, VA.
- Land development of 28 acres in Dulles Virginia to include Bank pad site, fast food, gasoline and hotel.
- 125,000 s/f redevelopment of a historic office building in Great Falls, Montana for the largest electronics warranty business in the USA.
- 1667 K Street, NW. Completed building.
- 200,000 S/F of tilt warehouse 7th largest moving and storage company in the USA, Dulles, Virginia.



AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 4.

ITEM: Consideration and possible **action** to dissolve the Environmental Impact Committee.
Enclosed find a letter from Chairperson Vincent Martino.

DESCRIPTION:

Due to work schedules and other commitments, Committee Members have been unable to meet for their monthly meetings in the last few months.

Chairperson, Vincent Martino, respectfully asks that the Environmental Impact Committee be dissolve, until there are at least five (5) Committee Members who can attend the meetings on a regular basis.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Letter - Vincent Martino	Environmental Impact Committee.pdf
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Marlene Siegel

From: Vincent Martino <vmartinobhi@gmail.com>
Sent: Wednesday, May 18, 2016 9:49 PM
To: Marlene Siegel
Cc: Vicky Motola
Subject: EIC Temporary Dissolve

Dear Mayor Jordan & Town Council Members,

At present, we have a total of three (3) EIC members. Unfortunately, due to work schedules, committee members have not been able to meet.

I would ask that we temporarily dissolve the EIC until we have at least five residents who can make a commitment to attend meetings on a regular basis.

Respectfully yours,

Vincent Martino, Chair

EIC

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 5.

ITEM:

Approval of Minutes for the following Meetings:

- a. May 11, 2016 - Organizational Meeting
- b. May 11, 2016 - Regular Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	5-11-16 - Org. Minutes	4-11-16 Org Mtg DRAFT.pdf
2.	5-11-16 - reg Minutes	4-11-16 reg mtg DRAFT.pdf

**MINUTES OF AN ORGANIZATIONAL MEETING
TOWN OF BAY HARBOR ISLANDS**

An Organizational meeting of the Town Council was held on Monday April 11th, 2016 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Elizabeth Tricoche

Council Member Robert Yaffe

Mayor Leonard thanked Council Member Marano for her dedicated service to the community and asked the public to observe a moment of silence in her memory. He stated that the Town made a donation in the amount of \$1,000 to St. Jude Children's Research Hospital in memory of Council Member Marano. Mayor Leonard stated that he also made a separate donation to Council Member Marano preferred charity in the amount of \$180.

Vice Mayor Bruder match Mayor Leonard charity donation to St. Jude Children's Research Hospital in memory of Council Member Marano.

Council Member Reid stated that Council Member Marano was a close friend and she supported her as an activist.

Town Attorney Sherman requested for the Mayor to open Good and Welfare for public speaking.

GOOD AND WELFARE

Victor Maya, 1155 103 Street, came forward to address the Council. He reminded the Town Council on how passionate Council Member Doris Marano was about the selection of the Town Mayor. He urged the Town Council to consider who they appoint as the Town Mayor. He felt that it should be the citizens who decide who the Town Mayor would be at the Organizational meeting.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and thanked the members of the Town Council who reached out to Council Member Marano while she was in the hospital. She suggested that a bench be placed on the Causeway Island in her memory.

CLOSED PUBLIC COMMENT

PRESENTATIONS:

Item 1. Distribution of the Annual Salaries for 2016-2017.

ACTION: Consensus was to donate the Town Council Annual salaries to St. Jude Children's Research Hospital.

Item 2. Acceptance of the Certification of Elections presented by the Town Clerk and Canvassing Board Members.

ACTION: Vice Mayor Bruder made a motion to accept the Certification of Elections. Council Member Yaffe seconded the motion and it passed unanimously.

Item 3. Administration of oath of office to the newly elected Council Members. The oath of office will be administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel performed the oath of office to newly elected Council Members Joshua Fuller and Elizabeth Tricoche.

Item 4. Selection of a Mayor by the Town Council.

ACTION: Council Member Tricoche nominated Mayor Jordan Leonard for second term. Vice Mayor Bruder seconded the motion and it passed 6-1, with Council Member Reid opposed.

Item 5. Selection of a Vice Mayor by the Town Council.

ACTION: Council Member Tricoche nominated Vice Mayor Bruder for a second term. Council Member Fuller seconded the motion and it passes on 6-1, with Council Member Reid opposed.

Item 6. Administration of oaths of office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk, Marlene M. Siegel.

Town Clerk Siegel performed the oath of office to Mayor Jordan Leonard and Vice Mayor Stephanie Bruder.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and Deputy Town Clerk. The resolution reflect the current appointments of Marlene M. Siegel and Alba L. Chang.

ACTION: Council Member Yaffe made a motion to approve the re-appointments of the Town Clerk and the Deputy Town Clerk. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 8. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys. The Resolution reflects the current appointment of Crag B. Sherman as Town Attorney, with Drew B. Sherman and Frank Simone as Assistant Town Attorneys.

ACTION: Vice Mayor Bruder made a motion to approve the re-appointments of the Town Attorneys. Council Member Fuller seconded the motion and it passed unanimously.

Item 9. Appointments and re-appointments to the Planning & Zoning Board for the term 2016-2018. Enclosed find a list of the current Board Members request to be re-appointed and three (3) new request for appointment. One of the current members of the Board, Mr. Roberto Gambach, has declined to serve another term.

Town Clerk Siegel stated that six of the Board Member asked to be re-appointed to the Planning & Zoning Board. She added that three (3) new requests were also received for appointment.

ACTION: Consensus was to approve the re-appointments to the Planning & Zoning Board and add new Board Member Alan Bechik.

At this time Mayor Leonard performed the oath of office to the Town Clerk, Deputy Town Clerk and the Town Attorneys.

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

MAYOR

ATTEST

TOWN CLERK

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

A Regular meeting of the Town Council was held on Monday April 11th, 2016 at 7:43 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Elizabeth Tricoche

Council Member Robert Yaffe

SPECIAL PRESENTATION:

Item 1. Formal presentation of the Town's Comprehensive Annual Financial Report for the year ended September 30, 2015. The report was issued on March 21st and provided to the Mayor and Council at that time. Mr. Michael Futterman of Marcum LLP represents the Town's auditors.

Michael Futterman of Marcum LLP came forward and reported on the annual report for the fiscal year ending September 2015. He provided a copy of the report and also stated that a certificate of achievement of financial reporting was received for 2015. He added that the financial report submitted had a clear opinion of \$1.8 Million under budget.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Town Clerk Siegel stated that Item #12 was withdrawn by the applicant.

Item 12. Discussion and possible action on a real estate offer for the purchase of a 6,358 square foot portion of a land parcel located on southwest corner of West Broadview Drive and 96th Street.

STAFF RECOMMENDATION: Against approval. – WITHDRAWN.

TOWN MANAGER'S REPORT:

Town Manager Wasson congratulated Finance Director Alan Short on a job well done. He reported that Florida Power & Light would start the project to change out the lights and it was estimated to be completed at the end of April. He also stated that he has been approach by several people with regards

to the vacant land on 95th Street. He asked the Town Council if there was consensus to move forward and consider the possible sale of the land.

ACTION: Consensus was to move forward and advertise the sale for the vacant land.

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

Council Member Tricoche attended the Annual Egg Hunt event and suggested to be more specific on the start time for next year's event.

Council Member Reid reminded the Town Council on the Annual Pelican Harbour Party that was set to be held on April 30th, 2016.

Council Member Fuller thanked all the citizens for his re-election to the Town Council.

Council Member Yaffe attended the Miami-Dade County League of Cities Meeting and the Real Estate Event that was hosted by local realtors in Town.

Vice Mayor Bruder congratulated the Bay Harbor Islands Police force for receiving State accreditation.

Mayor Leonard welcomed the all the officials in attendance involved in the State accreditation for the Bay Harbor Islands Police force.

Town Manager Wasson explained the accreditation process was for the review the Police Department policies and guidelines. He added that the concept of accreditation was to organize the department.

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.

Linda Zilber, 1231 95 St., came forward and suggested for the Town to implement a new program for the Bay Harbor Islands kids that would provide a scholarship for children that were under privilege.

Victor Maya, 1155 103 St, came forward and was disappointed on the lack of discussion on the appointment for the Planning & Zoning Board. He also commented on the proposed resolution that

would amend the toll charges and suggested applying the same fees that the Rickenbacker Causeway to the Broad Causeway.

Jeffrey Koster, 1135 103 St. came forward and was concerned with the kids safety while playing on the Bay Harbor Streets. He suggested adding more signage for commuter's to be aware of the kids and an electric sign for the Town.

Pablo Lima, Police Association came forward and stated the accreditation process went smoothly and the police department moral was up. He felt that the Bay Harbor Police force was a great team.

COMMITTEE REPORTS:

Item 2. Consideration of a request for appointment to the Parks & Recreation Committee by Mr. Alan Bebchik and Mr. Johnathan Macy.

Town Clerk Siegel stated the she received two (2) new requests from residents to be appointed to the Parks & Recreation Committee by Mr. Alan Bebchik and Mr. Johnathan Macy.

ACTION: Council Member Fuller made a motion to appoint Mr. Bebchik and Mr. Macy to the Parks & Recreation Committee. Vice Mayor Bruder seconded the motion and it passed unanimously.

At this time Item #6 was pulled from Consent Agenda for discussion.

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.)

Item 3. Approval of Minutes for the following Meetings:

- a. Minutes of a Regular Council Meeting held on January 11, 2016.**
- b. Minutes of a Regular Council Meeting held on February 8, 2016.**

Item 4. Approval of a Mutual Aid Agreement with the City of Medley Police Department and the Town of Bay Harbor Islands Police Department.

Item 5. Approval of a Mutual Aid Agreement with the City of South Miami Police Department and the Town of Bay Harbor Islands Police Department.

ACTION: Vice Mayor Bruder made a motion to approve the Consent Agenda. Council Member Fuller seconded the motion and it passed unanimously.

Item 6. Approval of a Resolution to set the Toll rates for the Broad Causeway. The proposed amendment would charge \$5.00 per additional axle.

ACTION: Council Member Reid made a motion to approve the proposed resolution. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 7. Consideration and Approval of an ordinance on first reading requested by Council Member Reid amending Chapter 12 of the Town Code related to noise and the maximum decibel allowances.

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

ACTION: Council Member Reid made a motion to approve the proposed ordinance. Vice Mayor Bruder seconded the motion for discussion.

Town Planner Michael Miller came forward to address the Council. He stated that the item was discussed in the past months and Professor Simon prepared a study of the community and made a recommendation on the proposed decibels. His recommendation varies on the West Island from the East Island. The proposed amendment was about 5 decibels different from what the code current has. The amendment would change from 60 decibels to 65 decibels.

PUBLIC COMMENT

Harry Bruder, 1281 98 St, came forward and commented on the proposed noise ordinance. He felt that the only noise issue currently was with the construction sites.

Victor Maya, 1155 103 St., came forward and stated that the noise issue was on the East Island and urged the Town Council to do something about the leaf blowers.

CLOSED PUBLIC COMMENT

At this time Council Member Reid withdrew her motion.

DEFERRED ITEMS:

Item 7.5 Approval of an award contract to FXP Corporation in the amount \$108,000 for emergency repairs to the air conditioning system for Town Hall.

ACTION: Council Member Yaffe made a motion to approve the contract award to FXP Corporation. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

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

Item 8. Request for an extension to close on a agreement for the purchase and sale of Transfer of Development Rights (TDR) between the Town and Furmanos, LLC. The contract was revised and last extended on October 13, 2015 for (5) five TDR units to be transferred to property located at 1170 93 Street.

Attorney Matthew Amster, came forward and stated that the project has made progress and obtained approvals from the Miami-Dade County, DERM, and the Building Department, but were pending other approvals from other agencies. He respectfully asked for a 6 month extension.

PUBLIC COMMENT

Victor Maya, 1135 103 St, came forward and was opposed to granting the applicant an extension.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to grant a 6 month extension to be paid in a lum sum amount of \$50,000 by May 11, 2016. Council Member Yaffe seconded the motion and it passed unanimously.

Item 9. Consideration and Approval of an expenditure in the amount of \$45,000.00 for Contract BC-147 Broad causeway Street Lights. This expenditure includes an amount of \$29,855.88 in favor of Municipal Lighting Systems, Inc. The amount of \$12,332.40 in favor of Tri-City Electric Co., Inc. (TCE) to provide labor, and \$2,811.72 for a contingency allowance.

At this time Vice Mayor Bruder stepped out of the dias.

PUBLIC COMMENT

Victor Maya, 1135 103 St., came forward and asked if the proposed materials were advertised for competitive bids. Town Manager Wasson stated that they were the only supplier with these type of materials.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the expenditure. Council Member Fuller seconded the motion and it passed by unanimous poll vote, with Vice Mayor Bruder out of the dias.

Item 10. Approval of a contract with Pay By Phone to provide a wireless application to enhance the payment process at parking facilities and metered parking stalls owned by the Town. The Town is 'piggybacking" off of the Miami Parking Authority's current contract.

PUBLIC COMMENT

Victor Maya, 1135 103 St., came forward and asked why weren't there any bids received for this item. He also asked if the Town Attorney reviewed the contract that the Town was piggybacking on.

CLOSED PUBLIC COMMENT

Assistant Manager Jimenez stated that the proposed vendor was commonly used in other communities and they were recommended by the City of Miami and the City of South Miami. The proposed contract was for 1 year, with 2 year extension option.

At this time Vice Mayor Bruder returned to the dias.

ACTION: Council Member Yaffe made a motion to approve the contract with Pay by Phone. Council Member Salver seconded the motion and it passed unanimously.

Item 11. Approval of a contract with Parkeon, Inc. in the amount of \$76,520 for the purchase of 8 new master parking meters for Kane Concourse, which also includes the installation of the new machines.

ACTION: Vice Mayor Bruder made a motion to approve the purchase of master parking meters. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

Mayor Leonard requested a parking meter on the Brown Lot located on 97 Street and West Bay Harbor Drive.

Item 13. Approval of Change Orders # 14, 15 and 16 in the amounts of \$48,304.00, \$34,802.58 and \$15,251.50 respectively, for the electrical supplies and other materials to the Bridge House and the Chevron Station.

PUBLIC COMMENT

Victor Maya, 1135 103 Street, came forward and was opposed to the proposed expenditures for change orders.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the change of orders #14, 15, 16. Council Member Salver seconded the motion and it passed by unanimous poll vote.

Item 14. Approval of a proposal from Florida & Power Light in the amount of \$195,517 to install the interior LED Lights for East Island.

ACTION: Vice Mayor Bruder made a motion to approve the proposal from Florida & Power Light. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 15. Discussion requested by Council Member Yaffe regarding the recently approved resolution from the Town of Surfside supporting the United States Coast Guard's modification of bridge schedules, including the Shepard Broad Causeway.

Council Member Yaffe stated that a City of Miami Beach commissioner talked to him regarding the bridge openings. He felt that limiting the bridge openings during rush hour in the mornings would be beneficial to the Town residents.

There was a brief discussion on the proposed resolution from the Town surfside; the current construction on the bridge and other cities communication on the proposed bridge schedule.

PUBLIC COMMENT

Victor Maya, 1135 103 St, came forward and asked the Town Council to be more proactive and communicate with the surrounding cities on how the Bal Harbour Shops and the Church by the Sea could impact the Town.

CLOSED PUBLIC COMMENT

Consensus was to wait until the construction on the Intra Coastal Waterway Bridge was completed to address the proposed bridge schedule.

There being no further business to discuss meeting was adjourned at 9:13 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a construction trailer to be located at 1150/52 - 102 Street as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the application and supporting documents.

DESCRIPTION:

The applicant seeks approval of a temporary construction trailer to be located at 1150/52 - 102 Street. The proposed trailer is a 10' X 20'.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Application	construction trailer application - 1150-52 102 Street.pdf
2.	Location Map	construction trailer location.pdf
3.	Trailer Specifications	construction trailer.pdf

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



FEMA WORKSHEET
Cumulative Substantial Improvement

Date: 5/27/2016 Folio No: 13-2227-001-1310
Address: 1150-52 102 Street Unit No: Lot (s): 7 Block: 6
Current Owner: Le Jardin House, LLC Date Built:
Current Assessed Value: (excluding land value) \$0.00
Plus 20% of assessed value: \$0.00
Market Value: (assessed value + 20%) \$0.00
Appraised Value: (if submitted - for structure only)

Note: If total value of improvements within the last 5-year period exceeds 50% of the current market value, then the entire structure must be brought into compliance with all current construction codes and FEMA requirements.

\$0.00

(50% of current market value-use larger of assessed or appraised)

(* total value of applicable improvements plus proposed work)

INSPECTOR REVIEW:

APPROVAL DISAPPROVAL (date)

Chief Building Inspector - Dale Lee

Electrical Inspector - Darrell G. De Young

Plumbing Inspector - Johnny Lindgren

Mechanical Inspector - Juan Zuniga

Structural/Civil Inspector - Jaime M. Eisen

Planning/Zoning Board - Ayanidys Martinez

Public Works - Randy Daniel

Community Planner - Scott Marks

Permit #: BP2016-167

Project Description:

Temporary field office-construction trailer

Zone: AE

Base Flood Elevation: 8.00

BFE certificate on file?: No

Date of BFE certificate:

Certified BFE:

Bldg Above BFE?:

Suffix: J

Map No.: 120637

7-17-95

Map Date: 3-2-94 / Date Revised:

LOG WORKSHEET

Filing Date: 5/27/2016

Address: 1150-52 102 Street

Owner: Le Jardin House, LLC

Unit No: _____

Lot(s): 7 **Block:** 6

Received Application to: Temporary field office-construction trailer

Permit Number: BP2016-167

Applicant:

INSPECTOR(S) TO REVIEW:

☐ TOWN COUNCIL _____

☐ SCOTT D. MARKS

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace, 2nd Floor, Bay Harbor Islands, FL 33154
Tel: 305-993-1786 ~ Fax: 305-861-1130 ~ Email: buildingdepartment@bayharborislands.net

PERMIT APPLICATION

INSTRUCTIONS - The following steps must be taken to obtain a permit from the Town of Bay Harbor Islands.

- Step 1. Complete the attached permit application which must be signed by the property owner and qualifier. Both signatures must be notarized. Please print or type to allow for a more accurate processing of your application. All permits/plans must be dropped off and may take up to 15 working days to be processed. Building Department hours of operation are Monday - Friday from 8:00 a.m. 3:30 p.m.
- Step 2. Submit the completed application with all necessary documents to the Building, Planning and Zoning Department for processing. During the processing of your application, you may be asked to submit additional information.

APPLICATION

JOB ADDRESS: 1150-1160 102ND ST		UNIT #:	PROCESS NUMBER: BP2016-167
FOLIO NUMBER:			
LOT:	BLOCK:	TOWN OF BAY HARBOR ISLANDS PB 46 PG 5	
MASTER PERMIT # BP2015-			
PROPOSED USE OF PROPERTY:		CURRENT USE OF PROPERTY:	
TENANT INFORMATION:			
JOB COST:		SQUARE FOOTAGE:	
DESCRIPTION OF WORK: TEMPORARY OFFICE (CONSTRUCTION)			

PERMIT TYPE (✓)		PERMIT CHANGE (✓)		TYPE OF IMPROVEMENT (✓)			
Building	☐	Chg. Contractor	☐	New Construction	☐	Enclosure	☐
Electrical	☐	Renewal	☐	Alteration Exterior	☐	Repair	☐
Mechanical	☐	Revision	☐	Alteration Interior	☐	Demolish	☐
Plumbing	☐	Extension	☐	Relocation of Structure	☐	Shell Only	☐
LPGX	☐	Supplement	☐	Foundation Only	☐	Add'l Attachment	☐
Roofing	☐	Reinspection	☐	Other _____	☐	Add'l Detachment	☐
Fence	☐			Other _____	☐		
Other _____	☒						

PROPERTY OWNER	
Name:	LE JARDIN HOUSE, LLC.
Address:	1135 KANE CONCOURSE
Home Telephone:	Work Number:

ENGINEER	
Name:	
License No.	
Address:	
Business Telephone:	
Fax:	

CONT. REGISTRATION # CONT-	
Company Name:	CROSS ATLANTIC BLDGS
Qualifier Name:	LENNY CIPOLLA
License No.	
Address:	1135 KANE CONCOURSE
City:	BAY HARBOR
State:	FL
Zip Code:	33154
Telephone:	Fax:
Email Address:	
Contact Person/Permit Expediter:	

ARCHITECT	
Company Name:	
License No.	
Address:	
Telephone:	Fax:

INSTRUCTIONS: Please indicate the type of work being performed and quantity(ies) in the space provided below.

ELECTRICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee	☒	Fixture - Fluorescent	☐	Motor, Equipment outlet	☐	Repair Circuits	☐
Air Conditioners	☒	Fixture - Light	☐	Special Purpose Outlet	☐	Service, Number of Amps	☐
Chiller	☐	Flood Lights	☐	Outlet	☐	Signs	☐
Clear Violations	☐	FPL - Load Control	☐	Oven	☐	Space Heater (kw)	☐
Compactor	☐	Generators, etc.	☐	Parking Lot Lights	☐	Spas/Hot Tubs	☐
Deep Freezer	☐	Heat recovery	☐	Plugmold/Strip	☐	Subfeeds, No. Of Amps	☐
Demolition	☐	Low-volt Burglar	☐	Posts	☐	Swim Pool, Commercial	☐
Dishwasher	☐	Low-volt, Fire	☐	Range/Range Top	☐	Swim Pool, Residential	☐
Dryer	☐	Low-volt,	☐	Recpt. Outlet	☐	Switchboards	☐
Fan	☐	Low-volt, Television	☐	Refrigerator, Comm.	☐	Temp Serv, Construction	☐
Fire Pump	☐	Motor, Equipment	☐	Refrigerator, Domestic	☐	Temp for Test - 30 days	☐
				Renew - Temp Service	☐	Utility Wiring	☐

MECHANICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee	☐	Condensate Drain	☐	Heating Strips, each	☐	Ventilation, Cost	☐
A/C Central, Tons	☐	Cooling Tower	☐	Piping, Flammable Liquid	☐		
A/C Wall/Win, Tons	☐	Dryer Vents, Number of	☐	Process/Pressure Piping	☐		
Air Handler, Tons	☐	Ductwork, Cost of	☐	Pressure Vessel	☐		
Barbecue	☐	Fireplaces, Number of	☐	Refrigerator, Tons	☐		
Bath Fan-Vented, #	☐	Generator	☐	Vent Hood, Resident	☐		

PLUMBING							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee	☐	Demolition	☐	Sprinkler Pump	☐	Ice Maker	☐
Supply A/C Well	☐	Fountain	☐	Pool Pump Replace	☐	Indirect Wastes	☐
A/C Condensate	☐	Filter Replace	☐	Sump Pump	☐	Laundry Tray	☐
Discharge Well	☐	Pool Piping	☐	Gas - Natural	☐	Lavatory	☐
Area Drains	☐	Fire Pump	☐	Gas - Propane	☐	Shower	☐
Backflow	☐	Sprinkler Zones	☐	Gas - Appliance	☐	Sink	☐
Roof Drains	☐	Sprinkler Heads	☐	Misc. Repairs	☐	Urinal	☐
Catch Basin	☐	Sprinkler Repair	☐	Temporary Toilet	☐	Vacuum Pump	☐
French Drain	☐	Supply Well	☐	Bath Tub	☐	Water Closet	☐
Soakage Pit	☐	Sewer Connection	☐	Bidet	☐	Water Heater	☐
Grease Trap	☐	Jockey Pump	☐	Clothes Washer	☐	Water Heater New	☐
Interceptor	☐	Misc. Equipment	☐	Dental Chair	☐	Water Re-pipe	☐
Cap Fixture	☐	Pump and Abandon	☐	Dishwasher	☐	Water Service	☐
Cap - Water	☐	Domestic Pump	☐	Floor Drain	☐		
Cap - Sewer	☐	Re-circulate Pump	☐	Drinking Fountain	☐		



Plan Review Report

Permit Number: BP2016-167

Applicant:

Name: Cross Atlantic Builders LLC

Phone: 305-749-5822

Project Description:

Temporary field office-construction trailer

Parcel:

Parcel Number: 13-2227-001-1310

Address: 1150-52 102 Street

Lot(s): 7

Block: 6

Unit #:

Zoning:

Owner:

Name: Le Jardin House, LLC

Phone:

Contractor:

Contractor Type: Certified General Contractor

Name: Cross Atlantic Builders LLC

Phone: 305-749-5822

Approvals:

* Department	File Received	Decision Date	Status
TOWN COUNCIL	5/27/2016	6/13/2016	Scheduled

– Approval Reviews:

○ Date Received	Date Completed	Reviewer	Status
5/27/2016	6/13/2016	TOWN COUNCIL	Scheduled

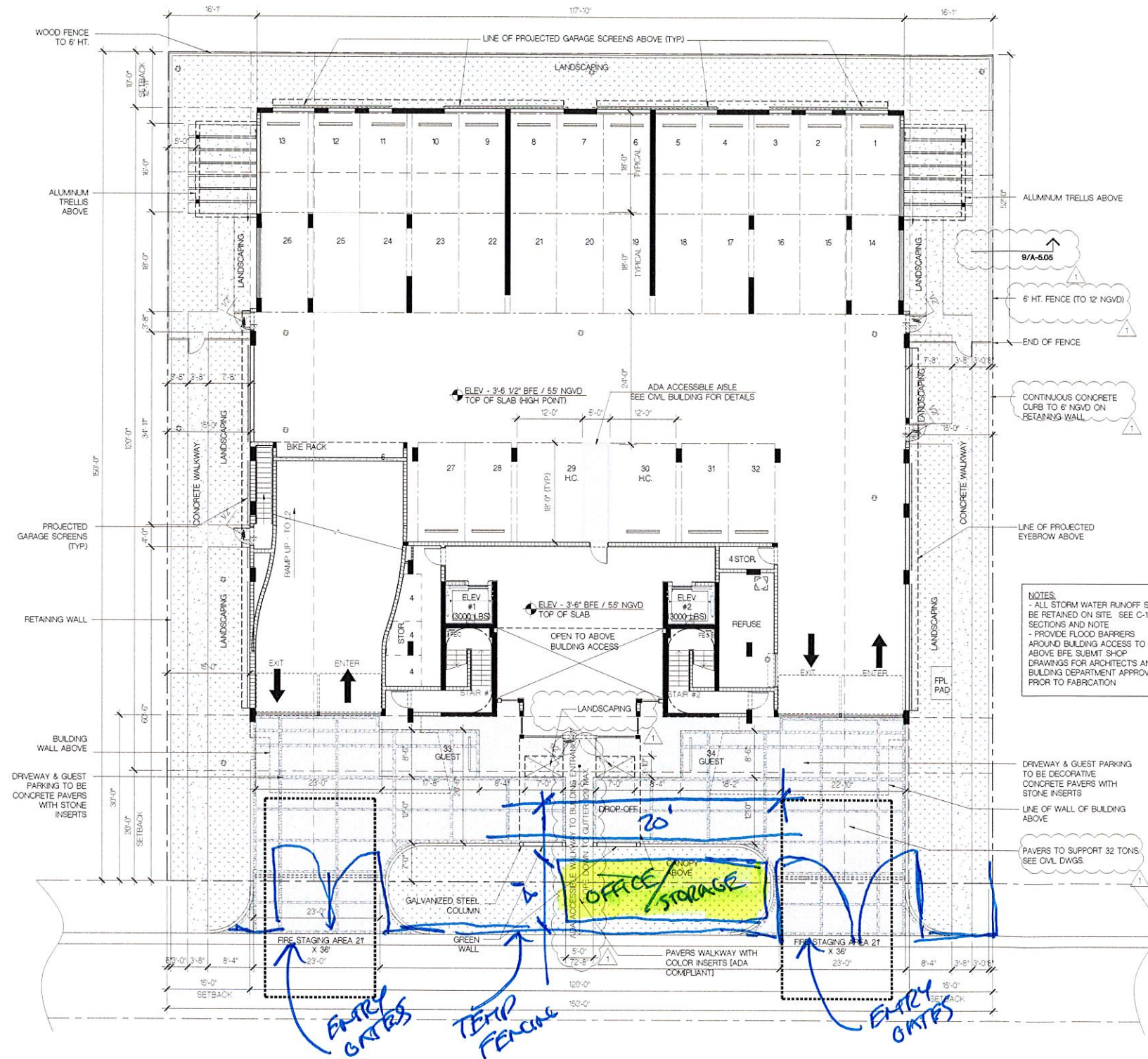
Review Comments:

* Department	File Received	Decision Date	Status
TOWN PLANNER	5/27/2016	5/27/2016	Approved

– Approval Reviews:

○ Date Received	Date Completed	Reviewer	Status
5/27/2016	5/27/2016	SCOTT D. MARKS	Approved

Review Comments:



SITE PLAN
SCALE 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARYUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
LE JARDIN, LLC
200 BISCAYNE BOULEVARD WAY SUITE 4709
MIAMI, FLORIDA 33131

CONSULTANT
HOLLAND ENGINEERING, INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4400 N.W. 11 STREET MIAMI, FL 33142
PHONE: 305-655-1000 FAX: 305-655-1000

STRUCTURAL ENG.
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 440-3366 FAX NO. (305) 440-3371
EIR NUMBER: 0007488 PE NO. 35460

MEP ENG.
J.G.P. ENGINEERING GROUP P.A.
MIAMI, FLORIDA EIR 0007758
3833 NW 79 AVENUE
MIAMI, FLORIDA 33122
(305) 456-2262 FAX (305) 456-9272
E-MAIL: JGPE@JGPEGROUP.COM

JOSE G. PUGA JR. FLORIDA P.E. # 47517
JOSE G. PUGA JR. FLORIDA P.E. # 43148
HECTOR M. BLANCO FLORIDA P.E. # 56115

LE JARDIN
NEW CONDOMINIUM BUILDING
1150-1160 102 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
1	BLDG. DEPT. COMMENTS 09/16/15 BF

DRAWING TITLE
SITE PLAN

SCALE 1/8" = 1'-0" DATE AUGUST 17, 2015
SHEET NUMBER
A-100





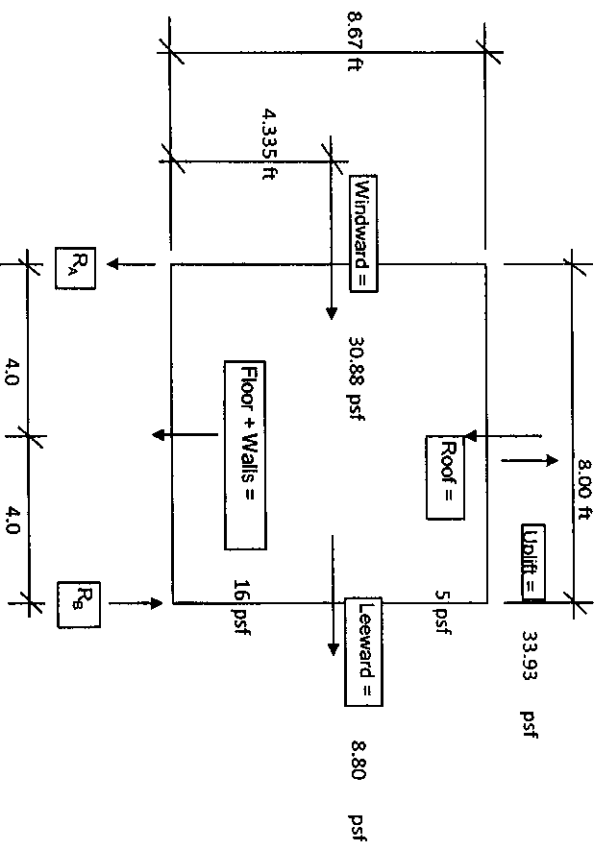
Engineering Calculations

Client Name: Modular Plans Design, Co. Date: 11/13/14
Project Name: 8ft. Mobile Mini Project No: 1004.5
Completed By: Brian Frederick Checked By: Julio Orbegoso

Building Input:

Building width, w = 8 ft Tie Down Capacity = 4750 lbs (by Minute Man)
Building length, l = 40 ft Strap Angle = 45.0 degrees
Building height, h = 8.67 ft
Roof Dead Load, DLR = 5 psf
Floor + Wall DL, DLfw = 16 psf

Wind Input: Wind = 180 mph, Exposure C
Windward pressure, Ww = 30.88 psf Wind Uplift, Wu = 33.93 psf
Leeward pressure, WI = 8.80 psf



ELEVATION

OVERTURNING:

Wind pressure, $Wp = h^2(Ww + WI) = 344.03 \text{ lbs/ft}$ FBC Eq. 16-14 = 0.6D + W
Total Dead Loads, $DL = w \cdot 0.6(DLR + DLfw) = 100.80 \text{ lbs/ft}$ FBC Eq. 16-14 = 0.6D + W
Overturning moment, $Mo = Wp \cdot (h/2) + (Wu \cdot w) \cdot (w/2) = 2577.11 \text{ lb-ft}$

Resisting moment, $M_r = DLT*(w/2) = 403.2 \text{ lb-ft}$

Net overturning moment, $M_{net} = M_o - M_r = 2173.9 \text{ lb-ft/ft}$

Reactions, $R_A = M_{net}/w = 271.74 \text{ lbs/ft}$

$R_B = W_o*(w-(DL+DLw))*w*0.6 - R_A = 101.10 \text{ lbs/ft}$

Total Uplift Over Entire Length, $U_t = R_A \times l = 10869.55 \text{ lbs}$

Vertical tie down capacity, $V_c = 4750 \text{ lbs}$

Number of tie downs $Req'd = O/V_c = 2 \text{ For Overturning} \rightarrow \text{USE } (3)$

UPLIFT:

Wind pressure, $W_u = 33.93 \text{ psf}$

Total Uplift, $U_t = W_u*w*l-DLT*1 = 6825.60 \text{ lbs}$

Number of tie downs $Req'd = U_t/V_c =$	2	Total For Uplift
	1	Each Side For Uplift

mobile mini, inc.

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES
OPEN BAY / COMBO OFFICES

CORPORATE HEADQUARTERS:

7420 SOUTH KYRENE ROAD
SUITE 101
TEMPE, AZ 85253

DESIGN PRESSURES PER M.W.F.R.S.

WINDWARD PRESSURE: 30.88 PSF
LEEWARD PRESSURE: 8.80 PSF
UPLIFT: 33.93 PSF

MOBILE MINI, INC. MANUFACTURING FACILITIES:

11755 N. MIP ENTRANCE RD. 3550 DUNCANVILLE RD. 7020 OLD KATY RD.
MARICOPA, AZ 85239 DALLAS, TX 75236 HOUSTON, TX 77024

SEE SHEET 1 FOR THE BUILDING
LIMITATION OF USE NOTES

ARCHITECT

THOMAS L. MELTON
1074 SOUTH FLORIDA AVE
LAKELAND, FL 33801
A.R. LICENSE AR0017033

BUILDING DATA

OCCUPANCY:	B AND B/S-2 NON-SEPARATED MIXED USE
TYPE OF CONSTRUCTION:	VB
OCCUPANCY LOAD:	1 PER 100 SQ. FT. (MAX.)
WIND LOAD (mph - EXP. C):	180: RISK CATEGORY: II
FLOOR PRESS. LOAD (psf):	41.6
FLOOR LIVE LOAD (psf):	50(OFFICE) / 125(STORAGE)
ROOF LIVE LOAD (psf):	20 psf. 80(CAPACITY)
SEISMIC ZONE/CATEGORY:	SITE CLASS "D". DESIGN CAT. "D"
SQUARE FOOTAGE:	80-320 SQ. FT.

APPLICABLE CODES

STATE OF: FLORIDA

FLORIDA BUILDING CODE 5th EDITION (2014)
FLORIDA FIRE PREVENTION CODE 5th EDITION
2009 EPCOT BUILDING CODE
2009 EPCOT ACCESSIBILITY CODE

SHEET INDEX

#	DESCRIPTION
0	COVER SHEET, SHEET INDEX & BUILDING DATA
1	NOTES, SYMBOLS AND DEFINITIONS
2	FLOOR PLANS
3	TYPICAL EXTERIOR ELEVATIONS
4	TYPICAL INTERIOR ELEVATIONS
5	ELECTRICAL PLANS
6	SCHEDULES & NOTES
7	TYPICAL BASE FRAME PLANS
8	TYPICAL EXTERIOR FRAMING PLAN
9	TYPICAL ROOF FRAMING PLAN
10	TYPICAL BUILDING CROSS SECTIONS
11	TYPICAL SUGGESTED BLOCKING PT. / ANCHOR PLAN
12	DETAILS
13	DETAILS
14	DETAILS
15	DETAILS
16	DETAILS
17	DETAILS
18	NOT USED

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

COVER SHEET W/
INDEX & DATA

mobile Mini, Inc.

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07-31-15

0

SHEET

17

WELD SYMBOLS

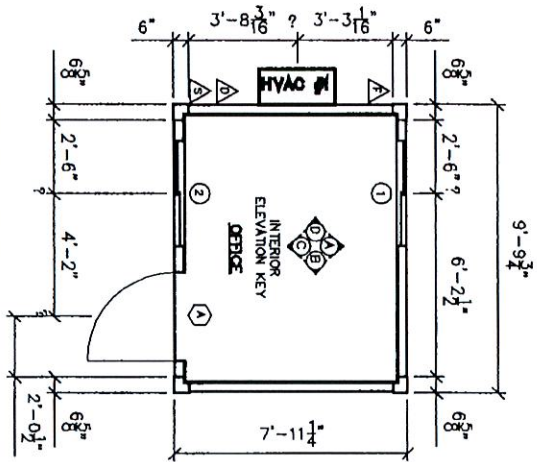
- | | | | |
|--|--|--|--|
| | MOBILE UNIT, INC. SERIAL NUMBER -
DENOTES LOCATION TO STAMP
SERIAL NUMBER ASSIGNED TO EACH
BUILDING BY MOBILE UNIT, INC. | | SEAM WELD -
NUMBER TO LEFT (OP.T.) DENOTES
WIDTH OR WELD STRENGTH OF
WELD (WIDTH SHOWN). |
| | DATA PLATE -
DENOTES LOCATION TO AFFIX DATA
PLATE IF REQUIRED BY DESTINATION
STATE. | | BLIND WELD -
MAY HAVE OPTIONAL SYMBOL
PLACED BELOW TO DENOTE FINISH
CONTOUR. |
| | REVISION SYMBOL -
DENOTES ITEMS WHICH HAVE BEEN
CHANGED SINCE DRAWING WAS LAST
ISSUED OR APPROVED. | | BACK WELD -
NUMBER BELOW (OP.T.) DENOTES
QUANTITY, NUMBER TO RIGHT (OP.T.)
DENOTES PITCH. |
| | SECTION CUT SYMBOL -
DENOTES DIRECTION OF VIEW. NUMBER
IS SHEET TO REFERENCE. LETTER
DENOTES SECTION ON THAT SHEET. | | FLUSH CONTOUR -
OPTIONAL FINISH CONTOUR
SYMBOL TO DENOTE A GROUND
FINISH. |
| | DETAIL SYMBOL -
NUMBER IS SHEET TO REFERENCE.
LETTER DENOTES DETAIL ON THAT
SHEET. | | CONVEX CONTOUR -
OPTIONAL FINISH CONTOUR
SYMBOL TO DENOTE AN UNGROUND
FINISH. |
| | EXTERIOR ELEVATION KEY SYMBOL -
ARROW DENOTES DIRECTION ELEVATION
IS VIEWED FROM. ALL ELEVATIONS ARE
ON EXTERIOR ELEVATION SHEET. | | WELD ALL AROUND -
DENOTES THAT THE WELD
DESCRIBED MUST BE ALL OF THE
WAY AROUND THE MEMBERS. |
| | INTERIOR ELEVATION KEY SYMBOL -
ARROW DENOTES DIRECTION ELEVATION
IS VIEWED FROM. ALL ELEVATIONS ARE
ON INTERIOR ELEVATION SHEET. | | FIELD WELD -
DENOTES A WELD TO BE
ACCOMPLISHED IN THE FIELD
DURING INSTALLATION. |
| | CENTERLINE SYMBOL -
DENOTES DIMENSION IS TO THE
CENTERLINE OF AN OBJECT. | | FLARE GROOVE WELD -
MAY HAVE OPTIONAL SYMBOL
PLACED BELOW TO DENOTE FINISH
CONTOUR. |
| | MIDPOINT SYMBOL -
DENOTES DIMENSION IS TO THE
MIDPOINT OF AN OBJECT. | | WELD NOTE
MAY BE ANY NOTE TO CLARIFY
OR SPECIFY WHAT THE WELD
APPLIES TO. |
| | PLATE SYMBOL -
IS FOLLOWED BY THICKNESS, WIDTH,
AND LENGTH. | | WELD SYMBOL LEADER -
ALL SYMBOLS PLACED BELOW
APPLY TO THE SAME SIDE OF THE
MEMBER THAT THE ARROW POINTS
TO. ALL SYMBOLS ABOVE APPLY
TO THE OPPOSITE SIDE OF THE
MEMBER THAT THE ARROW POINTS
TO. |
| | ANGLE SYMBOL -
IS FOLLOWED BY SIZE, THICKNESS,
AND LENGTH. | | |
| | DIAMETER OR ROUND SYMBOL -
INDICATES DIMENSION IS DIAMETER OR
ROUND. | | |
| | SQUARE SYMBOL -
INDICATES DIMENSION IS SQUARE OR
EQUAL ON BOTH SIDES. | | |
| | PLUS/MINUS SYMBOL -
IS FOLLOWED BY THE DISTANCE THAT A
DIMENSION MAY VARY BY. | | |

STANDARD LEASE UNITS
8'-0" WIDE GROUND MOUNT OFFICES

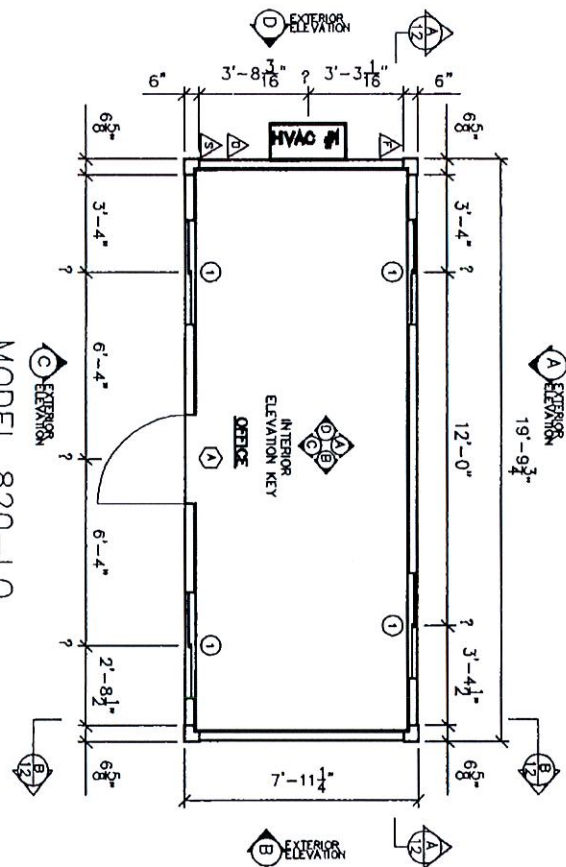
NOTES, SYMBOLS
& DEFINITIONS

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DFU	2/2/10
SCALE	DATE
NONE	8M.O-01
SHEET	
1	
PRODUCT LINE	DATE
SW OFFICE	18

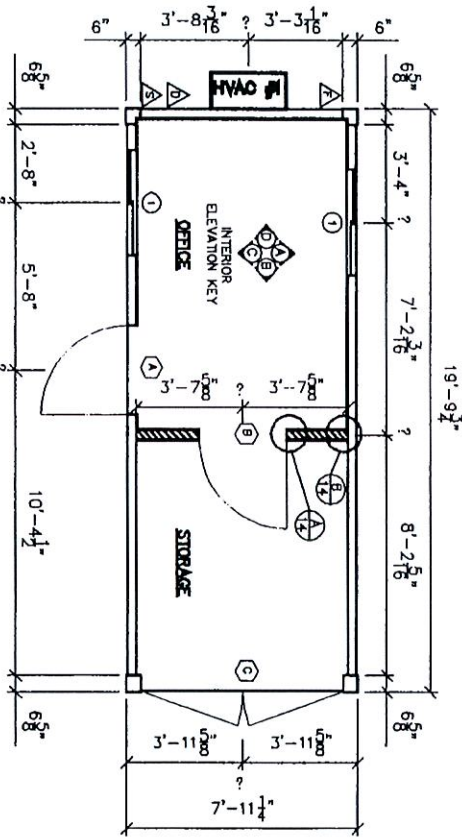
67-31-15



MODEL 810-LO



MODEL 820-LO



MODEL 820-LC

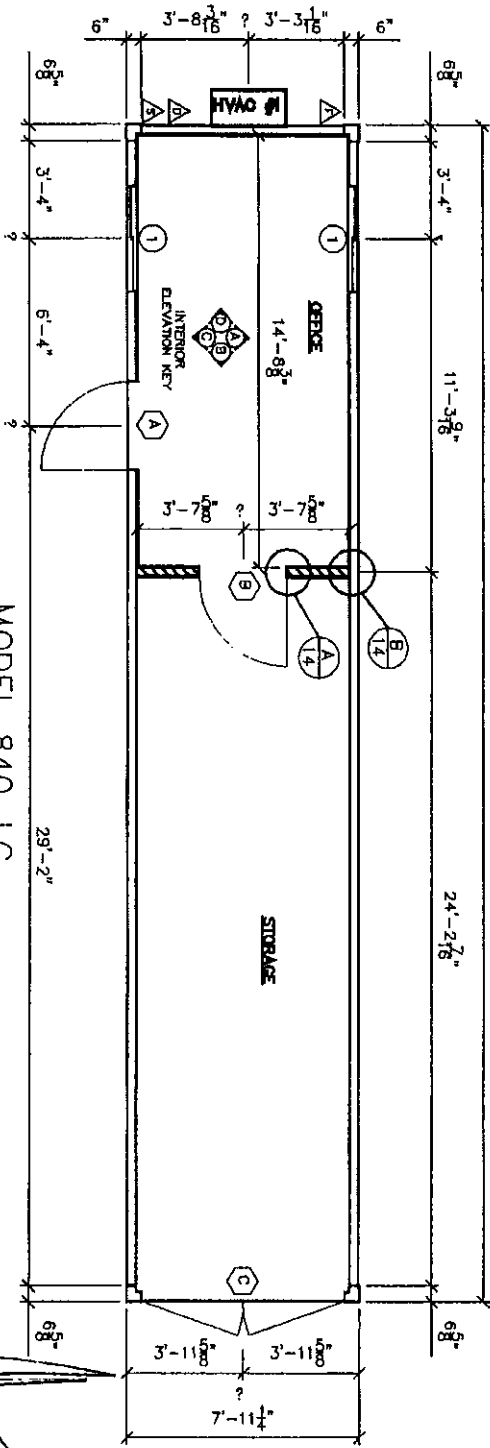
STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

FLOOR PLANS

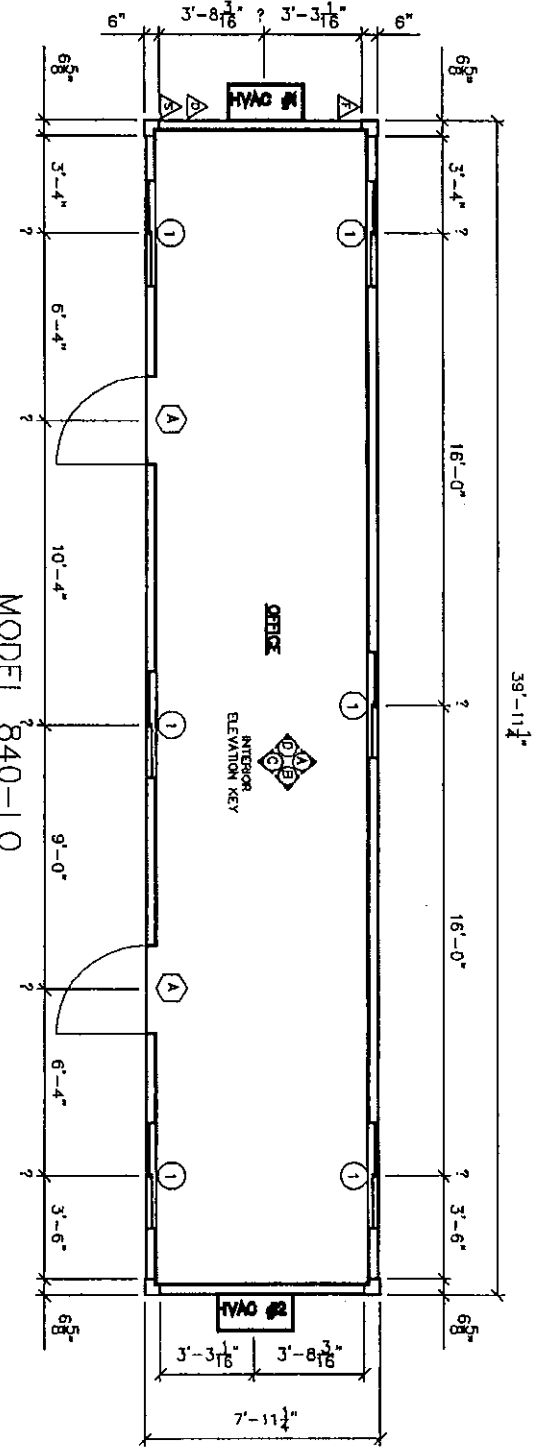
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2
SHEET
DATE: 1/4/10
DWG NO: 1/4-1-01
REV: 02
8W OFFICE



MODEL 840-LC



MODEL 840-LO

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

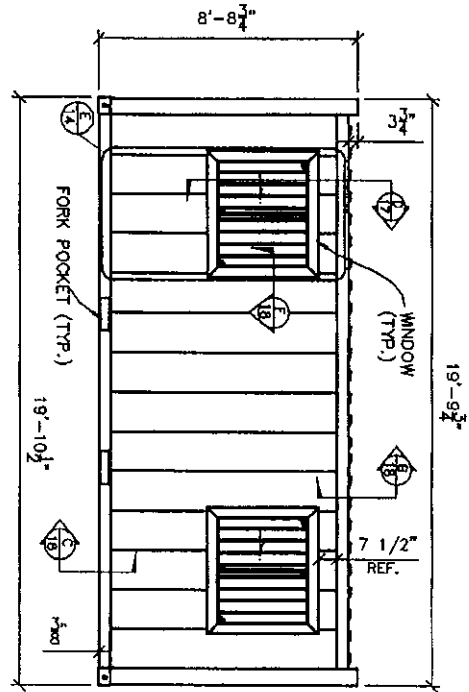
FLOOR PLANS

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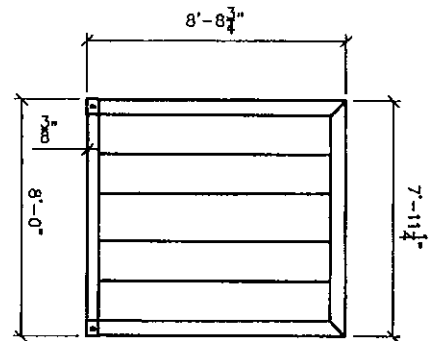
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DATE	2/1/10
BY	174-1-1-10K-C-03
SHEET	3
8W OFFICE	18

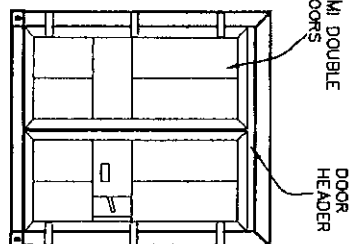
NOTE: MODEL 820-LO SHOWN



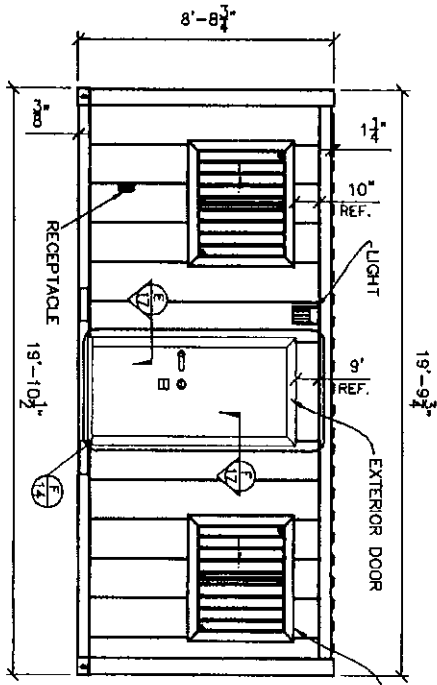
ELEVATION "A"



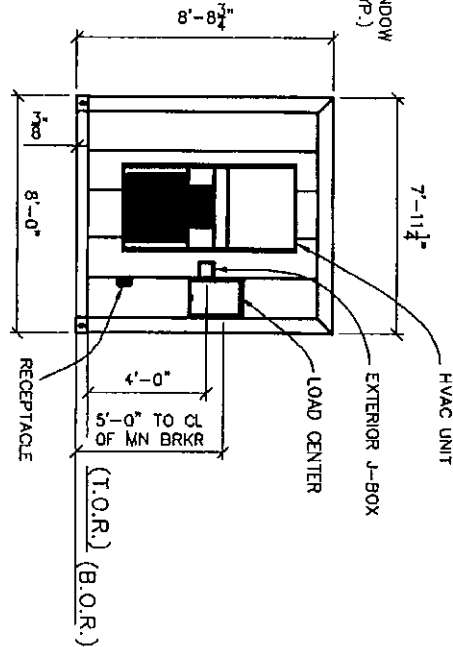
ELEVATION "B"



ELEVATION "B"
W / DOORS
COMBO UNITS



ELEVATION "C"



ELEVATION "D"

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

TYPICAL
EXTERIOR ELEVATIONS

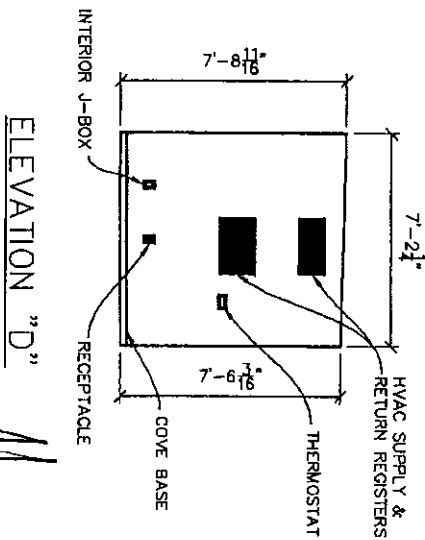
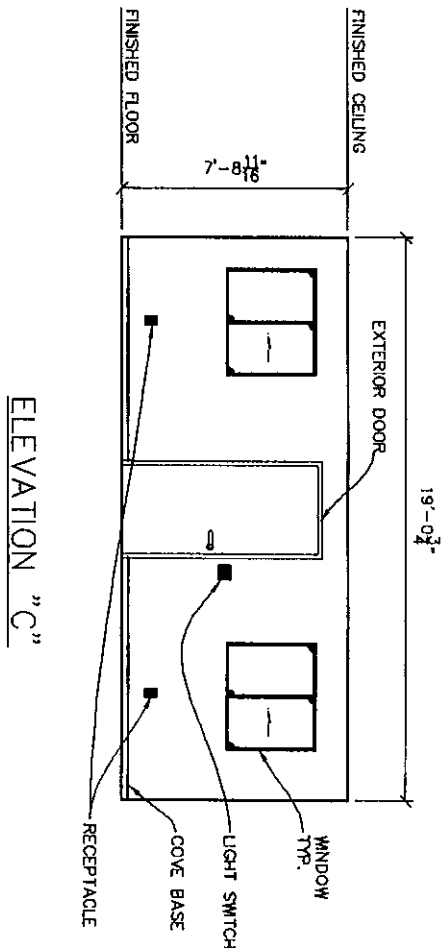
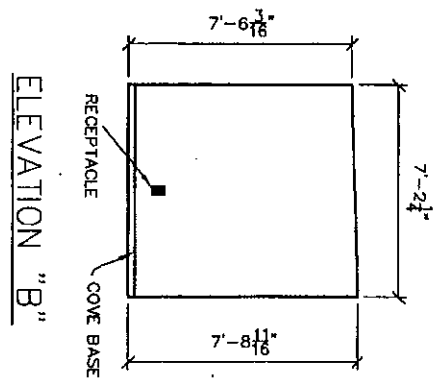
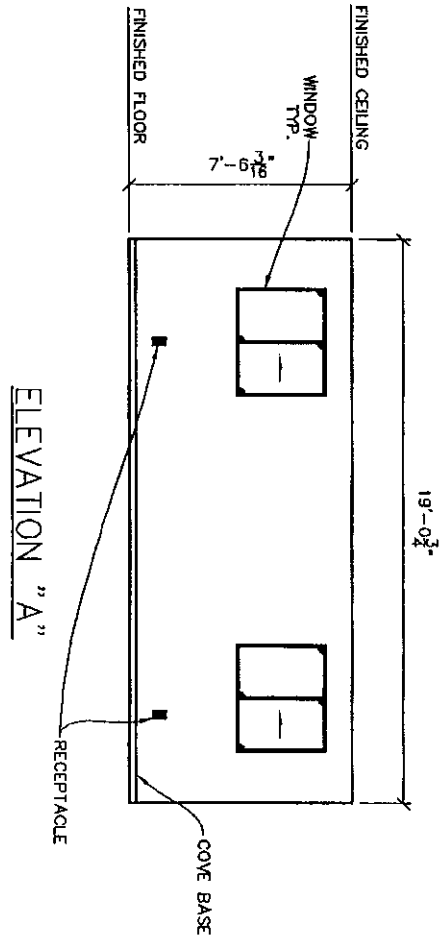
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4
SHEET
1/27/00
1/4"-1'-0" BW.O-04
BW OFFICE

015115

NOTE: MODEL 820-LO SHOWN



STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

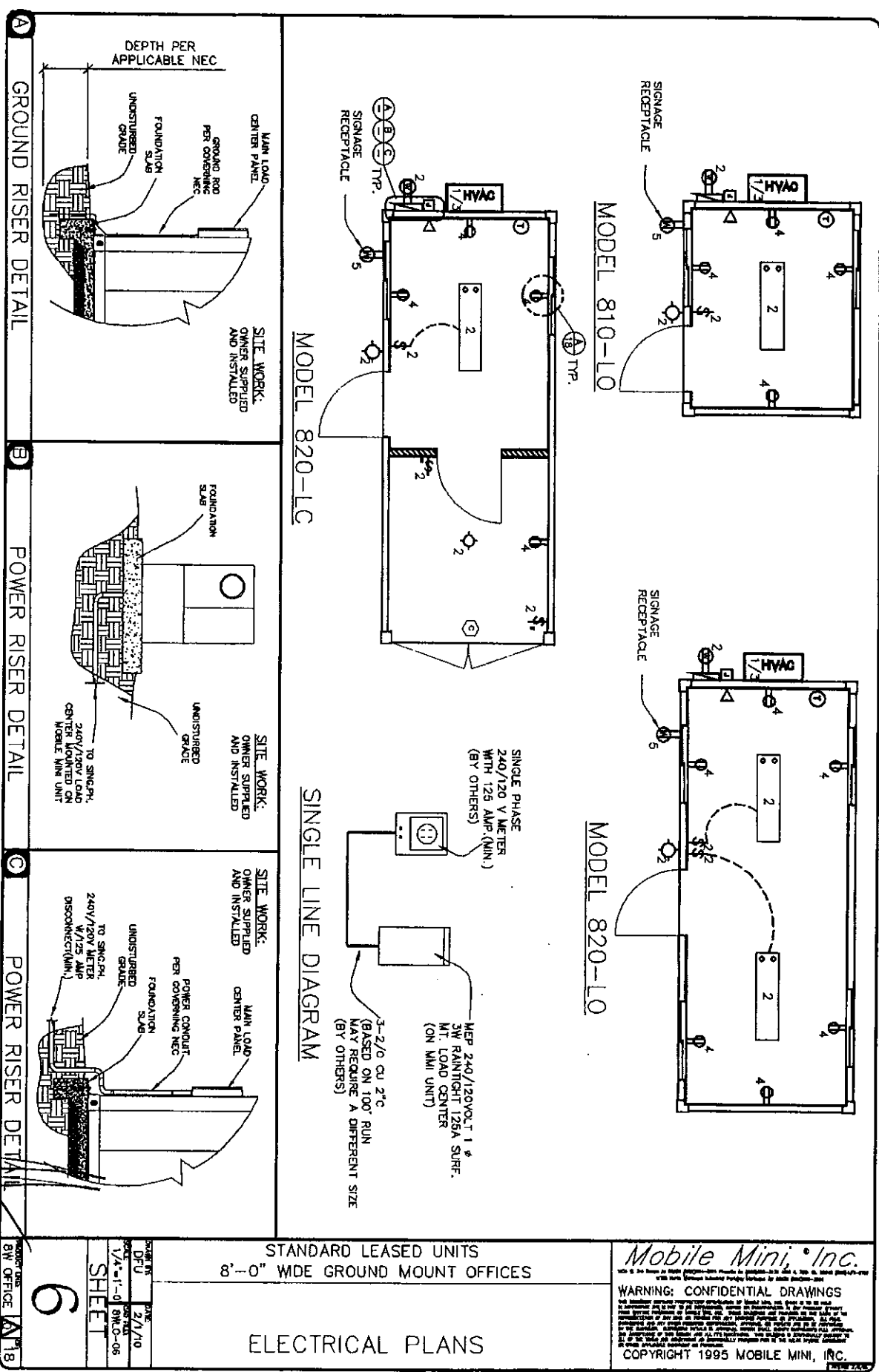
TYPICAL
INTERIOR ELEVATIONS

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5
SHEET
DWG NO. 1/13/70
1/4" = 1'-0" BM.G-05

07-31-15



07-31-15

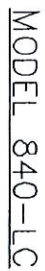
6

DATE	2/1/10
BY	SHC-06
REV	1/1-1-0
SHEET	6

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[illegible]

PRODUCT LINE
8W OFFICE
A
18

62-31-15

NOTES

1. ATTACH DRYWALL TO STUDS WITH #6 SELF-TAPPING TEK SCREWS SPACED @ 8" O.C.
2. ATTACH PLYWOOD TO JOIST WITH SCREW PNEUMATIC REMOXY, PIN FASTENER @ 6" O.C. AROUND PERIMETER AND 12" O.C. IN THE FIELD.
3. INSTALL INSULATION WITH FACED SIDE TOWARD INTERIOR OF UNIT.
4. ALL ELECTRICAL COMPONENTS, INCLUDING GROMMETS AND SLEEVES, MUST BE UL LISTED.

EXTERIOR SURFACE MOUNTED J-BOX WITH 3/4" EMT CONDUIT
ERROR J-BOX MOUNTED • 48" ABOVE TOP OF END RAIL

6. ALL LUGS IN LOAD CENTER SHALL BE RATED FOR 75 DEG. IN ACCORDANCE WITH NEC 110(14), 310(16).

7. DOOR MUST HAVE DEAD STALLING " THIS DOOR IS TO REMAIN UNLOCKED DURING BUSINESS HOURS."

	A
-E240W	2 x B240
-E160W	12 x B160
TOTAL LOADS	20840 W

100

[illegible]

9	1/2	20	REPTILES (4)
10	1/2	20	
11	1/2	20	
12	1/2	20	
13	1/2	20	
14	1/2	20	
15	1/2	20	
16	1/2	20	
17	1/2	20	
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1. ATTACH DRYWALL TO STUDS WITH #6 SELF-TAPPING TEK SCREWS SPACED @ 8" O.C.
2. ATTACH PLYWOOD TO JOIST WITH SCREW PLYTEK REMOV. PIN FASTENERS @ 6" O.C. AROUND PERIMETER AND 12" O.C. IN THE FIELD.
3. INSTALL INSULATION WITH FACED SIDE TOWARD INTERIOR OF UNIT.
4. ALL ELECTRICAL COMPONENTS, INCLUDING GROMMETS AND SLEEVES, MUST BE UL LISTED.
5. ALL DOORS BETWEEN AIR CONDITIONED AND NON AIR CONDITIONED SPACES MUST BE WEATHERSTRIPPED.
6. ALL LUGS IN LOAD CENTER SHALL BE RATED FOR 75 DEG. IN ACCORDANCE WITH NEC 110(14), 310(16).
7. DOOR MUST HAVE DECAL STATING " THIS DOOR IS TO REMAIN UNLOCKED DURING BUSINESS HOURS."

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

SCHEDULES & NOTES

Mobile Mini, Inc.

1700 North Macquarie Industrial Parkway, Suite 100, Santa Ana, CA 92705-5000

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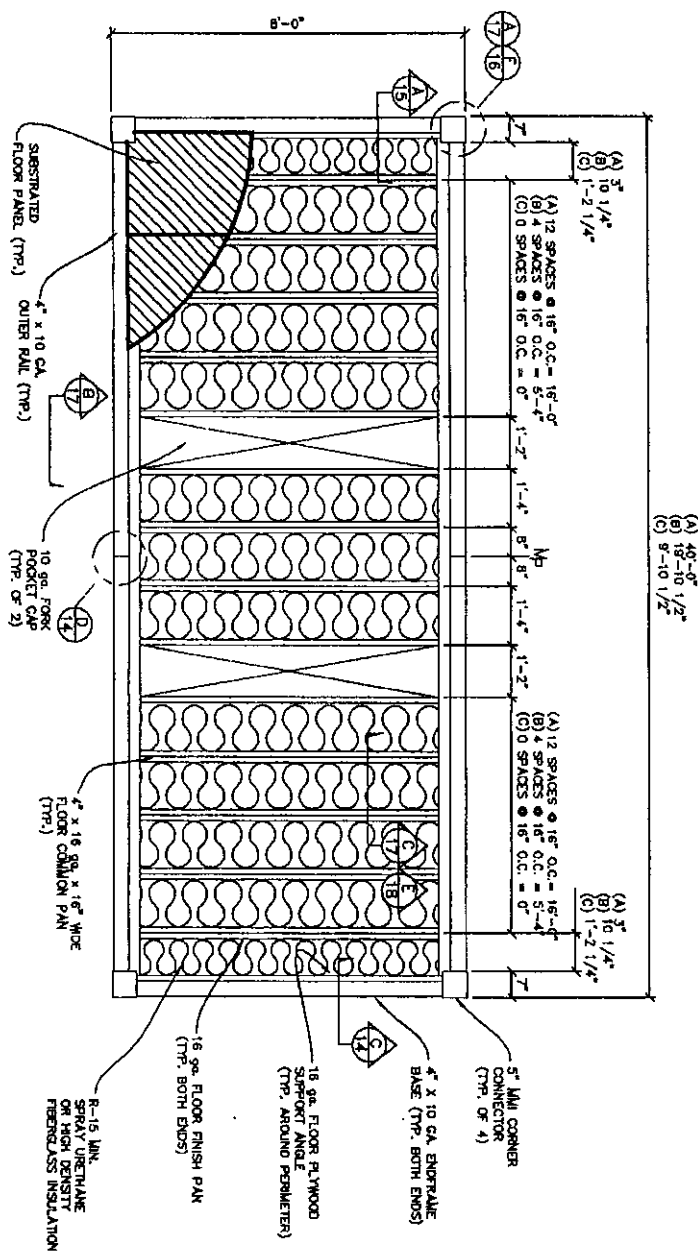
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DFU	1/18/10
NONE	3MO-08
SHEET	
8	
8W OFFICE	18

02-31-15

DIMENSION VARIABLES:
(A) MODELS 840-LO & 840-LC
(B) MODELS 820-LO & 820-LC
(C) MODEL 810-LO



STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

TYPICAL
BASE FRAME PLAN

Mobile Mini, Inc.

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[illegible]

8W OFFICE

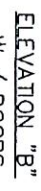
SHEET

6

3/20-1-0	27/10
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07-31-65

18 ga. STAMPED
ROOF PANEL (TYP.)



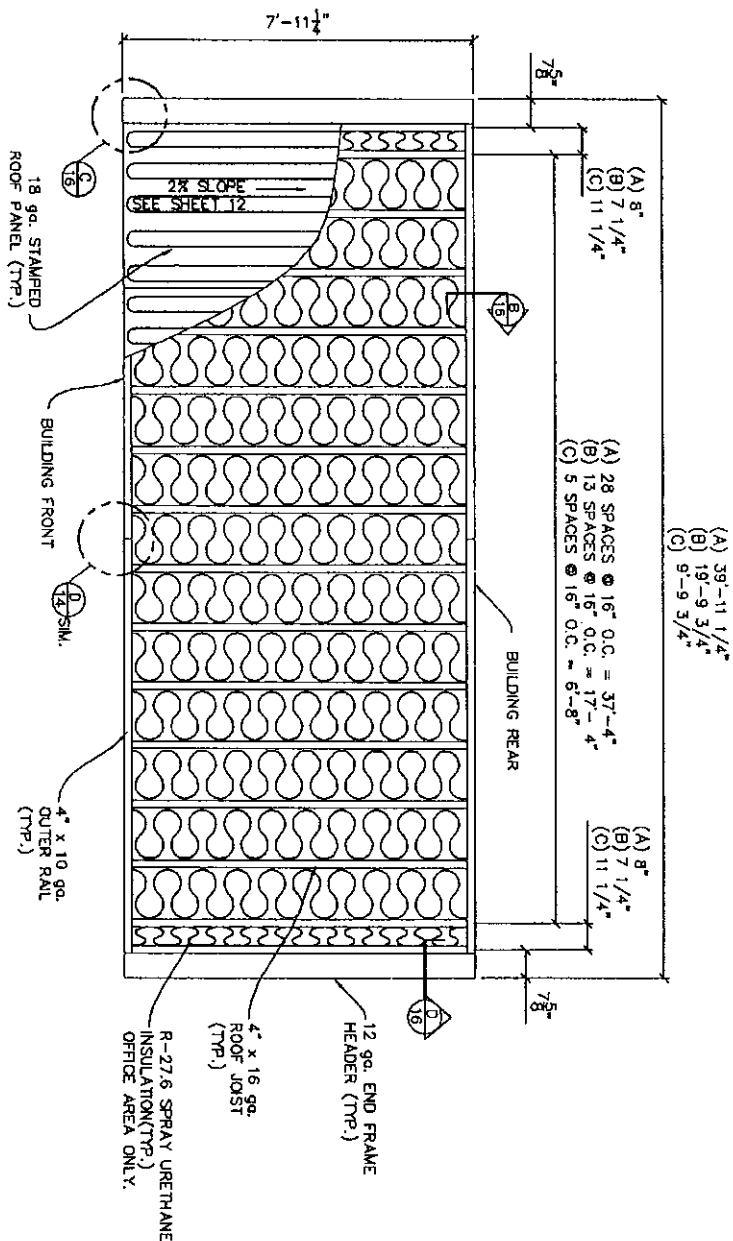
ELEVATION "B"
W / DOORS
COMBO UNITS

TYPICAL EXTERIOR
FRAMING PLAN

QUANTITY	DATE
D=U	2/2/10
SCALE	GRID PAPER
1/4"=1'-0"	8M-C-10
SHEET	
10	
PROJECT DATA	DATE
81W OFFICE	1/18

62-31-15

NOTE: MODEL 820-LO SHOWN



DIMENSION VARIABLES:
(A) MODELS 840-LO & 840-LC
(B) MODELS 820-LO & 820-LC
(C) MODEL 810-LO

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

TYPICAL ROOF FRAMING PLAN

Mobile Mini, Inc.

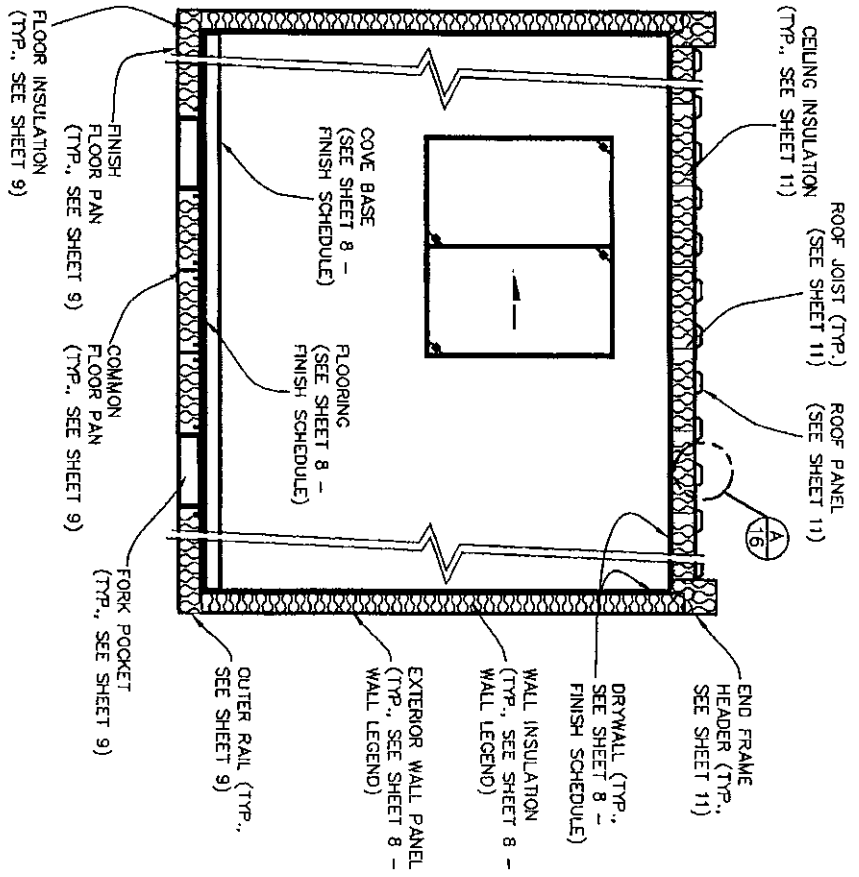
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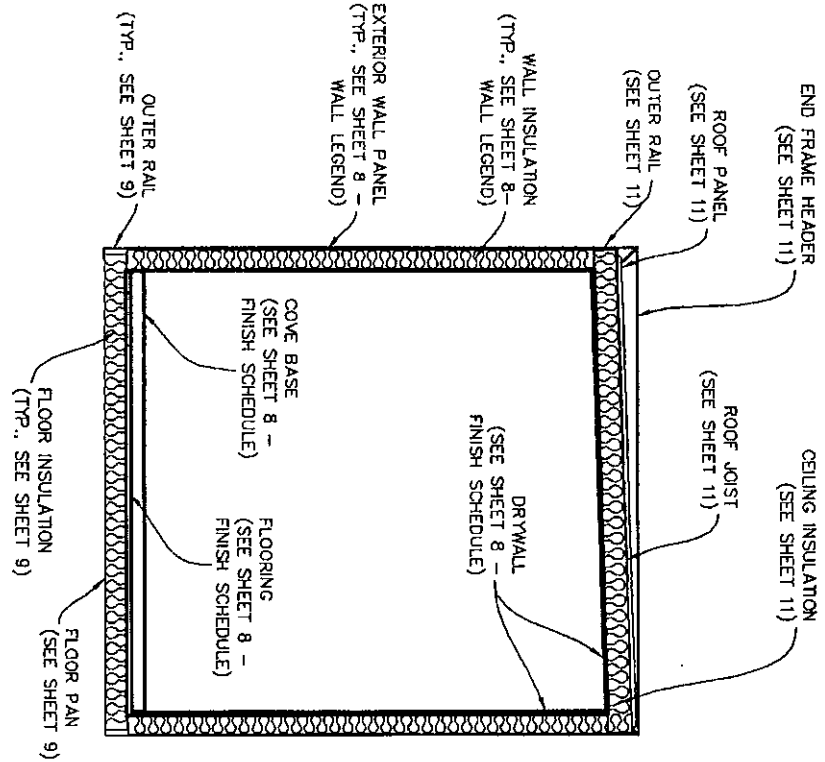
DATE: 11/10	BY: 2/2/10
DESIGN: 3/6/11-01 BMO-11	
SHEET	
11	
BY: OFFICE	

62-31-18

CROSS SECTION A~A



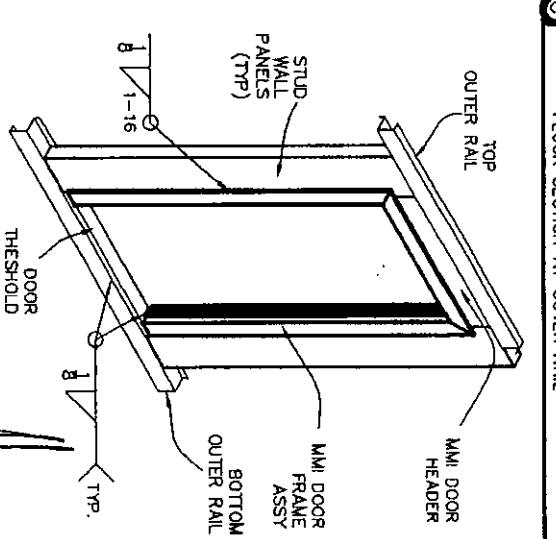
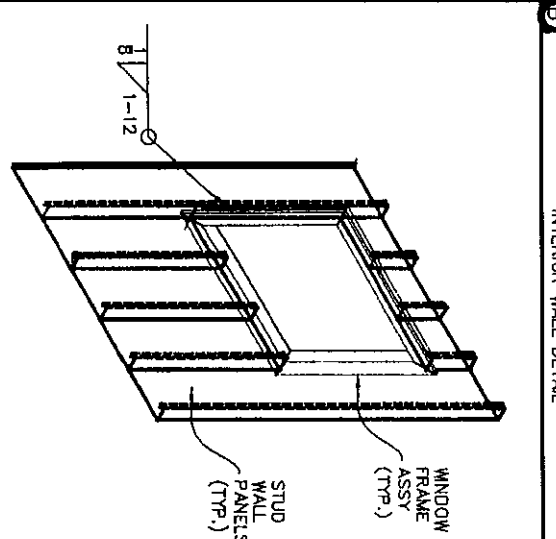
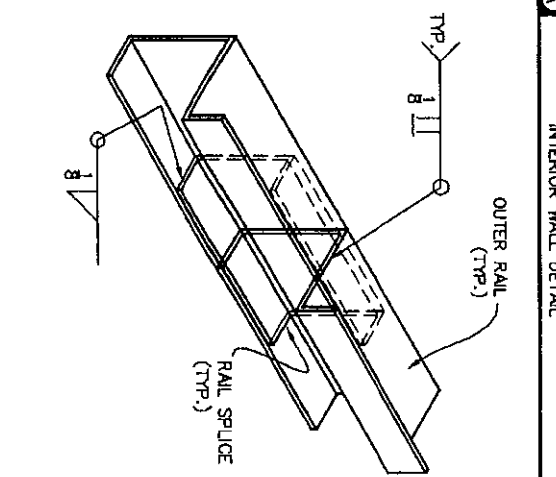
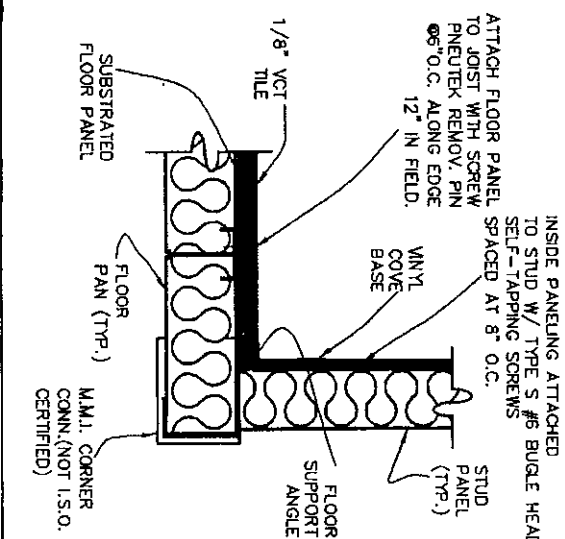
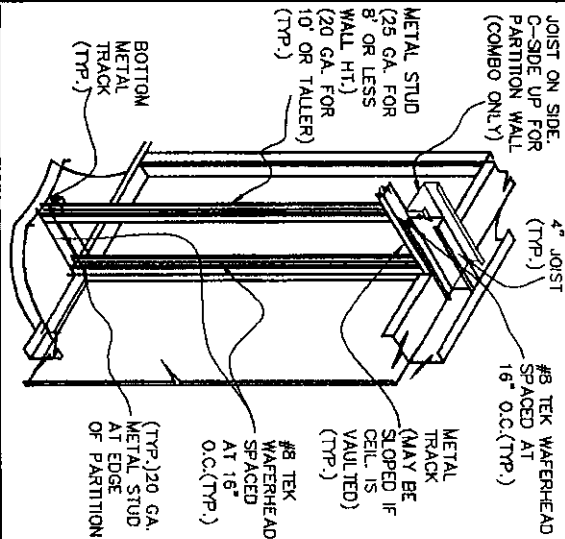
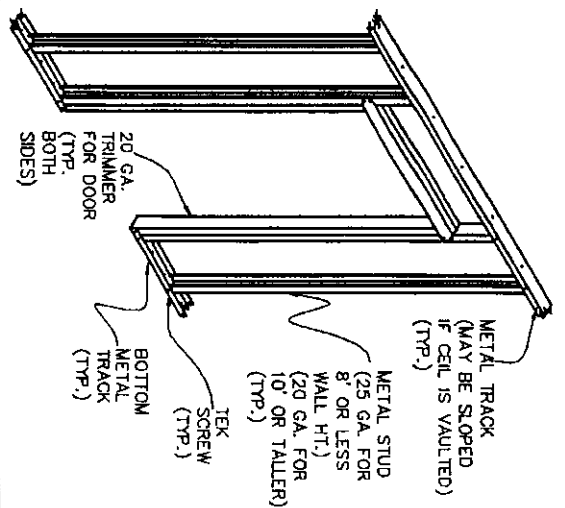
CROSS SECTION B~B



62-3145

STANDARD LEASED UNITS	
8'-0" WIDE GROUND MOUNT OFFICES	
TYPICAL	
BUILDING CROSS SECTIONS	
ROOM 65	DATE 2/2/10
DFU	BY 1/2-11-01 BMD-12
SHEET	
12	
BW OFFICE 1A 1B	

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STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

DETAILS

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RAIL SPURCE DETAIL

WINDOW (STUD) FRAME ATTACH. DETAIL

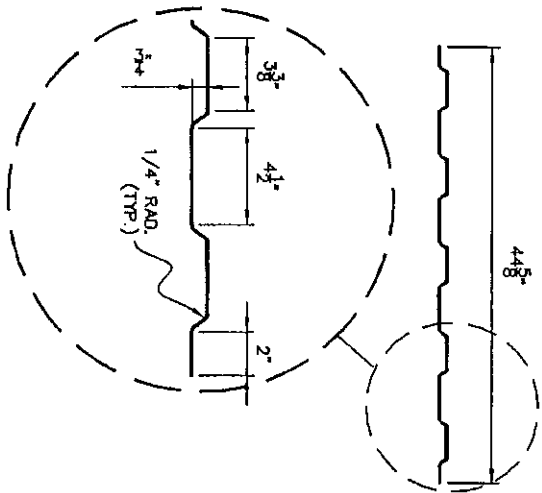
DOOR FRAME ATTACHMENT

8'W OFFICE

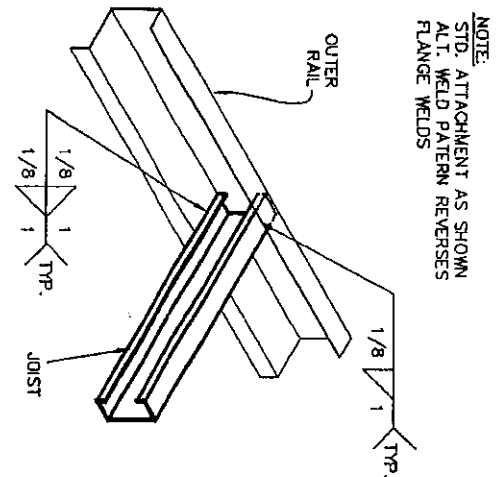
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SHEET
DATE: 2/2/10
BY: BMO-14

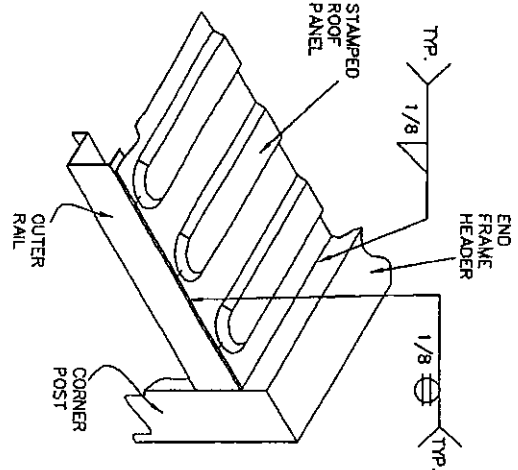
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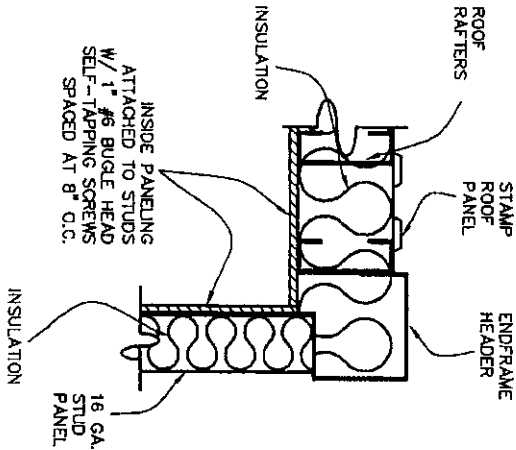
A ROOF PANEL PROFILE



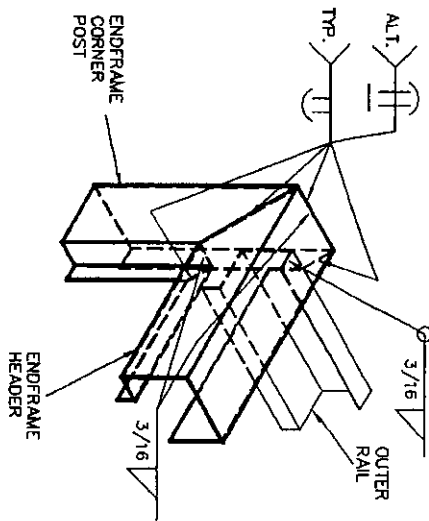
B ROOF RAFT. TO RAIL CONN. DET.



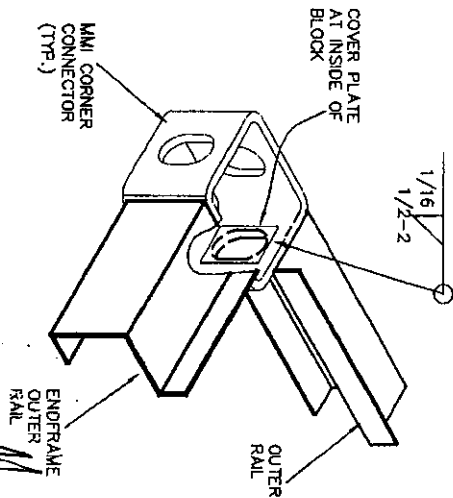
C ROOF PANEL CONN. DET.



D ROOF SECT. AT END FRAME



E TOP CORNER CONNECTION DETAIL



F CORNER CONNECTOR COVER PLATE DETAIL

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

DETAILS

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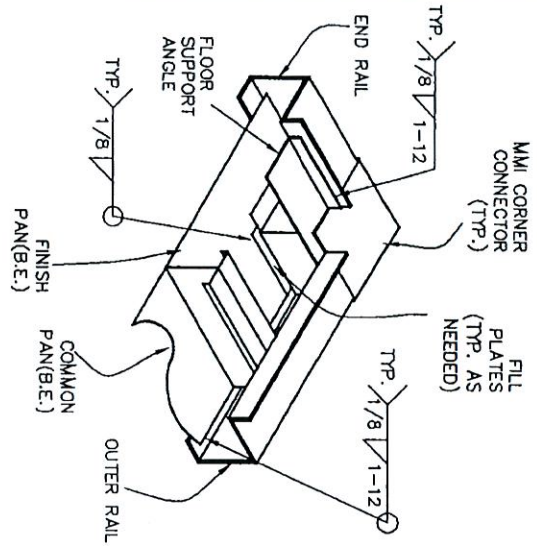
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SHEET

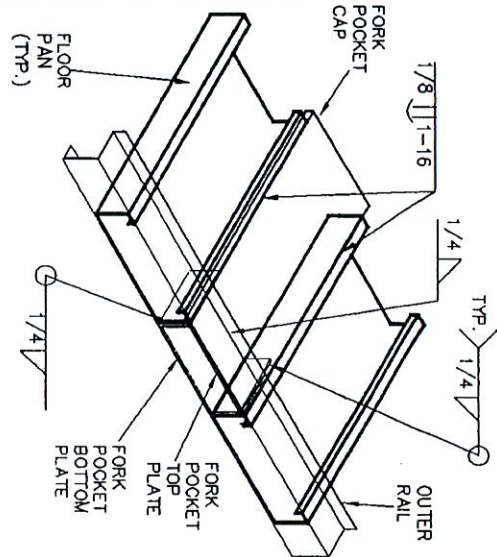
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BY: 8W-16

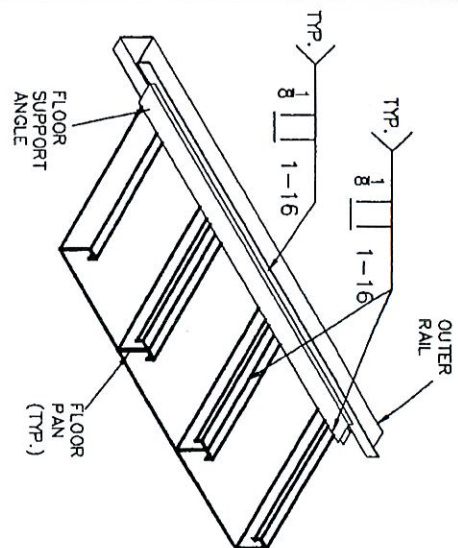
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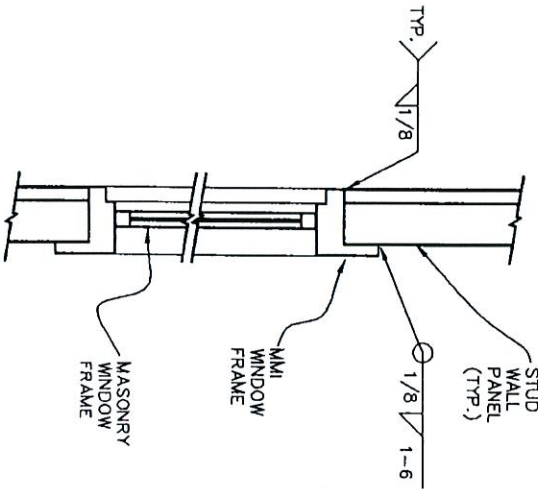
A BOTTOM CORNER DETAIL



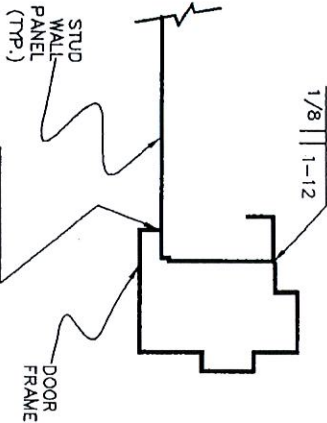
B FORK POCKET DETAIL



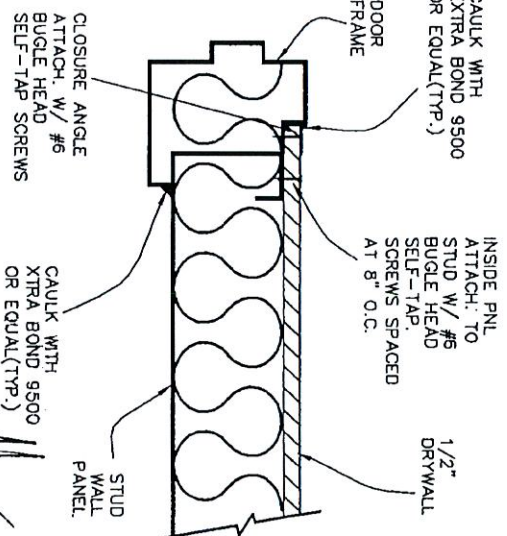
C FLOOR SUPPORT ANGLE DETAIL



D WINDOW FRAME SECTION



E DOOR FRAME SECTION



F DOOR / CAULKING SECTION

STANDARD LEASED UNITS
8'-0" WIDE GROUND MOUNT OFFICES

DETAILS

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DATE	2/4/10
DRAWN BY	2/4/10
CHECKED BY	2/4/10
APPROVED BY	2/4/10
SCALE	1" = 1'-0"
SHEET	17
8W OFFICE	18

07-31-15

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 7.

ITEM: Approval of an Inter Local Agreement with Miami-Dade County for the reimbursements of the Municipal Parking Fines Program. Enclosed find a copy of the proposed agreement and supporting documents.

DESCRIPTION:

The funds reimbursed to the Municipality shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Interlocal Agreement	Parking Fines Reimbursement Program.pdf
----	----------------------	---

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Interlocal Agreement (Rev. 2016)**

This agreement is entered into this _____ (day) of _____ (month/year), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and _____ (the "municipality"), a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to jointly as the Parties).

WITNESSETH

WHEREAS, Section 316.008 Florida Statutes, and Section 30-447 Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

WHEREAS, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

NOW THEREFORE in consideration of the covenants contained herein, the Parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the Parties and will continue annually upon agreement by both Parties.
2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified persons who

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Interlocal Agreement (Rev. 2016)**

have disabilities and to provide funds to conduct public awareness programs in the County or municipality concerning persons who have disabilities.

3. The municipality shall annually submit an affidavit sworn by the chief administrative official to the Miami-Dade County Internal Services Department ("ISD").
4. The affiant will affirm that expenditures meet the following criteria:
 - a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.
 - b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.
5. The Parties agree to follow the terms and conclusions regarding payment as follows:
 - a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the distribution of the disabled permit parking fine money for the annual period.

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Interlocal Agreement (Rev. 2016)**

- b. The County agrees to pay the County and the municipality under this agreement based on a payment schedule agreed upon by ISD, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The Parties shall return funds to the County if the project is not successfully completed and allow ISD to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the Parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____

Harvey Ruvin, Clerk

Carlos A. Gimenez, Mayor

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Interlocal Agreement (Rev. 2016)**

ATTEST:

MUNICIPALITY OF _____, FLORIDA

By: _____

City/Town/Village Clerk

City/Town/Village Manager

(Date)

(Official Seal)

Approved for form and legal sufficiency:

Shanika A. Graves
Assistant County Attorney

**MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM
AFFIDAVIT**

State of Florida, County of Miami-Dade

BEFORE **ME,** the undersigned Notary,

[name of Notary
before whom affidavit is sworn], on this _____ [day of month] day of

[month], 20____, personally appeared

[name of affiant],
known to me to be a credible person and of lawful age, who being by me first duly
sworn, on _____ [his or her] oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the County if the project is not successfully completed and allow the Miami-Dade County Internal Services Department to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

[signature of affiant]

[typed name of affiant]

**Miami-Dade County
Municipal Parking Fines Reimbursement Program
Affidavit**

[address of affiant, line 1]

[address of affiant, line 2]

State of Florida, County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____ day of

_____(month), _____ (year), by

_____ *(name of person making statement)*

_____ *(title of person making statement)*

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 8.

ITEM: Consideration and approval of an ordinance on first reading amending section 23-12 entitled general provisions to modify sub-section 23-12(6)(a) related to the allowable height of docks. Enclosed is a staff report from Town Planner Michael Miller and a copy of the proposed ordinance.

DESCRIPTION:

At a recent Town Council meeting the issue of boat dock heights was discussed. The current Code provision limits a deck / dock crossing a seawall to no more than 12 inches (was only 1.5 inches before 2007). While some waterfront owners are replacing / renovating their seawalls to raise them, due to cost or practicality some are adding a retaining wall on top of the seawall or landward. Further, since the BFE are so high sloping down from a home / pool deck to the seawall / dock is creating steep slope issues for some. A Code amendment was requested to address this situation. We used Ron's sketch as a guideline. It seems to make more sense to limit the dock heights from MSL rather than from a seawall or retaining wall, as they can vary so much. We are suggesting 6.5 feet NGVD. Since a seawall cannot exceed 5.5 feet or 6.0 feet in more vulnerable areas (Biscayne Bay frontage) this would allow 6 inches above the highest seawall / retaining wall height (maybe higher – 7.0' or 7.50'?). MMPA was requested to research the matter and prepare a staff report / draft LDR revisions for consideration.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	MMiller staff report	BHI TC Staff Report Dock Heights May 26 2016.pdf
2.	Dock Height Ordinance	Dock Height Draft Ord - May 25 2016.pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MM*
Consultant Town Planner

Date: May 25th, 2016

Subject: Town of Bay Harbor Islands
Proposed Land Development Code Amendment
Boat Docks / Seawalls
Modifications to Allowable Height
MMPA Acct. No. 01-0702-0800

ISSUE:

The Town has received a number of requests from property owners seeking to repair / replace boat docks and seawalls / retaining wall structures. The Town's Code has included zoning provisions for such structures governing the allowable location, size and extension into adjoining waterways for many years. In 2007 the Town studied and subsequently adopted Ordinance No. 830 on January 14th, 2008 that updated many of the Town's earlier Code provisions, including the allowable length of docks extending into waterways, limits on the extent that boats may extend into the Bay Harbor Waterway, and provisions related to flexible dock designs / extensions into waterways as may be required by Miami-Dade County DERM due to sea-grasses and the minimum depth of water necessary for mooring (4 feet). In 2010 the Town considered further amendments but the item was tabled. In 2013 the Town Council expressed an interest in moving forward with the previous 2010 amendments. On December 9th, 2013 the Town Council adopted Ordinance No. 958 which again modified several Code provisions, including establishing minimum heights for docks / regulations for seawall heights.

Most of the original seawalls in the Town were built at elevation between 3.5' – 4.5' MSL and had a uniform "T" appearance (vertical seawall with "T"-shaped seawall cap on top). Due to sea level rises this has proven to be insufficient, as water commonly overlaps the seawalls, especially along Biscayne Bay due to boat traffic and high tides. Many communities have adopted regulations requiring that new or repaired seawalls must be raised, as well as other flood proofing infrastructure. The Town Code now "encourages" seawalls to be 5.5-feet in elevation at most locations (6.0' recommended along Biscayne Bay). The walking surface of

docks are required to be a minimum of 5.0-feet in elevation above mean sea level (for sea plants / creatures) as per Miami-Dade / US Corp of Engineers requirements. Over the years FEMA has steadily increased the minimum Base Flood Elevation (BFE) for habitable structures. In earlier years the lowest habitable floor had to be at least 18 inches above the crown of the adjoining roadway. The roads within the Town are generally built between 4'-5' NGVD. Now geographically delineated areas have set minimum habitable floor elevations higher (8'-10' NGVD). As new buildings are being built, which must be at the BFE or above, the slope of the lot from the house / pool to adjoining property lines / seawalls has become steeper. The elevation of a pool deck / patio deck is generally 6-12 inches below the Finished Floor Elevation (FFE) or 7.00 MSL in the 8.00 MSL areas (single-family areas). On the East Island the BFE ranges from 8.00 MSL on the western side of the island to 10.00 MSL along the eastern edge of the island, which is 4'-5' above seawalls if they are rebuilt to the maximum height allowed or 5.5' to 6.5' above the original seawalls. The Town's new desired seawall cap heights of 5.5' or 6.0' MSL allows for a more gradual slope of the rear yard to the seawall cap. As stated some of the existing older seawalls are very low and cannot structurally support raising the seawall cap to the required height. The cost to build a new seawall and/or repair or raise a seawall cap can be significant. In lieu of building a new seawall or raising the seawall cap several of the recent dock / seawall designs include a retaining wall system on the lot adjoining the seawall or similar structures attached directly to the seawall cap to hold back the grade of the lot / keep water from spilling over into the lot. If a retaining wall system is used to get to the required seawall height, the dock may be required to be lower than the retaining wall system and in some cases, not permitted to be replaced. Docks are now permitted to be a maximum of 12 inches above the seawall cap (1.5 inches prior to 2013 amendment). For example, if the existing older seawall cap is 3.8' in elevation, the dock may be no more than 4.8' in elevation and is under the required minimum 5.0-foot elevation for docks and cannot be replaced.

This issue was discussed at the May 9th, 2016 Town Council meeting. MMPA was instructed to draft suggested Code language modifications to address this issue.

BACKGROUND / RESEARCH FINDINGS

MMPA previously verified with both the US Corp of Army Engineers and DERM that their agencies have no regulations on docks / seawalls unless they are constructed in public waters of the US / state. Seawalls are typically constructed on private property at / near the rear property line. Many communities share similar same design regulations, even though there may be differences in locations needs. The height of seawalls was established many years ago when flood protection was not as critical as today. When the Town was constructed in the late 1940s the land elevations were set at the requirements at that time, which were much lower than today's standards. The earlier rule of thumb was that the minimum habitable floor elevation was at least 18 inches above the crown of the abutting road. This would be about 5½ - 6 feet above mean sea level. There are many older structures in the Town with those floor elevations. FEMA now publishes Flood Insurance Rate Maps (FIRM) that specify higher minimum habitable floor elevations. For the West Island the minimum habitable floor elevation is now 8 feet NGVD. For the East Island the minimum habitable floor elevation ranges from 8 feet NGVD on most of the western areas to 9 feet for most of the eastern areas and 10 feet on portions of those lots fronting on the Indian Creek. The difference is because of expected tidal water storm surges and is based on computer modeling. During a severe tropical storm / hurricane event it could be expected that

Town of Bay Harbor Islands
Proposed Land Development Code Amendment
Boat Docks / Seawalls - Modifications to Allowable Height
May 25th, 2016
Page 3

portions of the Town would be mostly under water from Biscayne Bay / Indian Creek / Atlantic Ocean. During high tides / storm events it has been observed sea water covering streets and overflowing storm drains. If the Town were being constructed today the land elevations / street elevations would be at least 2 feet higher than exist today. If global warming warnings continue and sea levels rise as predicted, there may come a time when the coastal areas of South Florida experience regular flooding and some structures become un-inhabitable (estimated sea level has risen about 9 inches in the last 80-100 years).

The US Corp of Army Engineers has published a document entitled "Dock Construction Guidelines in Florida or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation (SAV)" which was published in August 2001. The Corp of Engineers uses these guidelines in the permitting process for docks in Biscayne Bay and adjoining / connected waterways. Miami-Dade County DERM also uses these guidelines and acts as the local permitting agent for the Corp. The guidelines are geared more toward protecting underwater sea grasses and include suggested limits on dock sizes and extensions into water bodies to permit sun light to get to the sea grasses. One of the US Corp of Army Engineer's guidelines is that the minimum height of the dock surface (top) should be at least 5 feet above the mean high water line.

In 2009 the Town's Building Department staff researched the estimated cost to repair seawalls as stated on a number of building permit applications. There were 17 permits issued during 2009 by the Town for seawall repairs; however, staff believes some of the costs may include some dock repairs as well. Out of the total number of permits issued (17), 10 of the permits listed repair costs less than \$2,000 (including both single-family / multi-family). One permit listed a cost of \$16,500 while a group of 4 permits ranged between \$20,920 and \$26,500. One permit listed a cost of \$36,335 and one permit listed a cost of \$100,000. Again the cost listed is believed to include dock repairs as well.

As it is costly to replace a seawall and raise the seawall cap to the required heights, several property owners have chosen to keep repairing the lower seawalls and in some cases install a retaining wall system on top of the seawall or landward. This is potentially an issue for the long term goal of a uniform seawall and seawall height appearance, rather than a haphazard appearance. There have also been many permits issued to raise the seawall cap up to the suggested height without the use of a retaining wall system.

After researching the issue and discussing this with Town staff (Town Manager / Bldg. Official / Town Engineer), MMPA feels that amending the Code to limit docks to no more than 6.5 feet above MSL rather than above the seawall cap would allow the types of retaining walls proposed, while still providing adequate access to the dock from the adjoining lot without the exorbitant expense of requiring the applicant to rebuild the entire seawall.

SUMMARY

The Town Manager / staff have received requests for boat docks to have a higher elevation than currently allowed (12 inches above a seawall) due to the higher FEMA minimum Base Flood Elevation (BFE) requirements and resulting steeper lot slopes. On May 9th, 2016 the Town Council discussed this issue and instructed staff to draft some suggested Code amendments. MMPA was instructed by Town staff to research this issue and draft Code language to address this issue.

After researching the issue, MMPA feels that amending the Code to limit docks to no more than 6.5 feet above MSL, rather than above the seawall cap as the Town regulations now specify, would allow property owners to construct the types of retaining walls proposed while still providing adequate (less steep) access to the boat dock from the adjoining lot without the exorbitant expense of requiring the applicant to rebuild the entire seawall. MMPA recommends the Town Council review and discuss the proposed Ordinance and, if found to be acceptable, move forward with the adoption of the Ordinance on first reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED
CODE OF ORDINANCES ENTITLED ZONING AND
PLANNING; AMENDING SECTION 23-12 ENTITLED
GENERAL PROVISIONS TO MODIFY SUB-SECTION 23-
12(6)(a) RELATED TO THE ALLOWABLE HEIGHT OF
DOCKS; PROVIDING FOR CODIFICATION; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, much of the existing land development in the Town was constructed prior to the enactment of the Zoning and Planning Code, including the installation of seawalls in the late 1940's; and

WHEREAS, the Town has adopted standards for the construction of docks, mooring piles and seawalls in the waterways adjoining the east and west islands; and

WHEREAS, the original land elevations, portions of seawalls and public infrastructure and many habitable structures existing in the Town are lower than current agency standards, which causes occasional flooding problems; and

WHEREAS, over the years FEMA and/or other regulatory agencies increased the minimum elevation requirements for physical improvements, including ground floor elevations for structures, which frequently causes significant grade changes between a newer habitable structure and the older seawalls, docks, roadways and public infrastructure; and

WHEREAS, portions of the original seawalls and some boat docks, while meeting the engineering design criteria when built in the late 1940's, do not adequately protect

adjoining upland properties from the effects, singularly or in combination, of occasional high tides or wave action caused by storm winds or boats within Biscayne Bay or allow for safe or convenient access from boat docks to uplands; and

WHEREAS, the primary environmental permitting agencies - the US Corp of Army Engineers and the Miami-Dade County, regulate where and to what extent boat docks and mooring piles may be placed to minimize environmental damage; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Zoning and Planning Code.

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

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend Section 23-12 entitled "General Provisions" to modify subsection 23-12(6)(a) related to the allowable design standards for boat docks, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2. That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend 23-12 entitled "General Provisions" to modify subsection to amend subsection 23-12(10) to add additional Code provisions for seawalls as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections

of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2016.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Zoning and Planning Code – Chapter 23

Sec. 23-12. General provisions.

- (6) (a) No boathouse or dock building shall be erected on or adjoining any of the lots in the town, but a dock extending such as distance from the line of the outside face of the seawall cap of the waterfront lots as may be approved by the town manager may be permitted, provided:
- (i) No deck of any dock shall be higher than the existing height of the seawall cap, or a retaining wall attached directly to the seawall cap, or a retaining wall abutting the seawall; provided, however, if a property has a deck and/or walkway in the adjacent yard and wishes to carry the same material across the seawall cap onto the dock so that there is an unbroken appearance between the deck and/or walkway and dock with respect to materials, the dock may be higher than the seawall cap, but not to exceed 12 inches 6.5 feet above Mean Sea Level (MSL), ~~subject to approval of the planning and zoning board~~;
 - (ii) No dock or deck constructed within the town shall bear any weight upon the seawall or seawall cap unless structural calculations (including vertical and lateral) are presented to the town by a licensed professional engineer. The engineer shall certify that the additional loading (including vertical and lateral) presented by the proposed dock is within the design loading calculations of the seawall;
 - (iii) No dock shall extend more than 25 feet beyond the outside face of the seawall cap, except as provided hereinafter;
 - (iv) As to those docks projecting into the Bay Harbor Waterway between the east island and the west island, none shall extend more than 15 feet beyond the outside face of the seawall cap. This restriction specifically applies to lots one through 12 in block two; lots one through 32 in block three; and lots one through 28 and lots 96 through 104 in block 23.
 - (v) No dock which extends more than eight feet beyond the outside face of the seawall cap shall have a width of more than four feet, and shall have no obstructions to such width such as storage bins, benches, etc.;
 - (vi) No cover shall be permitted to be erected in connection with any dock;
 - (vii) No part of any dock shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the dock;

- (viii) No boat landing, dock or pier shall be constructed until the plans and specifications therefore shall have been approved in writing by the town manager, and
 - (ix) No portion of any vessel shall extend more than 30 feet beyond the outside face of the seawall cap in the Bay Harbor Waterway.
 - (x) Notwithstanding the above provisions as related to the allowable projection of docks from the outside face of a seawall, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.
 - (xi) The minimum height of a dock surface (top) extending seaward of a seawall shall be at least 5 feet above Mean Sea Level (MSL), unless otherwise approved by the applicable regulatory agency (Miami-Dade DERM / US Corp of Army Engineers). ~~The highest dock surface shall not exceed 12 inches above the adjoining seawall cap, unless otherwise approved by the Town Council.~~
- (b) Boat lifts and/or davits shall be permitted to be constructed and/or installed on or upon adjoining waterfront properties, subject to the following provisions:
- (i) Boat lifts and/or davits: Any device used to raise and/or lower a boat, or other water vehicle to and/or from the surface of the water.
 - (ii) Boat lifts and/or davits shall not be constructed nor installed in such a manner which would allow any portion of the boat lift or davit or watercraft lifted or suspended from same to be any closer than ten feet to a line formed by the projection of the side property lines of the lot.
 - (iii) No portion of a boat lift or davit shall extend more than 25 feet beyond the outside face of the seawall cap.
 - (iv) No boat lift or davit shall be constructed or installed with any attachment or fastening to the seawall or seawall cap. Boat lifts and davits shall be structurally self-supporting and not dependent upon the seawall or seawall cap for structural integrity.

- (v) No cover or canopy shall be permitted to be erected in connection with any boat lift or davit.
 - (vi) No boat lift or davit shall be constructed or installed until the plans and specifications therefore shall have been approved in writing by the town manager.
- (7) No boat canal or other waterway shall be dug or excavated into any of the waterfront lots. No ramp for aircraft shall be built without the approval in writing of the town. The town shall have the right to regulate the size and types of boats, yachts, or vessels which may be moored to any dock or mooring along the waters adjacent to the town, regardless of the location.
- (8) No mooring piles shall be placed more than 40 feet beyond the outside face of the seawall cap of any lot, provided however, no mooring piles shall be placed more than 30 feet beyond the outside face of the seawall cap of any lot on the Bay Harbor Waterway between the east and west island, and no mooring pile shall be nearer than seven and one-half feet to a line formed by the projection of the side lot lines to the lot. Notwithstanding the above provisions, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.
- (9) No lot or parcel shall be increased in size by filling in the waters on which it abuts.
- (10) No seawall shall be erected, constructed or repaired in the town or adjacent thereto unless and until its location, design, materials, structures, strength, etc. shall have been approved in writing by the town.
- (a) Seawall permit for use of municipal seawall. Any person needing to access a municipal seawall shall first obtain a permit and register with the town. In addition to a permit fee, the town might require the posting of a bond.
 - (b) Damaging municipal seawall. Any person injuring or damaging a municipal seawall shall be liable and shall immediately reimburse the town in an amount equal to the cost of repairing such damage or injury. The town shall have a specific lien on any vessel and its equipment that shall damage a municipal seawall due to the negligence in its operation or handling.

- (c) Height of seawalls. The elevation at the top of any seawall cap shall be 5.50 feet above Mean Sea Level (MSL). Notwithstanding the above, the following properties that experience more frequent and turbulent wave action from Biscayne Bay may elect to raise the top of a seawall cap to 6.0 feet above MSL: Lots 11 through 29 of Block 2; Lots 1 through 4 of Block 3; Lots 1 through 5 of Block 4; Lots 29 through 95 of Block 23; and Tracts C through F, as denoted on the plat of "Bay Harbor Island" according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County.
- (d) Design, construction of seawalls. All seawalls shall be designed and certified by a registered engineer and constructed by a licensed contractor.
- (e) Completion of construction, approval. Seawalls, when completed and backfilled to grade shall be plumb and the coping straight before its final acceptance and release of bond by the Town.
- (f) Extension of seawall into waterways. No part of any seawall, including slabs, may extend beyond any lot line into any waterway. Piles and the cap beam may encroach into the adjoining waterway, if approved by the Town and regulatory agency having jurisdiction.
- (g) Construction methods. Seawalls shall be constructed of reinforced concrete, with a cap beam and supported on concrete pilings driven to bedrock. Seawalls shall penetrate into the soil at least 2 feet. No rip-rap shall be permitted in place of a seawall; however, rip-rap may be installed adjoining a seawall if approved by the Town and regulatory agencies having jurisdiction. If a seawall is replaced all existing tie backs shall be removed. Property owners are encouraged to remove failed tie backs when possible due to frequent system failures and damage caused on upland lands.
- (h) Non-conforming Seawalls - Existing seawalls and construction methods other than specified herein shall be allowed to remain as non-conforming structures and may continue to be repaired. Property owners are strongly encouraged to reconstruct and/or raise older low elevation seawalls to the heights specified in subsection (c) above and remove failed tie back systems as opportunities occur to increase flood protection and safeguard properties.
- (11) It shall be unlawful and a public nuisance for any property owner in the town to permit, or fail to repair or reconstruct, any failed seawall upon his property. It is further declared unlawful and a public nuisance for any property owner to fail to remove from his property or an adjacent body of water the debris and rubble of any failed seawall.

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 9.

ITEM: Consideration and approval of an ordinance on first reading amending Section 24-16 entitled minimum landscape standards, to modify the landscape requirements for compliance by nonconforming properties. Enclosed is a report from the Town Planner Michael Miller and a copy of the proposed ordinance.

DESCRIPTION:

At a recent Town Council meeting the issue of requiring older non-conforming sites to upgrade their landscaping as per Sec. 24-16(a) was discussed. It was expressed that for minor improvements the current requirement to upgrade a site fully with all of the minimum landscape requirements may be burdensome. MMPA was requested to research the matter and prepare a staff report / draft LDR revisions for consideration. We have provided several alternatives for the Town to consider.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	MMiller staff report	BHI TC Staff Report NonConforming LS Change May 26 2016.pdf
2.	Proposed Ordinance	Non confirming landscape Draft Ord - May 25 2016.pdf

**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 25th, 2016

Subject: Town of Bay Harbor Islands
Proposed Property Maintenance Standards Code Amendment
Minimum Landscape Standards
Modifications to Requirements for Compliance for Nonconforming Property
MMPA Acct. No. 01-0702-0800

ISSUE

In 1994 Miami-Dade County adopted a minimum Landscape Code (Ch. 18A) that mandates certain landscaping requirements for all land uses in the county, both in the unincorporated areas of the county as well as all municipalities. Local governments may choose to adopt more stringent standards (more / larger / etc.) but the county-wide minimum standards must be met. In 2008 the Town choose to adopt Supplemental Landscape Code upgrades (Sec. 24-16). The Town Council, after receiving input from the Environmental Impact Committee and community residents, desired to include a requirement for older non-conforming properties to upgrade if a threshold was reached. The Town has a significant number of non-conforming properties (i.e. no or few shade trees) but progress has been made to improve sites as redevelopment occurs. Section 24-16(a) requires that all redevelopment of existing properties that add more than 100 sq. ft. of floor area to an existing structure, add more than 100 square feet of hardscape area to a site (walkways / decks / driveways), or cost in aggregate more than \$10,000.00 shall upgrade the landscaping on the property to meet current day standards.

The Town has received complaints from a few property owners seeking to replace / expand existing driveways and/or pool decks but do not want to comply with the landscaping upgrade requirements. Some of the sites did not meet the minimum landscape standards for shade trees, so staff insisted the sites be improved. The Town does not currently have a minimum "green" open space requirement for single-family homes – only multifamily sites. The PZ Board has occasionally expressed concern with the amount of impervious area on some single-family sites and has requested a study of this and possible Code amendments. Recently the Town

**Town of Bay Harbor Islands
Proposed Property Maintenance Standards Code Amendment
Minimum Landscape Standards
Modifications to Requirements for Compliance for Nonconforming Property
May 25th, 2016
Page 2**

adopted Code amendments related to single-family driveways / front yard parking court designs to ensure sufficient landscaped areas are provided along the Town's roadways. Some older multi-family or single-family sites have installed large amounts of hardscapes (driveways / walkways / decks / patios) covering a large percentage of the lots, which is unattractive and leads to drainage problems. Therefore, some of those older sites have limited but established landscaping and may not have ample room to place numerous new trees to meet the County / Town requirements of 5-6 trees per single family lot / 7 trees for one-lot multifamily developments / etc.). Additionally, it can be costly in some instances, to comply with the landscape requirements. But a goal of the Town has been to upgrade older sites as opportunities arise. Perhaps the existing thresholds can be adjusted so that minor exterior improvements do not trigger full compliance.

The Town Council recently discussed this issue, upon the request of the Town Manager, and expressed that this requirement should only be applied to new construction and properties that expand the existing structure more than 100 square feet, rather than replace / minimally expand a driveway or pool deck. MMPA was requested to draft Code language to address this issue.

RECOMENDATION

MMPA recommends the Town Council review and discuss the proposed ordinance and, if found to be acceptable, adopt the ordinance on first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S CODE OF ORDINANCES ENTITLED PROPERTY MAINTENANCE STANDARDS; AMENDING SECTION 24-16 ENTITLED MINIMUM LANDSCAPE STANDARDS, TO MODIFY THE LANDSCAPE REQUIREMENTS FOR COMPLIANCE BY NONCONFORMING PROPERTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Property Maintenance Standards Code for the community in September 1996; and

WHEREAS, the Town of Bay Harbor Islands has been required to enforce the Miami-Dade County Landscape Code (Chapter 18A) requirements since 1994; and

WHEREAS, the Town of Bay Harbor Islands adopted enhanced Supplemental Landscape Code provisions for the community in August 2008; and

WHEREAS, the Town Council periodically studies various land development trends and landscaping issues and amends the Property Maintenance Standards Code accordingly; and

WHEREAS, some of the existing land development in the Town was constructed prior to the enactment of the Miami-Dade County Landscape Code or Town Property Maintenance Standards Code; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Zoning and Planning Code.

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

Section 1: That the Town of Bay Harbor Islands Property Maintenance Standards Code is hereby amended to amend Section 24-16 entitled "Minimum Landscape

Standards” to modify the requirement for compliance for nonconforming properties, as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

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 application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands’ Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2016.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A
Amendments to the Town of Bay Harbor Islands
Property Maintenance Standards Code – Chapter 24

Alternative 1

Sec. 24-16. Minimum landscape standards.

Requirements for compliance for nonconforming properties. It is the express intent and desire of the town council that all sites comply with and meet the minimum requirements set forth in the Miami-Dade Countywide Landscape Code and town supplemental standards stated herein. The town recognizes that many of the properties in the town were constructed prior to the enactment of either the county or town supplemental code requirements. Property owners are encouraged to meet the most recent minimum standards, if possible. All new development must comply with the most stringent standards set forth in either code. All redevelopment of existing properties that add more than 100 square feet of gross floor area to an existing structure, ~~add more than 100 square feet of pavement, decking, patios or other hardscape area to a site, or cost in aggregate more than \$10,000.00~~ shall upgrade the landscaping on the property to meet current day standards.

Alternative 2

Requirements for compliance for nonconforming properties. It is the express intent and desire of the town council that all sites comply with and meet the minimum requirements set forth in the Miami-Dade Countywide Landscape Code and town supplemental standards stated herein. The town recognizes All new development must comply with the most stringent standards set forth in either code. All redevelopment of existing properties that add more than 100 square feet of gross floor area to an existing structure, add more than ~~100~~ 200 square feet of pavement, decking, patios or other hardscape area to a site, ~~or cost in aggregate more than \$10,000.00~~ shall upgrade the landscaping on the property to meet current day standards.

Alternative 3

Requirements for compliance for nonconforming properties. It is the express intent and desire of the town council that all sites comply with and meet the minimum requirements set forth in the Miami-Dade Countywide Landscape Code and town supplemental standards stated herein. The town recognizes All new development must comply with the most stringent standards set forth in either code. All redevelopment of existing properties that add more than 100 square feet of gross floor area to an existing structure, add more than ~~100~~ 200 square feet of pavement, decking, patios or other hardscape area to a site, or cost in aggregate more than ~~\$10,000.00~~ \$20,000.00 shall upgrade the landscaping on the property to meet current day standards.

Other thresholds for Non-Conforming Site Compliance are Possible.

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Chapter 16 of the Town Code, providing for a renewed eligibility window for the participation of the Town Manager to the Employees Retirement System. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

At the May 5th, Special Council Meeting, the Town Council discussed Town Manager Wasson performance evaluation. As a result, the Town Council approved changes the Town Manager contract and allowed for the Manager to join the Employees Retirement System. The proposed ordinance would open an eligibility window for the Town Manager to join the Retirement System within six (6) months.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposed Ordinance	Town Manager Opt-In Ordinance Amendment (11May2016).pdf
2.	Acturials	TM Pension- acturial.pdf

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 EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A RENEWED ELIGIBILITY WINDOW FOR THE PARTICIPATION OF THE TOWN MANAGER IN THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town Council intends to provide a renewed six-month eligibility window within which the Town Manager may elect to participate in the Bay Harbor Islands Employees Retirement System at no cost to the Retirement System;

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. That Section 16-20, Persons eligible and persons ineligible, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the underlined language and deleting the ~~stricken through~~ language as follows:

Sec. 16-20. - Persons eligible and persons ineligible.

All full-time, salaried or hourly paid general employees and police officers initially employed on or after October 1, 1980, shall become members of the retirement system upon the completion of one year of continuous employment. All full-time, salaried or hourly paid general employees and police officers as of September 30, 1980, and who are not as of such date members in the retirement system shall be eligible for

membership at any time on or after the completion of one year of continuous employment, with membership service to include the one year period prior to commencement of member contributions. The town manager, ~~within the later of either, six calendar months after appointment to that position, or six calendar months after enactment of this ordinance,~~ may make a one-time irrevocable election to participate ("opt in") in the retirement system by delivering a written notice thereof, dated and signed as town manager, to the retirement system and town finance officer. The town manager's election to opt in shall be subject to approval by the town council. Should the town manager elect to opt in, and such election be approved by town council, the years or fractional parts of years accrued as town manager shall be added to the member's years of credited service under the following terms and conditions:

- (1) The member contributes to the retirement system the full actuarial cost of all service credits, including the first year of employment, purchased hereunder.
- (2) The purchase of credited service under this subsection by a member shall be paid in full no later than the December 31 prior to retirement in accordance with the terms, rules, procedures and regulations established by the board of trustees. If full payment is not made prior to the December 31 prior to retirement, then the member, upon retirement, shall not receive credited service for the actuarial equivalent of the balance owed.
- (3) Payment for the benefits provided in this section may be made in one or more of the following manners:
 - (a) Cash lump sum payment.
 - (b) Direct rollovers or member rollover contributions from other plans. The fund will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Internal Revenue Code, from an annuity contract described in section 403(b) of the Internal Revenue Code, or from an eligible plan under section 457(b) of the Internal Revenue Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The retirement system will also accept a member rollover contribution of the portion of a distribution from a qualified plan described in section 401(a) of the Internal Revenue Code, or from an individual

retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, that is eligible to be rolled over and would otherwise be includible in the member's gross income.

Current members of the retirement system who are subsequently appointed to the position of town manager, within six calendar months of being appointed, shall have a one-time irrevocable election not to continue participating ("opt out") in the retirement system by delivering a written notice thereof, dated and signed as town manager, to the retirement system and town finance officer. Any such current member of the retirement system who is appointed town manager and elects not to opt out within the prescribed time shall continue to accrue credited service and participate in the retirement system in all respects.

- (4) The following shall not be eligible for participation in the retirement system:
- (a) Members of the town council;
 - (b) Elected officials;
 - (c) Independent contractors;
 - (d) All other persons not falling within the prescribed categories of persons eligible for membership.

Renewed Participation Window for Town Manager: Within six calendar months after enactment of this ordinance, the Town Manager may make a one-time irrevocable election to participate ("opt in") in the retirement system. Any such election shall be made in the manner set forth above, and shall be subject to all terms and conditions set forth in this section.

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 or relettered 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 _____, 2016.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2016.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
TOWN ATTORNEY



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May 27, 2016

Mr. Alan K. Short
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Town of Bay Harbor Islands Employees Retirement System

Dear Alan:

In response to your request, we have enclosed an actuarial impact statement for the proposed ordinance that allows the Town Manager to opt into the pension plan within six months of enactment.

Please note that the actuarial impact was determined based on the October 1, 2015 actuarial valuation of the plan and is based on the assumption that the Town Manager begins participating in the plan as of August 17, 2016 and makes a one-time contribution equal to \$417,459 on that date to cover the cost of his past service liability. Therefore, the Town's required contribution is not impacted by the pension benefit attributable to the Town Manager's service earned through August 17, 2016 and is only impacted by the pension benefit that is expected to be earned by the Town Manager for his service under the plan after August 17, 2016.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles T. Carr".

Charles T. Carr
Consulting Actuary

Enclosure as stated

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

IMPACT STATEMENT FOR ORDINANCE NO.

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following change to the Town of Bay Harbor Islands Employees Retirement System:

Allows the Town Manager to irrevocably opt into the pension plan within six calendar months after the later of the enactment of the ordinance or his appointment to that position by making a contribution to the plan equal to the actuarially equivalent value of any past service credit earned prior to his participation in the plan.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chairman, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2015 actuarial valuation. If the Town Manager elects to participate in the pension plan as of August 17, 2016, then the ordinance is expected to decrease the annual contribution required from the Town for the general employees' portion of the plan by **0.11%** of payroll, but to increase the annual cost. With respect to the 2016/17 plan year, the increase in annual cost is estimated to be \$20,959 for the general employees' portion.

The following tables set forth the required disclosures in connection with the plan change which has been described above:



General Employees' Portion Of the Plan	As of October 1, 2015 (Old Plan Provisions)	As of October 1, 2015 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 5,982,969	\$ 6,420,240
<i>termination benefits</i>	760,691	764,457
<i>disability benefits</i>	27,390	28,630
<i>death benefits</i>	10,923	11,356
<i>return of contributions</i>	31,594	31,594
<i>sub-total</i>	\$ 6,813,567	\$ 7,256,277
for deferred vested participants	\$ 576,943	\$ 576,943
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 2,298,491	\$ 2,298,491
<i>disabled retirees</i>	43,281	43,281
<i>sub-total</i>	\$ 2,341,772	\$ 2,341,772
total	\$ 9,732,282	\$ 10,174,992
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 4,573,887	\$ 4,938,301
<i>termination benefits</i>	518,873	522,290
<i>disability benefits</i>	16,741	17,866
<i>death benefits</i>	6,897	7,290
<i>return of contributions</i>	18,123	18,123
<i>sub-total</i>	\$ 5,134,521	\$ 5,503,870
for inactive participants	\$ 2,918,715	\$ 2,918,715
total	\$ 8,053,236	\$ 8,422,585
Actuarial value of assets	(7,246,525)	(7,643,194)
Unfunded accrued liability	\$ 806,711	\$ 779,391
Actuarial present value of accrued benefits	\$ 7,464,968	\$ 7,817,098
Present value of active participants':		
Future salaries	\$ 11,109,286	\$ 11,417,525
Future contributions	\$ 594,226	\$ 625,050
Present value of future contributions from the employer (including expense loading)	\$ 1,974,851	\$ 1,992,379
Total annual compensation (2016/17 FY)	\$ 2,385,505	\$ 2,544,667
Minimum required contribution (2016/17 FY):		
Annual normal cost (incl. expenses)	\$ 354,934	\$ 392,925
Amortization payment	103,403	99,901
Interest adjustment	18,079	19,853
Employee contribution	(122,691)	(137,995)
Total	\$ 353,725	\$ 374,684
(% of payroll)	14.83%	14.72%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 14-04927

5/27/16

Date signed



AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 11.

ITEM: Consideration and approval of an ordinance on **first** reading amending Chapter 16, of the Town Code entitled Employees Retirement System providing for compliance requirements for prior military and police service. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance would update all of the recent amendments made to the Employees Retirement System for Police Officers only.

Among the changes is the clarification of the average of final compensation based on a 3 year average for police officers: the benefit formula multiplier was increased from 3.25% to 3.50% for service on and after October 1, 2014; the Monthly retirement subsidy was increased from \$350 to \$375 effective October 1, 2014; and several changes to the preserve compliance with the IRS.

Enclosed find a copy of the proposed ordinance and a detailed impact statement for the ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

The annual contribution required from the Town for the police officers portion for the 2016/2017 plan year is \$15,370.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	IRS HEART Premium Tax Ordinance Amendment (04may2016).pdf
2.	Impact statement	ImpactStatement_Ordinance_No 3.pdf

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 EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR THE USE OF PREMIUM TAX REVENUES PURSUANT TO CHAPTER 185, FLORIDA STATUTES; PROVIDING FOR CONTINUED COMPLIANCE WITH THE REQUIREMENTS FOR QUALIFIED PLANS UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE; PROVIDING FOR PURCHASE OF CREDITED SERVICE FOR PRIOR MILITARY AND POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the 2015 regular session of the State of Florida Legislature, Chapter 185, Florida Statutes was amended to provide for certain uses of state-provided premium tax revenues; and

WHEREAS, the Town of Bay Harbor Islands and the Dade County Police Benevolent Association have reached an agreement providing for the use of premium tax revenues in accordance with Section 185.35(1)(g), Florida Statutes, as amended; and

WHEREAS, the Town of Bay Harbor Islands and the Dade County Police Benevolent Association have also reached an agreement permitting police officer members of the retirement system to purchase up to four (4) years of credited service for prior military and/or police service; and

WHEREAS, recent changes to federal laws and regulations require various amendments to the retirement system in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; 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. That subsections (f) and (i) of Section 16-1, Schedule, of Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the underlined language and deleting the ~~stricken through~~ language as follows:

Sec. 16-1. - Schedule.

...

(f) Credited service: Shall mean the total service, consisting of both prior service and membership service, during which a person serves or has served as a full-time employee of the town, and provided further:

- (1) Prior service shall consist of full-time employment prior to the effective date of the ordinance from which this chapter is derived.
- (2) Membership service shall consist of full-time employment subsequent to the effective date and during which a member contributes to the system as provided herein.
- (3) Credited service shall include a member's initial year of employment (eligibility period) although no member contributions are required for such year.
- (4) All other persons employed following the effective date and who become members shall be entitled to membership service only, including credit for the initial year of employment.
- (5) Any member granted a leave of absence may elect to leave his contributions in the fund pending his return as an employee and member and receive credit for the years for which contributions were made, plus prior service, if any, provided such member returns to employment and membership within two months following the end of his leave of absence.

(6) Credited Service shall also include any service credited pursuant to Section 16-24.1.

...

(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. 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. ~~For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the member and which is not includible in the gross income of the member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in subsection (a) of section 16-51 hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the member by reason of Section 132(f)(4) of the Internal Revenue Code.~~

...

Section 2. That Section 16-24.1, Purchase of credits for military service, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-24.1. – ~~Purchase of credits for military service~~Credit for uniformed service, and for prior military and/or police service.

~~The years or fractional parts of years that a participant serves or has served full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, after a participant's first or initial employment with the town, shall be added to his years of credited service provided that:~~

- ~~(1) The participant did not receive a dishonorable discharge from the Armed Forces.~~
- ~~(2) The participant did not receive credited service for the time spent in the Armed Forces from any other private, governmental or military retirement or pension system.~~
- ~~(3) The participant contributes to the fund the full actuarial cost of all service credits purchased.~~
- ~~(4) The purchase of credited service under this section by a participant shall be paid in full prior to the participant's retirement date, and in accordance with all terms, rules, procedures or regulations established by the board of trustees.~~
- ~~(5) The maximum credit which may be purchased by a participant for any military service in the armed forces of the United States under this section shall be four years.~~
- ~~(6) All credited service purchased pursuant to this section shall count toward vesting.~~

(a) Credited service under Uniformed Services Employment and Reemployment Rights Act: Members shall receive credited service for Qualified Uniformed Service in accordance with the Uniformed Services Employment and Reemployment Rights Act.

(b) Purchase of prior military and/or police service: A police officer member may purchase credited service for military service occurring prior to the member's first or initial employment with the Town, as well as 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 pursuant to this Subsection (b) for prior military and prior police service combined shall be four (4) years. The member shall pay the full actuarial cost of the service purchase as calculated by the Fund's actuary and based upon the member's salary at the time that the service credit is requested, plus any and all professional fees related to the purchase. Payment by the member of the required amount shall be made within six (6) months of the request for credit, but not later than the member's retirement date, upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

Section 3. That subsection (a) of Section 16-40, Schedule, of the Town of Bay

Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-40. - Schedule.

The retirement benefits for members shall be as follows:

- (a) *Normal retirement benefit:* The monthly normal retirement benefit for general employees shall be an amount equal to one-twelfth of one and one-quarter percent of average final compensation times all years of credited service; the monthly normal retirement benefit for police officers shall be an amount equal to one-twelfth of one and three-quarters percent of average final compensation times all years of credited service; provided, that effective October 1, 2005, said retirement benefit for police officers shall be increased to a total of three percent for years of credited service on or after October 1, 2005, and effective October 1, 2006, said retirement benefit for police officers shall be increased to a total of three and one-quarter percent (3.25%) for years of service on or after October 1, 2006, and effective October 1, 2014 said retirement benefit for police officers shall be increased to a total of three and one-half percent (3.50%) for years of service on or after October 1, 2014; however, as regards general employee members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table, and as regards police officer employees who made voluntary, additional contributions with respect to credited service prior to October 1, 2005, the benefit percentage accrual rate shall be as shown in the following table for credited service prior to October 1, 2005:

...

Section 4. That subsection (d) of Section 16-40, Schedule, of the Town of Bay

Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-40. - Schedule.

The retirement benefits for members shall be as follows:

...

- (d) *Retirement subsidy: Retirement subsidy:* Notwithstanding any other provision of this article, those police officers retiring after October 1, 2005 and general employees retiring after October 1, 2007, and having attained normal retirement age shall be entitled to a vested percentage, as set forth under normal retirement criteria, of a monthly retirement subsidy of \$350.00 until attaining the age of 65. This retirement subsidy is intended to be used by police officer and general employee retirees for payment of health insurance premiums but is not contingent upon such use. Members that terminate employment with the town and elect to withdraw their contributions shall not be entitled to receive such retirement subsidy. Effective October 1, 2014, the monthly retirement subsidy for police officer Members is increased to \$375.00.

Section 5. That subsection (h) of Section 16-40, Schedule, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding a new subsection (6) as follows:

Sec. 16-40. - Schedule.

The retirement benefits for members shall be as follows:

...

- (h) Death and termination benefits:

...

- (6) *Death while performing USERRA - qualified active military service.* In the case of a Participant who dies on or after January 1, 2007 while performing "Qualified Military Service" under Title 38, United States Code, Chapter 43, Uniformed Services Employment and Reemployment Rights Act ("USERRA") within the meaning of Section 414(u) of the Internal Revenue Code, any "additional benefits" (as defined by Section 401(a)(37) of the Internal Revenue Code) provided under the Plan that are contingent upon a Participant's termination of employment due to death shall be determined as though the Participant had resumed employment immediately prior to his death. With respect to any such "additional benefits," for vesting purposes only, credit shall be given for the period of the Participant's absence from covered employment during "Qualified Military Service".

Section 6. That subsection (a) of Section 16-51, Internal Revenue Code Compliance, of the Town of Bay Harbor Islands Employees Retirement System, is hereby deleted in its entirety and replaced with the following language:

Sec. 16-51. – Internal Revenue Code Compliance.

(a) MAXIMUM AMOUNT OF RETIREMENT INCOME.

- (1) The limitations of this Subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this Subsection (a) shall supersede any provision of the Plan to the extent such provision is inconsistent with this Subsection.

The Annual Pension as defined in Paragraph (2) below otherwise payable to a Member at any time shall not exceed the Dollar Limitation for the Member multiplied by a fraction whose value cannot exceed one, the numerator of which is the Member's number of years (or part thereof, but not less than one year) of service with the Town and the denominator of which is 10. For this purpose, no more than one year of service may be credited for any Plan Year. If the benefit the Member would otherwise accrue in a limitation year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Dollar Limitation.

- (2) “Annual Pension” means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

(A) For limitation years beginning on or after July 1, 2007

- (i) the straight life annuity (if any) payable to the Member under the Plan commencing at the same Annuity Starting Date as the Member's form of benefit, or

- (ii) the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

(B) For limitation years beginning before July 1, 2007

- (i) the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using the interest rate and mortality basis specified by the Board of Trustees for determining Actuarial Equivalence under the Plan for the particular form of payment, or
- (ii) the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

- (3) “Dollar Limitation” means, effective for the first limitation year beginning after January 1, 2001, \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within

the calendar year of the date of the adjustment, but a Member's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The Dollar Limitation shall be further adjusted based on the age of the Member when the benefit begins as follows:

(A) For Annuity Starting Dates in limitation years beginning on or after July 1, 2007

(i) If the Annuity Starting Date for the Member's benefit is after age 65

(I) If the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

(II) If the Plan does have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted

immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subparagraph (3)(A)(i)(I) of this Subsection(a). For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date is the annual amount of such annuity payable to the Member, computed disregarding the Member's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Member who is age 65 and has the same Accrued Benefit as the Member.

(ii) Except with respect to a Member who is a "Qualified Member" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code), if the Annuity Starting Date for the Member's benefit is before age 62

(I) If the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate

assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

- (II) If the Plan does have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subparagraph (3)(A)(ii)(I) of this Subsection (a).

- (B) For Annuity Starting Dates in limitation years beginning before July 1, 2007

<u>Age as of Annuity Starting Date:</u>	<u>Adjustment of Dollar Limitation:</u>
<u>Over 65</u>	<u>The smaller of: (a) the actuarial equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or</u> <u>(b) the actuarial equivalent of the limitation for age 65, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).</u> <u>Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a</u>

	<u>mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the Member. If any benefits are forfeited upon death, the full mortality decrement is taken into account.</u>
<u>62 to 65</u>	<u>No adjustment.</u>
<u>Less than 62</u>	<u>The smaller of: (a) the actuarial equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or</u> <u>(b) the actuarial equivalent of the limitation for age 62, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).</u> <u>This adjustment shall not apply to any "Qualified Member" as defined in Section 415(b)(2)(H), nor to survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code.</u>

- (4) With respect to clause (3)(A)(i)(I), clause (3)(A)(ii)(I) and Paragraph (3)(B) above, no adjustment shall be made to the Dollar Limitation to reflect the probability of a Member's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Member prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Member's death if the Plan does not charge Members for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Member's death.
- (5) The term "limitation year" is the 12 month period which is used for application of the limitations under Code Section 415 and shall be the calendar year.
- (6) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the Member has never participated in a Defined Contribution Plan maintained by the Town.

- (7) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.
- (8) In the case of a Member who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (3) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.
- (9) Any portion of a Member's benefit that is attributable to mandatory Member contributions (unless picked-up by the Town) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.
- (10) Should any Member participate in more than one defined benefit plan maintained by the Town, in any case in which the Member's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the Member's benefit under this Plan shall be reduced so that the Member's combined benefits will equal the Dollar Limitation.
- (11) For a Member who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to §1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.
- (12) The determination of the Annual Pension under Paragraph (A)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than

transfers of distributable benefits pursuant §1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the Town shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) 2 and ½ (two and one-half) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

Section 7. That subparagraphs (3)(a) and (6)(a) of subsection (c) of Section 16-51, Internal Revenue Code Compliance, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-51. – Internal Revenue Code Compliance.

(c) Required Minimum Distributions.

...

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

- (A) Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of ~~Section 1.401(a)(9)-6~~ Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(6) Definitions.

- (A) *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and ~~section 1.401(a)(9)-1, Q&A-4~~ Section 1.401(a)(9)-4 of the Treasury regulations.

Section 8. That subsection (d) of Section 16-51, Internal Revenue Code Compliance, of the Town of Bay Harbor Islands Employees Retirement System, is hereby deleted in its entirety and replaced with the following language:

Sec. 16-51. – Internal Revenue Code Compliance.

...

(d) (1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions

The following definitions apply to this Section:

(A) *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution which is made upon hardship of the member; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code,

or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(B) *Eligible retirement plan:* An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(C) *Distributee:* A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(D) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Section 9. That Section 16-51, Internal Revenue Code Compliance, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding a new subsection (g) as follows:

Sec. 16-51. – Internal Revenue Code Compliance.

...

(g) Notwithstanding any other provision hereunder, a Member's accrued benefit under the Plan shall become non-forfeitable upon the attainment of the age and service requirements for Normal Retirement.

Section 10. That Section 16-80, Deposit, commingling and use of state funds, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-80. - Deposit, commingling and use of state funds.

All monies and funds payable or returnable by the state, pursuant to state laws, for the purpose of providing benefits to or for the exclusive use of policemen of the town may be deposited and commingled in the fund established herein, for investment purposes and the payment of additional benefits to policemen only.

Effective October 1, 2015, all insurance premium tax revenues received by the Town in accordance with Chapter 185, Florida Statutes, shall be utilized to reduce the Town's pension contribution. In addition, all accumulated insurance premium tax revenues as of October 1, 2015, which have not been utilized to fund benefits beyond minimum benefits as defined in Chapter 185, Florida Statutes, shall be utilized to fund the increase, enacted effective October 1, 2014, of the normal retirement multiplier for police officers to 3.5%, as provided in Section 16-40(a).

Section 11. That Section 16-82, Reserved, of the Town of Bay Harbor Islands Employees Retirement System, is hereby amended as follows:

Sec. 16-82. - ReservedSpecial Benefits.

Establishment of Defined Contribution Plan. Pursuant to Section 185.35, F.S., provision is hereby made for the establishment of a Defined Contribution component of the retirement system, which shall exist in conjunction with the defined benefit component, and which shall meet all applicable requirements of Section 185.35, F.S. and Section 401(a) of the Internal Revenue Code. Said component shall be limited to the contributions, if any, made into each member's account and the actual accumulated earnings, net of expenses, earned on the member's account.

Section 12. 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 13. 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 or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 14. 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 15. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2016.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2016.

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
TOWN ATTORNEY

TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM

IMPACT STATEMENT FOR ORDINANCE NO.

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following changes to the Town of Bay Harbor Islands Employees Retirement System:

- (1) Clarifies that average final compensation is based on a three-year average for police officers;*
- (2) Effective October 1, 2014, the benefit formula multiplier for police officers is increased from 3.25% to 3.50% for service earned on and after that date;*
- (3) Effective October 1, 2014, the monthly retirement subsidy for police officers is increased from \$350 to \$375;*
- (4) Effective October 1, 2015, allows the Town to apply all of the accumulated and ongoing Chapter 185 distributions as an offset to the Town's required contribution for police officers; and*
- (5) Makes several changes to preserve compliance with the Internal Revenue Code.*

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chairman, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2015 actuarial valuation. The ordinance will increase the annual contribution required from the Town for the police officers' portion of the plan by **0.98%** of payroll. With respect to the 2016/17 plan year, the increase in annual cost is \$15,370 for the police officers' portion.

The following tables set forth the required disclosures in connection with the plan changes which have been described above:



**Police Officers' Portion
Of the Plan**

	As of October 1, 2015 (Old Plan Provisions; Old Assumptions)	As of October 1, 2015 (New Plan Provisions; Old Assumptions)	As of October 1, 2015 (New Plan Provisions; New Assumptions)
Present value of future expected benefit payments:			
for active participants			
<i>retirement benefits</i>	\$ 8,307,271	\$ 8,523,736	\$ 9,161,152
<i>termination benefits</i>	271,208	281,082	308,672
<i>disability benefits</i>	67,712	71,141	89,809
<i>death benefits</i>	11,682	12,165	13,552
<i>return of contributions</i>	13,837	13,067	11,295
<i>sub-total</i>	\$ 8,671,710	\$ 8,901,191	\$ 9,584,480
for deferred vested participants	\$ 304,974	\$ 306,676	\$ 337,479
for retired participants and beneficiaries			
<i>retired (other than disab.) & benef.</i>	\$ 1,130,416	\$ 1,135,796	\$ 1,237,586
<i>disabled retirees</i>	0	0	0
<i>sub-total</i>	\$ 1,130,416	\$ 1,135,796	\$ 1,237,586
total	\$ 10,107,100	\$ 10,343,663	\$ 11,159,545
Entry age normal accrued liability:			
for active participants			
<i>retirement benefits</i>	\$ 6,284,886	\$ 6,399,981	\$ 6,876,338
<i>termination benefits</i>	181,178	185,966	202,202
<i>disability benefits</i>	35,771	37,086	45,037
<i>death benefits</i>	6,996	7,163	7,745
<i>return of contributions</i>	4,107	3,837	3,510
<i>sub-total</i>	\$ 6,512,938	\$ 6,634,033	\$ 7,134,832
for inactive participants	\$ 1,435,390	\$ 1,442,472	\$ 1,575,065
total	\$ 7,948,328	\$ 8,076,505	\$ 8,709,897
Actuarial value of assets	(8,190,585)	(8,190,585)	(8,190,585)
Unfunded accrued liability	\$ 0	\$ 0	\$ 519,312
Actuarial present value of accrued benefits	\$ 7,282,033	\$ 7,344,620	\$ 7,924,822
Present value of active participants':			
Future salaries	\$ 6,719,903	\$ 6,719,903	\$ 6,717,540
Future contributions	\$ 537,590	\$ 537,590	\$ 537,402
Present value of future contributions from the employer (including expense loading)	\$ 1,446,124	\$ 1,682,687	\$ 2,498,733
Total annual compensation (2016/17 FY)	\$ 1,575,965	\$ 1,575,965	\$ 1,575,965
Minimum required contribution (2016/17 FY):			
Annual normal cost (incl. expenses)	\$ 446,003	\$ 460,071	\$ 496,231
Amortization payment	0	0	66,564
Interest adjustment	10,319	11,621	21,123
Employee contribution	(121,228)	(121,228)	(121,228)
Total	\$ 335,094	\$ 350,464	\$ 462,690
(% of payroll)	21.26%	22.24%	29.36%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 14-04927

5-11-16

Date signed



AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 12.

ITEM: Discussion and possible action on two (2) bids that were received on the possible sale of parcel of property located on the NW corner of West Bay Harbor Driven and 95th Street. Enclosed find a copy of the 2 proposals.

DESCRIPTION:

At the May 9th, Regular Council Meeting, the Town Council consensus was to advertised the request for proposals (RFP) for the parcel of real estate property located on the NW corner of West Bay Harbor Drive and 95th Street. A recent appraisal was provided to the Council which valued the property at \$2.7 million dollars.

The Town Manager's office received two (2) proposals on May 12, 2016 as followed:

* Taubo submitted a proposal in the amount of \$3,000,000.00
* Gene Howard Properties, Inc., in the amount of \$2,200,000.00

Both proposals contained conditions on the possible use, Transfer of Developments Rights, and Site Plan Development.

Staff recommends to re-advertised the request for proposal.

RECOMMENDED ACTION:

Re-advertised the Request for Proposal.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposals	Land for sale- proposals.pdf
2.	Published ad	land for sale ad -dbr.pdf

VIA HAND DELIVERY

Town of Bay Harbor Islands
Attn: Ronald J. Wasson
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: Proposed purchase of that certain parcel of property located on the NW corner of West Bay Harbor Drive and 95th Street in the Town of Bay Harbor Islands, Florida (the "Property")

Dear Mr. Wasson:

TAUBCO (the "Purchaser") is pleased to express its interest in purchasing the above reference Property from the Town of Bay Harbor Islands (the "Seller") on the following general business terms:

Purchase Price: The amount of \$3,000,000.00, subject to customary credits, prorations and adjustments.

Deposit: \$150,000.00
Payment of a \$25,000.00 initial deposit upon the execution of the full execution of a contract for the purchase and sale of the Property (the "Contract"), and payment of an additional deposit in the amount of \$125,000.00 the next business day following the expiration of the due diligence period. The deposits shall be held in escrow by an escrow agent until closing, at which time, they will be released to Seller and credited against the Purchase Price.

Due Diligence Period: The Purchaser shall have 30 days after the full execution of the Contract to examine all aspects of the Property, including its status of title and environmental conditions. If the Contract is terminated prior to the expiration of the due diligence period, then the deposits shall be returned to Purchaser.

Site Plan Approval: Purchaser's obligation to close on the purchase of the Property shall be subject to and conditioned upon the issuance of Site Plan, Development, and Allowable Use Approval in the C-1 zoning district by the Seller's P&Z Board and/or the Seller's council, for a Commercial Mini self-storage facility (the "Intended Improvement") on the Property. Any offsite parking requirements beyond six (6) onsite Parking Spaces and two (2) Loading Spaces are included in the Purchase Price, without and parking impact fees required to be paid by the Purchaser. Purchaser shall submit a complete site plan application to the applicable governmental authorities within 45 days after the full execution of the Contract. If a final, non-appealable site plan approval of the Intended Improvement (the "site Plan Approval" and "zoning Use Approval") is not issued within 150 Days after the full execution of the Contract, then Purchaser shall have the right to terminate the Contract and receive the return of the deposits.



Closing: The date that is 30 days after the issuance of Site Plan Approval.

Right of Assignment: Purchaser shall have the right to assign the Contract prior to closing, to a new entity controlled by Taubco or its principals.

Additional Terms: The Contract shall contain such other usual and customary terms, covenants, conditions and representations which are normally contained in a real estate contract with respect to transactions similar to one contemplated herein.

Competing Offers: Seller shall not negotiate any purchase, sale, lease or other conveyance or transfer of all or any part of the Property or any interest therein with any other person or entity from and after the date on which this proposal is accepted by Seller.

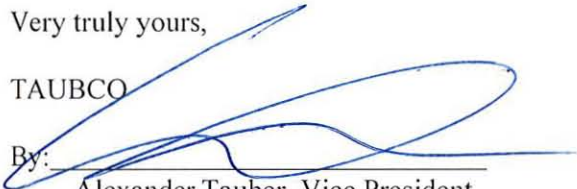
Seller's Response: The terms of this proposal will expire unless signed by Seller and returned to Purchaser within 10 days after the date of this proposal.

This proposal only summarizes the general business terms on which Purchaser would agree to purchase the Property. This proposal is not intended to be contractual in nature and shall not obligate Purchaser or Seller in a manner or respect whatsoever unless and until the mutually satisfactory Contract is fully executed by both parties.

If the foregoing general business terms for the purchase and sale of the Property meet with your approval, please sign two copies of this proposal, keeping one for your files and returning one to me within 10 days of the date of this proposal.

Very truly yours,

TAUBCO

By: 

Alexander Tauber, Vice President

Accepted and Agreed:

Town of Bay Harbor Islands

By: _____
Name: _____
Title: _____

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made and entered into as of May ____, 2016 (the "**Effective Date**"), being the last date of execution hereof by the parties hereto as set forth beneath their respective signatures below; by and between Town of Bay Harbor Islands, a municipal corporation of the State of Florida ("**Seller**"), and Gene Howard Properties, Inc., a Florida Corporation ("**Purchaser**").

W I T N E S S E T H :

WHEREAS, Seller currently holds legal title to a parcel of real estate containing approximately one hundred and twenty thousand (120,000) square feet of land, more or less, and appurtenant rights thereto consisting of Lot 13 and the West 37' of Lot 14, Block 20, located on the Northeast Corner of West Bay Harbor Drive and 95th Street, Bay Harbor, Florida (the "**Property**"), which Property is legally described in Exhibit "A", attached hereto and made a part hereof, and consists of vacant land, and Exhibit "B", attached hereto and made a part hereof, and consists of _____ lease, now in effect; and 

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase Property to build over 28 units from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. AGREEMENT TO PURCHASE.

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller under the terms and for the purchase price set forth herein below, the following: The Property and all easements, rights-of-way, permits, licenses and all other rights appurtenant thereto;_

2. PURCHASE PRICE; EARNEST MONEY DEPOSIT.

(a) The purchase price (the "**Purchase Price**") to be paid to Seller by Purchaser for the Property shall be TWO MILLION AND TWO HUNDRED THOUSAND 00/100 DOLLARS (\$2,200,000.00). The Purchase Price consists of \$700,000.00 for the Property itself, \$700,000.00 for TDR's (defined below) for 28 additional units, and \$800,000.00 for parking impact fees, which amount shall be payable in immediately available funds at the closing of the transaction hereby contemplated (the "**Closing**").

(i) The allocation of the Purchase Price for the property, and for the TDRs, and for the parking impact fees, will be adjusted by the Seller during the first thirty five (35) days of the inspection period. Notice by the Seller to the Purchaser will be given to comply with the notice provision in Paragraph 17, herein.

(b) Upon Purchaser's execution of this Agreement, Purchaser shall deposit with the

Title Company (defined herein) the sum of TWENTY FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) (the "**Initial Deposit**"), as earnest money for the purchase of the Property. Within three (3) business days from the conclusion of the Inspection Period (defined herein), provided that Purchaser has not terminated this Agreement in accordance with its terms Purchaser shall deposit with the Title Company the additional sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00) as additional earnest money (the "**Additional Deposit**" and together with the Initial Deposit, the "Deposit"), so that the total Deposit shall be One Hundred Thousand and No/100 Dollars (\$100,000.00). Both the Initial Deposit and the Additional Deposit shall be deposited in a joint order escrow account (the "**Escrow**") to be established with the Title Company. At the request of Purchaser, the Deposit shall be deposited in an interest-bearing account. The Deposit shall be applied to the amount due under Section 2(a) hereof at the Closing.

3. CONVEYANCE.

Conveyance by Seller to Purchaser of the Property shall be by special warranty deed in recordable form, and such deed shall convey to Purchaser good and marketable title in fee simple, subject only to the Permitted Exceptions (as hereinafter defined).

4. TITLE.

(a) Purchaser shall deliver or cause to be delivered to Seller, not more than ten (10) business days after the Effective Date, (i) a preliminary title report (the "**Title Commitment**") issued by Beloff Law, P.A. as agent for Chicago Title Insurance Company (the "**Title Company**"), setting forth the status of title to the Property, and showing recorded liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other similar matters affecting the Property or Seller's title thereto, and including, copies of all documents referred to therein, including but not limited to deeds, lien instruments, plats, encumbrances, reservations, restrictions and easements; and (ii) copies of all title documents referred to in the Title Commitment. 

(b) Purchaser, at its cost, may obtain, prior to the disbursement by the Title Company of the Purchase Price, an owner's title insurance policy (the "**Title Policy**") in the amount of the Purchase Price, containing no exceptions other than the Permitted Exceptions (defined herein), and insuring fee simple title to the Property in Purchaser or its nominee.

(c) Not later than twenty (20) days after the Effective Date, Purchaser shall provide Seller written notice (the "**Title and Survey Defect Notice**") of which items reflected on the Title Commitment are unacceptable (the remaining items being referred to herein as "**Permitted Exceptions**") and, if Purchaser obtains a Survey pursuant to Section 5 below, which items constitute Survey Defects (as hereinafter defined). Notwithstanding the foregoing, (i) covenants, conditions and restrictions of record which will not materially affect Purchaser's intended use of the Property, (ii) public and utility easements and roads and highways which will not materially adversely affect Purchaser's intended use of the Property, (iii) general real estate taxes not yet due and payable, and (iv) the standard printed exceptions contained in such commitment shall be deemed to Permitted Exceptions. In the absence of timely delivery of a Title and Survey Defect Notice, all items on the Title Commitment and any exceptions raised by the Survey shall be deemed Permitted Exceptions. If the Title Commitment discloses exceptions to title other than the Permitted Exceptions, Seller may, at Seller's expense, prior to Closing, cure such

unpermitted exceptions. If Seller for any reason does not cause such unpermitted exceptions or defects to be cured within such time period or if Title Company is unable to deliver to Purchaser at Closing the Title Policy in the form required hereunder, Purchaser may elect as its sole remedy either to take title as it then without any deduction from the Purchase Price, or to terminate this Agreement. All unpermitted exceptions or defects that can be eliminated by money, shall be.

5. SURVEY.

(a) Purchaser, at its cost, may obtain a survey of the Property (the "Survey") prepared by a surveyor registered in the State of Florida and certified to Seller, Purchaser, its mortgage lender, if any, and the Title Company. Copies of the Survey shall be delivered to Seller promptly upon Purchaser's receipt thereof.

(b) In the event the Survey shows an encroachment over a building, set-back or property line, a prohibited encroachment over any easement or any other matter which in Purchaser's reasonable opinion does or could in the future materially interfere with the use, operation, financing or marketability of the Property or render title thereto unmarketable (collectively 'Survey Defects'), as specified in the Title and Survey Defect Notice, Seller may, at Seller's expense, prior to Closing, endeavor to remove or correct such Survey Defects. If any Survey Defects are not removed or corrected or cannot be insured over by the Title Company, Purchaser may elect by written notice from Purchaser to Seller as its sole remedy, either to accept the Survey as is or to terminate this Agreement, in which event the Deposit plus all accrued interest thereon shall be promptly returned to Purchaser.

6. TDRS.

Included in the Purchase Price is the purchase and transfer of Seller's development rights for twenty-eight (28) additional units (the "TDRS") that will be necessary for the contemplated development of the Property, to wit: forty (40) live/work lofts with a ground floor retail component (the "Project"). During the Inspection Period (as defined below), Purchaser may examine Seller's documentation related to the TDRS. The sale and transfer of the 28 additional TDRS are a material provision to the Purchaser and Seller entering into this Agreement and the TDRS may not be excluded from Purchaser's purchase of the Property.

7. PARKING REQUIREMENTS.

As noted above, the Purchase Price includes all parking impact fees for the Property and Project. However, notwithstanding anything contained herein to the contrary, prior to the closing, the Purchaser shall be required to enter into a long term lease with Seller, for a period of at least twenty-five (25) years, plus a twenty-five (25) year option, under which the Purchaser will lease all parking spaces required by applicable regulations and restrictions for the Property and the Project. The Purchaser agrees and acknowledges that the initial monthly rental amount will be SIXTY-TWO and 50/100 DOLLARS (\$62.50) per month per space, and that Seller's standard monthly parking rate may be amended or modified by Seller from time to time, with no more than three percent (3%) yearly increases. The Purchaser shall not be entitled to any discount or rebate from Seller under such lease, renewal lease, or subsequent lease.

8. INSPECTION PERIOD.

(a) Within five (5) business days of the Effective Date, Seller shall deliver to Purchaser, or make available to Purchaser for its review and copying, documents relating to the Property that are in Seller's actual possession (the "**Property Documents**"). Seller makes no representations or warranties as to the extent or nature of documents in Seller's possession. Purchaser acknowledges that the Property Documents are proprietary and confidential and will be made available to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Purchaser shall not use the Property Documents for any purpose other than as set forth in this Section. Seller shall not disclose the contents to any person other than to those persons who are responsible for, or who shall assist Purchaser in, determining the feasibility of Purchaser's acquisition of the Property. In permitting Purchaser to review the Property Documents or any other information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created, to the extent that such rights may be available to Seller. Purchaser hereby acknowledges and agrees that (i) Seller did not prepare any of the Property Documents; (ii) Seller is not hereby making any representation or warranty, express or implied, as to the condition of the Property or with respect to the accuracy or completeness of the Property Documents; and (iii) Seller shall not have any liability to Purchaser, its officers~ directors, shareholders, employees, agents or contractors or any other person resulting from use of the Property Documents by Purchaser or any other person. In the event this Agreement is terminated for any reason prior to the purchase of the Property by Purchaser, Purchaser shall promptly return all of the Property Documents to Seller.

(b) During the period commencing with the Effective Date and ending on the forty-fifth (45th) day thereafter or such earlier date upon which Purchaser notifies Seller that it has completed its inspections and investigations (the "**Inspection Period**"), Purchaser shall be entitled to (i) enter upon the Property, on reasonable notice to Seller, to perform inspections of the Property, including such soil and engineering tests as Purchaser deems advisable; provided, however, that any physically invasive testing of the Property shall require the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion, and (ii) make investigations and tests with regard to zoning and building code requirements, environmental matters, economic matters and such other matters applicable to the Property as Purchaser deems advisable and obtain such municipal and other governmental approvals as Purchaser deems necessary for its intended development and use of the Property.

(c) If Purchaser in its sole discretion determines that the result of any inspection, test, examination, verification or investigation performed is unacceptable or unsatisfactory, or if Purchaser is unable to obtain any municipal approvals which it seeks, Purchaser may elect by written notice to Seller delivered on or before 5 :00 p.m. (Eastern Standard Time) on the date of the expiration of the Inspection Period, to terminate this Agreement, in which event neither party shall have any further liability to the other hereunder (except for those obligations that shall expressly survive such termination) and the Initial Deposit plus all accrued interest thereon, shall be promptly returned to Purchaser. In the event that Purchaser does not terminate this Agreement as provided in the foregoing sentence, the Initial Deposit shall immediately become non-refundable, except in case of Seller's default, and Purchaser shall deposit the Additional Deposit as provided under Section 2(b), which shall be non-refundable, except in case of Seller's default. Under no circumstance shall the Seller or its Planning and Zoning Board's reasonable

denial of site plan approval of the Project constitute Seller's default. In the event Purchaser fails to deliver such written notice within the above-specified time period, then Purchaser shall be deemed to have waived its right to terminate this Agreement with respect to such conditions or contingencies.

(d) Purchaser shall repair at its cost any damage to the Property caused by its activities thereon and shall indemnify, defend and hold Seller harmless from and against all loss, claims, liabilities, costs and expenses (including attorneys' fees) resulting from any of its activities conducted during the Inspection Period. Purchaser's obligation to indemnify Seller under this Section 8(d) shall survive the Closing or the earlier termination of this Agreement. Purchaser shall obtain and maintain during the pendency of this transaction a policy of comprehensive general liability insurance with respect to any activities of Purchaser, its agents, employees, contractors, representatives or invitees, which may take place on the Property. Such insurance shall be in the amount of at least \$2,000,000.00 single limit for bodily injury and property damage. Such policy shall be in a form and with an insurance carrier reasonably acceptable to Seller and shall name Seller as an additional insured party. Purchaser shall deliver to Seller a certificate of insurance so providing, in form acceptable to Seller, prior to Purchaser's entry onto the Property.

9. REPRESENTATIONS AND WARRANTIES.

(a) Seller represents and warrants to Purchaser that the following matters are true as of the date hereof and shall be true as of the date of Closing:

(i) Seller has full power and authority to enter into this Agreement;

(ii) There are no parties in possession of the Property, other than the Lease (See Exhibit "B" which will be delivered before inspection period commences) nor are there any parties with possessory rights in the Property, other than Seller;

(iii) The Property is free of any liens, except for liens which can be and will be satisfied and released by Seller at or prior to the Closing; and

(iv) There are no outstanding contracts for the purchase of the Property or any portion thereof and neither the Property nor any portion thereof is subject to any other contracts of sale or option.

(b) Purchaser represents and warrants to Seller that Purchaser has, and shall have as of the Closing Date (as hereinafter defined), full right, power and authority to execute, deliver and perform this Agreement (and build according to Code) without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties. The foregoing notwithstanding, this Agreement shall be subject to review and approval of The Town Council of the Town of Bay Harbor Islands, and approval by the Town Counsel of the Town of Bay Harbor Islands, no later than _____, 20 _____. This Agreement shall be null and void without the foregoing approvals. Notwithstanding, after _____, 20 ____, this Agreement shall be in full force and effect.

(c) Purchaser and Seller each represent and warrant to the other that they have not dealt with any broker or finder with respect to the transaction contemplated by this Agreement, other than Legacy Real Estate, which shall be paid by Purchaser. Seller and Purchaser shall each indemnify and hold harmless the other from any loss, cost or expense (including attorneys' fees) resulting from any claim by any broker, finder or agent claiming to have dealt with the indemnifying party with respect to this transaction.

(d) Purchaser represents and warrants that Seller has not made any representations or warranties with respect to either Seller's approval or its Planning and Zoning Board's approval of Purchaser's site plan or any other plan or application relating to the Project.

10. DISCLAIMER; SALE "AS IS".

Purchaser acknowledges and agrees that, except as set forth in Section 9 hereof, Seller has not made~ and is not making any representation, statement, warranty or promise to Purchaser about the Property, including but not limited to, the physical aspects and condition of any portion of the Property, the condition of the soil on the Property, the presence or absence of hazardous materials, the feasibility, desirability, suitability, fitness or adaptability of any of the Property for any particular use, the availability of water, sewer, natural gas or other utilities, the assessments, fees or charges that may be assessed by any district, taxing authority or governmental or quasi-governmental entities, the value of the Property or the projected income or expenses for the Property. Purchaser is purchasing the Property in an "as is" and "where is" physical condition. Purchaser hereby waives any claim relating to the condition of the Property against Seller, and its officials, respective officers, directors, employees or agents~ whether under common law or under local, state or federal laws, statutes, ordinances, rules or regulations, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended~ 42 U.S.C. 9601 et seq.

11. PROVISIONS WITH RESPECT TO CLOSING.

(a) Within ninety (90) days of the Effective Date, Purchaser shall submit a Site Development Plan Application to Seller for the Project. Purchaser shall make all efforts necessary for itself and its agents to obtain Site Plan Approval for the Project. In the event that Purchaser does not obtain Site Plan Approval (Seller must cooperate) for the Project within one (1) year of the Effective Date, for any reason, Purchaser shall be in breach of this Agreement, if Purchaser fails to apply for its Site Plan.

(b) Subject to the conditions precedent contained in this Agreement, the Closing shall take place on a date mutually acceptable to the parties but not later than ninety (90) days after approval of the site development plan that will be submitted by Purchaser to Seller for the Project, or when the "Tenant" vacates the property (See Exhibit "B") (the latter of same) (the "**Closing Date**"). The Closing shall be conducted by the Title Company located in Miami-Dade, County, Florida, acting as Escrowee (the "**Escrowee**") pursuant to an escrow agreement in accordance with the terms of this Agreement and mutually acceptable to the parties. All the documents referred to in subsection (b) of this Section 11, the Purchase Price and possession of the Property shall be delivered on the Closing Date. On the Closing Date the Escrowee shall

disburse the net proceeds of sale to Seller and Seller shall deliver possession of the Property to Purchaser.

(c) At the Closing Seller shall deliver the following, all in form and substance reasonably satisfactory to Purchaser:

(i) The deed duly executed by Seller, conveying to Purchaser title to the Property, in proper form for recording and subject only to the Permitted Exceptions; and

(ii) A certificate with respect to Seller's non-foreign status in the form prescribed by Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.

(d) At the Closing, Purchaser shall deliver the balance of the Purchase Price, and pay the Broker listed in Paragraph 9. (c), above.

(e) Seller shall pay all costs incurred in recording releases of any existing liens, and shall pay the State of Florida documentary stamp tax and surtax (if applicable) for recording the deed. Purchaser shall pay all costs incurred in obtaining the Title Commitment, the Title Policy and the Survey, all mortgage taxes and all fees for recording the deed. Each party shall be responsible for paying its attorneys and other consultants retained by such party in connection with this transaction.

12. ADJUSTMENTS.

(a) Real estate taxes not due and payable at the time of Closing shall be adjusted pro rata on a per diem basis as of the Closing Date on the basis of the most recent ascertainable tax information. In the event real estate (ad valorem and non-ad valorem) are not available as of the Closing Date, the immediately prior year's taxes shall be used. Taxes for the year of Closing shall be re-prorated between the parties within thirty (30) days of the date in which the amount such taxes becomes available.

(b) Any Property operating Charges shall be paid by Seller through the date of Closing and all such services shall be terminated as of the Closing Date.

13. DAMAGE TO PROPERTY.

Insofar as the Property consists of vacant land, in the event of any damage to the Property between the Effective Date and the date of Closing Purchaser shall close on the Property in its "as-is" condition, so long as present Tenant complies with its Agreement not to damage the Property.

14. CONDEMNATION.

In the event between the Effective Date and the date of Closing any condemnation or eminent domain proceedings are initiated which might result in the taking of the entire Property or any portion thereof, Purchaser may elect:

(a) to terminate this Agreement, in which event all rights and obligations of the parties hereunder shall cease and the Deposit plus all accrued interest shall promptly be returned to Purchaser; or

(b) to consummate this transaction, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

Seller shall immediately notify Purchaser in writing of the occurrence of any condemnation or eminent domain proceedings. Purchaser shall then notify Seller, within 15 days of Purchaser's receipt of Seller's notice, whether Purchaser elects to exercise its rights under subsection (a) or subsection (b) of this Section 14. Closing shall be delayed until Purchaser makes such election. If Purchaser elects to consummate the transaction, the date of Closing shall be adjusted accordingly.

15. REMEDIES.

(a) If Seller should breach any of its covenants, representations or warranties contained in this Agreement or should fail to consummate the sale contemplated herein for any reason other than either Purchaser's default hereunder or Seller's failure to cure or insure over surveyor title defects, after Purchaser has given Seller not less than ten (10) days' written notice of such default, if such default still remains uncured after the notice period, then Purchaser shall have as its sole and exclusive remedy, to either (i) terminate this Agreement and obtain a refund of the Deposit, including all accrued interest thereon, or (ii) seek specific performance.

(b) If Purchaser should breach any of its covenants contained in this Agreement (and Seller shall not be in default hereunder), after Seller has given Purchaser not less than ten (10) days' written notice of such default and if such default remains uncured after such notice period, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit, including all accrued interest thereon, as liquidated damages. Notwithstanding the foregoing, Purchaser shall have a period of only two (2) business days following written notice from Seller in which to cure any default of Purchaser in respect of Purchaser's obligations regarding deposit of the Initial Deposit or the Additional Deposit under this Agreement. The parties agree that the amount of actual damages which Seller would suffer as a result of Purchaser's default would be extremely difficult to determine and have agreed, after specific negotiation, that the amount of the Deposit is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty. It is understood that this Section 15(b) pertains only to pre-closing remedies, and does not limit or apply to any indemnities, covenants, or obligations of Purchaser which expressly survive either the termination of this Agreement or Closing.

(c) Notwithstanding anything to the contrary set forth herein, in no event shall cure periods referred to in Sections 15(a) and (b) above serve to extend the Closing Date.

16. MODIFICATIONS, WAIVERS, ETC.

(a) Each party reserves the right to waive any of the conditions precedent to its

obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

(b) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

17. NOTICES.

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served (a) on the date of delivery, if delivered by hand, (b) on the second day following mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, (c) on the date following delivery to an overnight courier, if served by overnight courier, or (d) on the date of confirmed transmission, if sent by telephone facsimile. Notices shall be addressed as follows:

If intended for Purchaser:

Eugene J. Howard, Esq.
1691 Michigan Avenue
Suite # 360
Miami Beach, FL 33139
Telephone: 305-538-6361
Fax: 305-532-1531
Email: EJHOffice@gmail.com

With copy to Escrow Agent:

Jonathan D. Beloff, Esq.
Beloff Law, P.A.
1691 Michigan Avenue
Suite # 360
Miami Beach, FL 33139
Telephone: 305-673-1101
Fax: 305-673-5505
Email: jdb@belofflaw.com



If intended for Seller:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace

Bay Harbor Island, Florida 33154
Attn: Mr. Ronald Wasson
Town Manager
Telephone: (305) 866-6241
Fax: (305) 866-4863

Email: rwasson@bayharborislands.net

with a copy to:

Craig B. Sherman, Esquire
Town Attorney
Sherman & Sherman, P.A.
2000 Glades Road, Suite 204
Boca Raton, FL 33431
Telephone: (561) 300-5888 Ext 207
Fax: (561) 300-5880
Email: Craig@shermanslaw.com

Either party may change its address for purposes of receipt of any such communication by giving (ten) 10 days' written notice of such change to the other party in the manner above prescribed.

18. MISCELLANEOUS.

(a) Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Miami-Dade County health unit.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Purchaser shall be entitled to assign its interest in this Agreement only upon the prior written consent of the Seller, which consent shall be at the sole discretion of the Seller. Notwithstanding, Purchaser shall be permitted to assign this Agreement only to an entity owned or controlled by Purchaser upon prior written notice to Seller but without Seller's consent being required.

(c) Dates. If any date upon which action (including delivery of any notice) is required under this Agreement shall be a Saturday, Sunday or a Federally recognized legal holiday, the date for such action shall be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(e) Interpretation. Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

(g) Venue. Purchaser and Seller understand and agree that the exclusive venue for any action arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida regardless as to whether or not venue would be proper in any other county. Purchaser and Seller understand and agree that this venue selection is a material inducement for entering into this Agreement.

(h) Prevailing Party Attorneys' Fees. Purchaser and Seller understand and agree that in any action arising out of or relating to the instant Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys fees incurred in all trial courts and appellate courts, and including all attorneys fees incurred in determining the amount of attorneys' fees that shall be awarded to the prevailing party.

[Remainder of page is intentionally left blank. Signature page follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER:

Town of Bay Harbor Islands

By: _____

Name: _____

Date: _____

Approval by Town Attorney

Date: _____

PURCHASER:

Gene Howard Properties, Inc.

By: _____

Eugene J. Howard, President

Date: 9 May 2018

ESCROW AGENT:

Beloff Law, P.A.

By: _____

Jonathan D. Beloff, Esq.

**EUGENE J HOWARD
ATTORNEY
OPERATING ACCOUNT**

1691 MICHIGAN AVE #360
MIAMI BEACH FL 33139

1038

63-1139/660
01

DATE May 9, 2016

CHECK AMOUNT

PAY
TO THE
ORDER OF

Beloff Law, P.A.

\$ 25,000.00

Twenty five thousand and 00/100*****

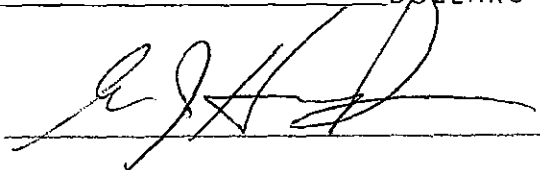
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OCEAN BANK,

760 N W 42ND AVE.
MIAMI, FLORIDA 33128

FOR



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MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared OCTELMA V. FERBEYRE, who on oath says that he or she is the VICE PRESIDENT, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

FOR SALE - PARCEL OF REAL PROPERTY - NE CORNER OF
WEST BAY HARBOR DRIVE AND 95 STREET - BAY HARBOR
ISLANDS - TOWN OF BAY HARBOR ISLANDS - SALE DATE:
MAY 12, 2016

in the XXXX Court,
was published in said newspaper in the issues of

04/25/2016

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
25 day of APRIL, A.D. 2016

(SEAL)

OCTELMA V. FERBEYRE personally known to me



FOR SALE PARCEL OF REAL PROPERTY NE CORNER OF WEST BAY HARBOR DRIVE AND 95 STREET BAY HARBOR ISLANDS, FLORIDA

The Town of Bay Harbor Islands in Florida is offering for sale an oversized parcel of real property located at the NE corner of West Bay Harbor Drive and 95 Street (approximately 112' X 130' - the equivalency of 14,560 square feet). This property is zoned B-1 Business District, Mixed-use Commercial and Residential, and is directly west of the Bay Harbor Islands Parking Garage.

Bay Harbor Islands is a vibrant, affluent community of 5,628 residents (2010 Census) located on two islands in northern Biscayne Bay. The Town has excellent transportation and connectivity to the barrier islands thru Bal Harbour Village and the mainland thru the City of North Miami via 125 Street (Broad Causeway Island). This area is exceptionally beautiful and the town offers one of the safest communities in Florida to live and work. All Proposals are to be submitted to the Town Manager's Office. The final date for receipt of proposals is 2:00 PM EST on May 12, 2016.

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

The Town of Bay Harbor Islands reserves the right to select or reject all offers based on what is in the best interest of the Town.

Any further questions regarding the property or terms of the Request For Proposals can be directed to the Town Manager's Office, 305-866-8241.
4/25 16-139/0000105667M

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 13.

ITEM: Approval of a proposal from Field Turf USA, Inc. to replace the grass field at the Officer Scott Winters (98 Street) Park with field turf in the amount of \$156,694.87.

DESCRIPTION:

At the May Council meeting, the Town Council, at the request of Mayor Leonard, directed the Town Manager to obtain a proposal to replace the grass field at the 98 Street Park with field turf. Enclosed is a proposal from Field Turf USA, Inc. in the amount of \$156,694.87 and a copy of the brochure for the project.

A bidding process is not necessary since we will using the TCPN, The Cooperative Purchasing Network who established a national contract that satisfies the needs of participating governmental and non-profit entities in the purchase of Sport Surfaces, Installation and Related Materials. Details are included on the attached documentation. The bid was awarded and extended to Field Turf USA, Inc.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town has collected \$838,127.30 in park impact fees from new development that will be used to pay for this project.

The Project Cost is \$156,694.87.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposal - Field Turf	Bay Harbor Islands Club Field TCPN Proposal.pdf
2.	Brochure	Field Turf brochure.pdf
3.	Bidders List	Bidders List.pdf
4.	Evaluation	Bid Tab for Sport Surfaces.pdf
5.	Bid Renewal Letter	FieldTurf USA 5th Yr Renewal Letter.pdf
6.	RFP Documents	RFP for Sport Surfaces Installation and Related Materials - FINAL.pdf

Date: May 24th, 2016

To: Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Phone: 305-866-6241

From: Chris Wedge
Phone: 352-242-7620
Email: Chris.Wedge@fieldturf.com

Subject: Bay Harbor Islands Club Field – TCPN Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Price estimates are based off of The Cooperative Purchasing Network (TCPN) pricing. TCPN provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per TCPN #R5176.

R5176-FL-10311

	Description	Quantity	Units	Unit Price	Total
	Sitework Base				
1	Site/Base Construction	12,541	SF	\$ 5.33	\$ 66,812.13
2	Allowance for Temporary Erosion Control Measure for our Limits of Work - Hay Bales, Inlet Protection, Silt Fence	1	EA	\$ 1,545.00	\$ 1,545.00
	Subtotal Base Work				\$ 68,357.13
	Synthetic Turf				
3	Install FieldTurf FTRV360-1	12,541	SF	\$ 5.93	\$ 74,368.13
4	Painted Soccer Markings	1	EA	\$ 7,210.00	\$ 7,210.00
5	CoolPlay V2 Install	12,541	SF	\$ 0.40	\$ 5,016.40
	Subtotal Synthetic Turf				\$ 86,594.53
	Subtotal Project				\$ 154,951.66
6	Performance & Payment Bonds	1	LS	\$1,743.21	\$1,743.21
	Total Project				\$156,694.87

Base Bid Turf Field Price Includes:

- a) Mobilization
- b) Survey & layout of our work
- c) Strip topsoil and remove spoils offsite

Bay Harbor Islands Club Field – TCPN Proposal

Page 2 of 3

- d) Mass excavation and haul spoils offsite
- e) Cut and cap existing irrigation system
- f) Laser grade and compact subgrade
- g) Furnish and install 6" x 12" concrete curb
- h) Furnish and install geotextile fabric at the limits of turf
- i) Supply and Install 2" x 4" nailer board on curb for turf attachment
- j) Furnish and install 12" perforated HDPE header piping
- k) Furnish and install required exfiltration trench
- l) Connection to existing storm outfall
- m) Furnish and install 5" base stone
- n) Furnish and install 1" base stone
- o) Lasergrade and compact subgrade
- p) Site restoration
- q) Clean up of our work
- r) Paint one mini soccer field after turf installation
- s) *This proposal and offered pricing are based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.*

Price does not include:

- a) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- b) Any costs associated with necessary charges relating to the delineation of the field
- c) Unless otherwise specified, does not include any G-max testing
- d) The supply of manholes or clean-outs or grates, or supply of the manhole covers
- e) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- f) Soil Stabilization or remediation of any type
- g) Rock excavation
- h) Site security
- i) Boring for utilities
- j) Any electrical work
- k) Small vehicle to tow maintenance equipment
- l) Athletic equipment
- m) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer.
- n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and RCP.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
- p) All union labor or other labor law levies.
- q) Taxes

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.
- j) The FieldTurf product carries an 8 year 3rd party insured warranty.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com





BUYING
TURF & **TRACK**
HAS NEVER BEEN SO
EASY.

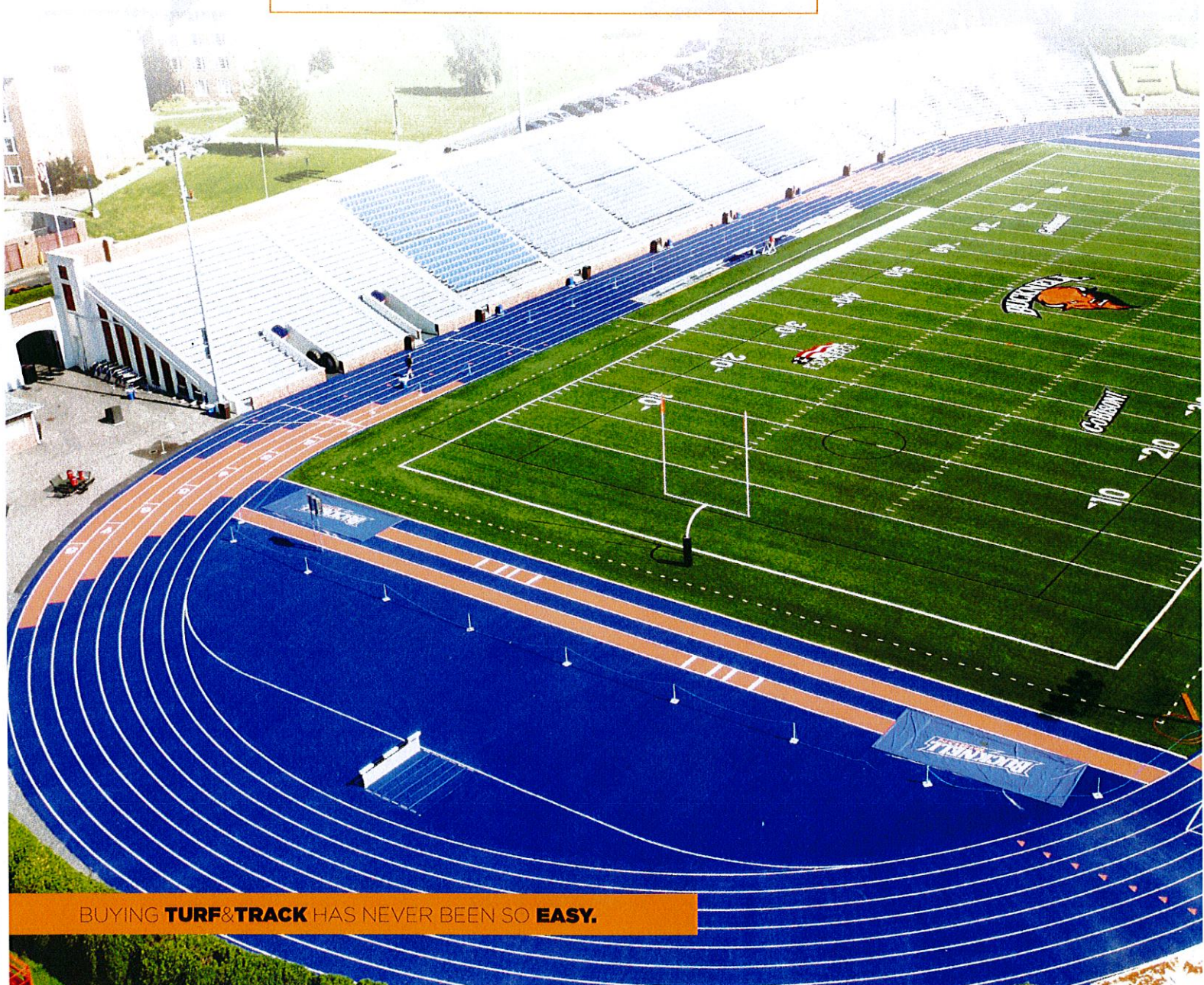


THE ULTIMATE
SURFACE EXPERIENCE

It's time to build your dream facility.
Time to use the traditional public bid process. **Right?**

Wrong.

FieldTurf & Beynon's SmartBuy Cooperative
Purchasing Program can help you get the
products you want at the best available price
- all without duplicating the bid process.



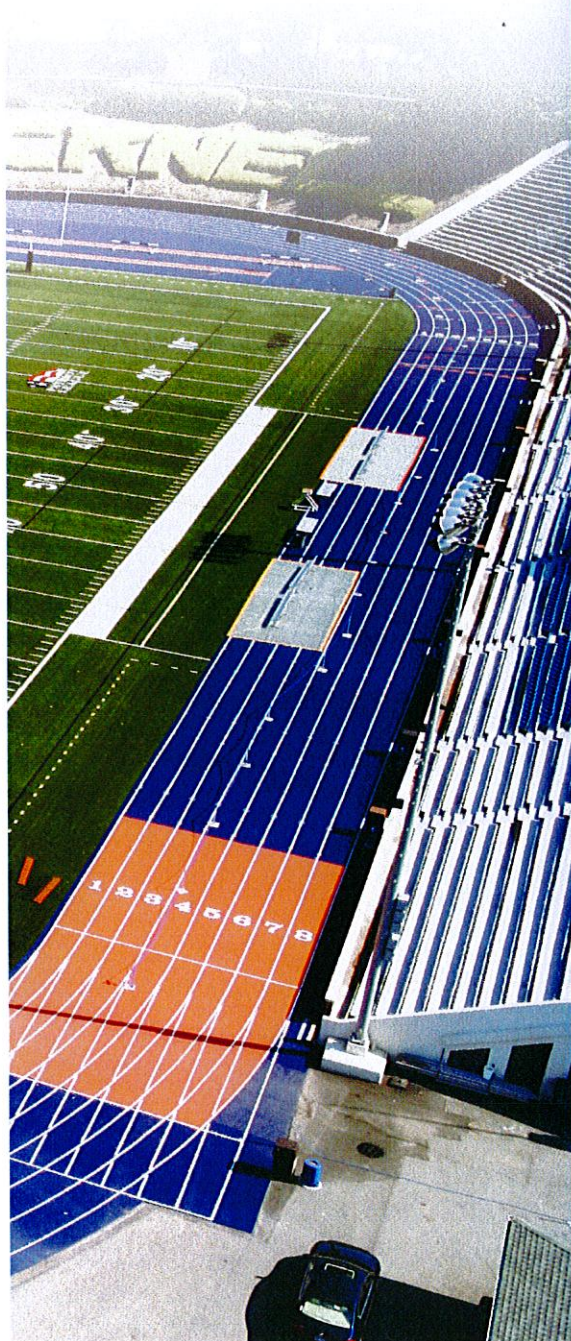
BUYING **TURF&TRACK** HAS NEVER BEEN SO **EASY.**



Let's address
some of the key

MYTHS

about the turf and
track purchasing processes.



MYTH 1

Building your dream project needs to be a painful process.

If you've ever built a turf field or track, using the public bid process, you're likely hesitating to do it again. It's a painstakingly arduous process. It makes completing projects on-time and on-budget difficult - if not impossible. Now the good news - it doesn't have to be that way! The SmartBuy Cooperative Purchasing Program is designed to make your life easier, by;

- Simplifying the ordering process
- Preventing duplication of the bid process
- Carrying the industry's best products
- Guarantying the 'Best Value'
- Leveraging economies of scale
- Satisfying bid laws and procurement process in most states
- Providing the fastest proposal to contract process
- Providing owner with project control
- Providing "Turnkey Product Solutions"

MYTH 2

I need to go to bid and select the cheapest (lowest quality) product.

Let's get this one out of the way first. SmartBuy has already been competitively bid through a sealed-bid process and it includes pre-negotiated prices for the best products from FieldTurf and Beynon. No need to settle for low quality systems through the public bid process. Why leave it up to chance? Get what you want *and* the best value. The SmartBuy program encompasses the highest quality sports surfacing products in the industry from the two National leaders, FieldTurf and Beynon. Whether it be artificial turf, running tracks, or court surfaces, it has never been easier or more cost-effective to obtain the highest quality sports surfacing products all while preventing the duplication of the bid process.

MYTH 3

SmartBuy sounds great, but it can't be viable.

SmartBuy gives you access to several different Cooperatives that are competitively bid and awarded based on a rigorous evaluation process. We'll help you determine which one is best for you. In fact, your organization is likely already buying things like classroom supplies and computers from one of these Cooperatives. That's right, buying turf and track products has become just as easy as buying a pencil as all costs and services are identified.

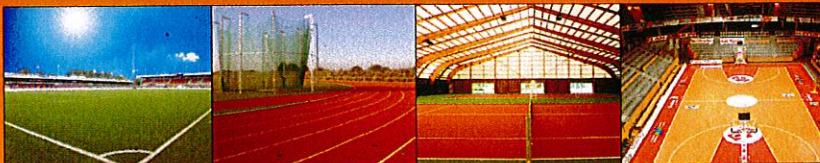
The SmartBuy Cooperative Purchasing Program



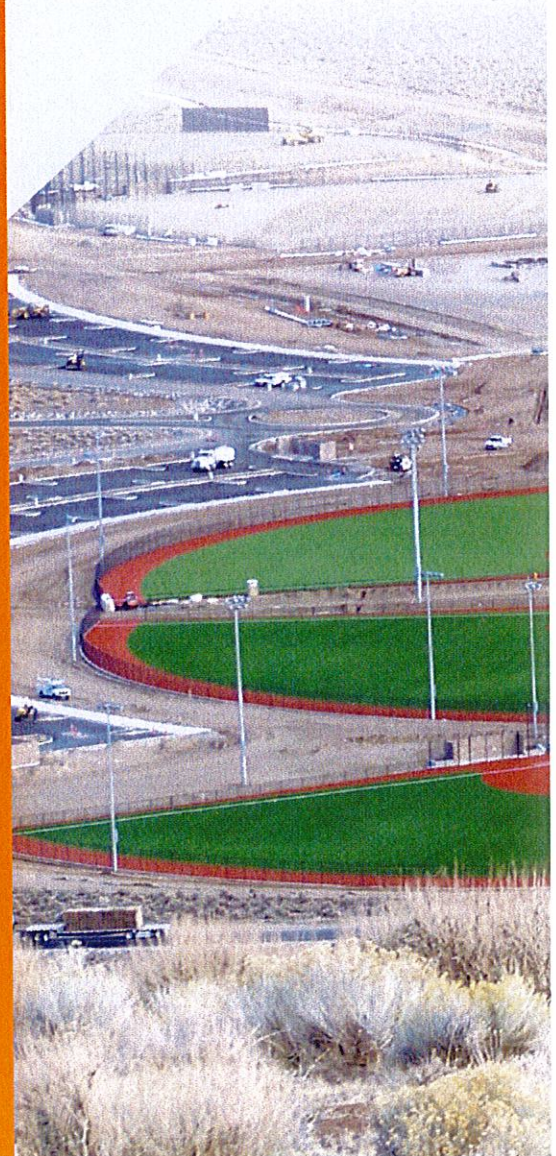
The SmartBuy Cooperative Purchasing Program is comprised of multiple National Cooperative Purchasing Agencies, such as The Association of Educational Purchasing Agencies (AEPA), The Cooperative Purchasing Network (TCPN), National Joint Powers Alliance (NJPA), Buy Board Cooperative Purchasing and Keystone Purchasing Network (KPN).



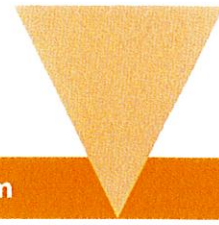
Through these Cooperatives, customers can purchase FieldTurf, synthetic turf, Beynon running tracks and tennis/ basketball courts across the U.S. on previously bid contracts with preferential pricing. Turnkey solutions are available with these Cooperatives through the alternative costing method, R.S. Means and the Unit Price Book (UPB).



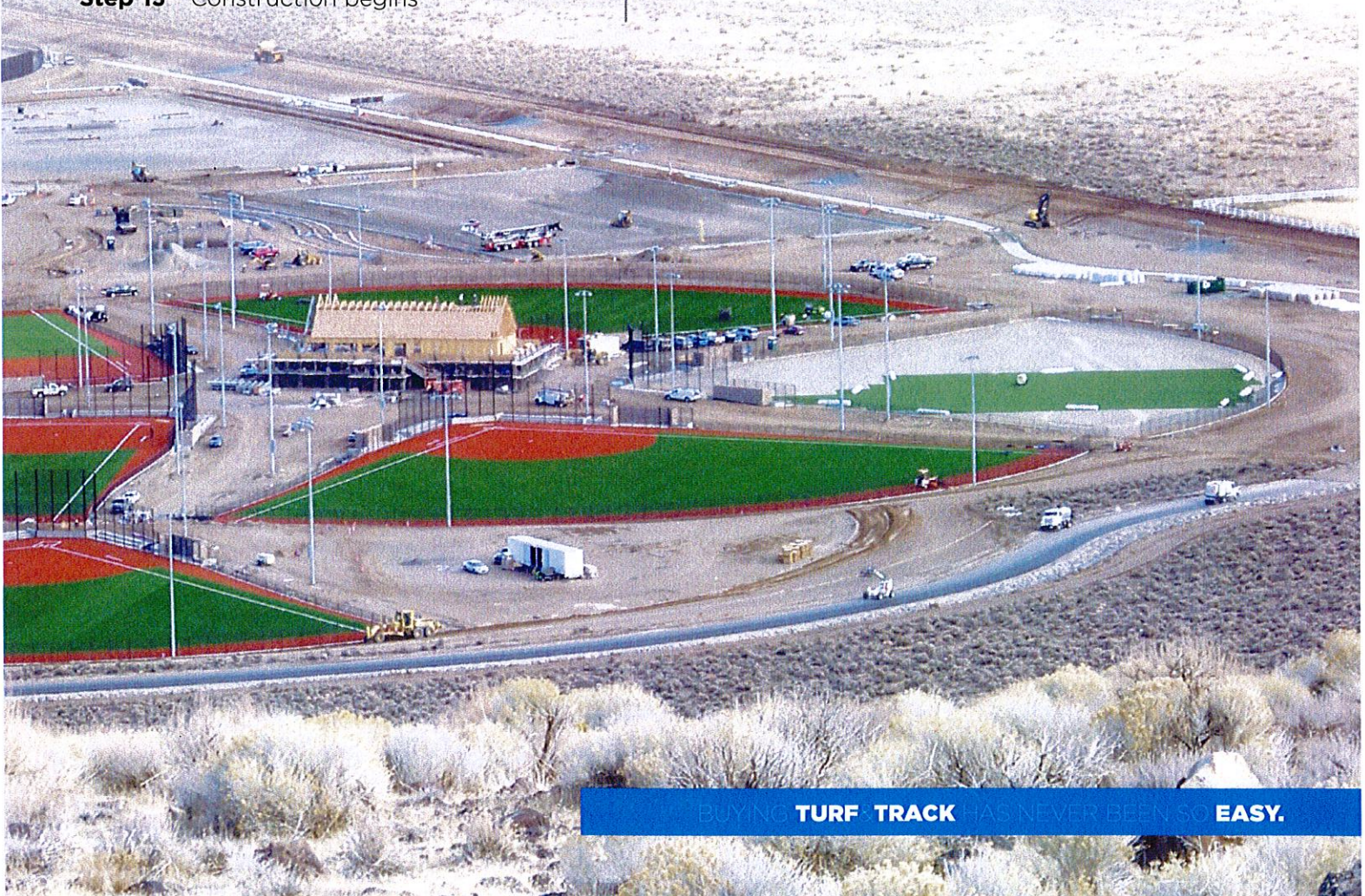
Over 800 customers have used this method to purchase their sports surface(s) and related site work preparation. Finding strength in numbers, the Cooperative Purchasing contracts unite schools and municipalities from around the country, helping each one of them save valuable time and money for facility enhancement projects. They work on the organization's behalf to secure multistate volume purchasing contracts. These contracts provide measurable and cost effective benefits.



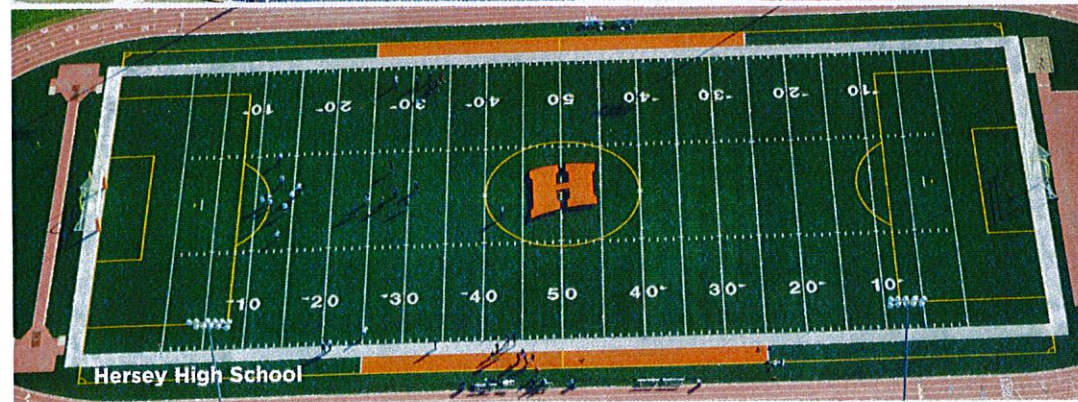
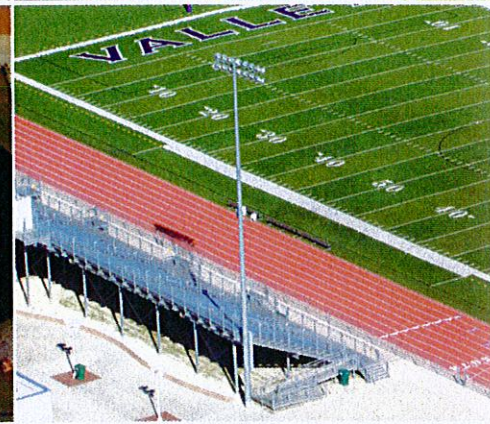
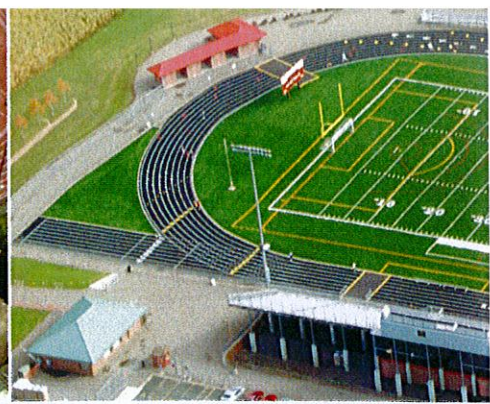
Traditional Bid Process vs. **SmartBuy Purchasing Process**



Bid Method		Smart Buy Purchasing Program
Step 1	Research contractors	Contact FieldTurf or Beynon
Step 2	Interview contractors	Site evaluation completed & quote issued to owner
Step 3	Select contractors	Owner issues a Purchase Order
Step 4	Write out specs with contractors	Construction begins
Step 5	Obtain final designs	
Step 6	Advertise bid meeting	
Step 7	Arrange for bid meeting	
Step 8	Collect bids	
Step 9	Review bids with bid committee	
Step 10	Investigate manufacturers	
Step 11	Bid acceptance	
Step 12	Coordinate installation process	
Step 13	Construction begins	



BUYING **TURF TRACK** HAS NEVER BEEN SO **EASY.**





Here's what some of our clients are saying about the Cooperative Purchasing Program

"The primary advantage of using SmartBuy is that the district is relieved from the burden of the lengthy RFP process. The fact that vendors have already been selected through an audited competitive bid process ensures that selected vendors are legitimate and can perform the job. The track and field has been a tremendous asset to the community. Our girls' track team has had two consecutive state championships."

Kirk Waddle - Business Manager,
Mingus Union High School District, Cottonwood, AZ
kwaddle@muhs.com

"The SmartBuy process allowed us to expedite the purchase process. We did not have to extend ourselves beyond our knowledge base to establish specifications for bid purposes and then compare products (apples and oranges) to determine what we knew we already wanted. We do not have a legal team to review multiple bids, proposals, and contracts. We did our homework, discussed synthetic surfaces with numerous vendors and customers, and made our decision."

Neel Durbin - Director of Schools,
Dyersburg City Schools, Dyersburg, TN
ndurbin@k12tn.net

"It cut down the overall time of our overall procurement process. While giving us the comfort of knowing the product and services were competitively bid for us and we could choose which company made us feel most comfortable using. Once we were able to show Procurement that other major municipalities have used this system, it was very easy to get Procurement's blessing. We also had no issues with City Council on either co-op field vote."

Keith Flemming - Department of Parks and Cultural Affairs
City of Atlanta, Atlanta, GA
kcflemming@AtlantaGa.Gov

"Using Cooperative Purchasing saved us time and money. After significant research, it was clear that our district could get the products that we felt best met the needs and wants of our kids without having to worry about the bid process."

Dan Brooks - Superintendent
Sauk Centre Public Schools, Sauk Centre, MN
dan_brooks@isd743.k12.mn.us



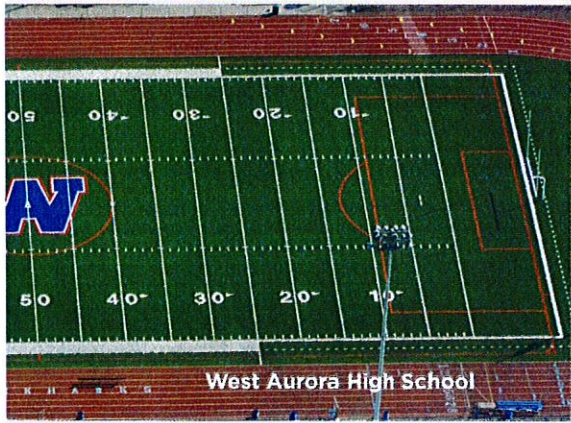
Maple Grove High School



Park Center High School



Valley Center High School



West Aurora High School



Wheeling High School



BUYING
TURF & TRACK
HAS NEVER BEEN SO
EASY.



THE ULTIMATE
SURFACE EXPERIENCE

Chris Wedge
Regional Sales Manager

PHONE (352) 242-7620
Chris.Wedge@fieldturf.com

Fieldturf
215 Harbour Cove Way
Clermont, FL
USA 34711
www.fieldturf.com

Information

Eric Fisher
eric.fisher@fieldturf.com
888-209-0065 ext. 246
503-708-6548

Sarah Morehead
Sarah.Morehead@fieldturf.com
888-209-0065 ext. 230
503-267-0165

www.fieldturf.com
www.beynonsports.com



THE ULTIMATE
SURFACE EXPERIENCE

RFP # 12-34
Sport Surfaces, Installation Related Material

Company:	Contact Name:	Street Address:	City:	State:	ZIP Code:	Phone:	Email Address:
FieldTurf USA, Inc.	Eric Fisher	18765 SW Boones Ferry Rd, STE 150	Tualatin	OR	97062	888-209-0065 ext 246	eric.fisher@fieldturf.com
Onvia	Source Management	509 Olive Way	Seattle	wa	98101	206-373-9500	sourcecmgmt@onvia.net
The Mohawk Group	Joseph LaBauve	1641 E TC Jester, # 1414	Houston	TX	77008	2817963545	joseph_labauve@mohawkind.com
BidOcean	Eric Johnson	PO Box 40445	Grand Junction	CO	81504	970-237-4411	eric@bidocean.com
Playgrounds Today Inc	Joanis Robertson	248 Woodsy Hollow	Goodrich	TX	77335	936-756-7529	sales@ptiexperts.com
Athletic Field Specialist	Kevin Creeden	15059 FM 1094	Cat Spring	TX	78933	(832) 374-1347	kevin@kcreeden.com
SRS Coatings	Ed Carter	10109 McKalla Place	Austin	TX	78758	512-614-2628	ed@srscoatings.com
Arizona Builders Exchange	Rachel Kettenhofen	1400 E Indian School Rd	Phoenix	AZ	85014	4802272620	rkettehofen@azbex.com
DOMO Sports Grass	Mark Carr	208 West Gordon Street	Dalton	GA.	30722	808-4789-4065	domoturf@aol.com
Hellas Construction, Inc	Ryan Fiebiger	929 Lincoln Street	Salt Lake City	UT	84105	(801) 336-6145	rfiebiger@hellasconstruction.com
KEME	Albert Katie	PO Box 49	Galena Park	TX	77547	713-906-8950	akatie432@yahoo.com
GPCC	Shay H	201 N central ave	phoenix	az	85004	6024952199	shuff@Phoenixchamber.com
KeMe	Albert Katie	PO Box 49	Galena Park	TX	77547	7139078650	akatie432@yahoo.com
Arizona Builders Exchange	Rachel Kettenhofen	1400 E Indian School Rd	Phoenix	AZ	85014	4802272620	rkettenhofen@azbex.com
Arizona Builders Exchange	Rachel Kettenhofen	1400 E Indian School Rd	Phoenix	AZ	85014	4802272620	rkettenhofen@azbex.com
Custom Sports Surfacing, Inc.	Trish Williams	1613 Dakota Avenue	League City	TX	77573	80-835-6678	twilliams@customsportssurfacing.com
Pathmark Traffic Products of Texas	Heather Boone	4435 Hunter Rd	San Marcos	TX	78667	512-392-2090	heather@pathmark.net
Millennium Project Solutions, Inc	David F. Williams	14206 FM 2100 Ste.C	Crosby	Tx	77532	281.328.2200	dwilliams@mps-team.com
Compass Turf	Pat Underhill	4972 Longfield Street	Claremont	NC	28610	336-399-3590	pat@compassturf.com
Sunland Asphalt	John McCormack	775 West Elwood	Phoenix	Az	85041	6023232800	johnmc@sunlandasphalt.com
Charleston County Park and Recreation	Lanna Wright	861 Riverland Drive	Charleston	sc	29412	843-762-8081	lwright@ccprc.com
TurfTrax, LLC	Phil Webb	260 Parish Line Rd	DeRidder	LA	70634-4464	214-734-2111	turftrax@turftraxllc.com
International Mulch Company	Heather Golet	1 Mulch Lane	Bridgeton	MO	63303	636-627-8254	heatherg@internationalmulch.com
International Mulch Company	Heather Golet	1 Mulch Lane	Bridgeton	MO	63044	314-336-1030 ext. 115	heatherg@internationalmulch.com
Cutting Edge Sport Floors LLC	Erica Parker	1327 W. Garden Circle	Mesa	AZ	85201	602-292-7139	ericaparker@cox.net
Diamond Fitness	Keith Allen	P.O. Box 1238	Weatherford	TX	76086-1238	214-406-6200	kallen@diamondfitness.com
Arizona Service & Installation, Inc.	Barry L. Temple	924 E. Impala Ave.	Mesa	AZ	85212	480-984-7003	barry@azserviceinstall.com
AstroTurf	Sydney Squires	3517 North Hills Drive #Q202	Austin	TX	78731	5124235164	ssquires@astroturf.com
TurfTrax, LLC	Phil Webb	260 Parish Line Rd	DeRidder	LA	70634-4464	214-734-2111	turftrax@turftraxllc.com
Sprinturf West	Andrew A. Roland	1221 East Dyer Road Suite 150	Santa Ana	CA	92705	440-319-9386	aroland@sprinturfwest.com
Arizona Courtilines, Inc	Tim Litten	8742 N 78th Ave	Peoria	AZ	85345	6239398126	tim@arizonacourtlines.com

Evaluation committee for this contract:

Jack Cutting
Dean Zajicek
Ryan Kersh

Description	Total Weighted Value	<i>Astroturf</i>	<i>Cutting Edge</i>	<i>FieldTurf USA</i>	<i>Millennium</i>
Products/Pricing	40	35	29	35	33
Performance Capability	30	26	18	28	25
Qualification & Experience	20	17	15	18	17
Value Add	10	8	5	6	8
Total	100	87	67	87	84

It is recommended that the following contract award be made:

Contract

Sport Surfaces, Installation & Related Material

Award

FieldTurf USA, Inc
Sunland Asphalt
Astroturf, LLC
Millennium Project Solutions, Inc.

Evaluation committee for this contract:

Jack Cutting
Dean Zajicek
Ryan Kersh

Description	Total Weighted Value	<i>Sunland Sports</i>
Products/Pricing	40	37
Performance Capability	30	28
Qualification & Experience	20	18
Value Add	10	9
Total	100	92

It is recommended that the following contract award be made:

Contract

Sport Surfaces, Installation & Related Material

Award

FieldTurf USA, Inc
Sunland Asphalt
Astroturf, LLC
Millennium Project Solutions, Inc.

Description	<i>Astroturf</i>	<i>Cutting Edge</i>	<i>FieldTurf USA</i>	<i>Millennium</i>	<i>Sunland Sports</i>
Signature Form Completed and Signed	N	Y	Y	Y	Y
1. Products/Services offered Nationwide	Y	N	Y	N	N
Exceptions:		AZ ONLY		TX ONLY	AZ,AR,CA,CO,FL,GA,LA,MI,NV,NM,NC,ND,
Products /Services offered in US Territories	Y	N	Y	N	N
Exceptions:					
2. MWBE/HUB Participation					
MWBE	N	N	N	Y	N
HUB Vendor	N	N	N	Y	N
3. Provided Residency Information	DALTON GA	MESA AZ	MONTREAL QUEBEC	HOUSTON TX	PHOENIX AZ
4. Provided Felony Conviction Information	Y	Y	Y	Y	Y
5. Provided Processing Information	Y	Y	Y	Y	Y
6. Provided Distribution Channel	MD	AD	MD	VA R	AD
7. Provided Pricing Information					
9. Agrees to offer future contract pricing	Y	Y	Y	Y	Y
Pricing includes 2% fee	Y	Y	Y	Y	Y
Additional discounts for guaranteed quantity	Y	N	Y	Y	N
8. Other Cooperative Contracts in Place	1	N	5	3	3

Description	Astroturf	Cutting Edge	FieldTurf USA
1. Provided Company Official Registered Name	Y	Y	Y
2. Provided Company History	Y	Y	Y
3. Provided Company D&B Number	Y	Y	Y
4. Provided Corporate Office Location	Y	Y	Y
5. List # Sales Persons Broken Down By Market	Y	Y	Y
6. List # & Locations of Offices	Y	Y	Y
* List Key Contacts W/ Title,Address,Phone	Y	Y	Y
7. Provided Contact Information	Y	Y	Y
* Sales, Sales Support, Marketing, Financial Report, Executive Report	Y	Y	Y
8. Standard Term of Payment	Y	Y	Y
9. Provided Competition in Marketplace	Y	Y	Y
10. Provided Annual Sales in Last 3 Years	Y	Y	Y
11. Provided Overall Public Sales in Last 3 Years	Y	Y	Y
12. Provided Strategy to Increase Market Share	Y	Y	Y
13. Provided Information That Differentiates Company From Competitors	Y	Y	Y
14. Provided Online Ordering Capabilities	Y	Y	Y
15. Provided Company's Customer Service Department	Y	Y	Y
16. Provided Information on Company's Past	Y	Y	Y
Marketing / Sales Plan			
1. Provided Organization Plans to Market Contract Within 90 Days	Y	Y	Y
2. Provided How Company Will Demonstrate Benefits of Contract	Y	Y	Y
3. Provided How Company Will Market to Existing Government Customers	Y	Y	Y
4. Provided a Detailed 90 Day Plan on How Contract Will be Implemented	Y	Y	Y

5. Provided How Company Will Train National Sales Force	Y	Y	Y
6. Acknowledged to Agree to Provide TCPN With Company Logo(s)	Y	Y	Y
7. Provided Revenue Anticipation Each Year for First 3 Years	Y	Y	Y
Administration			
1. Provided Information on Former Success with Previous Co-op's	Y	Y	Y
2. Provided Capacity of Company to Report Monthly Sales	Y	Y	Y
3. Provided Capacity of Company to Provide Management Reports, Etc.	Y	Y	Y
4. Provided Suggestions & Improvements	Y	Y	Y
Did Company Provide Green Initiatives	Y	Y	Y
Did Company Provide Vendor Certifications	Y	N	Y

Description	Millennium	Sunland Sports
1. Provided Company Official Registered Name	Y	Y
2. Provided Company History	Y	Y
3. Provided Company D&B Number	Y	Y
4. Provided Corporate Office Location	Y	Y
5. List # Sales Persons Broken Down By Market	Y	Y
6. List # & Locations of Offices	Y	Y
* List Key Contacts W/ Title,Address,Phone	Y	Y
7. Provided Contact Information	Y	Y
* Sales, Sales Support, Markerting, Financial Report, Executive Report	Y	Y
8. Standard Term of Payment	Y	Y
9. Provided Competition in Marketplace	Y	Y
10. Provided Annual Sales in Last 3 Years	Y	Y
11. Provided Overall Public Sales in Last 3 Years	Y	Y
12. Provided Strategy to Increase Market Share	Y	Y
13. Provided Information That Differentiates Company From Competitors	Y	Y
14. Provided Online Ordering Capabilities	Y	Y
15. Provided Company's Customer Service Department	Y	Y
16. Provided Information on Company's Past	Y	Y
Marketing / Sales Plan		
1. Provided Organization Plans to Market Contract Within 90 Days	Y	Y
2. Provided How Company Will Demonstrate Benefits of Contract	Y	Y
3. Provided How Company Will Market to Existing Government Customers	Y	Y
4. Provided a Detailed 90 Day Plan on How Contract Will be Implemented	Y	Y

5. Provided How Company Will Train National Sales Force	Y	Y
6. Acknowledged to Agree to Provide TCPN With Company Logo(s)	Y	Y
7. Provided Revenue Anticipation Each Year for First 3 Years	Y	Y
Administration		
1. Provided Information on Former Success with Previous Co-op's	Y	Y
2. Provided Capacity of Company to Report Monthly Sales	Y	Y
3. Provided Capacity of Company to Provide Management Reports, Etc.	Y	Y
4. Provided Suggestions & Improvements	Y	Y
Did Company Provide Green Initiatives	Y	Y
Did Company Provide Vendor Certifications	Y	Y



Enhanced Portfolio | Unified Focus | Continued Trust

March 11, 2016

Mr. Eric Daliere
President/CEO
FieldTurf USA, Inc.
8088 Montview Rd
Montreal Quebec H4P 2L7
Canada

Re: Renewal Award of Contract # R5176

Dear Mr. Daliere:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 23, 2016, National IPA~TCPN is pleased to announce that FieldTurf USA, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 10, 2012, and subsequent performance thereafter:

Contract

Sport Surfaces, Installation & Related Material (National)

The contract will expire on May 31, 2017, completing the fifth and final year of a five-year term contract. If your company is not in agreement, please contact National IPA~TCPN immediately.

The partnership between FieldTurf USA, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell, CTSBO
Contract Manager

725 Cool Springs Boulevard, Suite 100
Franklin, TN 37067



11280 West Road ~ Houston, Texas 77065
(888) 884-7695
www.tcpn.org

Publication Date: March 22, 2012

NOTICE TO RESPONDENT

SUBMITTAL DEADLINE: Thursday, May 3, 2012, 10:00 AM CST

Questions regarding this solicitation must be submitted to questions@tcpn.org no later than **April 26, 2012**. All questions and answers will be posted to the TCPN website under [Solicitations](#).

**Request for Proposal (RFP)
for
Sport Surfaces, Installation and Related Material
Solicitation Number 12-34**

It is the intention of TCPN to establish a national contract that satisfies the needs of participating governmental and non-profit entities in the purchase of Sport Surfaces, Installation and Related Materials. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services.

While this solicitation specifically covers Sport Surfaces, Installation and Related Material respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. *(Label included on page 5)* Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

For questions regarding this solicitation please contact Deborah Bushnell @ 713-554-0460.

**Jason Wickel
Senior Vice President**

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INTRODUCTION

The Cooperative Purchasing Network (TCPN)

TCPN is a national cooperative purchasing organization tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are approved by a single governmental entity, Region 4 Education Service Center, and are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN leverages one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

Purpose of TCPN

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

Purchasing Procedures

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract"
- Awarded vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly/quarterly to TCPN.

SCOPE

It is the intention of TCPN to establish a contract with vendor(s) for Sport Surfaces, Installation and Related Materials. Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN will invoice the vendor, on a monthly basis for the **administrative participation fee of three (3%) percent**. The invoice will be based on total sales made through the TCPN contract with the vendor. The vendor shall remit payment to TCPN at net thirty (30) day terms. Failure to pay administrative fees in a timely manner may result in the contract being in default and could result in the contract being suspended or terminated.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Sport Surfaces. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject or accept any response.
- Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Two (2) bound and signed copies of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.
- Vendor must also submit an electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

Proposal Format

- **Required:** Responses shall be provide in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Respondent's company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Evaluation Criteria Questionnaire
- Tab 5 - Product / Services
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 - Value Add
- Tab 9 - Required Documents

Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the TCPN office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

PROCESS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to TCPN and its participating agencies. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Amendment of Proposal

A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

Competitive Range

It may be necessary for TCPN to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of TCPN to award a manufacturer's complete line of products, when possible.

Estimated Quantities

TCPN estimates considerable activity resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, TCPN makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract estimates from \$1 million a year to \$5 million a year. This information is provided as an aid to contract vendors in preparing proposals only. The successful supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

Evaluation

A committee will review and evaluate all responses and make a recommendation for award of contract(s). TCPN will base a recommendation for contract awards on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

Clarifications/Discussions

TCPN may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination of minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, TCPN reserves the right to conduct discussions

with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between TCPN and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. TCPN will not assist respondent bring its proposal up to the level of other proposals through discussions. TCPN will not indicate to respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

TCPN has a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow TCPN to fulfill current and future needs, TCPN reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

Non-Exclusive

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and participating entities reserve the right to obtain like goods and services from other sources.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Open Records Policy

Because TCPN contracts are awarded by a governmental entity, responses submitted to TCPN are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. TCPN must comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Specifications

TCPN specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the respondent information as to the type and kind requested. Responses of reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

EVALUATION CRITERIA

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers verify they received contract pricing
5. Payment methods
6. Other factors relevant to this section as submitted by the proposer

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (20 Points)

1. Vendor reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with TCPN and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between _____ *and*

THE COOPERATIVE PURCHASING NETWORK (TCPN)
For

Sport Surfaces, Installation and Related Materials

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

Cancellation for non-performance or contractor deficiency:

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

COOPERATIVE PURCHASING

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units) any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

Customer Support

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Assignment of Contract

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Vendor contract documents: TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Ordering Procedures

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

Audit rights

Supplier shall, at Supplier’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN’s sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

Contract placed on hold

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

Novation

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Order of precedence

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Reporting

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

Payments

The entity using the contract will make payments directly to the awarded vendor.

Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Price reduction and adjustment

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

PRODUCT LINES

Current products

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN of **three (3%) percent** on gross sales: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

Supplemental Agreements

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Certificates of Insurance

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE

CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE
CITY OF BOSSIER CITY
CITY OF KENNER
CITY OF LAFAYETTE
CITY OF LAKE CHARLES
CITY OF METAIRIE
CITY OF MONROE
CITY OF NEW ORLEANS
CITY OF SHREVEPORT

Counties including but not limited to:

BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADD0 PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO. 29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON COUNTY SCHOOL DISTRICT NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN COUNTY SCHOOL DISTRICT 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOHAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
TERREBONNE PARISH SCHOOL DISTRICT

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPARTMENT OF TRANSPORTATION
OREGON DEPARTMENT OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPARTMENT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATON CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH-JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPARTMENT OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

TCPN Senior Vice President

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

TAB 2 – QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ Alabama | ☐ Montana |
| ☐ Alaska | ☐ Nebraska |
| ☐ Arizona | ☐ Nevada |
| ☐ Arkansas | ☐ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☐ New York |
| ☐ Delaware | ☐ North Carolina |
| ☐ District of Columbia | ☐ North Dakota |
| ☐ Florida | ☐ Ohio |
| ☐ Georgia | ☐ Oklahoma |
| ☐ Hawaii | ☐ Oregon |
| ☐ Idaho | ☐ Pennsylvania |
| ☐ Illinois | ☐ Rhode Island |
| ☐ Indiana | ☐ South Carolina |
| ☐ Iowa | ☐ South Dakota |
| ☐ Kansas | ☐ Tennessee |
| ☐ Kentucky | ☐ Texas |
| ☐ Louisiana | ☐ Utah |
| ☐ Maine | ☐ Vermont |
| ☐ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☐ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☐ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☐ Yes ☐ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☐ No

3. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

6. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)

- Pricing submitted includes the required TCPN administrative fee.

☐ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☐ No

8. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 3 – COMPANY PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market
6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2009, 2010, 2011
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2009, 2011
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN internet web-based homepage with:
 - TCPN Logo
 - Link to TCPN website
 - Summary of contract and services offered
 - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
3. Explain how your company plans to market this agreement to existing government customers.
4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
5. Describe how you intend on train your national sales force on the TCPN agreement.
6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

Administration

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
2. Describe the capacity of your company to report monthly sales through this agreement.
3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency
4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4 – Evaluation Questionnaire

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under TAB 5 on a corresponding electronic device? ☐Yes ☐No
2. Is there a price list for all available products and services on a corresponding electronic device?
☐Yes ☐No
3. Did you provide the warranty information that is offered by your company as per TAB 7?
☐Yes ☐No
4. Will customers be able to verify they received the contract price?
☐Yes ☐No

Please explain how they would verify the contract price.

5. What payment methods do you accept?

A. _____

B. _____

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under TAB 2, Question 1?
☐Yes ☐No

2. What is the capability of your company to respond to emergency orders?

Please explain what actions you would take.

3. Please provide your company's average fill rate over the last three fiscal years.

1) _____

2) _____

3) _____

4. Please provide your company's average on time delivery rate over the last fiscal year. _____

5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*" ? ☐Yes ☐No

If not please explain.

6. What is your company's return and restocking policy? Are there any applicable fees?

Please provide a brief description and example.

7. What is your company's history of meeting shipping and delivery timelines?

8. Will your company be able to meet the one year warranty guarantee as stated on page 14 under pricing? ☐Yes ☐No

If not, please explain.

9. Did you explain your company's policy on customer service issues as per TAB 3, Question 15?

☐Yes ☐No

10. What is your company's current invoicing process?

1. Did you indicate how your company will implement the contract as per TAB 3, Question 20, and is it appropriate? ☐Yes ☐No

12. Did you provide your Dun & Bradstreet number? ☐Yes ☐No

13. Did you provide information on your website and on-line ordering capacities as per TAB 3, Question 14? ☐Yes ☐No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?

2. What is the reputation of your products and/or services in the marketplace?

3. Does your company have past experience with TCPN and/or TCPN members?
If so, please list them and their contact information (Up to five).

4. Did you list your key employees and their qualifications as per TAB 3, Question 6?

☐Yes ☐No

5. Did you provide the locations and sales persons who will work on the contract as per TAB 3, Question 6 & 7? ☐Yes ☐No

6. What past experience does your company have working in the government sector?

7. Did you provide information on working with cooperative purchasing programs as per Tab 3, Question 24? ☐Yes ☐No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per TAB 3, Question 16? ☐Yes ☐No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per TAB 6? ☐Yes ☐No

Value Add (10 Points)

1. Did you submit a marketing plan as per Tab 3, Question 17?

☐Yes ☐No

2. Did you provide a national sales training plan as per Tab 3, Question 21?

☐Yes ☐No

TAB 5 – PRODUCT / SERVICES

It is the intention of TCPN to establish a contract with vendor(s) for Sport Surfaces, Installation and Related Materials. Awarded vendor(s) shall perform covered services under the terms of this RFP and the contract terms and conditions. Vendor(s) shall assist the end user TCPN member with making a determination of its individual needs, as stated below in the document.

The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that TCPN has been named as additional insured. If the member has higher insurance than those requirements may be added TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Sport Surfaces, Installation and Related Materials. Contractors specializing in one or more of the athletic surfaces may clearly indicate and propose on those items only. In addition, TCPN also requests any value add commodity or service that could be provided under this contract. TCPN members are seeking contractors who possess licenses in their states, where required to provide and perform the work as outlined in the following categories.

1. Athletic Facility Seating
2. Athletic and Multi-Purpose Flooring
3. Athletic Tracks, Fields and Courts
4. Athletic and Recreational Field Surfaces
5. Repairs, Alterations and Maintenance - Athletic related construction projects involving the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite, including but not limited to golf courses and athletic lights. Please provide any items not covered in this solicitation in this section and provide pricing along with scope of work and terms and conditions. TCPN reserves the right to accept or reject any items included in this section.

This may include various indoor/outdoor flooring products, sports surfaces products, gymnasium and stage floor refinishing, concrete polishing, grinding & staining used by various member entities of the purchasing cooperative. Because the various member entities require different equipment and supplies, this proposal is a request for the discount off of catalog or price list along with a coefficient for any project that is not just a commodity purchase, but has construction included in the project. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities and school districts. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business. Proposers must provide a coefficient to use with the RS Means construction cost data book (right hand column which includes overhead and profit times the city cost index). The overhead should include the administrative fee and should not be broken out as a separate line item in the proposal.

Responses can be made for any or all services and products described herein. Under the terms of this solicitation, individual contracts will be established with each of the TCPN member agencies. The terms and conditions listed below apply to all categories and lots within the athletic facility grouping. Each category and lot contains additional terms, conditions and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

Categories

Category 1 - Athletic Facility Seating

Athletic directors and facility managers of educational institutions throughout the TCPN member states are in an ongoing situation where they must assess their athletic seating facilities to ensure that they are in good working order and are a safe environment for their students and spectators. Likewise, as these facilities age and become unsafe, they must repair, renovate or replace those seating systems due to the danger to the spectators and the unnecessary risks that may exist. To assist its members in dealing and resolving these potential problems, TCPN is seeking vendor(s) who possess the knowledge, background, experience and capabilities to assess, design, manufacture, obtain, deliver and install athletic seating systems found within educational institutions.

Categorical Definitions

AA	– Aluminum Association
ADA	– American Disability Act
AISC	– American Institute of Steel Construction
AISI	– American Iron and Steel Institute
AISI	– American Iron and Steel Institute
ANSI	– American National Standards Institute
ISO 9000/9001	– International Standards Organization Quality Standards
OSHA	– Occupational Safety Hazard Administration
SPIB	– Southern Pine Inspection Bureau
UL	– Underwriters Laboratories, Inc.

General

1. The offeror must be willing and able to demonstrate its knowledge, understanding and experience in providing and working with athletic seating drawings, specifications and general provisions of designing, installing, renovating, inspecting and repairing seating systems which may be covered within the categorical scope of work.
2. The offeror must provide all labor, materials and equipment required to design services, complete site inspections, perform services and installs the proposed seating system. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror.
3. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians.
4. The offeror must be willing and able to demonstrate that they either possess or have the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements for the states where work is to be provided.

Item 1 Telescopic Gym Seats

Item 2 Permanent Grandstands and Portable Bleachers

Item 3 Installation, Renovation and Repair of Athletic Seating

Categorical Responses

1. Offerors must, through written narrative, clearly identify the type, kind, level of products and services they are proposing to provide TCPN members under the various lot(s) of this category. For each lot this shall include:
 - a. The manufacturer's name.
 - b. The various levels of products offered from each.
 - c. Services offered and provided by each manufacturer.
 - d. The products and services to be offered by subcontractors.

2. Offers must through written documentation, demonstrate their ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:
 - a. List five (5) previous projects relating to this lot.
 - b. The general scope of work for each project.
 - c. The manufacturer's product used for each project listed.
 - d. The total cost of each project.
 - e. The institution's name, address, phone number, contact person's name and title for each project.
 - f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.
3. Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

Categorical Cost Considerations

1. The offeror must provide a complete listing of all products and services that they are proposing to offer under this category. All prices submitted must be broken out into supplies, materials, reimbursable and labor as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.
2. Offeror must base material and equipment prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, one of the established methods described herein for pricing such items must be utilized, that is, RS Means, custom items or sole source.
3. For labor costs, not covered by other methods, offerors must provide hourly rates. It is recommended that the offeror establish a base labor rate for each labor category and then specify a multiplier to obtain the rate for each state.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this solicitation, the response documents must indicate the TCPN discount off the price sheet, catalog, etc.
5. When providing equipment costs, indicate an hourly, daily and weekly rate.
6. All pricing information must be placed in the offeror's response.

Category 2 - Athletic/Multipurpose Facilities Floor Installation, Maintenance, and Refinishing Products and Services

Educational institutions within their athletic, recreational and multi-purpose facilities have a variety of needs and demands when it comes to the flooring systems. Because of the diverse and varied flooring systems in existence that need to be maintained, refinished and renovated, TCPN is seeking vendor(s) to provide all types and kinds of athletic and multi-purpose flooring systems and the necessary labor. Also included are equipment, materials, supplies and accessories needed to install, refinish, repair and maintain such flooring systems. These products and services may include as little as providing the products and materials with the

TCPN Member's Agency performing the work themselves, to the vendor providing a turnkey solution, to anything in between. Likewise, the flooring systems may include, but are not limited to hardwood playing surfaces to synthetic multipurpose flooring surfaces installed over or existing on concrete or wood sub-flooring systems.

Categorical Definitions

ANSI	– American National Standards Institute
ISO	– 9000/9001 International Standards Organization Quality Standards
MFMA	– Maple Flooring Manufacturer's Association
OSHA	– Occupational Safety and Health Administration
UL	– Underwriters Laboratories, Inc.

Categorical Terms and Conditions

1. The offeror must be willing and able to demonstrate its knowledge, understanding and experience with providing and working with athletic systems drawings, specifications and general provisions of proposing, installing, renovating, inspecting and repairing new and existing athletic flooring systems which may be covered within the categorical scope of work.
2. The offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspections and preparation services and installation of the proposed athletic flooring products. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the offeror's involvement will depend on the individual project's requirements.
3. The offeror is responsible for ensuring that all work is performed by licensed and factory trained technicians/laborers.
4. The offeror must be willing and able to demonstrate that it either possesses or has the capability to develop knowledge and understanding of all federal, state and local government codes, regulations and requirements which may exist in the states in which work is to be provided.

Item 1 Wood Flooring Systems

Manufacture, obtain, deliver and install hardwood floor systems comprised of concrete and/or plywood sub-floors and Northern Hard Maple flooring in accordance with all applicable federal and state codes and industry standards. Obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing hardwood flooring systems to a structural and functional condition in accordance with industry standards. The following specifications and related information is intended to provide the offeror with a general overview of what TCPN members are seeking in this solicitation and deviations may be accepted and approved depending upon the circumstance.

1. Work to include:
 - a. Assessing and determining existing site conditions and owners expectations for the flooring system to be provided.
 - b. Developing a proposed solution to conform to and meet the owner's expectations.
 - c. Providing only products that are factory certified by a nationally recognized manufacturer and installed by locally licensed, factory certified installers.
 - d. Providing consulting, refinishing and maintenance services for the various wood flooring systems that exist within educational institutions.
 - e. Providing after the sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

2. Project Submittals

- a. Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.
- b. Samples of material and color charts for striping for the architect and member to develop the color scheme.
- c. Maintenance Instructions – Instructions on how to inspect and maintain the floor on an ongoing basis.
- d. Warranty – Written warranty to the member upon completion.
- e. Cost Proposal – Detail break down of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed flooring system.

3. System Description

a. Materials

- 1) Flooring
- 2) Flooring shall be x 2 1/4".
- 3) Grade shall be 2nd and better

b. Sub-Floor/Base

- 1) Vapor barrier shall be 6-mil polyethylene.
- 2) 3/8" resilient foam pad.
- 3) Panels shall be 2 layers 1/2" x 4' x 8' CDX plywood.
- 4) Tack nails shall be 1" cleats or 1" 13-gauge staples.
- 5) Flooring nails shall be 2" cleats or 2" staples.
- 6) Wall base shall be 4" x 3" vented cove base with pre molded corners.

c. Finish

- 1) World Class Seal and Finish manufactured by National Coatings.
- 2) Pacific Sport Seal and Finish manufactured by BonaKemi, USA.
- 3) Quality Assurance New Flooring Projects
 - a. All system component parts must be supplied by one sub-contractor.
 - b. The installer must be approved by the architect and/or the owner and shall have completed work of this type, to include a minimum of four (4) years experience in the field.
 - c. Flooring materials must be allowed to acclimate to building conditions on the job-site in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed 8%.

4) Quality Assurance Renovation, Refinishing and Repair Project

- a. Inspections – Inspect existing floor area including the concrete slab and sub-flooring to determine current conditions and to determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for proper tolerance and dryness and report any discrepancies to the member.
- b. The inspection report shall include all unsatisfactory conditions, along with the industry and/or manufacturer's standards, which were utilized to establish the conditions.
- c. Installation of replacement flooring system
 - 1) Install with one layer of 6 mil polyethylene film over the entire surface of the concrete floor. Install two layers of 1/2" plywood, the first layer of plywood parallel to the long dimension of the room. Install the second layer of 1/2" plywood over the first layer. Allow 1/4" spacing on all sides of the plywood panels. Sub-flooring shall be securely nailed 12" O.C. with 1" cleats or staples.
 - 2) Machine nail finish flooring at parallel to the long dimension of the room into the sub-flooring. End joints must be properly driven up and proper spacing provided for the humidity conditions of the areas as recommended by the flooring manufacturer. Provide 2" expansion voids at the perimeter and at all vertical obstructions. Install

vent cove base over perimeter voids. All installation shall be as per the manufacturer's recommendations and MFMA standards.

3) Metal threshold at doorways to be in compliance with industry standards.

5) Working Conditions New Flooring Projects

a. The wood flooring shall not be installed until all masonry plastering, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and working.

b. The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the flooring system. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.

c. Floor Sanding

1) Use coarse, medium and fine grade sandpaper.

2) After sanding with drum sander, buff entire floor using 100 grit sandpaper, with a heavy-duty buffing machine.

3) Vacuum or tack floor before first coat of seal.

4) Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.

5) Working Conditions for Flooring Renovation, Refinishing and Repair Projects

a. General conditions which will apply when applicable.

1) Replacement flooring shall not be installed until all other masonry removal of damaged flooring and the repair of any sub-floor conditions that exist. The building must be reasonably dry; heating, air conditioning and ventilation systems must be working and the area closed to the public.

2) Remove damaged or worn wood, as needed.

3) Dispose of old wood in accordance with state and local laws. (Do not dispose of wood until the member examines it.

4) Examine moisture barrier. If damaged or worn, replace with 6-mil polyethylene membrane.

5) The sub-floor shall be dry, free of foreign materials and broom cleaned prior to beginning of the installation of the new flooring sections. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain within the range of 35%-50%.

6) Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.

7) Final sanding shall be with 100 or 120 grit sandpaper.

8) Screen with a 120-grit disc to eliminate chatter, stop marks and sanding patterns.

9) Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.

10) Base molding shall be pre-molded vent cove without corners and attached to the wall with adhesive and/or screws.

- b. Repair and renovation of anchored resilient channel floor system
 - 1) Materials to use, as needed depending on the flooring system, includes: new 6 mil polyethylene moisture membrane; 1 3/8" x 2 5/8" x 8' factory assembled steel encased, Woodlife F treated sleeper; 1 1/2" x 2 1/2" x 48" factory assembled Woodlife treated sleeper; 3/4" x 4' x 8' CD-exterior grade fir or southern pine, 4 or more ply plywood; 15/32" x 4' x 8' rated sheathing, exposure 1, southern yellow pine, 4 or more ply, plywood; fasteners for flooring, 1 3/4" pr 2" barbed cleats or staples, 1 1/2" to 1 5/8" sub-flooring nails or staples, channel anchors, and 1 1/4" pneumatic or power actuated concrete anchors; second or better grade, cross-profiled, tongue and groove (T&G), end matched (EM), kiln dried (KD), Northern hard MFMA maple flooring, 25/32" thick x 2 1/4" wide. All flooring will be manufactured and graded in accordance with the MFMA standards.
- c. Repair and renovation or continuous strip DIN standard floor system
 - 1) Materials to use, as needed: 7 /16" EPDM rubber isolator pads of vertically. Noncoextensive design; 1/2" or 15/32" plywood, 4 ply fir or southern pine; elastomeric adhesive; 5/16" x 7/8" or 1/16" x 7/8" x 9" maple flooring.
 - 2) Install two layers of 1/2" plywood. First layer shall be installed parallel to the long dimension of the area.
 - 3) Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1" staples every 12" on center, both directions. Staggers joints 1/4" a part.
 - 4) Trowel elastomeric adhesive at one gallon for every 50 square feet.
 - 5) Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.
- d. Repair and renovation of floors with padded sleeper
 - 1) Materials, as needed, depending on the floor: 1 1/2" x 1 1/2" factory assembled Woodlife treated sleeper with pad attached 12" on center; 12/32" x 4' x 8' southern yellow pine, exposure 1 rated sheathing; 15/32" x 1 1/2" or 33/32" x 2 1/4" or 1 1/2" width first, second or third grade, T&G and EM, Northern hard MFMA maple KD.
 - 2) Install plywood diagonally over sleepers. Space all sides 1/4" and secure with nails or staples to sleepers.
 - 3) Repair and restoration of a padded plywood gymnasium floor
 - a) Materials needed, depending on conditions of floor: resilient pads, either 3/8" x 2 1/4", second and better grade, T&G and EM, KD Northern hard MFMA maple
 - b) Install 2 layers of 1/2" plywood. First layer shall be installed parallel to the long dimension of the area.
 - c) Apply ribbons of PL400 adhesive in a box-X pattern. Install second layer of plywood at 45 degrees to the first layer and secure with 1" staples every 12" on center, both directions. Staggers joints 1/4" a part.
 - d) Trowel elastomeric adhesive at one gallon for every 50 square feet.
 - e) Install MFMA maple flooring in adhesive, laying in continuous trip pattern end to end.
 - f) Repair and restoration, and/or refinishing of stage floor
 - 1) Repairs must match wood and construction in the original stage.
 - 2) Prior to refinishing, floor shall be scrubbed, stripped, or sanded, as requested or required by the member.
 - 3) Thoroughly rinse scrubbed or stripped floor.
 - 4) Allow floor to dry in accordance with product manufacturer's instructions.
 - 5) Abrade floor as required by product manufacturer's instructions.

- 6) Tack floor in accordance with product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
- 7) On scrubbed floors, apply patch coat of finish, if required in heavily worn areas. Allow patch coats to dry, abrade and tack, in accordance with product manufacturer's instructions.
- 8) On scrubbed floors, apply coat of finish to floor in accordance with product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
- 9) On stripped or sanded floors, apply a coat penetrating sealer. Use penetrating stain, if required by the member.
- 10) Allow sealer or stain to dry in accordance with product manufacturer's instructions.
- 11) Prepare floor in second coat of penetrating sealer or stain, or a coat of finish, in accordance with product manufacturer's instructions.
- 12) Ensure there is no draft and that floor remains free of dust, dirt and debris during product application and drying.
- 13) Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
- 14) After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.

6) Floor Finishing New Floors

- a. Apply seal coat in accordance with MFMA and product manufacturer's instructions. The manufacturer's minimum coverage instructions shall be followed.
- b. Allow seal coat to dry in accordance with manufacturer's instructions.
- c. Apply second coat of seal as specified by the product manufacturer.
- d. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying a second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- e. Striping and/or game lines must be accurately applied after the first seal coat, after buffing and vacuuming. Lay out in accordance with drawings. Offerors must confirm and will be held responsible for ensuring that any/all game lines use current rules of associations having jurisdiction. Lines shall be straight with sharp edges using colors and patterns approved by the owner. Use proper floor lining paint that is compatible with the seal and finish coating products. floor finish.
- f. Unless otherwise specified in the work order, standard game lines shall include 1 main and 2 practice basketball courts, 1 main and 2 practice volleyball courts.
- g. Allow seal coat and/or game lines to dry in accordance with product manufacturer's instructions.
- h. Abrade floor in accordance with MFMA and product manufacturer's instructions prior to applying second seal coat. Tack floor in accordance with MFMA and product manufacturer's instructions.
- i. Apply two or three coats of finish in accordance with MFMA and product manufacturer's instructions. In accordance with MFMA and product manufacturer's instructions, allow proper drying time and follow proper abrading procedures between coats.
- j. Ensure there is no draft and that the floor remains free of dust, dirt, and debris during product application and drying.

- k. Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
 - l. After finishing the floor, ensure that it is closed to traffic and activities in accordance with product manufacturer's instructions.
- 7). Floor Finishing Renovation Projects
- a. The offeror will consult with the member to determine if the floor is to be sealed and finished with solvent-based or water-based products.
 - b. Seal and finish products must be approved by the Maple Floor Manufacturers Association (MFMA). Publication on the MFMA Floor Sealer and Finish List shall serve as evidence of approval.
 - c. Only compatible seal, finish and paint products will be used.
 - d. Floor will be sanded a minimum of three (3) times to remove existing finish, dents, gouges and surface flaws. Sanding will be in accordance with MFMA and the product manufacturer's instructions.
 - e. Final sanding shall be with 100 or 120 grit sandpaper.
 - 1) Screen with a 120-grit disc. To eliminate chatter, stop marks, and sanding patterns.
 - 2) Tack the floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
 - f. Periodic scrubbing and recoating
 - 1) Only MFMA products that are compatible with existing seal and finish will be used for periodic recoating.
 - 2) Scrub floor in accordance with MFMA and product manufacturer's instructions. Remove all gum, tape, rubber marks, scuffs, and other debris. Thoroughly rinse the floor.
 - 3) Allow floor to dry and touch up game lines in accordance with MFMA and product manufacturer's instructions.
 - 4) Abrade floor as required by product manufacturer's instructions.
 - 5) Tack floor in accordance with MFMA and product manufacturer's instructions. The floor shall be tacked until thoroughly clean and free of all dust and debris.
 - 6) Apply patch coat of finish, of required in heavily worn areas such as keys. Allow patch coat to dry, abrade and tack the floor, all in accordance with MFMA and product manufacturer's instructions.
 - 7) Apply coat of finish to floor in accordance with MFMA and product manufacturer's instructions. Apply additional coat of finish, if requested by the member.
 - 8) Ensure there is no draft and that floor remains free of dust, dirt, and debris during product application and drying.
 - 9) Ensure proper ventilation in accordance with product manufacturer's instructions. Provide respirators, if required by the manufacturer.
 - 10) After finishing the floor, ensure that it is closed to traffic and activities in accordance with the product manufacturer's instructions.
8. Clean Up – All unused materials and debris are to be removed from premises.
9. Warranty
- a. Installer shall warrant the installations jointly with the flooring manufacturer for a period of one (1) year from the date of substantial completion against defects arising due to faulty materials or workmanship.
 - b. This warranty does not cover damage caused by fire, winds, floods, chemicals, or owner's negligent or reasonable precaution to provide adequate ventilation during hot and humid weather. Furthermore, this warranty does not cover damage to floors caused by ordinary wear and tear, faulty construction of building, failure of other contractors to adhere to specification, separation of concrete slab, settlement of walls, or use of water on the floor.

Item 2 Multi-Purpose Synthetic/Rubber Flooring Systems

Manufacture, obtain, deliver and install synthetic/rubber floor systems over concrete and/or plywood sub-floors in accordance with all applicable federal and state codes and industry standards. To obtain and provide the necessary labor, equipment, materials, supplies and accessories to refinish, renovate and repair existing synthetic flooring systems to a functional and operational conditions in accordance with the manufacturer's and industry standards. The following specifications and related information is intended to provide the offeror with a general overview of what TCPN members are looking for.

1. Work to include:

- a. Assessing and determining existing site conditions and member's expectations for the flooring system to be provided.
- b. Developing a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:
 - 1) Providing only products that are factory certified by a national recognized manufacturer and are installed by locally licensed, factory certified installers.
 - 2) Providing consulting, refinishing, maintenance services for the various synthetic/rubber flooring systems that exist within educational institutions.
 - 3) Providing after-the-sale ongoing inspection and maintenance services to ensure proper floor maintenance and upkeep.

2. Project Submittals

- a. Project Description – Provide a description of all site preparation, materials and supplies to be furnished even if provided by others.
- b. Samples – Provide samples of materials and color finishes available to the architect and/or member to determine the type of flooring texture and color schemes to be utilized.
- c. Maintenance Instructions – Instructions on how to inspect and maintain flooring system on an ongoing basis.
- d. Warranty – Copy of written warranty to be given to the member upon completion.
- e. Cost Proposal – Detail breakdown of all costs associated with the design of, manufacturing of, delivery of, installation of and warranty of the proposed solution.

3. System Design New Flooring System

- a. The flooring systems proposed shall be specifically created for and possess the characteristics required of both competition and recreational floors found in gymnasiums, physical education, weight, training, locker and other multipurpose facilities. Characteristics may include but are not limited to co-efficient of friction wet and/or dry, vertical and horizontal shock absorption, durability, scuff resistant and easy to maintain.
- b. The flooring systems proposed shall be able to be installed over concrete, asphalt, wood or vinyl with no need to remove the existing flooring if in acceptable condition.
- c. The flooring shall be installed without nails, toxic adhesives.
- d. Flooring shall be warranted by the manufacturer for any defect in materials and workmanship for a period of at least 10 years from the date of purchase.
- e. Materials
 - 1) Gymnasium, Aerobics
 - a) Prefabricated rubber sport flooring to be equal to or better than Vulcanized Advance 6 to 12mm (1/4" to 7/16") depending on application, with smooth mat finish, available in standard colors, as manufactured by Mondo America Inc.
 - b) Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents and pigmentation. The material is to be provided in 6' (1.83m.) widths and lengths of ±20' to ±40' (±6 to ±12 m.).
 - c) Prefabricated rubber sport flooring to be manufactured in three layers, which are vulcanized together. The shore hardness of the lower layer is to be less than the

upper layer, shore hardness of the respected layers to be recommended by the manufacturer and provided in standard colors.

2) Weight and Training Rooms

- a) Prefabricated rubber sport flooring, 10mm (3/8) thickness, dual durometer vulcanized and calendared equal to or better than Sport Impact, Ramflex, or Speckleflex. Sport Impact is best, then Ramflex, then Speckleflex manufactured by Mondo America Inc.
- b) Prefabricated rubber sport flooring to be sheet goods, calendared and vulcanized with a base of natural and synthetic rubber, stabilizing agents, pigmentation with smooth textured pattern. The material to be provided in 47" (1.19m.) widths and lengths of $\pm 20'$ to $\pm 40'$ (± 6 to ± 12 m.). Also available in 45" x 45" tiles (1.14m x 1.14m).
- c) Prefabricated rubber sport flooring to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer. Field laminated dual durometer are unacceptable.
- d) Products offered must possess the properties of never crumbling or breaking down or taking on orders under normal conditions found in weight/training rooms, impervious to moisture and naturally antibacterial.

3) Tennis

- a) Prefabricated rubber sport flooring to be 6mm (1/4"), 8mm (5/16"), 10mm (3/8") or 12mm (1/2") thickness, with a non-slip, non-reflecting, highly spike resistant top surface, available in standards colors to be at least equal to Sportflex M manufactured by Mondo America Inc.
- b) Prefabricated rubber surface to be sheet goods, calendared and vulcanized with a particular closed cell structure, based on special isoprenic rubbers, mineral fillers, vulcanizing and stabilizing agents and color pigments, highly resistant to UV rays and atmospheric agents, with system of differentiated elasticity between top surface and base, supplied in rolls of suitable size and thickness.
- c) Prefabricated rubber sport surface to be manufactured in two layers, which are vulcanized together. The shore hardness of the lower layer to be less than the upper layer, shore hardness of the respected layers to be recommended by the manufacturer and within the limits hereinafter specified. Field laminated triple durometer is unacceptable.

4. Quality Assurance

- a. The manufacturer to be a firm experienced in the manufacturing of prefabricated rubber sport flooring for a period of at least three (3) years.
- b. Installer must be licensed in the State where the installation is to be made and be certified and approved by the rubber sports flooring manufacturer of the materials being installed.
- c. Installer must have successfully completed projects during the last three (3) years.
- d. All system component parts must be supplied by a single source.

5. Working Conditions

- a. Substrate
 - 1) Substrate may be concrete, bituminous or wood.
 - 2) Remove from substrate any ridges and bumps. Fill low spots, cracks, joints, holes and other defects with patching compound.
 - 3) Patching compound to be supplied or approved/recommended by rubber sport flooring manufacturer.
 - 4) Clean substrate and apply and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured.

- 5) Ensure that substrates are dry and exhibit neutral alkalinity. Moisture (calcium chloride) tests are recommended on various areas of the substrate.
 - 6) Sub-floor is to be prepared as per manufacturer's recommendations.
- b. Site Conditions
- 1) Maintain a stable room and sub-floor temperature, minimum 65°F (18°C), for a period of 48 hours prior to, during and 48 hours after installation of the flooring system.
 - 2) Rubber sport flooring should not be installed before the concrete or asphalt subfloor has cured for a minimum of 30 days if new facility.
 - a) Moisture vapor emissions content of the concrete slab must not exceed 3 lbs./1,000 sq. ft./24 hours when using the calcium chloride test as per ASTM F1869-98.
 - b) Installation in a new facility of the rubber sport flooring shall only commence once all work related to other craftsmen and trades have been completed.
- c) Installation
- i) Install sport flooring in accordance with manufacturer's printed instructions.
 - ii) Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity.
 - iii) Sport flooring to be unrolled and allowed to relax.
 - iv) Cut and adjust sport flooring prior to adhesion.
 - v) Rubber sport flooring adhesive to be two part polyurethane adhesive suitable for adherence of a sheet good to asphalt, concrete or urethane substrate. Adhesive to be supplied or approved/recommended by rubber sport flooring manufacturer.
 - vi) Mix adhesive in accordance with manufacturer's instructions.
 - vii) Hold all seams in place with suitable weights for a minimum of 12 hours.
 - viii) Lines to be painted as per manufacturer's recommendations.
 - ix) Surface to be protected before, during and after installation until project's acceptance by the owner or his agent.
6. Maintenance Materials
- a. Provide the member with three (3) copies of the maintenance instructions.
 - b. Provide the member with additional amounts of flooring, representing 2% of the total surface of each types and colors ordered.
 - c. Maintenance materials must be from the same dye lot.
7. Warranty
- a. Offeror must be willing and able to warrant the preparation of the substrate and installation of the proposed flooring system for a minimum period of one (1) year.
 - b. A manufacturer's written warranty must be provided to the member upon completion of the project accepting the work that has been completed and including all terms, conditions and stipulations relating to the products being provided.
8. Renovation, Refinishing and Repair Existing Synthetic Flooring Systems
- a. The offeror will provide TCPN members with high quality and industry standard products, materials, equipment and labor for maintaining and repairing various types of athletic and/or multi-purpose flooring systems utilized within educational institutions.
 - b. The maintenance and repair products offered must be compatible with and approved by the existing floor system manufacturer.
 - c. The offeror must be willing and able to allow the TCPN member to determine the level of responsibility for performing the labor involved with refinishing and repairing an existing flooring system with their own staff. The offeror will provide as little as, or as

much as, or a combination of floor maintenance and refinishing goods and services as requested.

- d. The offeror must be willing and able to provide consulting and/or training services for member's staff on the how to utilize various products, materials and equipment to maintain and refinish various types of athletic and multi-purpose floors.
 - e. The offeror will ensure that all training and assistance provided to TCPN member's personnel in the operation of and/or application of maintenance and refinishing products and equipment is in accordance with OHSA, EPA, industry and manufacturer's guidelines and standards.
 - f. At the request of the member, the offeror will provide a total and complete solution to renovate and/or repair existing athletic or multi-purpose floors.
 - g. Service Provider
 - 1) The service provider will be factory certified and have performed the proposed services for not less than three (3) years and must have a current local license in the state in which the installation is made.
 - 2) Products and materials utilized must be manufacture approved for the system being maintenance and/or repaired
 - 3) Products and services offered under this lot must meet or exceed and comply with all federal, state, or industry standards.
9. Quality Assurance Maintenance, Renovation and Repair
- 1) Inspections – Inspect existing floor area including the substrate, determine current conditions and determine the scope of work to bring the flooring system up to industry standards and in compliance with all codes. Inspect for unusual flooring conditions or defects and report them to the member.
 - 2) The inspection report shall include any/all unsatisfactory conditions, along with the industry and/or manufacture's standards, which were utilized to establish the conditions.
10. Renovation, Maintenance and Repair Work
- 1) All work must be in accordance with manufacturer's specifications and must comply with governmental and industry standards.
 - 2) Site and work conditions must meet or exceed the manufacturer's recommendations and industry standards.

Category 3 - Athletic Tracks, Fields, and Courts

Within the TCPN member states there are athletic and recreational outdoor facilities that serve a variety of purposes, such as collegiate and high school athletic events to community recreational activities for all levels of individuals. These facilities may include but are not limited to: football and soccer fields, track and field areas, baseball and softball fields, tennis courts, jogging tracks, skate parks, etc. The members of these facilities are continuing to maintain, repair and renovate these facilities in order to keep them in a safe and good condition for the students and communities they serve. TCPN is seeking vendor(s) who possess the knowledge, background, and experience along with a good track record in constructing, maintaining, repairing and renovating these types of facilities.

Categorical Definitions

AAU	– Amateur Athletic Union
ANSI	– American National Standards Institute
EPA	– Environmental Protection Agency
ISO	– 9000/9001 International Standards Organization Quality Standards
NCAA	– National Collegiate Athletic Association

NFSHSA	– National Federation of State High School Associations
NTBA	– National Track Builder's Association
OSHA	– Occupational Safety and Health Administration
TCBA	– Tennis Court Builder's Association
UL	– Underwriters Laboratories, Inc.

Categorical Terms and Conditions

1. General

- a. The offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of athletic field design, construction and related trades and utilities work which may be part of any athletic facility project.
- b. The offeror must be willing, able and have the ability and capacity to provide all labor, materials and equipment required to provide design services, site inspection and preparation services and track and field construction. These services may be provided by the offeror's own crews and staff or by subcontractors contracted and supervised by the offeror. It should be noted that the level of the offeror's involvement will depend on the member's requirements.
- c. The offeror is responsible for ensuring that the design and construction of the site preparation, public utilities, track/field sub-base-works, drainage systems and asphalt base-works, track/field surfaces are in accordance and comply with /NCAA/NFHSA requirements.
- d. The offeror must possess a knowledge and understanding of all federal, state and local government codes, regulations and requirements.
- e. If the offeror is only providing the track and/or field surface, the offeror must provide the member with construction guidelines, requirements and recommendations for the site preparation, sub-base and asphalt pavement.
- f. If any part of the design or construction work is to be performed by the member, member's architect and/or a third party not associated with the offeror, the offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the offeror must notify the member immediately in writing stating what is not acceptable and on what this determination was made.
- g. Documentation signed by an authorized representative of the manufacturer will be provided to the member stating that the track and field surfacing has no measurable traces of heavy metals, leachable mercury or any other hazardous materials identified by the EPA. For comparison testing prior to installation and randomly during installation, an 8" x 10" sample of the material must be furnished to the member's independent laboratory. This sample must be provided prior to installation.
- h. An additional 8" x 10" product sample, the same color, texture, thickness, etc. as the type of surfacing to be installed for this project shall be provided to the member. This must be a representative sample of the product for comparison of color and texture during installation. This sample must be submitted and approved by the member prior to installation.
- i. Upon completion of any line markings, the offer or shall obtain written acceptance and approval of the markings by the owner's designated representative as being complete and meeting their requirements. This document shall state that the track and/or field markings and layout meets and complies with the governing bodies (NCAA/NFHSA) requirements for any athletic event stated in the owner's scope of work for the individual project.

2. Quality Assurance

- a. Offeror must demonstrate through documentation that it has completed at least 10 track and field facilities that were completed and accepted by the owner as meeting and complying with the governing bodies' (NCAA/NFHS) requirements and rules governing their level of athletic of competition. The products offered shall meet or exceed the National Track

Builders Association's (NTBA) guidelines and all requirements of the NTBA performance specification for synthetic surfaced athletics tracks and fields.

- b. The offeror will only utilize factory certified and/or licensed tradesman to perform all work performed under this solicitation.
- c. The offeror shall make its' own site visit to fully acquaint themselves with the construction site, existing facilities and utilities and shall fully understand the difficulties and restrictions attending the execution of the work under this solicitation. All offerors shall advise the member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
- d. All material shall be guaranteed to the extent that the surfacing:
 - 1) Has been manufactured and applied in accordance with these and the manufacturer's specifications.
 - 2) Will hold fast and/or adhere to the asphalt, concrete, edging, filler and patches or overlay materials.
 - 3) Will perform as specified in these specifications and the specifications of the product manufacturer in the current standard product information literature and specification sheets.
 - 4) Is ultra-violet resistant and will not de-laminate, bubble, blister, fade, crack or wear excessively during the guarantee period, as determined by the member.
- e. All machinery and materials used must be only those approved by the track and field manufacturer.

Item 1 Outdoor Running and Jogging Tracks

- a. Concrete curbs and drains
 - 1) Furnish all required labor, materials, equipment implements, parts and supplies necessary to prepare the site and install curbs and drainage systems.
 - 2) Cement shall conform to one of the standard specifications for Portland Cements, ASTM C-150, or specification for blending hydraulic cements, ASTM C-595, excluding slag cements types S and SA.
 - 3) Air entrainment by total volume of concrete shall be: 4 – 6% for 1 1/2" maximum size coarse aggregate; 5 – 7% for 3/4" or 1" maximum size coarse aggregate; 6 1/2" – 8 1/2" for 3/8" or 1/2" maximum size coarse; 1/2 – 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.
 - 4) Aggregate shall conform to standard specifications for concrete aggregates ASTM C-33. For concrete work that is 5" thick, the normal size of the coarse aggregate shall not exceed 1 1/2". For concrete work that is 4" thick, the normal size of the coarse aggregate shall not be greater than 1".
 - 5) Concrete work shall be 5" thick if the location of the structure is such that it will be subject to more than three freeze-thaw cycles annually. If the location is such that not more than three freeze-thaw cycles occur annually, concrete work may be 4" thick.
 - 6) Steel reinforcement bars shall conform to standard specifications for deformed and plain billet-steel bar for concrete reinforcement ASTM A-615, grade 60 or 40.
 - 7) For concrete work that is 5" thick, the recommended bars shall be No. 5 size in both directions at 12" on center. For concrete work that is 4" thick, the recommended bars shall be No. 5 size in both directions at 15" on center. Bars shall be accurately positioned at mid-depth, terminating 2" away from edges and joints, and shall be adequately supported by chairs with sand plates provided to prevent bar supports from sinking into the sub base.
 - 8) Bars shall be lapped 18" and also be securely tied or otherwise secured so that there is no possibility of displacement when concrete is placed. Reinforcement at time of concrete placement shall be free of loose, flaky rust and other coatings or films that could interfere with bonding to the concrete.
 - 9) The concrete shall have a compressive strength of not less than 3,000 psi at the 29th day after casting. The minimum cement content for finish ability shall not be less than 470 lb. per cubic yard for 1 1/2" maximum size coarse aggregate or 520 lb. for 1". In freeze-thaw environments, the minimum cement content shall not be less than 560 lb. per cubic yard.

The slump shall not be more than 4". Readymixed concrete shall be mixed and delivered in accordance with ASTM C-94, specification for ready-mixed concrete.

- 10) Concrete shall be spread, consolidated, screened, bull-floated and finished in accordance with Section 7.2 of ACT Standard 302, recommended practice for concrete floor and slab construction.
- 11) When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab shall be uniformly finished by power floating and trawling. The final finish texture shall have at least a medium broom finish to improve the mechanical bond to the surface.
- 12) Immediately after brooming, the concrete shall be kept continuously moist for seven (7) days by covering with polyethylene film or waterproof curing paper. Curing compounds will not be used. Curing time shall be in accordance with surfacing systems manufacturer's recommendations, but in not less than 28 days.
- 13) The concrete surface shall be finished so that the tolerance shall not vary more than 1/4" in 10' when measured with a 10' straightedge in all directions.
- 14) Perimeter edging shall be constructed using one of the following methods; pavement extension, flush curb, permanent raised curb or removable raised curb.
- 15) A pavement extension shall have an aggregate base course constructed so that the inside perimeter is parallel to and 28" inside of the track measure line, and 16" from the outer side of the outside lane line.
- 16) A pavement extension shall have an asphaltic concrete course(s) constructed so that the inside perimeter is parallel to and 22" inside of the track measure line, and it's outside perimeter parallel to and 10" from the outer side of the outside lane line.
- 17) A pavement extension shall have a synthetic surfacing course constructed so that the inside perimeter is parallel to and 16" inside of the track measure line, and it's outside perimeter parallel to and 4" from the outer side of the outside lane line.
- 18) A flush curb shall be solid, installed for both the inside and outside (or inside only) perimeter of the trade. The curb shall be flush with either the asphalt or the top elevation of the synthetic surface for an impermeable installation. For a permeable installation, the curb is to be flush with the final elevation of the asphalt. The distance between the track side of the inside curb and the measure line shall be less than the distance between the track side of the outside curb and the line shall not be less than 4".
- 19) A permanent raised curb shall be solid, and be installed to provide a curb for both the outside and inside perimeter of the track. The distance between the trackside of the curb and the track measure line shall be 30 cm. The distance between the trackside of the outside curb and the lane line shall not be less than 4".
- 20) Removable raised curbs shall be available in various materials, including but not limited to; aluminum, polyurethane or aluminum with a firm rubber top. These removable curbs shall sit on pads that allow movement of water from the track surface to the drain channel or infield.
- 21) Drainage systems shall utilize a perimeter drain tile system, catch basin, curb and gutter drainage system, permeable system or continuous trench drains.

Item 2 Outdoor Running Tracks-Track Surfacing Systems

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the surfacing of running tracks.
- b. Quality Assurance – The work shall conform to the USTC & TBA's standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- c. Guarantee – The contractor is to provide a written guarantee against defective materials or faulty workmanship for a period of one year.
- d. Job Conditions – Surfacing shall not be done if a threat of freezing exists within the next 24 hours, rain is imminent or gusting winds are forecasted. While surfacing and striping are

being done, sprinkler systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces. Other trades, school district personnel and students must stay off the wet or curing surfaces.

- 1) Track systems shall be asphalt, latex, polyurethane systems or per manufactured rubber. Installed depth of all systems, depending on the TCPN member requirements, will be 3/8" to 1/2".
- 2) Asphalt track surfacing systems shall be either a SAR or asphalt emulsion and rubber system.
- 3) Latex track surfacing systems shall be available in black or use a colored binder, color sandwich or full-depth color system. It shall be mixed and installed on-site.
- 4) Polyurethane track surfacing systems shall be available in either permeable or impermeable forms. They will utilize a base mat, structural spray, sandwich or full-pour application process. The polyurethane system shall be mixed and installed onsite or per manufacturer's specifications and instructions.
- 5) The asphalt or concrete base must be properly cured in accordance with all general specifications referenced above prior to the application of the synthetic surface.
- 6) The asphalt or concrete base shall be inspected for conformity to allow tolerances for inclination. Also, the surface shall not deviate more than 1/4" in 10' from the specified grade when checked with a 10' straightedge in all directions. The surface should also be flooded with water to detect low areas.
- 7) The area to be surfaced shall be clean and free of any loose or foreign particles prior to the synthetic surface installation.
- 8) A primer or K coat may need to be applied to the asphalt or concrete base in accordance with the system specifications. Some systems will not require this primer coat.
- 9) The track surface shall be installed in strict compliance with the manufacturer's specifications. All equipment is to be kept clean. All daily work shall be finished in a uniform manner. All cured joints are to be properly prepared prior to commencement of new work. All layers are to be properly cured prior to subsequent applications.
- 10) Delaminating surfaces – Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.
- 11) Leveling Course(s) – Contractor shall flood track, mark and fill all water-holding depressions with the leveling course mixture.
- 12) Striping – TCPN member personnel will be consulted to determine the placement of the finish line(s), events to be run, location of lane numbers and any other painted markings. A computerized set of calculations will be created to enable accurate layout of the selected markings. Layout of kings will be done with a steel tape calibrated to .01". The markings on the curve will be sighted-in with a theodolite capable of direct reading to 20 seconds of arc. Markings shall conform to NFSHSA, NCAA or AAU regulations. The paint shall be semi-gloss urethane compatible with the surface. The offeror will supply a scaled drawing of all markings. All calculations, measurements and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field. All markings shall be painted, using an application process applied at approximately 200 to 250 square feet per gallon of paint.

Item 3 Post-Tension Concrete Tennis and/or Basketball Courts

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the site preparation, grading and installation of play courts (tennis and/or basketball) equal to or better than the following specifications.
- 1) Guaranty – The contractor shall guaranty the work against defective material or faulty workmanship for a period of one year from the date of completion.

- 2) Quality Assurance – The work shall conform to the USTC and TBA's standards for tennis and/or basketball court construction. The court will be applied by a licensed firm, which has been installing the material for the past five (5) years.
- 3) Site preparation may include removing trees, bushes and a minimum of 4" of topsoil if existing conditions require such action. The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform 1% slope at $\pm 1'$ in one plane. All fills will be placed in 6" layers and will be compacted to 90% standard density at optimum moisture. The contractor will alert the member of any "soft spots" or structures that could affect the stability of the slab. The site preparation will be done so as to provide positive drainage away from the play courts and, if needed, to provide intercepting swales to prevent drainage on to the court. The final grade base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate plane to a $1/4"$. The depth of the fine grade base material shall be sufficient to develop a $1/4"$ accuracy.
- 4) Site preparation materials may consist of the existing sub-grade material unless a soils engineer specifies import fill. The fine grade base materials shall be an approved compactable, free-draining base material (sand, fine gravel, etc.).
- b. Court paving materials specifications may include:
 - 1) Post-tensioning and anchorages will conform to the "PTI Guide Specifications for Post-Tensioning Materials". The tensioning strands shall consist of $1/2"$ diameter, 7-wire, stress-relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi. Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab coated with a permanent rust preventative lubricant and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of 6" exposed strands is permitted at the dead end anchor.
 - 2) The concrete shall have a compressive strength of not less than 3,500 psi after 28 days. Ready-mixed concrete shall be mixed and delivered according to ASTM C- 94 specifications for ready-mixed concrete with a 4" maximum slump. Mix design as follows: cement – Type 1, six sack unit weight – 140.3 lbs. per cubic foot, air entrainment – 6.0%, water/cement ration – 0.52/1.
 - 3) Court paving execution shall consist of the following:
 - a) Forms shall be accurately set to the lines and to $\pm 1/4"$ of finish grade indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.
 - b) Tensioning cables and anchors shall be supported on chains and loosely tied 2" high at all intersections to prevent vertical and horizontal movement during concrete placement. Strands shall be placed with no greater spacing than 2'6" wide on lengths over 100' and 3'4" on lengths under 100'. After forms are removed and the concrete has set to a minimum of 2,000 psi, the tensioning procedure may be applied approximately one week later. Each tendon may initially be tensioned to a maximum of 80% ultimate breaking strength and anchored at a minimum of 70% ultimate breaking strength. Ultimate Breaking Strength 80% 70%. The cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.
 - c) Joints – Between each court or at net line $\pm 1'$, there shall be a keyed construction joint.
 - d) Placing – A full court shall be placed in one continuous operation without intervening joints of any kind. The 4" thick slab will be placed with a 60' mechanical screed capable of providing a surface true to $3/8"$ at a 1% slope.
Note: Finish surface shall not have a water-holding area greater than $1/8"$ deep. This is to be determined by flooding the court with water, allowing it to drain for one hour on a 70° or warmer day.
 - e) Curing – Immediately after finishing, the concrete shall be kept moist by covering with polyethylene, by sprinkling, by pounding or by curing compound (must be compatible with acrylic tennis surfacing material).

- 4) Court Surfacing Materials – Manufacturing of the emulsified asphalt surfaces and acrylic color should be equal to and/or better than the TPS 5000 specifications as distributed by TPS Coatings, Inc.
- a) Prime Coat – The prime coat material should consist of one part SS-1H binder and 2.5 parts water.
 - b) 1/2" Emulsion Lift – The 1/2" lift shall consist of one screed application of the following mixture:
 - i. 13 gallons to SS-1H binder
 - ii. 55 gallons of 3/8" minus sand
 - iii. Sufficient water to make a workable mixture (fresh and potable)
 - c) Finishing Courses – One or two applications of the following mixture:
 - i. 50 gallons of emulsified asphalt surface
 - ii. 400 lbs. of silica sand
 - iii. Sufficient water to make a workable mixture (fresh and potable)
 - d) Acrylic Color – The following specified mixture provides for not less than 115 gallons of color concentrate per court. (This quantity is before water or any fillers are added.) This provision will be strictly enforced and monitored.
 - e) Slow Tennis Surface – Two coats of the following mixture:
 - i. 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court)
 - ii. 20 gallons of water (fresh and potable)
 - iii. 400 lbs. silica sand (30 mesh)
 - f) Fast Tennis Surface – One coat each of the following mixtures:
 - i. First application 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court) 20 gallons of water (fresh and potable) 400 lbs. silica sand (30 mesh)
 - ii. Second Application 50 gallons of undiluted TPS 5000 acrylic color (115 gallons/std sized court) 20-25 gallons of water (fresh and potable) 400 lbs. silica sand (70 mesh)
 - g) Playing Lines – Playing lines shall be painted on using white, latex acrylic, line paint.
- 5) Court Surfacing Surface Preparation – Prior to the surfacing application, the concrete will be thoroughly cleaned by using a power broom or power washer. Subsequent to the cleaning of the court surface, a prime coat will be broom applied. Pools of the prime coat will be swept out to eliminate black "fatty" spots.
- a) 1/2" Emulsion Lift – The mixture will be agitated in a mixer capable of providing a consistent and homogeneous solution of the binder and aggregates. The mixture will be screened over the entire surface using 1/2" rods; other methods of placing will not be allowed. After the lift has cured (approximately one week), it will be compacted by a vibratory roller or with a static roller weighing 3,000 lbs. The resulting surface shall be free of depressions more than 1/8" deep. Any areas holding more water than 1/8" in depth will be filled with the leveling course.
 - i. Leveling Course(s) – Once the 1/2" lift has been rolled, the contractor shall flood courts, mark and fill all water-holding depressions with the leveling course mixture.
 - ii) The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 14' long rubber-tipped straightedge. After leveling course has cured, it will be compacted, once north-south, then once east-west, with a minimum 3,000 lb. static roller. The court area will then be reflooded and allowed to drain.
 - iii) Any remaining water-holding depressions greater than 1/8" deep will be marked and filled with the leveling mix, again using a 14' straightedge squeegee. Water holding areas will be determined by flooding the court with water and allowing it to drain for one hour on a 70° or warmer day. The court will be reflooded and refilled as necessary. Note: Water holding areas can only be removed where positive and adequate slope exists.

- b) Finishing Courses – Contractor shall blend in water-holding patches and surface defects and provide for a wearing base with the finishing courses.
 - i. The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 30" rubber-tipped squeegee. After each finishing application has been cured, any ridges will be removed with scrapers, and the application will be compacted with a minimum 3,000 lb. static roller. One finishing course will be applied and additional application will be made as necessary to provide a uniform, ridge-free surface.
- c) Acrylic Color – The mixture will be agitated in a 100 gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the court area where needed using a 30" rubber-tipped squeegee. The color is to be free of ridges and uniform.
- d) Playing Lines – Playing lines 2" wide will be accurately located and marked by snapping a chalk line and placing 3/4" tape guides. Latex acrylic line paint will be brushed on to provide a uniform line. The lines shall have clear definition and ragged lines will not be accepted.
- e) If requested by the owner, the offeror must be willing and able to obtain, deliver and install appropriate fencing to meet the owner's needs and requirements.

Category 4 - Athletic and Recreational Field Surfaces

Categorical Scope of Work

The offeror must willing, able and have the capacity to manufacture, obtain and deliver all supplies, materials and equipment necessary to prepare the site and install a synthetic turf field to meet the individual member's needs. The offeror will furnish all labor, materials, tools and equipment necessary to develop a project proposal, project engineering, shop drawings, project supervision, site preparation and the construction of the proposed synthetic turf field. The range of TCPN member's site conditions, needs and requirements will vary. Therefore, TCPN is seeking vendor(s) who can provide a range of products and services to meet the individual TCPN member's needs. All products and services offered in response to this category must meet or exceed the manufacturer's standards and specifications and be performed in strict accordance with federal, state, local and industry standards governing such facilities.

Categorical Definitions

AAU	– Amateur Athletic Union
ANSI	– American National Standards Institute
EPA	– Environmental Protection Agency
ISO	– 9000/9001 International Standards Organization Quality Standards
NCAA	– National Collegiate Athletic Association
NFSHSA	– National Federation of State High School Associations
NTBA	– National Track Builder's Association
OSHA	– Occupational Safety and Health Administration
TCBA	– Tennis Court Builder's Association
UL	– Underwriters Laboratories, Inc.

Categorical Terms and Conditions

1. The offeror must be willing and able to demonstrate its past experience on at least acceptable installations of full-size football, soccer or other athletic/recreational fields (minimum of 70,000 square feet) in the United States within the past five (5) years.
2. The offeror shall use subcontractors and/or employ only qualified, experienced supervisors and technicians skilled in the installation of the proposed system(s).
3. The offeror must meet the following criteria:

- a. Guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of substantial completion and acceptance by the member. The warranty coverage shall not be limited to the amount of usage.
4. Prior to order of materials, the contractor shall submit the following:
 - a. Sample warranty.
 - b. Seam layout of the field and striping plans.
 - c. Details on construction, especially any details that may deviate from plans and specifications.
5. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
6. Work to include:
 - a. Assess and determine existing site conditions and member's expectations for the project.
 - b. Develop a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:
 - 1) The solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
 - 2) Provide labor, materials, equipment and supervision necessary to complete installation of synthetic turf, including the following:
 - a) Site inspection and investigation.
 - b) Site preparation and sub base.
 - c) Inspection and approval of sub base.
 - d) Installation of proposed synthetic turf system with accessories, striping and equipment.
 - 3) Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the synthetic field.
 - a) Construction and installation services to prepare and install proposed synthetic turf system on the designated site in accordance with the shop drawings, striping plan and manufacturer's instructions and specifications.
7. Quality Assurance
 - a. Manufacturer – Proposed solutions must be equal to or better than those available from nationally recognized manufacturers specializing in outdoor synthetic turf products for athletic and recreational facilities.
 - b. Manufacturer Qualifications – Manufacturer must have 10 years of experience in the manufacture of synthetic turf systems which meet and/or exceed the standards and guidelines presented herein.
 - c. Engineering Qualifications – The offeror must have on staff a registered, licensed in the state they reside a professional engineer to review and certify that the proposed site, site conditions and synthetic turf system being supplied and installed meets or exceeds the design criteria of the specification, and the site condition exceeds the minimum requirements of the system's design performance standards set by the manufacturer. It should be note that in some states there is a requirement that require that all construction projects have an architect's or engineer's seal on the plans who is registered within that state. If this is a requirement the owner of the individual project will bare any/all cost associated with obtaining this required seal.
 - d. Installer Qualifications – Factory-trained and certified with a minimum of three (3) years of experienced of successfully installing synthetic turf systems.
8. Project Submittals
 - a. Shop drawings – Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
 - b. Samples – Samples of materials and colors as requested by the owner or owner's architect.
 - c. Detail information on all items and work to be provided by and/or performed by the member and stipulate minimum requirements.

- d. Maintenance instructions – Instructions on how to inspect and maintain turf system on an ongoing basis to obtain maximum performance.
- e. Warranty – Written warranty to the member upon completion.
- f. Cost proposal – Detail breakdown of all costs associated with the design of, manufacture of, delivery of, installation of and warranty of the proposed solution.

9. Design

- a. The type, kinds and sizes of athletic and recreational facilities found in the K-12 and higher educational institutions will vary greatly. Because of this a variety of products are requested. The following information is provided as general guidelines of the types of products being requested. Products offered must be equal to or better than those products offered by SRI Sports, Inc.
- b. Materials – Enhanced AstroPlay® Brand Stadium System manufactured and installed by SRI Sports, Inc.
 - 1) Shall be a tufted, polyethylene grass-like fabric coated with a backing of high-grade polyurethane. The fibers shall be Plush Cut™ (naturally fibrillated during the manufacturing process) and tufted to a finished pile height of approximately 55mm. A lower layer of texturized nylon 6.6 (monofilament ribbon) fibers shall act as a dense, root-like matrix. The turf fabric shall be filled with SBR rubber particles.
 - 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified must be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
 - 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
 - 4) Polyethylene pile yarn shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. The polyethylene primary pile fiber shall possess the following physical characteristics:
 - a) Fibrillation Plush Cut™ technology (naturally fibrillated in the mfg. process)
 - b) Yarn Denier 12,500 (nominal)
 - c) Breaking Load 36 pounds per square foot
 - d) Moisture Regain <0.5%
 - e) PE Pile Fiber Weight 40 oz./sq.yd. (minimum)
 - 5) The secondary pile yarn, nylon 6.6, (RootZone™) shall be an extruded outdoor stabilized nylon 6.6 ribbon. Nylon shall possess the following physical characteristics:
 - a) Denier Minimum 415
 - b) Fiber Shape Monofilament, diamond cross section; highly texturized
 - c) Pile Ribbon Weight Minimum 10 oz. per square yard
 - 6) The Pile fabric shall possess the following physical characteristics:
 - a) Finished Pile Height 55mm
 - b) Pile Yarn Weight (Total) 50 oz. per square yard
 - c) Primary Backing 6.2 oz./sq. yd.
 - d) Elastomeric Coating 20 oz./sq.yd.
 - e) Fabric Width 15'
 - f) Tuft Bind Strength > 10 lbs.
 - g) Grab Tear Strength > 200 lbs.
 - h) Pill Burn Test Pass (with infill)
 - 7) Infill material shall be recycled SBR rubber granules meeting the following sieve analysis.
 - 8) Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by

the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work price along with the compacted, porous sub base.

c. Materials - AstroPlay® Brand Stadium System as manufactured and installed by SRI Sports, Inc.

- 1) Shall be a tufted, slit film polyethylene grass-like fabric coated with a secondary backing of high grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 55mm. The turf fabric shall be filled with ambient processed SBR rubber particles.
- 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials, as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.
- 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
- 4) Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. The pile fiber shall possess the following physical characteristics:
 - a) Yarn Denier: 10,000 (nominal)
 - b) Breaking Load: Min. 30 psi
 - c) Moisture Regain <0.5%
 - d) PE Pile Fiber Weight: 40 oz./sq.yd. (minimum)
- 5) The pile fabric shall possess the following physical characteristics:
 - a) Finished Pile Height 55mm
 - b) Pile Yarn Weight (Total) 40 oz. per square yard
 - c) Primary Backings 6.2 oz./sq. yd..
 - i. Woven Polypropylene
 - ii. Non-woven polypropylene w/ fiber glass reinforcement
 - d) Secondary Elastomeric Coating 18 – 20 oz./sq.yd.,
 - e) Fabric Width 15'
 - f) Tuft Bind Strength > 10 lbs.
 - g) Grab Tear Strength > 240 lbs.
 - h) Pill Burn Test Pass (with infill)
- 6) Infill material shall be ambient ground, recycled SBR rubber granules meeting the sieve analysis.
- 7) Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The costs for these embedded items shall be included in the site work contractor's price along with the compacted, porous sub-base.

d. Materials – AstroTurf® 1200 as manufactured and installed by Southwest Recreational Industries, Inc.

- 1) The synthetic turf and all components shall be of national reputation with previous acceptance at all levels of competition, including professional and collegiate levels of baseball, football, soccer, field hockey, lacrosse, etc.
- 2) All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage (both turf and foam pad) allowing free movement of surface run-off

through turf and foam pad where such water may flow to the existing sub-base and into the field drainage system.

- 3) The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
 - 4) The synthetic turf shall be of knitted construction, using nylon 6,6 textured pile fiber ribbon and polyester high-tenacity filament backing yarns. Finished weight should be minimum 60 ounces per square yard, 15 feet in width and of sufficient length to permit full cross field installation with no cross or head seams.
 - 5) Pile fiber shall be textured, non-directional nap, nominal 550 denier per filament and shall weigh minimum 60 ounces per square yard. Pile height shall be approximately one-half (1/2) inch. Pile surface shall be uniform in color and in height. Direction of pile fiber angle shall be $90^{\circ} \pm 10^{\circ}$ measured from the horizontal, except textured fiber ends. The fiber shall be specially stabilized against UV exposure by means of an organic stabilizer package.
 - 6) Pile fiber shall possess the following physical characteristics, based on ASTM test designations listed:
 - a) Ribbon filament denier; ASTM D 1577; average 550 denier per filament.
 - b) Fiber density; ASTM D782; 1.14 gms/cu.cm.
 - c) Ribbon tenacity; ASTM D 2256; 2.3 gms/denier.
 - d) Melting point; ASTM D789; 492EF.
 - 7) Fabric shall possess the following physical characteristics, based on ASTM test designations listed:
 - a) Flammability, Critical Radiant Flux Text; Method E 648; 0.3 watts per square centimeter minimum.
 - b) Grab strength; ASTM D 1682; 350 lbs/inch.
 - c) Tuft bind; ASTM D 1335; 25 lbs.
 - 8) Existing Elastic Layer is to be repaired (separate unit price) and synthetic turf is to be installed over repaired elastic layer.
 - 9) Adhesives for bonding knitted synthetic turf appropriately to the pad options shall be as recommended by the synthetic turf manufacturer. Adhesives shall be one part moisture cured polyurethane.
 - 10) Cord for sewing seams of the turf shall be as recommended by the synthetic turf manufacturer.
 - 11) Perimeter edge details required for the system shall be as detailed and recommended by the manufacturer, and as approved by the member. The cost for these modifications shall be included in the contractor's price.
 - 12) All materials used on this project shall be manufactured in the United States of America.
- e. Materials – 5-Star Shock Absorbing Underpad (manufactured by SRI Technologies, Inc.)
- 1) The pad is an elastomeric synthetic foam cushion, slightly more than 5mm thick, composed of open and closed cell polyurethane foam for environmental stability. Pad shall be oven cured. The pad is to be factory hole punched with approximately 3/16 inch diameter holes on 4.5 inch centers. Pad shall be installed on-site with sewn seams to create a monolithic shock pad layer.
 - a) Foam Type Urethane
 - b) Color Tan or Grey
 - c) Needle Punch Felt Polyester
 - d) Foam Attachment Detached
 - 2) The shock-absorbing underpad shall possess the following physical characteristics:
 - a) Thickness 5mm $\pm$.09mm
 - b) Density 17 - 21 PCF
 - c) 25% Compression Resistance 12.0 psi
 - d) Compression Set, 100 psi 12% maximum
 - e) Tear Strength 30 lbs./inch
 - f) Tensile Strength 100 psi minimum

- g) Elongation at Break 40% minimum
- h) Shock Absorbency (F 355) 110 G's (total system)
- f. Materials – Elastic Layer Shock Pad
 - 1) The shock pad shall be 19mm in nominal thickness, energy absorbing, elastic layer. Composition to be 1 – 5mm SBR rubber, mineral aggregate and moisture cured polyurethane binder. Elastic-layer system shall have demonstrated resistance to rot, mildew, water, freeze-thaw and compression set associated with normal athletic field use.
 - Material Pounds per Square Yard
 - 1-5mm SBR Rubber Granules 18.0
 - Pea Gravel 18.0
 - Binder 200 _2.9
 - Total 38.9
 - 2) Shock pad shall possess these physical characteristics
 - Thickness 19mmD
 - Density 52 lbs./cu.ft.
 - Weight 40 lbs./sq. yd.
 - Shock Absorbency (ASTM F355) Less than 120 G's for total system (turf with underpad)

10. Existing Conditions

- a. If the surface on which the new synthetic turf system is to be placed is an existing asphaltic/concrete base, the offeror will be responsible for any damage to the concrete during removal/installation of the synthetic turf system. The football goal posts, if any, are to be removed and reinstalled by the offeror unless otherwise specified by the member or member's representative.
- b. If the surface on which the new synthetic turf system is to be placed is a new asphaltic concrete base or a new base of porous aggregate, the synthetic turf contractor will be responsible for any damage to the sub-base during removal/installation of the synthetic turf system *after* the deficiencies (if any) have been corrected as noted on the Certificate of Sub-Base Acceptability. New football goal posts (if any) and/or infield dirt mix backfill within the contiguous turf limits or immediately adjacent thereto are not to be installed by the member/prime contractor until after the new synthetic turf system has been completed.
- c. The offeror shall work with and coordinate any work that needs to be done relating to utilities and communications systems.

11. Execution – AstroTurf® as Manufactured and Installed by Southwest Recreational Industries, Inc.

a. General

- 1) The sub-base and curbs shall be inspected by the engineer or installer by means of a laser level and plotted on a 10-foot grid. Based upon the inspection of the topological survey, the installer shall proceed accordingly. The installer shall not proceed with the surface unless the sub-base has been accepted by the manufacturer's representative.
- 2) The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation will have sufficient materials for proper completion of the project.
- 3) The installation shall be performed in full compliance with approved shop drawings and manufacturer's written instructions.
- 4) All installation operations shall be performed by personnel directly employed by the manufacturer, fully familiar with the materials and their application, under the full time direction and supervision of a qualified technical supervisor employed by the manufacturer of the synthetic turf. Installation supervisors shall have a minimum of five (5) years experience.

- b. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.
 - c. Removal (if necessary)
 - 1) Contractor shall remove existing synthetic turf and underpad in 15' wide sections from field.
 - 2) After removal from the stadium surface, the existing turf and pad materials shall be rolled up and placed at a location designated by the member.
 - d. Installation
 - 1) The sub-base shall be inspected by the engineer or civil contractor by means of a laser level with a minimum 500 shots noted. Based on contractor's inspection of the topographical survey, the civil contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. The turf contractor shall not approve the sub-base for tolerance to grade without obtaining the topographical survey.
 - 2) Elastic layer to be repaired (separate unit price) as indicated by contractor and agreed by member.
 - 3) Synthetic turf shall be adhered over the existing elastic layer with no wrinkles, ripples or bubbles. Slits in the fabric to relieve such defects are not permitted.
 - 4) Synthetic turf shall be installed across the field and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed except as needed for inlaid markings.
 - 5) Seams shall be sewn. All turf seams shall be sewn with high strength thread as stated above. All seams shall be transverse to the field direction that is, run perpendicularly across the field. Seams shall be flat, tight, and permanent with no separation or fraying.
 - e. Field Layout
 - 1) Field markings will be installed per approved shop drawings.
 - f. Clean up
 - 1) Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
 - 2) All usable remnants of new material shall become the property of the member.
 - 3) The contractor shall keep the area clean throughout the project and clear of debris.
 - 4) Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.
12. Execution – Enhanced AstroPlay® Brand Stadium System Manufactured and Installed by SRI Sports, Inc.
- a. General
 - 1) The installation shall be performed in full compliance with approved shop drawings, project proposal and manufacturer's instructions.
 - 2) Only factory-trained and certified technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the synthetic turf manufacturer's designated representative, shall perform installation services under this solicitation.
 - 3) The surface to receive the synthetic turf shall be inspected and certified by the turf manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.
 - b. Installation
 - 1) The sub-base and curbs shall be inspected by the engineer or site work contractor by means of a laser level and plotted on a 10-foot grid. Based upon the contractor's inspection of the topological survey, the site work contractor shall fine grade the sub-base suitably, including properly rolling and compacting the base. Member, engineer or prime contractor shall not approve the sub-base for tolerance to grade without obtaining the topological survey.

- 2) The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.
 - 3) Synthetic turf shall be loose-laid across the field, stretched and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed, except as required for inlaid fabric striping or to accommodate programmed cutouts.
 - 4) All seams shall be flat, tight and permanent with no separation or fraying. Inlaid markings shall be adhered to a special tape with a two-part, high strength polyurethane adhesive applied per the manufacturer's standard procedures for outdoor applications.
 - 5) Infill materials shall be properly applied in numerous thin lifts using special broadcasting equipment to produce a layered system of recycled SBR rubber particles. The turf shall be raked and brushed properly as the mixture is applied. The infill material shall be installed to a depth of about 1.75 inches in order to achieve specified Gmax requirements. The infill materials can only be applied when the turf fabric is bone dry.
- c. Field Markings and Decorations
- 1) Field markings are to be installed in accordance with approved project shop drawings and marking plan.
- d. Clean-Up
- 1) Turf contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
 - 2) All usable remnants of new material shall become the property of the member.
 - 3) The turf contractor shall keep the area clean throughout the project and clear of debris.
 - 4) Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the member.

12. In-Ground Equipment and Accessories

- a. The offeror must be willing and able to obtain, deliver and install in-ground equipment and accessories
- b. In ground equipment offered under this solicitation may include but is not limited to the following (Model@ is UCS equivalent)
 - 1) Pole Vault Boxes – Provide (4 #711-1100) cast aluminum vault boxes. The offeror shall provide synthetic surfacing material plugs, which are to be installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
 - 2) Take-Off Boards – Provide (12 #519-2100) take-off board systems.
 - 3) Shot Put Toe Boards – Provide (2 #716-1630) shot put toe boards.
 - 4) Shot Put Rings – Provide (2 # 735-2540) shot put circle rings.
 - 5) Discus Rings – Provide (1 # 735-2530) discus circle rings.
 - 6) Combination Hammer/Discus Cage – Provide (1 # 570-4100) hammer/ discus cage with ground sleeves. Cage must meet IAAF rules.
 - 7) Hammer/Discus Conversion Ring – Provide (1 # 725-2535) hammer/ discus conversion ring.
 - 8) Water Jump Hurdle – Provide (1 # 506-5408) adjustable water jump hurdle with sleeves.
 - 9) Water Jump Cover – Provide (1 # 505-5420) aluminum water jump cover. The offeror is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area. The offeror must have existing contracts with in-ground equipment manufacturer prior to constructing steeplechase water jump, for proper building instructions for water pit and construction of cover.
- c. Other accessories that may be required to conduct and/or perform athletic events held within the athletic facility, which is a semi-permanent part of the structure may be provided if required by the owner.
 - 1) Removable Track Curbing: Removable track curbing (# 792-9410) shall consist of extruded anodized gold aluminum section constructed to allow portable installation. The curb shall meet the requirements of the IAAF. The curb will run the length of the 400m

tracks with a section to run alongside the water jump inside of lane one on the second bend. The sections indicated on the drawings shall be removable when the curb is fully installed to allow passage of athletes.

- 2) Long Jump Sandpits and Traps: The sandpits shall be constructed using the ACO border and sand trap system, Parts # 2739/1453/0962 installed to manufacturer's instructions.
 - a) Sand – All sand for the long/triple jumps sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand to meet all specifications of the IAAF – washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation the offeror shall provide the member with a one (1) gallon sample for approval.

Categorical Terms and Conditions

A. The following in-ground equipment is required (*Model # is UCS equivalent*):

1. Pole vault boxes – Provide (4 #711-1100) cast aluminum vault boxes. The offeror shall provide synthetic surfacing material plugs, which are to be, installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
2. Take-Off Boards – Provide (12 #519-2100) take-off board systems.
3. Shot Put Toe Boards – Provide (2 #716-1630) shot put toe boards.
4. Shot Put Rings – Provide (2 # 735-2540) shot put circle rings.
5. Discus Rings – Provide (1 # 735-2530) discus circle rings.
6. Combination Hammer/Discus Cage – Provide (1 # 570-4100) hammer/discus cage with ground sleeves. Cage must meet IAAF rules.
7. Hammer/Discus Conversion Ring – Provide (1 # 725-2535) hammer/discus conversion ring.
8. Water Jump Hurdle – Provide (1 # 506-5408) adjustable water jump hurdle with sleeves.
9. Water Jump Cover – Provide (1 # 505-5420) aluminum water jump cover. The offeror is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area. The offeror must have existing contracts with in-ground equipment manufacturer prior to constructing steeplechase water jump, for proper building instructions for water pit and construction of cover.
10. Removable Track Curbing: Removable track curbing (# 792-9410) shall consist of extruded anodized gold aluminum section constructed to allow portable installation. The curb shall meet the requirements of the IAAF. The curb will run the length of the 400m tracks with a section to run alongside the water jump inside of lane one on the second bend. The sections indicated on the drawings shall be removable when the curb is fully installed to allow passage of athletes.
11. Long jump sandpits and traps. The sandpits shall be constructed using the ACO border and sand trap system. Parts @2739/1453/0962 installed to the manufacturer's instructions.
 - a. Sand – All sand for the long/triple jumps sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand to meet all specifications of the IAAF – washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation the SSC shall provide the member with a one (1) gallon sample for approval.

Category 5 Repairs, Alterations and Maintenance (Alternative JOC Pricing)

For projects that involve non-scoped priced categories in this RFP. RS Means construction cost data will be used. (Please see the Definitions Section "Unit Price Book" for a better understanding of Job Order Contracting. If a project requires goods and services that are not covered by R.S. Means or a nationally published price list, the offeror may obtain three (3) written cost proposals from local providers. Use the most advantageous cost proposal and add their normal and customary markup and overhead provided as part of their response to obtain the retail cost. The stated TCPN discount will then be taken to arrive at the TCPN price. All products and services falling under this category

must be submitted in advance and approved by the TCPN (owner) Member's Agency prior to being included in any quote or proposal from the offeror. All products and services falling in this category should be submitted in advance and approved by the TCPN Member's Agency prior to being included in any quote or proposal from the offeror. TCPN members and/or their institutions reserve the right to accept or reject any third party cost proposals or quotes provided by the offeror. If a product or services are required as part of the performance under this solicitation that can only be obtained and/or manufactured from a single source and falls under the sole source provision of some state's procurement codes, the offeror must provide the TCPN Member's Agency with the necessary documentation to substantiate the purchasing method.

Contract Between TCPN Member's Agency and the Offeror

In any contract between the offeror and a TCPN Member's Agency for athletic facilities covered by this solicitation, the terms and conditions listed herein will prevail should a conflict occur. A contract between the offeror and the TCPN member institution for any construction services shall contain all elements of and be an industry standard agreement. If applicable, the following items may need to be addressed:

1. Work to be performed by the TCPN member institution must be clearly described and the offeror's standards for acceptance stated.
2. The condition of the site prior to start of work by the offeror will be established and agreed upon prior to contract execution.
3. The party responsible for obtaining, providing and paying for temporary utility service such as power, water and other related items must be identified and agreed upon by all parties prior to contract execution.
4. If construction space is directly under, above, in or near TCPN member institution's used space, the offeror must agree to receive written approval from the contact person prior to interrupting any ongoing activity or program.
5. Access to the construction space will be limited to the way agreed upon by the parties.
6. When loading, unloading or operating equipment near an unprotected owner used area, the offeror will keep a crewman as a guard to prevent students and adults from entering.
7. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the offeror. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paper work to document these changes, must be allowed.

As applicable, in accordance with Texas Education Code section 44.0411(a), if a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, a TCPN member school district may approve change orders making the changes. The total contract price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. In accordance with Texas Education Code section 44.0411(d), a contract with an original contract price of \$1 million or more may not be increased under section 44.0411 by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

Contractor's License

Each of the states covered by this solicitation has its own state licensing qualifications, requirements and processes. The offeror is responsible for knowing each state's requirements and codes. At the time of response, offeror must be able to comply with all licensing requirements. For those states where licenses are required a copy of the appropriate licenses authorizing the offeror to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be included with its response. If the offeror intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the offeror with its response. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

Federal Requirements

Contractor agrees, when working on any federally funded or assisted projects in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to comply with the Davis-Bacon Act (Section 29, CFR Part 5) and related acts. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor shall provide TCPN with a copy of any required report filed. Additionally, Contractor agrees, when working on any federal and federally assisted construction contracts over \$100,000 to comply with the Contract Work Hours and Safety Standards Act, which requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek; this Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects. Contractor also agrees to comply with all applicable the recordkeeping and other requirements of the [Copeland Act](#) and/or the [McNamara-O'Hara Service Contract Act](#). In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as applicable. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee, as applicable. On all other projects, the prices must agree with this contract.

Special Terms and Conditions

Labor and materials

The Vendor (Contractor) shall furnish all supervision, labor, special tools and test equipment, permits, professional services including transportation, insurance, material and supplies necessary to complete the project. Vendor shall use skilled, trained personnel, supervised and directly employed by the Vendor or subcontractor, no temporary, contract or day labor permitted.

All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with proposal response.

Contract prices shall include all transportation charges (FOB Destination). Separate or additional transportation charges will not be paid by cooperative member entities.

DEFINITIONS AS DEFINED IN THIS PROPOSAL

The following is a list of definitions that are used throughout the request for proposal and in the pricing process. All of the definitions will as a whole be included in the contract for this program. This list includes established definitions from the Center for Job Contracting Excellence.

ASSIGNMENT, Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, or pledged, or otherwise disposed of or encumbered in any way by the contractor without the approval of TCPN.

ADDENDUMS, Additions to the contract or delivery order as agreed to by TCPN, the client member, and the contractor to meet specific or special contract requirements.

AUDIT CYCLE, Audits shall consist of a TCPN representative reviewing/comparing pricing on invoices and the appropriate R.S Means unit price book for JOC work performed for client members under this contract. Any issues will be reported to TCPN, contractor and the client member. Random audits will be performed on an annual basis.

BEST VALUE is determined with multiple parameters of past performance, previous experience, references, and price. Each comprises part of “best value” price is only one parameter as is past performance.

BUYER is the independent school district (ISD), institute of higher learning, government entity, or non-profit agency that uses this contract. (See Client Member)

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD, ESC, University, Municipality, County, Federal or State Agency or non taxed entity empowered to enter into an agreement with TCPN via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client. In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors’ coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. It will also include all costs to the contractor associated with program and/or project management and administration, and sufficient jobsite supervision.

CONTRACT AND CONTRACT DOCUMENTS include the following items; the TCPN solicitation, RFP, Qualification statements, Contractors proposal (all portions) including PGM and other key staff members, corporate commitments, marketing and business plans, negotiated oral commitments as noted and approved, and coefficients.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client Member for the PO.

DELIVERY ORDER MANAGER reports to the PGM and is the day to day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with the client members.

EDUCATION SERVICE CENTER (ESC) is part of a Texas governmental agency (Texas Education Agency) providing services within their defined regions to school districts and other governmental entities.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the client member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity (IDIQ) contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (R.S. Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. (Texas Education Code TEC 2267).

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

KEY STAFF MEMBERS are considered to be critical to the quality, implementation and successful support and execution of the program. The past performance and experience of the key staff that has been committed to the program will be evaluated. These are considered by TCPN to include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, QA/QC Manager, and Marketing Manager.

MULTI-AWARD NON-COMPETE while TCPN JOC is a multi-award contracting program no client member may compete delivery orders with other TCPN contractors.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PUBLIC INFORMATION ACT AND PROPRIETATRY MATERIALS, under the Public Information Act certain materials may be requested by the public. Contractors should not submit proprietary materials as part of their proposal. TCPN is subject to the Public Information Act, as are all public entities.

PROJECT GENERAL MANAGER (PGM) is the senior member of the contractor's team and will be the ultimate interface between TCPN and the client members.

PURCHASE ORDER (PO) is the client member's approval providing the authority to proceed with the negotiated delivery order under the contract and inter-local agreement. Special terms and conditions as agreed to between the contractor and the client member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the client member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6PM Monday thru Friday.

JOB ORDER PROPOSAL REQUEST is originated from the client member and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TCPN JOC contract via the delivery order process.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data. The published quarterly updates will be allowed. Supplemental RS Means Cost Books may be used only for non-pre-priced items for Concrete & Masonry Cost Data, Electrical Cost Data, Mechanical Cost Data and Plumbing Cost Data may also be utilized for line item estimates.

The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of TCPN client members. The client member must supply any Davis Bacon or local wage rates requested.

Contractors will be required to use Cost Works automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of Cost Works TCPN with training if requested.

The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members?

The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and Texas state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the client member's concurrence. However, the client member must select the engineering or architectural services in accordance with state statutes, including Chapter 2254 of the Texas Government Code.

A&E selection and fees for this service will meet the requirements of the State of Texas for such selections and fee negotiations. TCPN job order contracting program will follow the Texas State Statutes, as applicable, for the requirement of and selection for A/E services as of the date of this contract. Where possible design services will be approved by the client member's engineer or architect. If the client member does not have these services on staff or under direct contract, then the client member must make the selection per state law. TCPN reserves the right to modify this section per future changes or clarifications in the code or statutes.

The scope of service in this RFP **does not include** services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architectural and professional engineering services.

AIA master text specifications or client member approved equivalent and all applicable local, state and national codes will apply to work done under this contract.

TCPN will receive **3% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty days of the invoice date.

TCPN encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements

and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

It is the intent of TCPN to award these contracts without discussion. If at the sole discretion of TCPN the coefficients for a SOW are not competitive, TCPN reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of TCPN these negotiations have failed, TCPN will cease negotiations with that offeror and begin negotiations with the second best offeror for that RC.

TCPN will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, training (education), and provide at a minimum an annual audit and review of each of the contractors programs. This service will be paid for out of the 3% fee paid to TCPN program by each contractor. TCPN will not market or sell directly for contractors.

Any delivery order over \$2,000,000 must be approved by TCPN, prior to accepting, in order to determine if it is "JOCable" project – that is, if the project constitutes maintenance, repair, alteration, renovation, remediation, or minor construction of a facility, the work is of a recurring nature but the delivery times are indefinite, and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks, in accordance with Texas Government Code Section 2267.403 In accordance with Texas Government Code Section 2267.403(c), the governing body of the TCPN governmental entity member shall approve each job, task, or purchase order that exceeds \$500,000 or meets that states statutes.

RS Means will be the unit price book for this contract using the RS Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. All line items provided in DO proposals are to be carried out to RS Means 12-digit line number. Contractors at their expense will make copies of the UPB available to the client member upon request via electronic or printed media. Cost Works is the preferred software for preparing line item estimates.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving a explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, four percent TCPN management fee, final site cleanup and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

The following line items from division one sections/subsections will be allowed under this contract for inclusion: Subsection 01 21 53. (Factors Allowance) minus 01 21 50 2000 and 01 21 53.50 2050 "shift work". Sections 01 54 thru 01 93 minus 01 54 39.70 xxxx (Small Tools) and 01 74 13.20 subsections 0010 thru 0040. If any allowable factors are applied to any line items in a DO price proposal, those affected line items shall be clearly identified with associated percentages. Any line items or entries from "Crews" Section of the UPB will not be allowed. It should be remembered that much of division one will be opened subject to special

project conditions on a case by case or client basis. However, if there are any exceptions to these DO pricing restrictions, as allowed through specific, case-by-case the contractor must make it clear to the client member that an exception is being requested and proper approval will be documented from the client member in the line item estimate.

EXAMPLE; using sample figures from a job order proposal the total cost with all of the adjustments would be as follows;

Total of divisional line items based on the quantities and unit prices from the UPB including the OH&P column = \$500,000.00
City cost index 0.91 adjusted = \$455,000.00
Bid Coefficient 0.82 adjusted = \$373,000.00
Premium Hours. n/a
Davis Bacon. n/a
TOTAL COST (as adjusted) \$373,000.00

This contract will have an initial base contract period from the signing date for one year. TCPN may at its sole discretion award up to 4 additional option periods of one year each. These options would be renewed on an annual basis with TCPN notifying in writing each contractor 90 days in advance of contract expiration whether TCPN intends to exercise the next one year option period. If the contractor does not wish to renew, TCPN must be notified within 14 days after receiving the written notice.

Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by TCPN.

This solicitation is a "best value" solicitation for TCPN making the award. The primary selection criteria will be stated in the RFP document and assigned the appropriate weight.

Awards will be made to those contractors who score highest in the stated categories by point total. Coefficients will be evaluated within the context of the points presented in the evaluation criteria as one of the key areas reviewed and evaluated by the selection committee. It should be noted that the contractors proposed coefficient must be less than 1.0 and rounded to a whole percentage (two places) or it will deemed to be non-responsive.

TCPN reserves the right to award based upon best value, reject any or all of the proposals in whole or in part, and to waive any format or technical irregularities, and omissions, if in its sole judgment meets the best interests of TCPN and its client members. TCPN intends to award these contracts without discussions, but reserves the right to conduct oral interviews (discussions) or presentations as required to select the best value contractor and/or obtain competitive pricing.

Performance bonds will be required on all Job Orders over \$100,000 as an addendum to the purchase order.

The complete RFP, as well as the proposal of the successful offerors, along with agreed upon and negotiated points will be incorporated by reference into the contract and the contractor will be bound by the terms thereof.

Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect or as meets that states requirements.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

In estimating delivery orders the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for during the audit cycle.

List any other cooperative contracts you currently have, discounts (coefficient), expiration date and state whether you will equal or better the pricing in the contract.

SCOPE OF SERVICES

Indefinite Quantity construction contract – general information.

A. CONDITIONS AFFECTING THE WORK

The supplier is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or its costs. Any failure by the supplier to have done so does not relieve the supplier from responsibility for successfully performing the work without additional expense to the Participating Entity. The Participating Entity assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents before execution of this contract, unless such understanding or representations by the Participating Entity are expressly stated in the contract.

B. RECORD “AS BUILT” DRAWINGS

Throughout the progress of the work, the contractor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the contract drawings made during the course of the work.

Upon completion of construction, the “as built” prints must be certified as to their correctness by the signature of the contractor and turned over to the owner of record for use in preparing a permanent set of “as built” drawings within thirty (30) calendar days after completion of construction.

In addition to reproducible submissions, the contractor should submit a CADD system (when requested) electronic file for these “as built” documents prepared with a CADD system compatible with the Participating Entity CADD system identified by the Participant's Contracting Officer. The Participating Entity reserves the right to review “as built” documents at any time during the contract period. Costs associated with the preparation and completion of the “as built” drawings shall be part of the contractor's overhead and coefficient.

C. SAMPLES

After contract award, the supplier must furnish samples required by the specifications or by the Participant's Contracting Officer, for the Participant's Contracting Officer's approval. They must be delivered to the Participant's Contracting Officer or to the architect as specified or as directed. The supplier must prepay all shipping charges on samples. Materials or equipment for which samples are required may not be used in the work until the Participant's Contracting Officer approves them in writing.

Each sample must be labeled to show:

1. Name of project building or facility, project title, work order number and contract number;

2. Name of supplier and (if appropriate) subcontractor;
3. Identification of material or equipment, with specification requirement;
4. Place of origin; and
5. Name of producer and brand (if any).
 - a. Samples of finish materials must have additional markings that will identify them under the finish schedules.
 - b. The supplier must mail under separate cover a letter, in triplicate, submitting each shipment of samples and containing the information required in paragraphs b and c above. The supplier must also enclose a copy of that letter with the shipment and send a copy to the Participant's Contracting Officer on the project. Approval of a sample is only for the characteristics or use named in the approval and may not be construed to change or modify any contract requirement. Substitutions are not permitted unless approved in writing by the Participant's Contracting Officer.
 - c. Approved samples not destroyed in testing will be sent to the Participant's Contracting Officer at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work must match the approved samples. Samples not destroyed in testing and not approved will be returned at the supplier's expense if the supplier so requests at the time of submission. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of same brand or make of that material. The TCPN Participant reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.
 - d. Samples of materials or equipment delivered on the site or in place may be taken by the Participant's Contracting Officer for testing. Failure of a sample to meet contract requirements may automatically void previous approvals of the item tested. The supplier must replace materials or equipment found not to have met contract requirements, or there will be a proper adjustment of the contract price as determined by the Participant's Contracting Officer. Except as otherwise specified, if tests are called for in the specifications, the supplier must pay all costs of these tests. When tests are not specifically called for in the specifications but are required by the Participant's Contracting Officer, the Participant's Contracting Officer will pay all costs of the tests and related engineering services unless the tests indicate that the workmanship or materials used by the supplier are not in conformance with drawings, specifications, approved shop drawings, or the approved materials. In this event, the supplier must pay for the tests, remove all work and material failing to conform, and replace with work and materials in full conformity. All tests pertaining to physical or chemical properties of materials must be made in a laboratory approved by the Participant's Contracting Officer.

D. REQUIREMENTS FOR VERIFICATION OF MEASUREMENTS/ON SITE DOCUMENTS

- a. The contractor must keep at the site copies of the scope of work and all drawings and specifications related to the work order and must at all times give the Participant's Contracting Officer and designated representative access to them.
- b. When the word "similar" appears on the drawings or the scope of work, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the work.
- c. In case of discrepancy either in figures, scope of work, drawings, or specifications the matter must be promptly submitted to the Participant's Contracting Officer, who will promptly make determination in writing. Any adjustment by the contractor without such a determination will be at the contractor's own risk and expense. The Participant's Contracting Officer must furnish from time to time such detailed drawings and other information as may be necessary.

- d. The contractor must verify all dimensions shown of existing work, and all dimensions required for work that is to connect with work now in place, by actual measurement of the existing work. Any discrepancies between the scope of work or the contract requirements and the existing conditions must be referred to the Participant's Contracting Officer before the Price Proposal is submitted by the contractor.

E. Tools and Equipment

Tools will remain the property of the contractor, unless other arrangements are made. Tools should be secured at the end of each work day by the contractor. All tools shall be removed from the jobsite at the end of the work.

F. NOTICE OF DELAY

Immediately upon becoming aware of any difficulties that might delay deliveries impacting schedules under this contract, the contractor must notify the Participant's Contracting Officer in writing. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated. Failure to give notice will preclude later consideration of any request for an extension of contract time

G. SUSPENSIONS AND DELAYS

- a. If the performance of all or any part of the work under this contract is suspended, delayed, or interrupted by:
 1. An order or act of the Participant's Contracting Officer in administering this contract; or
 2. By a failure of the Participant's Contracting Officer to act within the time specified in a Work Order— or within a reasonable time if not specified — an adjustment will be made for any increase in the cost of performance of the Work Order caused by the delay or interruption (including the costs incurred during any suspension or interruption). An adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the supplier, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- b. A claim under this clause will not be allowed:
 1. For any costs incurred more than 20 days before the supplier has notified the Contracting Officer in writing of the act or failure to act involved; and
 2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H. EXCUSABLE DELAYS

- a. Except with respect to defaults of subcontractors, the supplier will not be in default by reason of any failure in performing a work order under this contract in accordance with its terms (including any failure by the supplier to make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity or of the TCPN Participant in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the supplier. Under these conditions a contractor may receive an adjustment in the contract completion time only.
- b. If failure to perform is caused by the failure of a subcontractor to perform or make progress and arises out of causes beyond the control of both the supplier and

subcontractor, and without the fault or negligence of either of them, the supplier will not be deemed to be in default, unless:

1. The supplies or services to be furnished by the subcontractor are obtainable from other sources;
 2. The Participant's Contracting Officer orders the supplier in writing to procure the supplies or services from other sources; and
 3. The supplier fails to comply reasonably with the order.
- c. Upon request of the supplier, the Participant's Contracting Officer shall ascertain the facts and extent of failure, and if the Participant's Contracting Officer determines that any failure to perform was occasioned by any of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Participant's Contracting Officer under any termination clause included in this contract.
- d. As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

I. CONSTRUCTION PROGRESS CHART

- a. When requested by the Participant's Contracting Officer, within 5 days after receiving the work order, the contractor must prepare and submit to the Participant's Contracting Officer for approval six copies of a practical progress chart. The chart must show the principal categories of work, corresponding with those used in the breakdown on which progress payments are based, the order in which the contractor proposes to carry on the work, the date on which it will start each category of work, and the contemplated dates for completion. The chart must be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. At the end of each progress payment period, or at such intervals as directed by the Participant's Contracting Officer, the contractor must
- (1) Adjust the chart to reflect any changes in the Scope of Work of the Work Order, completion time, or both, as approved by the Participant's Contracting Officer
 - (2) Enter on the chart the total percentage of work actually in place; and
 - (3) Submit three copies of the adjusted chart to the Participant's Contracting Officer.
- b. If in the opinion of the Participant's Contracting Officer the work actually in place falls behind that scheduled, the contractor must take such action as necessary to improve progress. The Participant's Contracting Officer may require the contractor to submit a revised chart demonstrating its program and proposed plan to make up the lag in scheduled progress and to ensure completion of work within the Work Order completion time. If the Contracting Officer finds the proposed plan unacceptable, the contractor may be required to submit a new plan. If a satisfactory plan is not agreed upon, the Participant's Contracting Officer may require the contractor to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, without additional cost to the TCPN Participant.
- c. Failure of the contractor to comply with these requirements will be considered grounds for a determination by the Participant's Contracting Officer that the contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified.
- d. Notify TCPN of monthly progress payments and any deficiencies as defined in this section.

J. WORK ORDER

- a. As projects are identified the contractor will participate in a Joint Scope Meeting at which time a scope of work for the individual project(s) will be explained to the contractor and the contractor will be provided an opportunity to ask questions and inspect the site. TCPN Participant will then prepare a Scope of Work and issue a Request for Proposal to the contractor. The contractor will prepare a Price Proposal Package for the project including, among other items, a Price Proposal and schedule. TCPN participant will review the Price

- Proposal Package and may request changes. Once an acceptable Price Proposal Package has been submitted, TCPN Participant may issue a Work Order for the project.
- b. Work Order proposals may include additional items within the scope of this proposal and the contractor's response.
 - c. Each individual Work Order may be limited to work at a single facility, and will describe the extent of work or services to be performed. Descriptions may be written, by sketch or by drawing. Each Work Order will give the location where work is to be performed, state whether work may be performed during regular working hours.
 - d. A separate Work Order may be issued for each project. A Work Order will contain a Scope of Work, the Project Completion Time, and the price to be paid for the work. Each Work Order issued under this contract will be itself a Firm Fixed Price contract for the completion of the Scope of Work. The contractor shall perform the Scope of Work within the Project Completion Time and for the fixed price of the Work Order.
Adjustments - Since each Work Order is a Firm Fixed Price contract, there will be no adjustments, except when the additions or deletions to the scope of work are required. This is accomplished with the issuance of a modification to the work order by the contracting officer. This also would include where differing site conditions are found.
 - e. No work will be performed until a written Work Order has been signed by the contractor and the Participant's Contracting Officer and received by the contractor. Any work performed under a Work Order before the contractor's receipt of the written Work Order is at the contractor's risk.
 - f. Under emergency conditions, a portion of the Scope of Work may be issued orally by the Participant's Contracting Officer. The Participant's Contracting Officer confirming the oral order will issue a written Work Order within ten days.
 - g. The date for commencing work will be stated on each Work Order issued. Upon commencing work, the contractor will proceed diligently toward contract completion. Any delay in the work beyond the contractor's control, must be reported to the Contracting Officer or a designated representative, immediately.
 - h. The contractor is required to perform all work under a Work Order which has been issued and received before the expiration date of this contract. If the Work Order is not received by the contractor before the expiration date of this contract, the Work Order will be considered cancelled. Work Orders sent in the last 30 days of a contract period should be sent "Return Receipt Requested". Any Work Order issued during the effective period of this contract and not completed before the expiration date of this contract must be completed within the Project Completion Time in the Work Order, and the rights and obligations of the contractor and TCPN Participant with respect to the Work Order will be the same as if the Work Order were completed during the effective period of this contract.
 - i. The TCPN Participant reserves the right to reject a Price Proposal or cancel a project for any reason. The TCPN Participant also reserves the right not to issue a work order if that is determined to be in its best interest. The TCPN Participant may accomplish such work by any other means or not at all. The contractor shall not recover any costs arising out of or related to the development of the work order including but not limited to the costs to review the Scope of Work or prepare a Price Proposal (including incidental architectural and engineering)
 - j. Where any reference is made herein to "the contract", or to "contract work", the meaning applies to each Work Order individually and collectively.

K. BUILDING CODES, FEES, AND CHARGES

- a. The supplier must comply with all state and local building code requirements unless otherwise specifically provided.
- b. The supplier must pay all fees and charges for connections to outside services and for use of property outside the site.

L. HEAT

Unless otherwise specified, or unless directed otherwise by the Participant's Contracting Officer, the supplier must:

- a. Provide heat as necessary to protect all work materials and equipment against injury from dampness and cold;
- b. Protect, cover, and/or heat, as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit in the concrete during the placing, setting, and curing of concrete, and in the plaster during the application, setting, and curing of plaster; and
- c. Provide heat as necessary to produce in the area where the work is to be done a temperature of not less than 70 degrees Fahrenheit for the period beginning 10 days before the placing of interior finishes and finish materials and continuing until completion of beneficial occupancy of the area.

M. DEBRIS AND CLEANUP

- a. On a daily basis during the progress of the work, the supplier must remove and dispose of the resultant dirt and debris and keep the premises clean.
- b. The supplier will, upon completion of the work, remove all construction equipment and surplus materials (except materials or equipment that are to remain at the TCPN Participant's property as provided by this contract), and leave the premises in a clean, neat, and orderly condition satisfactory to the Participant's Contracting Officer.

N. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. The supplier may substitute any equipment, material, or process that the Participant's Contracting Officer finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the supplier must furnish the Participant's Contracting Officer the manufacturer's name, the model number, and other identifying data and information regarding the nature and performance of the proposed substitute. If requested by the Participant's Contracting Officer, samples must be submitted for approval at the supplier's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected
- b. In the event of substitution in accordance with paragraph "a" above, the supplier must furnish to the Participant's Contracting Officer for approval the manufacturer's name, the model number, and any other relevant information on the performance, capacity, nature, and rating of equipment or materials proposed for substitution.
- c. The supplier must obtain the Participant's Contracting Officer's approval of the machinery and mechanical equipment incorporated into the work. The supplier must submit samples of all materials and equipment as directed by the Participant's Contracting Officer or as required by the specifications.
- d. All work must be performed in a skillful and workmanlike manner. The Participant's Contracting Officer may, in writing, require the supplier to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

O. DISALLOWANCE OF COSTS

- a. The Participant's Contracting Officer may at any time issue the supplier a written notice of intent to disallow specified costs under this contract that have been determined not to be allowable under the contract terms.
- b. The supplier may, after receiving a notice of intent to disallow costs, submit a written response to the Participant's Contracting Officer, with justification for allowance of the costs. If the supplier does respond within 60 days, the Participant's Contracting Officer

will, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

P. CHANGES (CONSTRUCTION)

- a. The Participant's Contracting Officer may at any time, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work; or
 - 3. Directing acceleration in the performance of the work.
- b. Any other written or oral order (which, as used in this paragraph b, includes direction, instruction, interpretation, or determination) from the Participant's Contracting Officer that causes a change will be treated as a change order only if the supplier gives the contracting officer written notice stating
 - (1) the date, circumstances, and source of the order and
 - (2) that the supplier regards the order as a change order. This notification must be delivered to the contracting officer within 30 days of receipt of the change order.
- c. If any change under this clause causes an increase or decrease in the supplier's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, the Participant's Contracting Officer will make an equitable adjustment and modify the contract in writing.

Q. TERMINATION FOR CONVENIENCE OR DEFAULT

- a. Performance under this contract may be terminated by TCPN or the individual TCPN Participating Entity in whole or in part whenever:
 - (1) The supplier defaults in performing this contract (including in the term "default" any refusal or failure to prosecute the work diligently enough to ensure its completion within the time specified or any extension), and fails to cure the default within 10 days (or a longer period as the contracting officer may allow) after receipt from the Participant's Contracting Officer of a notice specifying the default; or
 - (2) The contracting officer determines that termination is in the best interests of TCPN and its Participants and the interest of the Participating Entity. A termination may be effected by delivery to the supplier of a notice of termination specifying whether the termination is for default or for the convenience, the extent of work terminated, and the effective date of the termination. If, after notice of termination for default under subparagraph a.1 above, it is determined that the supplier was not in default or that the delay was excusable, the notice of termination will be deemed to have been issued for convenience.
- b. Upon receipt of a notice of termination, unless otherwise directed by the Participant's Contracting Officer, the supplier must take the following actions:
 - (1) Stop work under the contract to the extent specified in the notice
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the un-terminated work.
 - (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
 - (4) Assign to the Participating Entity, as directed by the Participant's Contracting Officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Participating Entity has the right, in its discretion, to settle or pay claims arising out of these terminations.
 - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the Participant's Contracting Officer. The Participant's Contracting Officer's decision is final for the purposes of this clause.
 - (6) Transfer title to the Participating Entity and deliver as directed by the Participant's Contracting Officer:

- (a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and
 - (b) The completed or partially plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Participating Entity.
- (7) Use its best efforts to sell as directed by the Participant's Contracting Officer any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the contracting officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Participating Entity to the supplier, or be credited to the price or cost of the work covered by this contract or paid in any manner directed by the Participant's Contracting Officer.
- (8) Complete performance of the work not terminated.
- (9) Take any action that may be necessary, or that the Participant's Contracting Officer may direct, for protecting and preserving any property related to this contract that is in the possession of this supplier and in which the Participating Entity has or may acquire an interest.
- c. At any time, the supplier may submit to the Participant's Contracting Officer a list, certified as to quantity and quality, of termination inventory not disposed of and may request the Participating Entity to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Participating Entity will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the contracting officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.
- d. After termination, the supplier must submit to the Participant's Contracting Officer a termination claim in the form and with the certification prescribed by the Participant's Contracting Officer. The claim must be submitted promptly, but in no event more than 180 days after the effective date of termination, unless an extension in writing is granted by the Participant's Contracting Officer. However, if the Participant's Contracting Officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the 180-day period. Upon failure of the supplier to submit a termination claim within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.
- e. Subject to the provision of paragraph d above, the supplier and the Participant's Contracting Officer may agree upon the whole or any part of the amount to be paid (including and allowance for the fee) to the supplier by reason of the termination.
- f. If the supplier and the Participant's Contracting Officer fail to agree on the amount with respect to cost or fee, the contracting officer will determine, on the basis of information available, the amount, if any, due the supplier and pay the supplier as follows:
 - (1) If the settlement includes cost and fee:
 - (a) All costs and expenses reimbursable in accordance with this contract, not previously paid to the supplier and such as may continue for a reasonable time after termination;
 - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;
 - (c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims, together with reasonable storage, transportation, and other costs incurred in connection with protecting or disposing of the inventory (however, if the termination is for default, there must not be included any amount for the preparation of the supplier's settlement proposal); and
 - (d) A portion of the fee payable under the contract, determined as follows:

- (i) In the event of termination for convenience, a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, but exclusive of subcontract effort included in subcontractor's termination claims, less fee payments previously made; or
 - (ii) In the event of termination for default, that proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles accepted bears to the total number of articles of a like kind called for by this contract. If the amount determined under this subparagraph
 - (iii) is less than the total payment already made to the supplier, the supplier must repay to the Participating Entity the excess.
- (2) If the settlement includes only the fee, its amount will be determined in accordance with f.1(d) above.

R. INSPECTION AND ACCEPTANCE

TCPN Participant inspection and testing of materials and workmanship will be made at reasonable times at the site of the work or off the site as the Participant's Contracting Officer may direct. The Participant's Contracting Officer's decision is conclusive as to whether the material involved conforms to the contract requirements. Off-site inspection or testing does not relieve the contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Participating Entity after acceptance of the completed work under the terms of this agreement.

- a. The contractor must, without charge, replace any material or correct any workmanship found by the Participating Entity not to conform to the contract requirements, unless the Participating Entity consents to accept such material or workmanship with an appropriate adjustment in contract price. The contractor must promptly segregate and remove rejected material from the premises.
- b. If the contractor does not promptly replace rejected material or correct rejected workmanship, the Participating Entity may, by contract or otherwise, replace or correct it and charge the cost to the contractor.

S. PROJECT CLOSEOUT

Unless specified for an earlier date elsewhere in this contract, the contractor must process all documents for each work order, changes, claim submissions, complete all project closeout items, and submit a final report certifying that this action has been taken not later than six months from the date of facility acceptance

INDEFINITE QUANTITY – INTERLOCAL AGREEMENT

TCPN intends to allow its client members through inter-local or inter-governmental agreements to access these job order contracts. These contracts will be fixed unit priced indefinite delivery, indefinite quantity (IDIQ) contracts for construction and facilities services on an as-needed basis as required by TCPN client members. These construction services include minor construction, repair, rehabilitation, or alterations of a facility.

Work would be accomplished via a request from the contractor for a job order proposal based upon the general scope provided by the client member.

The specific scope of work for each job order shall be determined in advance and in writing between TCPN Client Member and the Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and

awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TCPN contract, TCPN, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB), as described in "definitions" will be the current edition of RS Means Facilities Construction Cost Data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to the TCPN business manager to complete the contracting and inter-local requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and the client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Manager (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have

been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.

If there is a dispute between the contractor and client, TCPN or its representatives will assist in conflict resolution or third party(mandatory mediation), if requested by either party.

TCPN or its representative reserves the right to inspect any project and audit the contractors JOC project files, documentation and correspondence.

The contractor will provide to his project offices with minimal down time (24 hours service calls) and a computer system with applicable software including Microsoft office, JOC project estimating software (Cost Works) such as **RS Means current edition** with quarterly updates. This software shall be compatible with currently utilized edition of RS Means. These programs may not be altered in any form or manner by the contractor. Updates of quarterly RS Means software or revised yearly editions will be allowed. Each job order proposal submitted to the client member will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The print-out will contain all of the unit price book items, quantities, pricing and total cost.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibility. Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.

SAFETY/ENVIRONMENTAL PLAN

The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

SUBCONTRACTING PLAN

The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how will your company attract these firms? How your company will institute a prompt payment plan upon completion and acceptance of their work and how progress payments will be made to subcontractors on long term job orders?

PROJECT GENERAL MANAGER AND KEY STAFF

The contractors PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. He should understand the contractual nature of JOC versus hard bid contracts and change notices. TCPN shall be notified in advance of any substitution or removal or replacement of key personnel, and reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. TCPN reserves the right to request the removal of contractor's staff members, if in its sole judgment, it is deemed to be in the best interest of TCPN and its members (see page 36).

PROJECT GENERAL MANAGER & KEY PERSONNEL

The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with TCPN and his company's team (including subcontractors) and the JOC TCPN client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the JOC program to include marketing, communication, business practices, subcontractors, and teaming.

The PGM should show experience in scheduling and critical path analysis. He should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors

and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.

In all cases, the PGM should show a willingness to explain each line item estimate to the client member in a team concept. The PGM should be considering cost saving measures as well as the client's budget constraints in making recommendations.

- Resume and review the one page PGM overview of the JOC program and the opportunities that the program presents.
- Three reference clients (preferably schools and other public agencies) and/ or subcontractors for each.
- JOC experience OJT or a JOC course.
- Experience with Texas ISDs and other public agencies (are they the same as the references?)
- Resumes for the other team members; (How long have they been with this firm?)
- Marketing manager, what experience in marketing and with TCPN client members? ISDs, cities, counties, & etc? What success has he had in the past what and how was he successful?
- Business manager, do they have the experience and multi-tasking skills required for JOC.
- Quality Assurance/Quality Control Manager how will he implement the program and over a broad geographic area?
- Safety/Environmental officer, has he had the requisite OSHA training?
- Estimators/delivery/task order manager/s, have they had JOC experience? Have they had a course in JOC estimating? What is their general construction experienced?
- If the Contractor has submitted on two separate regional contracts as prime, are the key personnel the same for each region?

CORPORATE RESOURCES AND COMMITMENTS

Corporate resources and commitments are important as an indicator of the commitment and ultimate success of the proposing company to the JOC program.

Function

- Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process.
- Does corporate understand the need for prompt payment of subcontractors? Do they understand the difference in management between JOC and hard bid estimating and the need to negotiate job orders with the client members?
- Does the company have orderly business procedures and a business manager assigned to this program that will conform to JOC?
Have they made a commitment to work with small and disadvantaged businesses within the local community? Does the company have a working Quality Assurance /Quality Control program in place?
- Has the company committed the people long term to this program for continuity? Do they understand the right of TCPN to approve any proposed changes in key personnel?

WARRANTY/GUARANTEE:

All products purchased under this contract shall be **NEW** and free from defects. The awarded vendors shall have sole control of the defense of any action on claims and all negotiations for its settlement or compromise.

Supplementary catalogs and information: Provide any supplementary information or an appendix your company wishes to attach that clarifies the answers to the previous questions. Please tab each specific section and reference these back to the table of contents for easier reading. This includes labor rates and markup fees for equipment.

Warranty Information: Provide answers to the following questions from which information will be utilized should your company be selected.

1. Do you offer extended parts and labor warranties? If yes, state length of warranty.
2. Please give examples of school districts where your company has extended labor warranties. Include length of these warranties.
3. If your product is defective, what is the replacement process and turnaround?
4. Is warranty coverage dependent on any specific requirements?
5. Who performs your start-up procedure?
6. What is your standard warranty on materials?
7. What is your standard warranty on installation?
8. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
9. State whether your company provides a quality guarantee on their product/service. If so, please describe.
10. State your insurance provider(s) and your company's level of coverage.

Certificates:

1. Briefly summarize your company's QC/QA program.
2. Has your company received environmental and/or social awards or recognition? If so, briefly describe.
3. Note any current litigation in which your company is involved.
4. Describe any quality awards or quality certificates that your company has achieved. Please provide supporting documentation and background information about these awards and/or certificates.
5. Describe the involvement and amount of input of staff level employees are in your company's quality training incentive and safety programs.
6. Describe your procedures to monitor the quality of your customer service and products.
7. Provide all licensing certificates such as contractor licenses.

General Items Dealing with Construction Projects

1. Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract document.
2. The TCPN member agency retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through TCPN as allowed in the agreement.
3. A schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor. Monthly progress reports must be given to the TCPN member by the prime contractor. The specifics of what is reported should be described in the contract.

4. Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control prior to the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation.
5. If the offeror intends to use an outside firm to administer, supervise and/or act as their designated representative in providing goods/services covered by this solicitation, the offeror must list these firms in their response. This information must include the firm's name, address, contact information, licenses and/or certifications held and the type of relationship they hold with the offeror. After an award is made, if the offeror finds it necessary to subcontract or to change subcontractors for any reason, the offeror must first obtain permission of the TCPN member.
6. If applicable, the offeror may offer extended warranties and/or maintenance agreements at an additional cost to the TCPN Member Agencies. The extended warrantee maintenance contract if offered must be submitted as a separate line item.
7. As part of the project cost, the offeror must be willing and able to provide on-site training for TCPN Member's Agency's designated staff on the proper operation, maintenance and care of the products offered. This training will be arranged as part of the project close out.
8. Quality Control Issues
 - a. During the course of the contract, the member institution's contact person may secure samples, according to construction industry standards, guidelines or industry standards, of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
 - b. Should test results prove that a material is not equal to or better than specified, the offeror will pay for the tests. The offeror will also pay all costs incurred to replace, remove and dispose of non-compliant materials.
 - c. Should test results prove that materials tested were equal to specified material, the offeror shall be notified of the results and the owner shall pay the cost.
 - d. Upon completion of the project, the offeror shall deliver to the owner all associated as-built drawings, warranties and owner's manuals/instructions.

Manufacturer's Representative

Dealers, distributors or installers submitting a response to this solicitation for products requested herein or as a manufacturer's representative must include with their response documented evidence from or between them and the manufacturer certifying that the offeror is a bona fide manufacturer's agent for the specific products or services proposed. The offeror is qualified and experienced to assess existing conditions, develop and submit manufacturer acceptable solutions for the product lines offered. The manufacturer will support, review and issue their guarantee on the work performed and products provided. The offeror has a good track record with their product. Should the offeror fail to satisfactorily fulfill any obligations established as a result of completing a project using their products/system under contract as a result of this solicitation, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the obligations.

Offeror's Price List: The offeror normally provides copies of price lists that clearly state and identify all products and services offered within each category or lot with their associated costs and the discount, and it is understood that some of the products and services herein can be done that way. However, because the scope of work covered by the categories or lots may require site preparation or other construction related products or services be provided prior to installing of the proposed seating and surfaces, the TCPN members have selected "R.S. Means", a nationally accepted costing method, to be used to determine the cost of those items not covered by a nationally published price list.

Payment Retention, Progress Payments: Individual TCPN states may have regulations and laws that govern payment retention and progress payments for public projects. The offeror is responsible for being acquainted with and complying with each state's requirements.

1. Final payment of a contract, for which progress payments have been made, will not be made until project is totally completed (including punch list items), and the final application for payment is approved and signed by the TCPN member and/or their representative.
2. If the member institution and the offeror agree to retainage or a substitute security, the agreement must be in full compliance with the individual state's requirements. If a substitute security or retainage is agreed upon by the parties, such agreement shall be part of the contract documents.

Prime Contractor

Any firm, business and/or individual(s) who submits a response to this solicitation and is awarded a contract. The contractor will be considered a prime contractor to TCPN and TCPN will not enter into any agreements with a subcontractor. Any contractor paid directly by TCPN is a prime contractor. Any subcontractor performing under this Contract is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

Qualifications

Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and do within the TCPN member states. The proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications shall be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard, document or code that shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement shall be utilized.

State Wage Rates

Some of the TCPN member's states may have and require the contractors pay state wage rates. It is the offeror's responsibility to be acquainted with those state's Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The offeror and any subcontractors shall pay all tradesmen and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Categorical Responses

1. Offeror should, through written narrative, clearly identify the type, kind, level of products and services it is proposing to provide TCPN members under the various lot(s) of this category. For each lot this shall include:
 - a. The manufacturer's name.
 - b. The various level of products offered from each.
 - c. Services offered and provided by each manufacturer.
 - d. The products and services to be offered by subcontractors.
2. Offeror should, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions. For each lot documentation shall include:
 - a. List five (5) previous projects relating to this lot.
 - b. The general scope of work for each project.

- c. The manufacturer's product used for each project listed.
 - d. The total cost of each project.
 - e. The institution's name, address, phone number, contact person's name and title for each project.
 - f. Provide the time line for each project listed and provide a brief narrative of the presale and follow-up consulting services offered to ensure institution's satisfaction.
3. Provide a brief narrative of three (3) projects that you have done for educational institutions, which through your evaluation of existing conditions and your input into the design, development and installation of the final solution, resulted in a high quality, cost efficient and better facility. For each project provide a brief narrative why you feel your input was most advantages to the final outcome.
 4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.

Categorical Definitions

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TCPN member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Categorical Cost Considerations

1. The offeror must provide a complete listing of all products and services that it is proposing to offer under this category. All prices submitted must be broken out into supplies, materials, reimbursable and labor as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.
2. Offerors must base material and equipment prices submitted on a fixed discount off an MSRP or published price list. If a price list or MSRP is not available, then one of the established methods for pricing such items shall be utilized, that is, R.S. Means construction cost data book, custom items or sole source.
3. For labor costs, not covered by other methods, offerors must provide hourly rates. It is recommended that the offeror establish a base labor rate for each labor category and then specify a multiplier to obtain the rate for each state.
4. Price sheets, catalogs and/or other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this solicitation, the response documents must indicate the TCPN discount off the price sheet, catalog, etc.
5. When providing equipment costs, indicate an hourly, daily and weekly

TAB 6 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

TAB 7 – PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

RS Means Pricing Coefficient

RS Means Coefficient

<u>Item</u>	<u>Location</u>	<u>Coefficient Regular Hours</u>	<u>Coefficient Premium Hours</u>
1	National		

Note: To be considered the coefficient must be less than 1.0.

TAB 8 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

TAB 9 - REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act / Debarment Notice
- DOC #2 Lobbying Certification
- DOC #3 Contractors Requirements
- DOC #4 Antitrust Certification Statement

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____	Bidder _____
_____	Signature
_____	_____
	Printed Name

	Position with Company
Address _____	Authorizing Official
_____	_____
_____	Signature

Phone _____	Printed Name

Fax _____	Position with Company

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 14.

ITEM:

Consideration and Approval of an award of contract to R&D Electric in the amount of \$363,596 to supply and install the lighting fixtures for the Shepard Broad Causeway Bridge. Enclosed find a copy of the bid documents and supporting documents.

DESCRIPTION:

At the August 10, 2015, Regular Council Meeting, the Town Council approved the lighting design plan submitted by Horton Lees Brogden. The Town received qualified bids and is recommending to award contract BC-146 to R&D Electric to supply and install the lighting to the Shepard Broad Causeway Bridge. The contract is in the amount of \$363,596 with a 10% contingency of \$36,404 for a total of \$400,000.

Approval is also being requested for the installation of the new Shepard Broad Causeway ICW lighted Bridge sign by Graphplex Signs, which was also approved by the Town Council at the August 10, 2015 Meeting as part of the Lighting Design item. The cost of this item is \$30,320 for fabrication and installation with a 20% contingency of \$6,064 for a total amount of \$36,384.00. It should be noted that the Shepard Broad Foundation will cover the expense for the Bridge Sign, at no cost to the Town.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The contract is in the amount of \$363,596 with a 10% contingency of \$36,404 for a total of \$400,000.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Bridge Lighting Invitation to bid	Bridge Light Invitation to Bid.pdf
2.	Bid Documents	Light Bid Documents.pdf
3.	Lighting and sign approval	Light and Sign Plan Approval.pdf

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Invitation to Bid

BC-146

**Supply and Install Lighting Fixtures Underneath the Intracoastal
Waterway Bridge**



TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154-20058

RONALD J. WASSON
TOWN MANAGER
305-866-6241

SECTION - I.

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Bid Documents consist of the Invitation to Bid, the Instructions to Bidders and Terms and Conditions, the Bid Proposal Form, the Drug Free Workplace Certification, the Sworn Statement on Public Entity Crimes, the Bid Bond Form, Summary of Bid Items, the Standard Contract (the "Contract"), specifications and any Addenda issued prior to the date designated for receipt of bids (collectively "Bid Documents").

Complete sets of the Bid Documents shall be used in preparing the bid. The Town of Bay Harbor Islands ("Owner") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Bid Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words **"BC-146: Supply and Install Lighting Fixtures Underneath the Intracoastal Waterway Bridge"** on the outside and mailed or presented to the Assistant Town Manager on or before the specified time and date for receipt of bids.

It is the sole responsibility of the Bidder to ensure that his/her Bid is received by the Assistant Town Manager on or before the closing date and time. The Town shall in no way be responsible for delays or late submissions caused by any reason or occurrence. Bids submitted by telephone, telegram, facsimile or electronic transmission will not be accepted.

The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids shall be returned to the Bidder unopened.

All bids must be typewritten or filled in with blue ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All changes made by a Bidder to the bid price must be initialed prior to submission.

Bidders shall not be allowed to modify their bids after the opening time and date. Submitted bids may be examined during normal working hours, after bid opening, by appointment.

The submission of a bid shall constitute an incontrovertible representation by the Bidder that the Bid Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for proper and timely performance of the work.

For information concerning this Bid, please contact:

J.C. Jimenez, Assistant Town Manager

Bid Security shall be forfeited to the Town as liquidated damages, not as a penalty.

CONTRACTUAL AGREEMENT

The Bid Documents shall be included and incorporated in the Contract, a copy of which is included in the Bid Documents. The order of contract precedence will be the Contract and then Bid Documents, followed by the Bid Response. Venue for any and all legal action necessary to enforce the Contract will be in Miami-Dade County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. Vendors or contractors doing business with the Town shall not be authorized to use the Town's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS – CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CONE OF SILENCE

Pursuant to subsection (t) (1) of Section 2-11.1, Conflict of Interest and Code of Ethics Ordinance of the Miami-Dade County Code, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the Town Manager makes his written recommendation to the Town Council. The Cone of Silence generally prohibits any communication regarding this RFP between Proponents and their agents and the Town. The details of the Cone of Silence and the permitted exceptions to the Cone of Silence are set forth in subsection (t) (1) of Sec. 2-11.1 of the County Code. In reading that subsection, Proponents are advised that all references to County personnel or boards, as used therein, are construed to mean Town personnel or boards as required by Sec. 2-11.1(a) of the Miami-Dade County Code. Please contact the Town Attorney for any questions concerning the Cone of Silence. The Cone of Silence shall apply to this RFP.

Generally, except for public hearings and scheduled presentations, contact with the Town regarding this RFP or any aspect of a bid by a Proponent or any representative of a Proponent shall be limited to written communications until such time as a successful Contractor is selected by the Council. All questions or requests for additional information must be asked and answered in writing by certified mail. The request must contain the RFP title, Proponent's name, contact person name, address, phone number, and fax number. The Town will respond within 5 days. Any responses to such timely questions or requests shall be furnished to all

NON-APPROPRIATIONS

The obligations of the Town to make a Bid award and execute a Contract under the terms of this Invitation to Bid are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all bids and withdraw the Invitation to Bid.

BID FORMS

In filling out bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blanks provided herewith. The blank spaces in the Bid Documents must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the Bid Documents.
- (B) Lump sum bids shall be shown in figures and words.
- (C) Any Bid which does not contain prices set opposite each of the items for which there is a blank space, or any Bid which in any manner fails to conform to all conditions of the published Bid Documents shall be rejected.
- (D) Bids must be signed in blue ink by the Bidder with the signature in full.
- (E) Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, shall be considered as nonresponsive and irregular. This shall constitute cause for the rejection of the Bid.
- (F) If a Bidder wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of prices in the Bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the bid as nonresponsive and irregular.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his bid:

- A. Experience record showing the Bidders training and experience in similar work.
- B. List and brief description of similar work satisfactorily performed with location, dates of contracts, names, telephone numbers and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. Evidence of all required valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2011 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

SUMMARY OF BID ITEMS

ITEM NO.	TYPE	QUANTITY	MANUFACTURER	CATALOGUE NUMBER/ DESCRIPTION	UNIT PRICE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

STATE PRICE IN WORDS AND FIGURES

**TOTAL BID: TO SUPPLY AND INSTALL ALL SPECIFIED LIGHTING FIXTURES
UNDERNEATH THE INTRACOASTAL WATERWAY BRIDGE (Items 1-11)**

_____ DOLLARS (\$ _____)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding 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 Contract required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

3.3 The Invitation to Bid is withdrawn.

4. Payment under this Bond will be due and payable upon default by Bidder 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. No suit or action shall be commenced under this Bond prior to thirty (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.

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

7. Notice required hereunder shall be in

writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. 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.

9. 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 with 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.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

the Town, in the form required by the Town, a written requisition for payment showing the proportionate value of the Work installed as forecasted through the 25th day of that month, from which shall be deducted: (i) a reserve of ten percent (10%); (ii) all previous payments; and (iii) all other charges for materials, equipment or services furnished by Contractor. Requisitions received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered and supplies have been provided in conformity with the Contract and then will be sent to the Finance Department for payment. Requisitions will normally be paid within thirty (30) days following the TOWN representative's approval.

- C. Final Payment - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state Final Requisition" on the CONTRACTOR'S final/last requisition to the TOWN. Final payment shall be made within 60 days after the completion of the Work covered by the Contract, satisfaction of all conditions to payment, including, without limitation, acceptance of the Work by the Town and receipt of Final Waivers and Release of Claims against the Bond from Contractor and all subcontractors and suppliers, as well as final as-built surveys, drawings, warranties, operation manuals and instructions. Submission of the Final Requisition certifies that all services have been properly performed and all charges have been invoiced to the TOWN. Since this Contract will thereupon be closed, any and other further charges if not properly included in the Final Requisition are waived by the CONTRACTOR.
- D. Payments Withheld – If at any time there is evidence of any claim for which the TOWN might become liable, and which is chargeable to CONTRACTOR, when CONTRACTOR fails to properly perform its Work, and/or when damage may be caused by CONTRACTOR to other work, TOWN shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient in the TOWN's reasonable judgment to completely indemnify the TOWN for any loss or damage, or potential loss or damage, including legal fees and disbursements, which the TOWN may sustain including that associated with discharging claims for non-payment, correcting CONTRACTOR'S work, or repairing work damaged by CONTRACTOR. Should there be any such claim or costs after payments are made, CONTRACTOR and CONTRACTOR'S SURETY shall refund to the TOWN all monies that the TOWN incurred in discharging same and all expenses incurred in connection therewith, including attorney fees.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event the TOWN terminates this Contract for convenience and unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. However, CONTRACTOR shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with any retainage held

- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF BAY HARBOR ISLANDS as an "Additional Insured". CONTRACTOR shall provide an endorsement indicating that the TOWN is an Additional Insured.
- F. CONTRACTOR waives all rights against the TOWN for damages caused by fire or other causes of loss to the extent covered by insurance obtained pursuant to this Contract or other insurance applicable to the Work. The relevant insurance policies shall provide such waivers of subrogation by endorsement or otherwise. CONTRACTOR shall include the waiver of subrogation contained in this Contract in each of its subcontracts and invoices with suppliers.

ARTICLE 7-INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify, save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, damage, injury, expense, penalty, fine, judgment, cost, losses, and/or causes of action (including, but not limited to, reasonable attorney's fees in arbitration, court proceedings or appeal) arising out of or in any way related to the Contract or the Work furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused in whole or in part by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its

ARTICLE 10-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the Work at any time.

ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all Work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the Work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 12-NONDISCRIMINATION (Equal Employment Opportunity)

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13- ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14- AUTHORITY TO CONDUCT BUSINESS

time lost by reason of any or all such occurrence, which extended period shall be determined and fixed by the TOWN, but not such allowance shall be made unless a claim therefore is presented in writing to TOWN within forty-eight (48) hours of the commencement of such delay. Such extensions of time shall be CONTRACTOR'S sole and exclusive remedy for any such occurrence or delay and the TOWN shall be released and discharged from any and all other claims which CONTRACTOR may have on account of any cause of delay, whether or not specifically stated herein. In no event shall CONTRACTOR be entitled to any additional compensation for delays attributable to breach of contract or tort, including claims for delay, acceleration, time impact, extended general conditions, extended field or home office overhead, loss of profits, loss of use, equipment rental and the like against the TOWN.

ARTICLE 18- NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Bay Harbor Islands
9665 Bay Harbor Terr.
Bay Harbor Islands, FL 33154-20058
Attention: J.C. Jimenez, Assistant Town Manager

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20- WARRANTY/GUARANTY

CONTRACTOR warrants that its Work under this Contract will be free of defects in materials and workmanship for a period of one year following completion of the Work or as otherwise provided by manufacturer. Without limiting the generality of the foregoing, CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this Contract will be first class quality and new, that the Work performed pursuant to this Contract shall be free from defects and that the Work will strictly conform with the requirements of the Contract and Bid Documents. CONTRACTOR shall remove, replace and repair all defective Work and shall be responsible for the removal, replacement and repair of any work or property of others damaged as a result of CONTRACTOR'S defective Work or the removal, replacement or repair thereof. All warranties contained or provided as required by the Contract shall be in addition to and not in

This Contract and the Contract Documents consist of this Contract and all exhibits attached hereto, Specifications, Drawings, General Terms and Conditions to **Supply and Install Lighting Fixtures Underneath the Intracoastal Waterway Bridge** and all Bid Documents issued by the TOWN. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 27 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Town Council of the TOWN or its designated representative.

ARTICLE 28 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien the making of a claim against the CONTRACTOR'S Bond by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's knowledge of such occurrence or receipt of notice of any such default. In the event of default of CONTRACTOR under this Contract, the TOWN shall have the right to offset against any amount otherwise due or to become due to

SECTION – II.

TECHNICAL
SPECIFICATIONS
(ON ATTACHED CD)

		BID Horsepower Electric		BID R & D Electric	
TYPE	QUANTITY	UNIT	TOTAL	UNIT	TOTAL
F1	20	\$8,000	\$160,000	\$6,225	\$124,500
F2	4	\$8,000	\$32,000	\$7,450	\$29,800
F3	10	\$8,000	\$80,000	\$7,210	\$72,100
F4	16	\$8,000	\$128,000	\$6,500	\$104,000
CONTROL SYSTEM	1	\$17,000	\$17,000	\$33,196	\$33,196
			\$417,000		\$363,596

MANUFACTURER	LBM-120V-4000K-NS-WH-DMX-3GV-CRC
Lumen Pulse	LBM-120V-RGBW-FL-WH-3GV-CRC
Lumen Pulse	LOG-120-48-RGBW-1FX-30x60-WAM12-SI-CRC-3GV
Lumen Pulse	LOG-120-48-RGBW-1FX-3GV
Lumen Pulse	WW-WAM12-SI-CRC-3GV
Lumen Pulse	LT02

BASCULE FACADE ONLY *	F2	4		\$32,000		\$29,800
BASCULE SUPPORT PILLARS. TENDER HOUSE + COUNTERWEIGHT AREA *	F4	16		\$128,000		\$104,000
UNDERSIDE OF BASCULE ONLY *	F3	10		\$80,000		\$65,000
BRIDGE SPAN PILLARS *	F1	20		\$160,000		\$124,500
CONTROL SYSTEM		1		\$17,000		\$33,196

* Fixture only

DESIGN SOLUTION OPTIONS

ORIGINAL PROPOSAL	\$417,000	\$363,596
ALL LIGHTING AT BASCULE ONLY	\$257,000	\$231,996
BASCULE FAÇADE AND UNDERSIDE OF BASCULE	\$129,000	\$127,996
UNDERSIDE OF BASCULE ONLY	\$97,000	\$98,196

BID PROPOSAL FORM

Bid of **R & D Electric, Inc.**
7447 NW 48th Street
Miami, Florida 33166 (Contractor), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Bid Documents and Contract documents for:

BC-146: Supply and Install Lighting Fixtures Underneath the Intracoastal Waterway Bridge (the "Project")

TO: J.C. Jimenez, Assistant Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Mandatory Pre-Bid Meeting on Tuesday, February, 23, 2016 at 11:00 a.m.

BID OPENING DATE: Wednesday, March 16, 2016 @ 2:00 P.M. AT THE BAY HARBOR ISLANDS TOWN HALL, 9665 BAY HARBOR TERRACE, BAY HARBOR ISLANDS, FL 33154

Bid prices shall be summarized on the SUMMARY OF BID ITEMS table (following pages). It is the responsibility of the contractor to provide exact measurements and quantities needed for the replacement of all identified lighting fixtures as they pertain to this Project. The Town reserves the right to make any necessary changes to the quantities by increasing or decreasing.

NOTE: BIDS shall include all sales tax and other applicable taxes and permitting fees. BIDDER agrees to perform all of the work described in the Bid Documents, Contract Documents and on the Construction Plans in the following unit prices or lump sum(s).

SUMMARY OF BID ITEMS

ITEM NO.	TYPE	QUANTITY	MANUFACTURER	CATALOGUE NUMBER/ DESCRIPTION	UNIT PRICE
1.	F1	20	Lumen Polse	As specified	124,500
2.	F2	4			29,800
3.	F3	10			72,100
4.	F4	16			104,000
5.	CTL	1			33,196
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

STATE PRICE IN WORDS AND FIGURES

TOTAL BID: TO SUPPLY AND INSTALL ALL SPECIFIED LIGHTING FIXTURES UNDERNEATH THE INTRACOASTAL WATERWAY BRIDGE (Items 1-11)

Three hundred sixty three thousand

five hundred ninety six

DOLLARS (\$ 363,596⁰⁰)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to the Town of Bay Harbor Islands, Florida

by Rafael Edamir, President
(print individual's name and title)

for R & D Electric, Inc.
(print name of entity submitting sworn statement) 7447 NW 48th Street
Miami, Florida 33166

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: 61 1428335

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

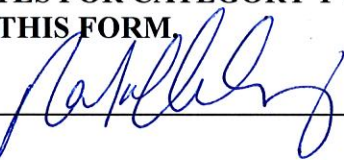
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**indicate which statement applies.**)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) 

The foregoing document was sworn and subscribed before me this 16th day of March, 2016 by Rafael Echamí, who is personally known to me or produced _____ as identification.




Notary Public

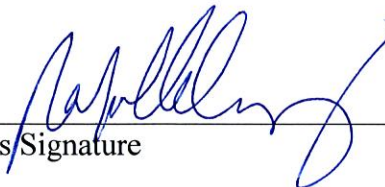
My Commission Expires: May 27, 2018

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Vendor's Signature

R & D Electric, Inc.
7447 NW 48th Street
Miami, Florida 33166

CONTRACT

This Contract is made as of the _____ day of _____, 2016, by and between the Town of Bay Harbor Islands, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1-SERVICES

The CONTRACTOR'S responsibility under this Contract is to **Supply and Install Lighting Fixtures Underneath the Intracoastal Waterway Bridge** in the specified locations, in accordance with the requirements, including, but not limited to, the Specifications and Terms and Conditions set forth in these Bid Documents issued by the Town, which are incorporated herein by reference (the "Work").

The TOWN'S representative/liaison during the performance of this Contract shall be J.C. Jimenez, telephone number (305) 866-6241

ARTICLE 2-SCHEDULE

Services shall commence upon issuance of the "Notice to Proceed" by the Town, and the Project shall be completed within 60 days.

ARTICLE 3-PAYMENTS TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Bid submitted by the CONTRACTOR and accepted by the Town (the "Contract Sum"). The total and cumulative amount of the Contract Sum shall not exceed the amount of funds budgeted for these services nor shall said Contract Sum exceed the amounts as set forth in the Bid. The Contract Sum shall be DOLLARS IN WORDS AND 00/100 (XX,XXX.XX), in current funds, subject to additions or deductions as herein provided; which sum shall include all permits, fees, inspection costs and/or taxes required by any division of the Federal, State or local government. The Contract Sum is based upon labor performed, materials furnished or services rendered, including, but not limited to, sales taxes, use taxes and personal property taxes levied or assessed in connection with the Work. Where the law requires any tax to be stated and charged separately, the total of all items included within the Work and the added tax shall not exceed the Contract Sum stated herein.
- B. Monthly Payments – On or before the 20th day of each month, Contractor shall submit to

the Town, in the form required by the Town, a written requisition for payment showing the proportionate value of the Work installed as forecasted through the 25th day of that month, from which shall be deducted: (i) a reserve of ten percent (10%); (ii) all previous payments; and (iii) all other charges for materials, equipment or services furnished by Contractor. Requisitions received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered and supplies have been provided in conformity with the Contract and then will be sent to the Finance Department for payment. Requisitions will normally be paid within thirty (30) days following the TOWN representative's approval.

- C. Final Payment - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state Final Requisition" on the CONTRACTOR'S final/last requisition to the TOWN. Final payment shall be made within 60 days after the completion of the Work covered by the Contract, satisfaction of all conditions to payment, including, without limitation, acceptance of the Work by the Town and receipt of Final Waivers and Release of Claims against the Bond from Contractor and all subcontractors and suppliers, as well as final as-built surveys, drawings, warranties, operation manuals and instructions. Submission of the Final Requisition certifies that all services have been properly performed and all charges have been invoiced to the TOWN. Since this Contract will thereupon be closed, any and other further charges if not properly included in the Final Requisition are waived by the CONTRACTOR.
- D. Payments Withheld – If at any time there is evidence of any claim for which the TOWN might become liable, and which is chargeable to CONTRACTOR, when CONTRACTOR fails to properly perform its Work, and/or when damage may be caused by CONTRACTOR to other work, TOWN shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient in the TOWN's reasonable judgment to completely indemnify the TOWN for any loss or damage, or potential loss or damage, including legal fees and disbursements, which the TOWN may sustain including that associated with discharging claims for non-payment, correcting CONTRACTOR'S work, or repairing work damaged by CONTRACTOR. Should there be any such claim or costs after payments are made, CONTRACTOR and CONTRACTOR'S SURETY shall refund to the TOWN all monies that the TOWN incurred in discharging same and all expenses incurred in connection therewith, including attorney fees.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event the TOWN terminates this Contract for convenience and unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. However, CONTRACTOR shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with any retainage held

upon payments made prior thereto. CONTRACTOR waives any claim for loss of anticipated profits in the event TOWN exercises this clause. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5-PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized, licensed, certified or permitted under state and local law to perform such services and the Work.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on TOWN premises, will comply with all TOWN requirements governing conduct, safety, and security.

ARTICLE 6-INSURANCE

- A. Prior to execution of this Contract by the TOWN, and before commencing the Work, the CONTRACTOR shall, at its own expense, until completion and final acceptance of the Work, or longer as required herein, provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be approved by the TOWN and issued by companies authorized to do business under the laws of the State of Florida. The Insurance Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract and shall be a condition precedent to receipt of any payment under this Contract.

- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF BAY HARBOR ISLANDS as an "**Additional Insured**". CONTRACTOR shall provide an endorsement indicating that the TOWN is an Additional Insured.
- F. CONTRACTOR waives all rights against the TOWN for damages caused by fire or other causes of loss to the extent covered by insurance obtained pursuant to this Contract or other insurance applicable to the Work. The relevant insurance policies shall provide such waivers of subrogation by endorsement or otherwise. CONTRACTOR shall include the waiver of subrogation contained in this Contract in each of its subcontracts and invoices with suppliers.

ARTICLE 7-INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify, save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, damage, injury, expense, penalty, fine, judgment, cost, losses, and/or causes of action (including, but not limited to, reasonable attorney's fees in arbitration, court proceedings or appeal) arising out of or in any way related to the Contract or the Work furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused in whole or in part by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its

subcontractors, agents, servants or employees. However, this Contract shall not be construed to indemnify any party against that party's own gross negligence or willful, wanton or intentional misconduct or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONTRACTOR or any of CONTRACTOR's subcontractors or suppliers of any tier or their respective employees or representatives. The extent CONTRACTOR's indemnification obligation hereunder requires CONTRACTOR to indemnify, such indemnification obligation shall not exceed the combined sum of the Contract Sum under this Contract and the limits of CONTRACTOR'S General Liability Insurance required under this Contract, which sum CONTRACTOR and the TOWN hereby acknowledge bears a reasonable commercial relationship to this Contract. CONTRACTOR and the TOWN further acknowledge that this Contract of Indemnification shall be deemed a part of the Bid Documents and Project Specifications.

- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8-SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, representative or agent of the TOWN, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the Work at any time.

ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all Work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the Work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 12-NONDISCRIMINATION (Equal Employment Opportunity)

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13- ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14- AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15- SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16-PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any Work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 17- MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by the contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the TOWN.

CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but should CONTRACTOR be delayed in the prosecution or completion of the Work by, among other things, the act, neglect or default of the TOWN and in no way caused by or resulting from default or collusion on the part of the CONTRACTOR, then the time herein fixed for completion of the Work shall be extended for a period equivalent to the

time lost by reason of any or all such occurrence, which extended period shall be determined and fixed by the TOWN, but not such allowance shall be made unless a claim therefore is presented in writing to TOWN within forty-eight (48) hours of the commencement of such delay. Such extensions of time shall be CONTRACTOR'S sole and exclusive remedy for any such occurrence or delay and the TOWN shall be released and discharged from any and all other claims which CONTRACTOR may have on account of any cause of delay, whether or not specifically stated herein. In no event shall CONTRACTOR be entitled to any additional compensation for delays attributable to breach of contract or tort, including claims for delay, acceleration, time impact, extended general conditions, extended field or home office overhead, loss of profits, loss of use, equipment rental and the like against the TOWN.

ARTICLE 18- NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Bay Harbor Islands
9665 Bay Harbor Terr.
Bay Harbor Islands, FL 33154-20058
Attention: J.C. Jimenez, Assistant Town Manager

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20- WARRANTY/GUARANTY

CONTRACTOR warrants that its Work under this Contract will be free of defects in materials and workmanship for a period of one year following completion of the Work or as otherwise provided by manufacturer. Without limiting the generality of the foregoing, CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this Contract will be first class quality and new, that the Work performed pursuant to this Contract shall be free from defects and that the Work will strictly conform with the requirements of the Contract and Bid Documents. CONTRACTOR shall remove, replace and repair all defective Work and shall be responsible for the removal, replacement and repair of any work or property of others damaged as a result of CONTRACTOR'S defective Work or the removal, replacement or repair thereof. All warranties contained or provided as required by the Contract shall be in addition to and not in

limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Performance of the aforementioned warranty and guaranty obligations shall be deemed to be a material component of CONTRACTOR's obligations to perform the Work.

ARTICLE 21 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. The CONTRACTOR shall provide any necessary materials to maintain such protection.

Until final acceptance of the Work by the TOWN, the TOWN'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the Work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, at its own cost, before its completion and acceptance of the Work. The CONTRACTOR shall be required to comply with all OSHA, Federal, State, local and the TOWN's safety requirements. To the extent the CONTRACTOR or any of its subcontractors violate any safety requirements, CONTRACTOR will be solely liable to the TOWN for any damages incurred by such violation of safety requirements.

ARTICLE 22 - WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 24 - MATERIALITY

All provisions of the Contract, the Contract Documents and the Bid Documents shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 25 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 26 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract and the Contract Documents consist of this Contract and all exhibits attached hereto, Specifications, Drawings, General Terms and Conditions to **Supply and Install Lighting Fixtures Underneath the Intracoastal Waterway Bridge** and all Bid Documents issued by the TOWN. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 27 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Town Council of the TOWN or its designated representative.

ARTICLE 28 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien the making of a claim against the CONTRACTOR'S Bond by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's knowledge of such occurrence or receipt of notice of any such default. In the event of default of CONTRACTOR under this Contract, the TOWN shall have the right to offset against any amount otherwise due or to become due to

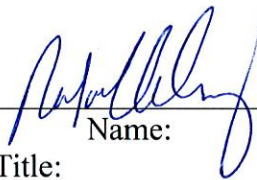
CONTRACTOR under this CONTRACT or any other agreement between CONTRACTOR and TOWN an amount sufficient to protect the TOWN from any loss hereunder.

IN WITNESS WHEREOF, CONTRACTOR AND TOWN have executed this Contract the day and year aforesaid.

TOWN OF BAY HARBOR ISLANDS

CONTRACTOR:

BY: _____
TOWN MANAGER

BY:  _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 16.

ITEM: Approval requested by Town Manager Wasson of the Intracoastal Waterway Bridge Lighting Plan by Horton Lees Brogden Lighting Design. Enclosed find the lighting design Plan and supporting documents.

DESCRIPTION:

As part of the Inter Coastal Water Bridge (ICW) rehabilitation project, we are proposing to add decorative lighting that will add visual interest and beauty to the ICW Shepard Broad Causeway Bridge. As part of this particular project new lighting will be added to illuminate all the outside support columns with white lighting; lighting fixtures will be added to the bascule piers as well as the underside of the bascule span. These lights will have the ability to change color as desired for special events or holidays. In addition to the lighting we are also submitting the new lighted signs that will replace the painted on signage on the north and south side of the bascule piers. The new lighted sign will reflect the new name "Shepard Broad Causeway / Bay Harbor Islands".

Staff recommends moving forward with design plans so project can be advertised for best bid pricing.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Unknown at this time.

BUDGET IMPACT:

Submitted By: Ronald Wasson, Town Manager

ATTACHMENTS

1.	Bridge Lighting Engineer Info Part 1	Horton Lees Brogden Lighting Design Part1.pdf
2.	Bridge Lighting Engineer Info Part 2	Horton Lees Brogden Lighting Design Part2.pdf
3.	Bridge Lighting Engineer Qualifications	HLB Qualifications.pdf
4.	Proposed Shepard Broad Causeway Signage for the ICW	Proposed Shepard Broad Causeway Signage for ICW.pdf
5.	Bridge Lighting Design	2015.07.28 Lighting Schematic Options.pdf

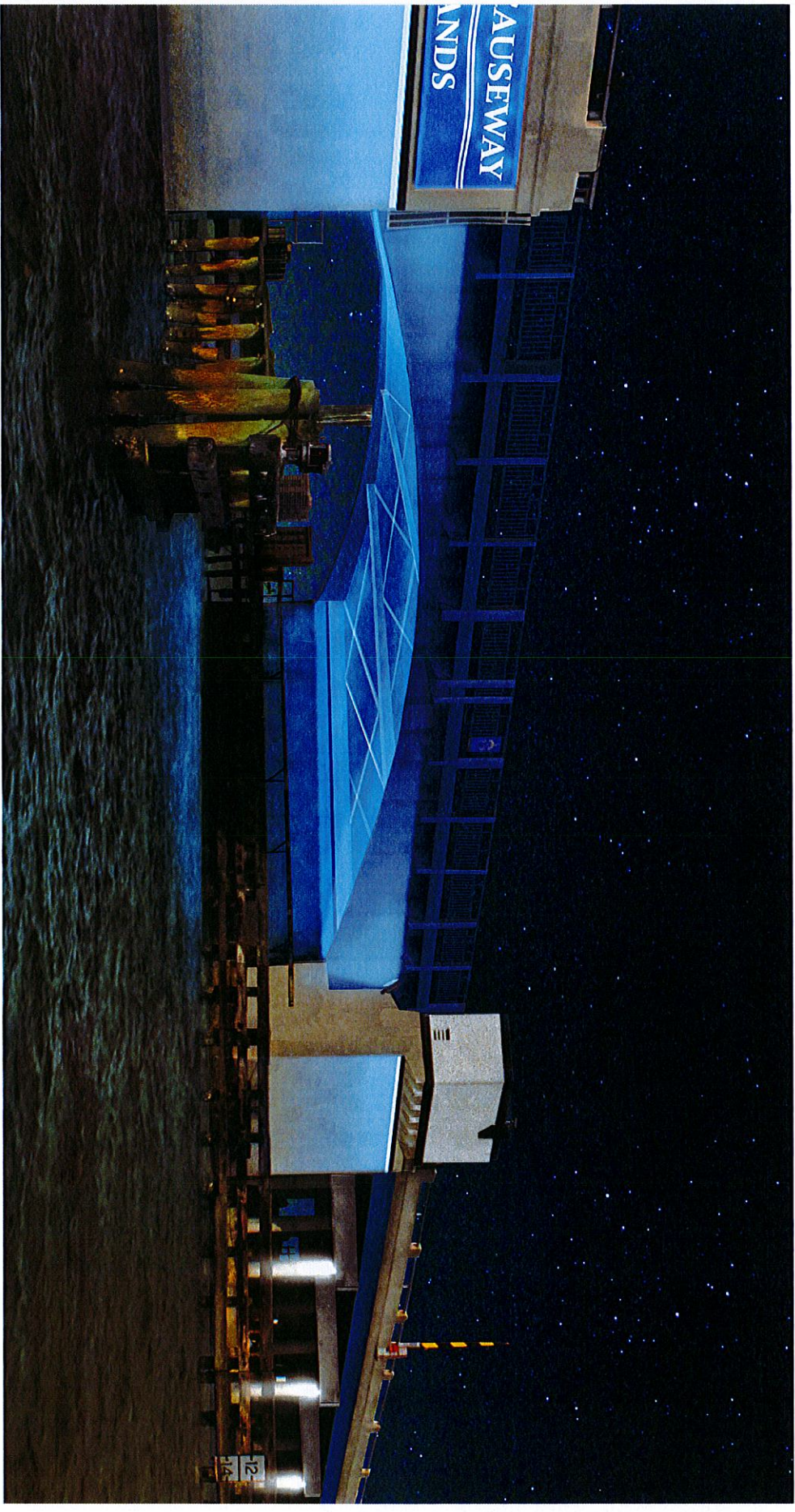
Bay Harbor Island Bridge

Schematic Design Presentation

The goal of lighting the Bay Harbor Island Bridge is to transform the nighttime experience and with a prominent yet cost effective solution. We explored various concepts and narrowed in on the following options. The baseline is the dynamic Keystone of not only the bridge, but the focus of the lighting composition as well. This presentation is organized in an additive way providing cost information as lighting layers are added.

Bay Harbor Island Bridge

Nighttime Rendering



HORTON LEES BROGDEN LIGHTING DESIGN

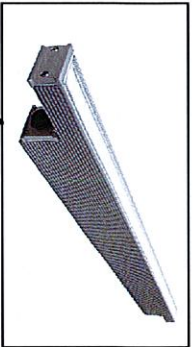
new york | san francisco | los angeles | boston | miami
4250 N.E. 151 Avenue Suite 225, Miami, FL 33137 P 305.748.2151

Bay Harbor Island Bridge

10 August 2015

Bay Harbor Island Bridge

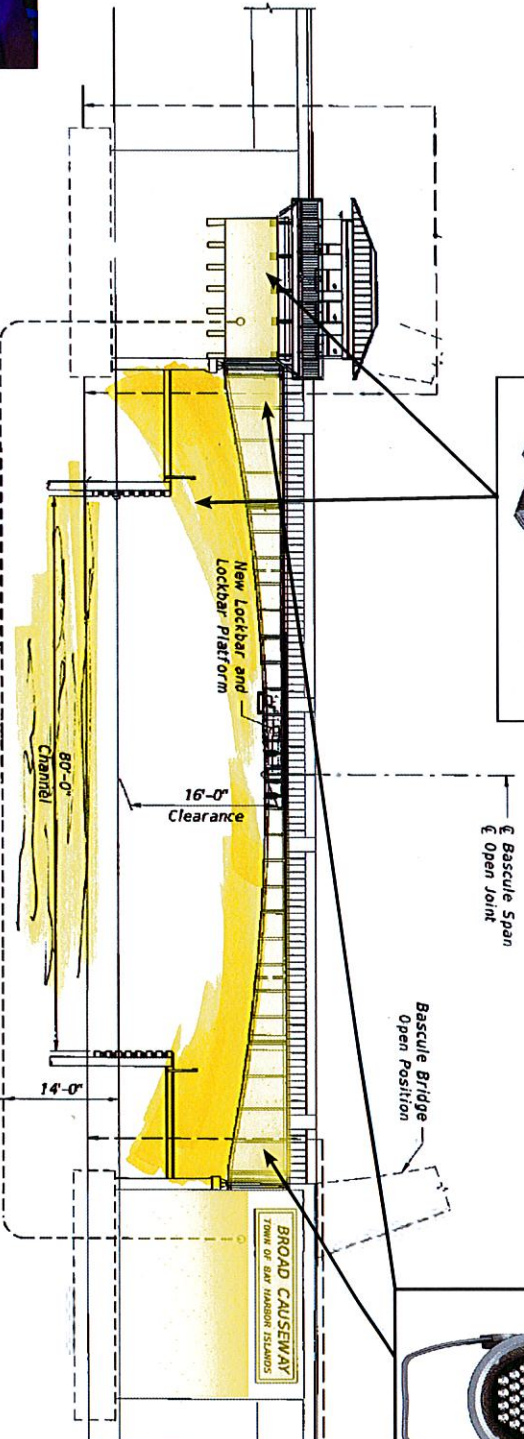
Bascule Section Stand Alone Flood Lighting



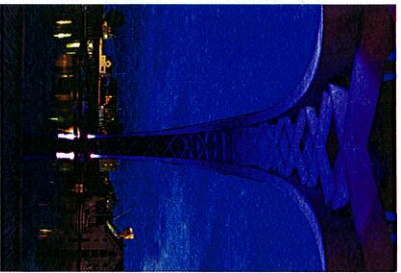
White or color changing surface mounted linear lights to flood light bascule support pillars and underside of bascule



White or color changing surface mounted flood light mounted at top of each pillar



SECTION A-A



1. Bascule Support Pillar Flood Lights:
 - White: \$28,000
 - Color Changing: \$31,000
 2. Underside of Bascule Flood Lights:
 - White: \$23,000
 - Color Changing: \$26,000
 3. Bascule Fascia Floodlight
 - White: \$3,000
 - Color Changing: \$3,500
- Total White: \$54,000
 Total Color Changing Lighting and Controls: \$63,200 (recommended design)
 *probable contractor net unit cost, not installation or control (commissioning costs)

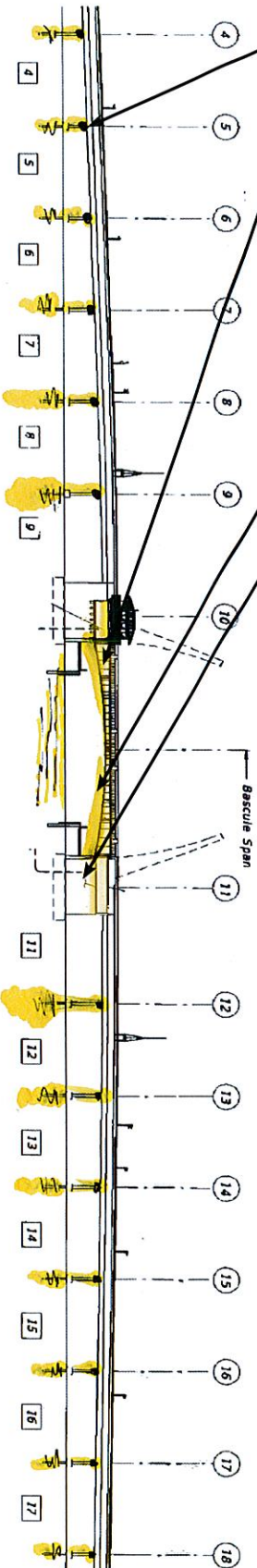
Bay Harbor Island Bridge

Overall Bridge Flood Lighting

White or color changing surface mounted flood light mounted at top of each pillar



White or color changing surface mounted linear lights to flood light bascule support pillars and underside of bascule



1. Bridge Span Pillar Flood Lights:

- White: \$42,000
- Color Changing: \$48,000

3. Underside of Bascule Flood Lights:

- White: \$23,000
- Color Changing: \$26,000

2. Bascule Support Pillar Flood Lights:

- White: \$28,000
- Color Changing: \$31,000

4. Bascule Fascia Floodlight

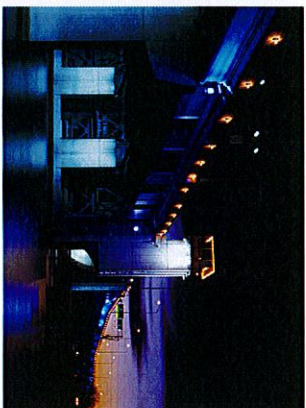
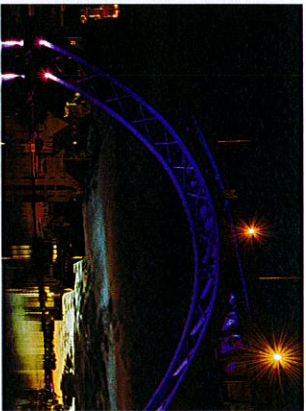
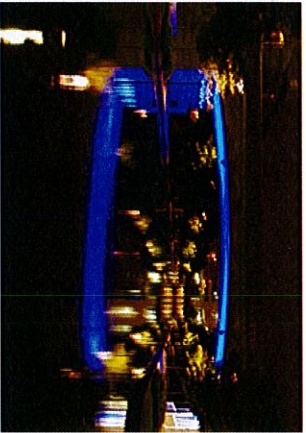
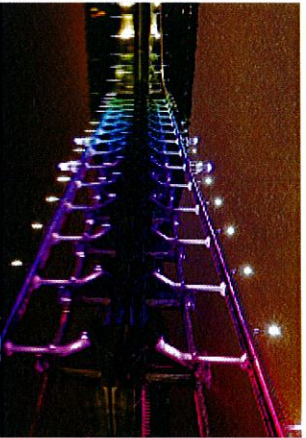
- White: \$3,000
- Color Changing: \$3,500

Total White: \$96,000

Total Color Changing Lighting and Controls: \$111,200

Total for Recommended Design - White Span Pillars + Color Changing Bascule: \$105,200

*probable contractor net unit cost, not installation or control commissioning costs



HORTON LEES BROGDEN LIGHTING DESIGN

New York | San Francisco | Los Angeles | Boston | Miami
415.761.5000 | 10000 Sunset Blvd, Suite 500, Marina del Rey, CA 90293 | P: 425.468.1735

Bay Harbor Island Bridge

10 August 2015



GRAPHPLEX S I G N S

Sign Design & Manufacture

2830 North 28th Terrace
Hollywood, FL 33020

signs@graphplex.com
www.graphplex.com

O 954.920.0905
F 954.920.0906

STATE LICENSE | EC13004975

8/10/15

TO: TOWN OF BAY HARBOR ISLANDS
ATTN: RON WASSON
REF: NEW BRIDGE I.D. SIGNS

GRAPHPLEX SIGNS WILL FABRICATE AND INSTALL THE FOLLOWING SIGNAGE.

2 – 24' LONG X 5' HIGH X 6" DEEP FABRICATED ALUMINUM SIGN UNITS WITH ½" THICK
PUSH THRU LETTERS AND WAVE LINES. SIGN UNITS TO HAVE INTERIOR " LED " ILLUMINATION.
EXACT COLORS TO BE SELECTED. SIGNS TO BE BOLTED TO BRIDGE STRUCTURE PER
STRUCTURAL ENGINEERED DRAWINGS. SIGNS TO BE SUPPLIED WITH 7' ELECTRICAL WHIP
FOR ELECTRICAL HOOK UP TO POWER SUPPLIED TO SIGN AREA BY OTHERS.

COST.....\$ 23,870.00
PLUS ALL PERMIT COSTS, ENGINEERED DRAWINGS, PERMIT, ECT.

1 – INSTALLATION OF THE (2) SIGN UNITS

COST.....\$ 6,500.00

TERMS: 50% DEPOSIT / BALANCE NET 30 DAYS
DELIVERY: 5 TO 6 WEEKS AFTER PERMIT APPROVAL

THANK YOU,


BOB WEBSTER, GRAPHPLEX SIGNS

APPROVED: _____ . DATE: _____
BAY HARBOR ISLANDS



A Bridge Sign
 Scale: 1/8" = 1'-0"



**GRAPHPLEX
 SIGNS**
 Sign Design & Manufacture

954.549.5566
 www.graphplex.com

CLIENT: Shepard Broad
PROJECT: Causeway Sign
ADDRESS:

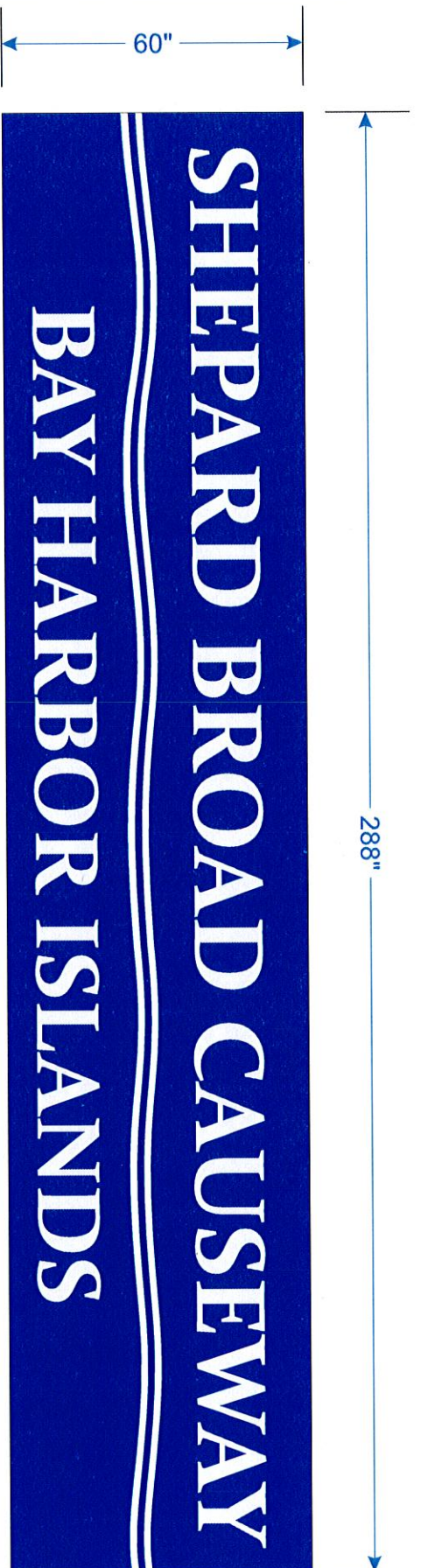
DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)

DRAWN BY: Val

FILENAME: Bay Harbor Islands/
 Shepard Broad Causeway Bridge Sign.cdr

SALES: Bob

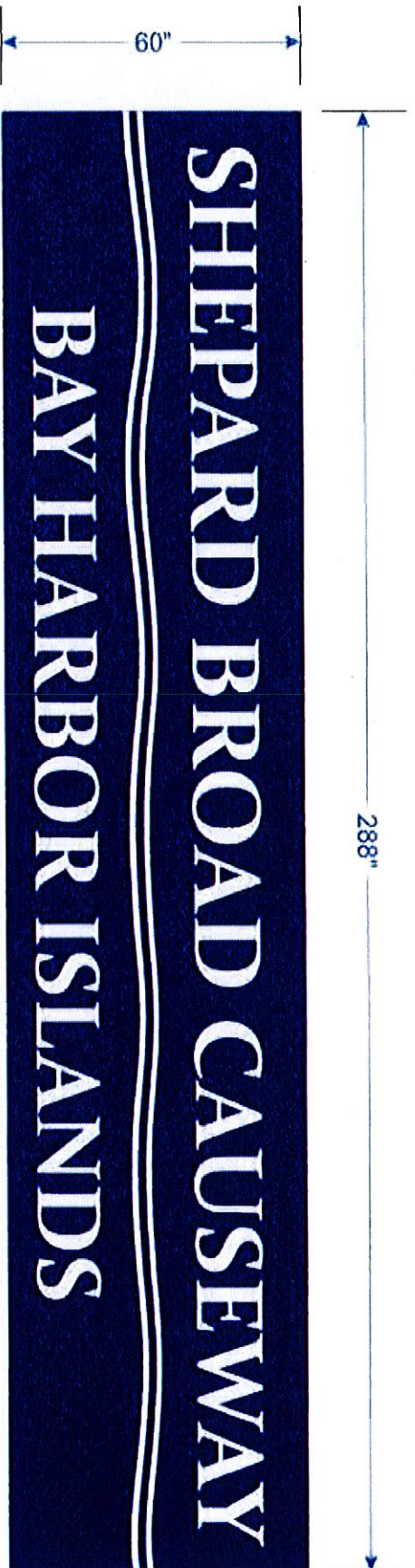
THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.



B Bridge Sign
 Scale: 3/8" = 1'-0"

		CLIENT: Shepard Broad PROJECT: Causeway Sign ADDRESS:	
GRAPHPLEX S I G N S Sign Design & Manufacture 954.549.5566 www.graphplex.com		DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)	DRAWN BY: Val
		FILENAME: Bay Harbor Islands/ Shepard Broad Causeway Bridge Sign.cdr	SALES: Bob

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B Bridge Sign
 Scale: 3/8" = 1'-0"



GRAPHPLEX
S I G N S
 Sign Design & Manufacture

954.549.5566
 www.graphplex.com

CLIENT: Shepard Broad
PROJECT: Causeway Sign
ADDRESS:

DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)

DRAWN BY: Val

FILENAME: Bay Harbor Islands/
 Shepard Broad Causeway Bridge Sign.cdr

SALES: Bob

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A Bridge Sign
 Scale: 1/8" = 1'-0"



GRAPHPLEX

S I G N S

Sign Design & Manufacture

954.549.5566
 www.graphplex.com

CLIENT: Shepard Broad		DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015)	DRAWN BY: Val
PROJECT: Causeway Sign			
ADDRESS:			
FILENAME: Bay Harbor Islands/ Shepard Broad Causeway Bridge Sign.cdr	SALES: Bob		

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 15.

ITEM: Approval of Change Orders 17, 18, 19 and 20 in favor of M&J Construction of Pinellas County Inc. in the total amount of \$1,945,118.18. Enclosed find copies of the change of orders.

DESCRIPTION:

Approval is hereby sought for Change Order (CO) numbers 17, 18, 19, and 20 in the amounts of \$10,360.52, \$14,382.00, \$12,540.00, and \$1,907, 835.66, respectively. All these Change Orders are for bridge number 875101 (the ICW Bridge).

CO # 17 is associated with replacing deteriorated lateral bracing in the bascule leaf. CO # 18 is related to the sidewalk concrete removal at the bridge and generator houses. CO # 19 is to modify the new deck grating to allow manual removal of the access hatches to the span locks.

CO # 20 increases the Contract Pay item 401-70-3 in regards to concrete spalls in the Bent Caps and Pier Plinths.

The cost of Change Orders 1-20, inclusive, is \$2,819,796.16.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Approve Change Order numbers 17, 18, 19, and 20 in the amounts of \$10,360.52, \$14,382.00, \$12,540.00, and \$1,907, 835.66, respectively, or a grand total of \$1,945,118.18, in favor of M&J Construction of Pinellas County, Inc.

It is further recommended that the sources of funding for Change Orders are the FDOT Grant (\$ 1.0 M) and Broad causeway Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	CO # 17	Change Order 017 - Lateral Bracing Replacement .pdf
2.	CO # 18	Change Order 018 - Sidewalk Demolition - Extra Work .pdf
3.	CO # 19	Change Order 019 - Grating Access Panels .pdf
4.	CO # 20	Change Order 020 - Interim Supplement to 401-70-3 .pdf

Change Order

No. 017

Date of Issuance: May 17, 2016

Effective Date: April 28, 2016

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Replace deteriorated full length lateral bracing located in the northern half of the east & west bascule leaf between CG1 & FB4.

This work was not identified in the contract documents but necessary due to corrosion.

Attachments (list documents supporting change):

1. E-mail From from Town confirming replacement; 2. Contract sheets showing locations; 3. Picture.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 016 :

\$ 874,677.98

Contract Price prior to this Change Order:

\$ 12,342,292.16

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 10,360.52

Contract Price incorporating this Change Order:

\$ 12,352,652.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



RE: BHI lateral brace replacement

Ronald J. Wasson

to:

Michael Misiaszek

04/28/2016 02:49 PM

Cc:

Randy Daniel, "abanz@hardesty-hanover.com"

Hide Details

From: "Ronald J. Wasson" <rwasson@bayharborislands.net>

To: Michael Misiaszek <mmisiaszek@hardesty-hanover.com>

Cc: Randy Daniel <rdaniel@bayharborislands.net>, "abanz@hardesty-hanover.com" <abanz@hardesty-hanover.com>

Mike,

Please move forward and we'll handle through normal CO procedures

Ronald J. Wasson

Town Manager

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Office - 305-866-6241

Fax - 305-866-4863

rwasson@bayharborislands.net

From: Michael Misiaszek [<mailto:mmisiaszek@hardesty-hanover.com>]

Sent: Thursday, April 28, 2016 9:38 AM

To: Ronald J. Wasson

Cc: Alfred Banz; Jeff Rock; Randy Daniel

Subject: BHI lateral brace replacement

Good morning Ron,

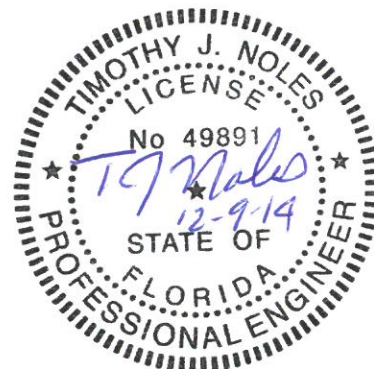
This is to verify it is the town's wish to have Hardesty and Hanover direct M & J Construction to replace two deteriorate lateral braces in the bascule leaves. The braces to be replaced are the full length upper lateral braces locate in northern half of the East and West bascule leaves between CG1 and FB4, The braces are 24.5 ft in length and weight 358 Lbs. Based on Pay item #460-1-5 @ \$14.47 per Lb. the cost would be \$5,180.26 per brace. Gusset plates may be required depending on the deterioration. I have not had access to verify their condition. Please let me know if you require any further information.

Michael Misiaszek

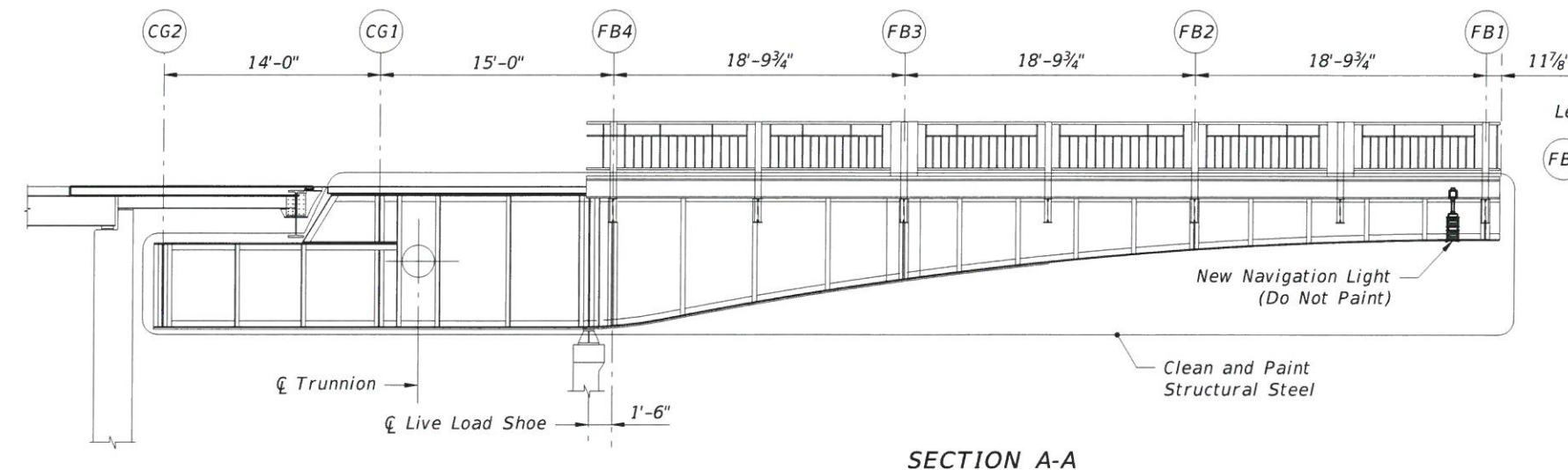
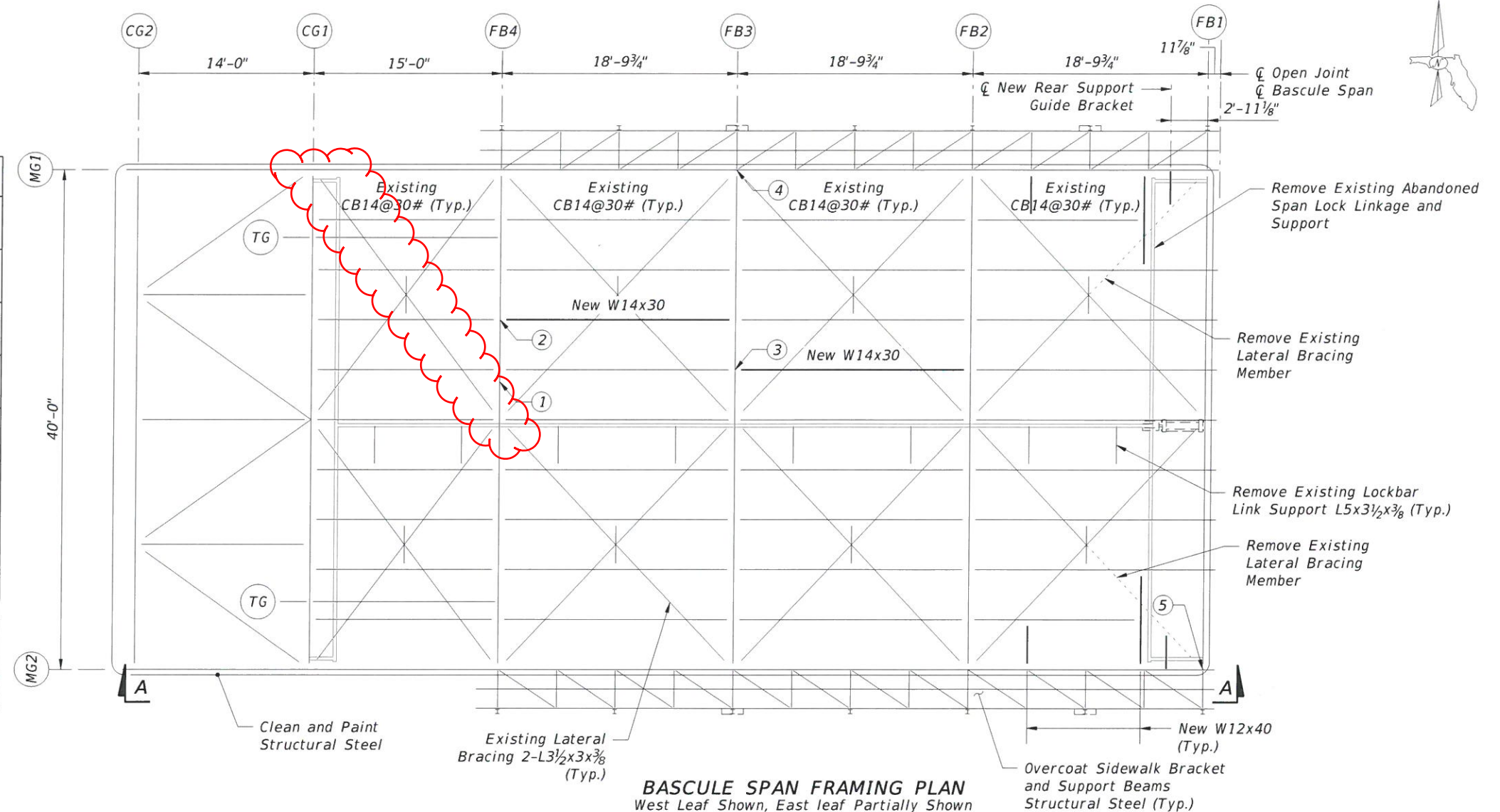
Hardesty & Hanover

954 -999-2124

DEFICIENCY NO.	DESCRIPTION OF DEFICIENCY
1	Severe corrosion with section loss along floorbeam 4 bottom flange
2	Severe corrosion and section loss at bottom of stringer web.
3	Severe corrosion and section loss along stringer web.
4	Long crack at end of mid-span lateral gusset plate.
5	Corrosion with missing rivets along connection adjacent to floorbeam.
6	Main Girder exterior vertical stiffener bent over a 6 inch long area.
7	Outside face of top flange connection missing rivets.
8	Vertical crack along stringer web extending to bottom flange cope.
9	Rivet connections between stringers along floorbeam have section loss.
* See Sheet No. BL-10 for Repair Details	



- NOTES:
1. Do not paint new roadway grating.
 2. Do not paint existing aluminum planks.
 3. Pay for work to clean and paint existing steel under Pay Item No. 561-1, Coating Existing Structural Steel.
 4. Pay for work to install new structural steel under Pay Item No. 460-1-5, Structural Steel - Rehabilitation (Bascule Leaf).



- Legend of Existing Members:
- FB1 - FB3 CB 36@150#
 - FB4 1 Web Plate 103"x1/2" 4-L6x4x1/2
 - CG1 1 Web Plate 102"x7/16" 4-L6x6x5/8
 - CG2 1 Web Plate 64 1/2"x3/8" 4-L6x6x3/8
 - TG 1 Web Plate 103"x1/2" 4-L6x4x1/2

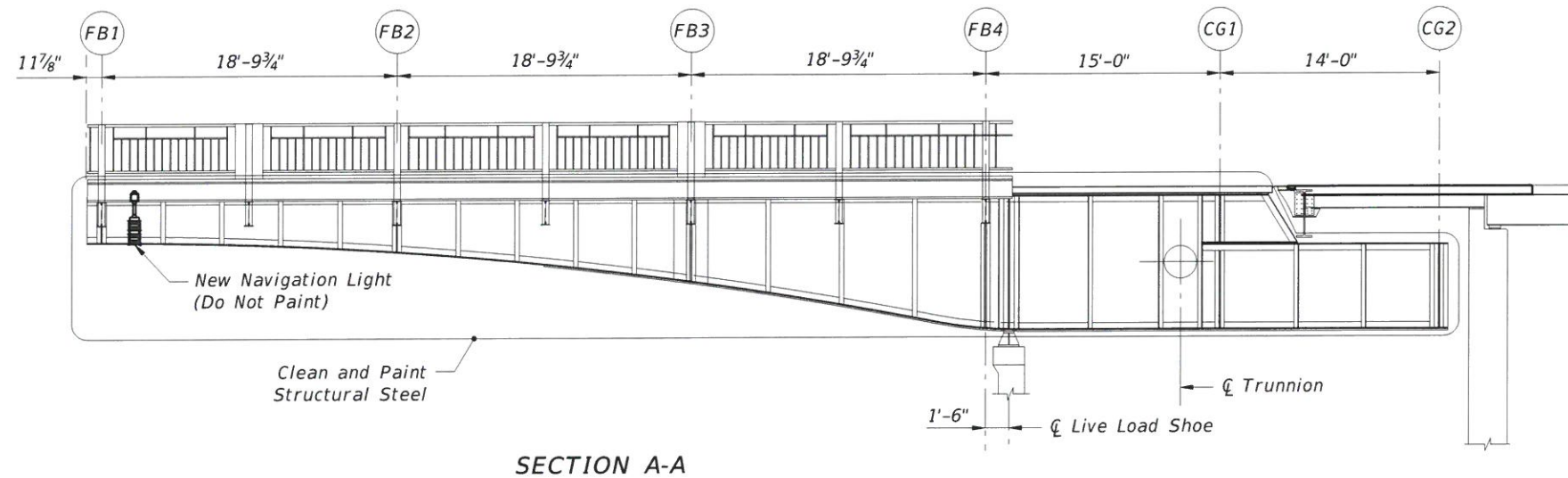
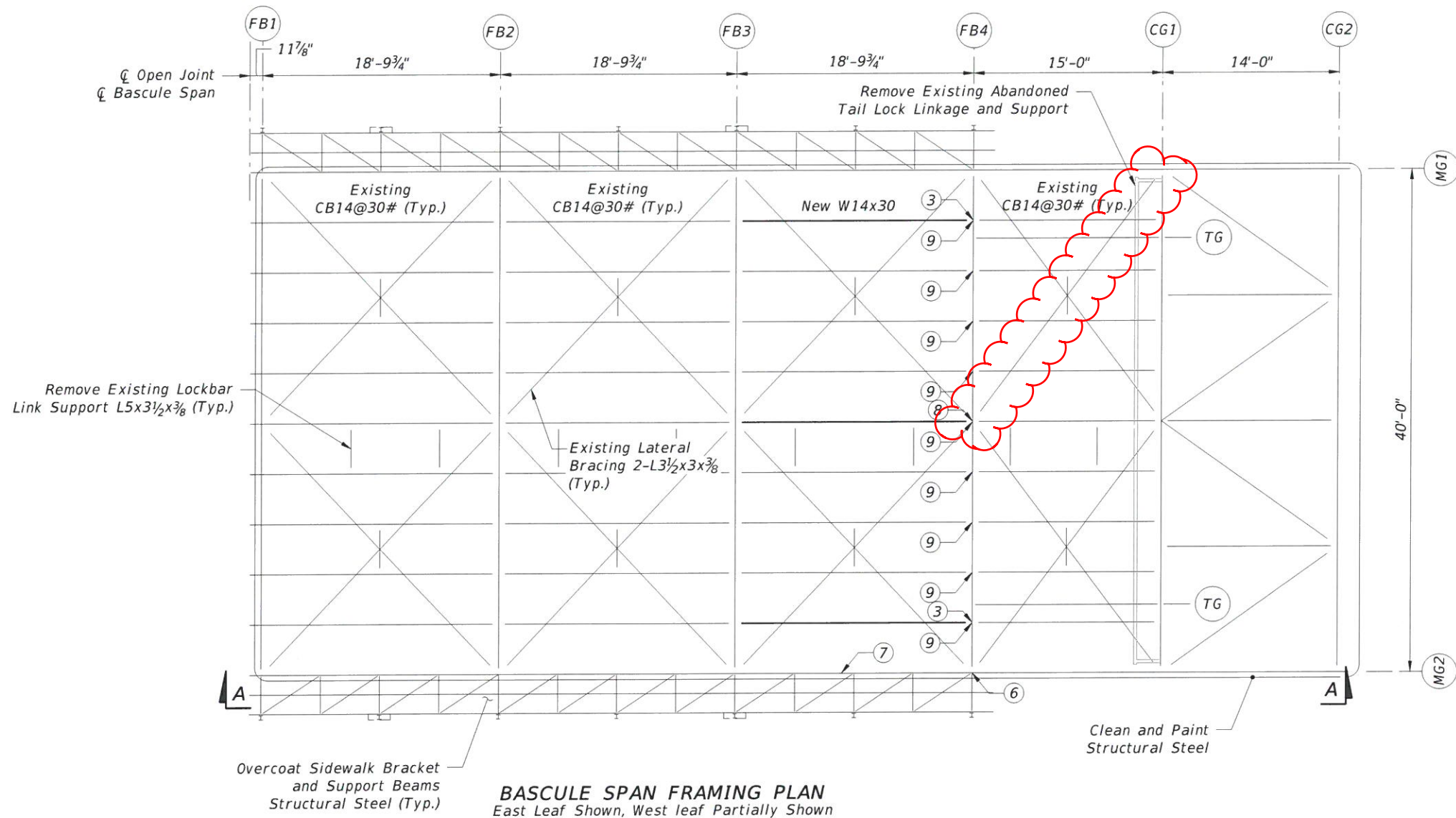
Bridge No. 875101

REVISIONS						 HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 544 SUNRISE, FLORIDA 33323 Timothy J. Noles, P.E. #49891 Certificate of Authorization #29741	TOWN OF BAY HARBOR ISLANDS			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					BASCULE SPAN FRAMING PLAN (1 OF 2)		BL-2
							ROAD NO.	COUNTY	PROJECT ID	PROJECT NAME:	SHEET NO.	
							922	MIAMI-DADE	BC142	BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY	B1-51	

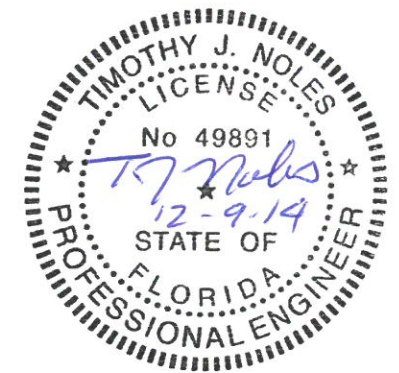
shedge

12/9/2014 11:02:55 AM

G:\PROJECTS\2286.01_Bay_Harbor_Rehabilitation\CADD_Rev02\struct\B1BL-FramingPlan01.DG



NOTES:
1. See Dwg. No. BL-2 for Deficiency Table.



Bridge No. 875101

REVISIONS						 HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 544 SUNRISE, FLORIDA 33323 Timothy J. Noles, P.E. #49891 Certificate of Authorization #29741	TOWN OF BAY HARBOR ISLANDS			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					BASCULE SPAN FRAMING PLAN (2 OF 2)		BL-3
							ROAD NO.	COUNTY	PROJECT ID	PROJECT NAME:	SHEET NO.	
							922	MIAMI-DADE	BC142	BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY	B1-52	

shedge

12/9/2014 11:02:56 AM G:\PROJECTS\2286.01 Bay Harbor Rehabilitation\CADD Rev02\struct\1\B1BL-frameplan01.DG



080 - west leaf north crass brace.JPG



081 - corner gusset.JPG

Change Order

No. 018

Date of Issuance: May 17, 2016

Effective Date: August 18, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Extra work to remove additional sidewalk concrete as a result of the Engineer of Record's response to RFI-010

Attachments (list documents supporting change):

1. Original Contract Plan Sheet BL-15; 2. RFI-010; 3. T&M sheets for south sidewalk removal. Amount doubled to include north sidewalk removal.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 017 :

\$ 885,038.50

Contract Price prior to this Change Order:

\$ 12,352,652.68

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 14,382.00

Contract Price incorporating this Change Order:

\$ 12,367,034.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

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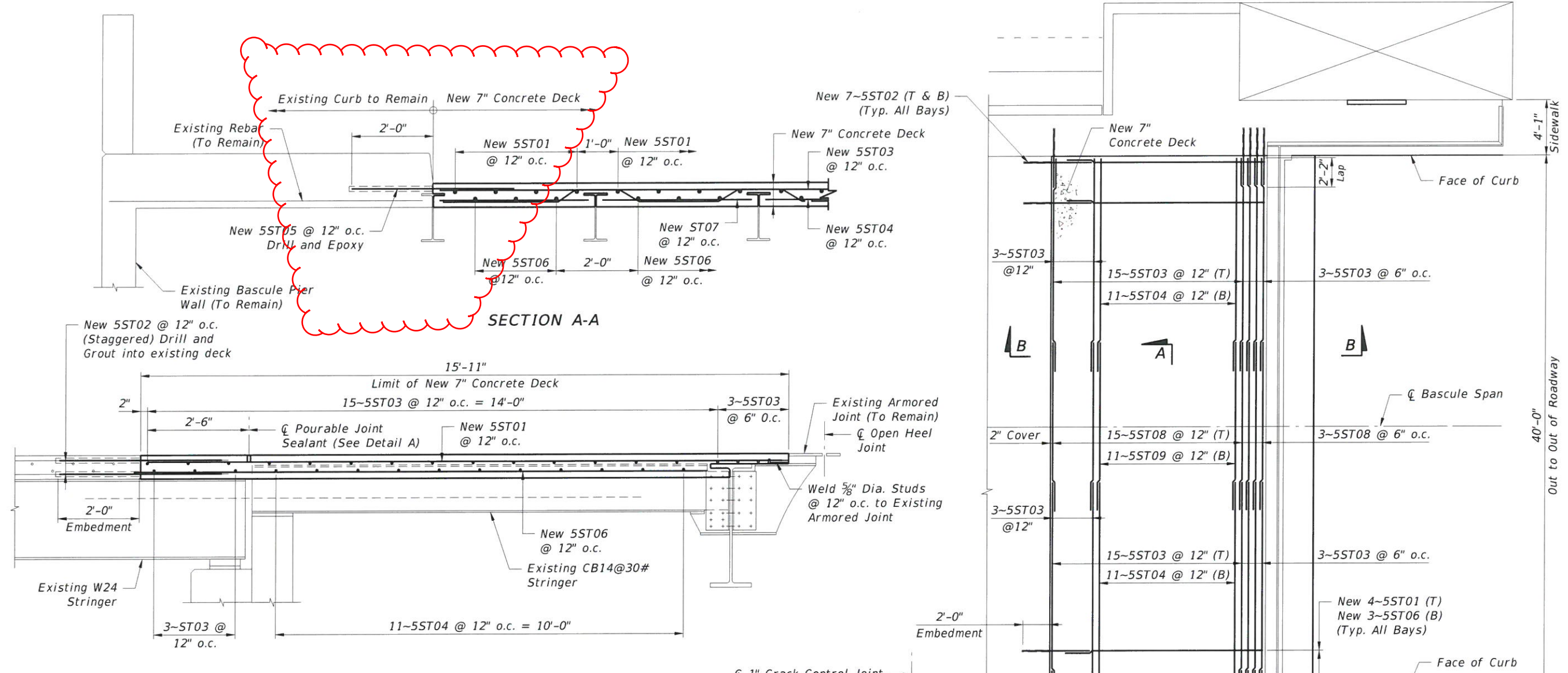
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B. COMPLETING THE CHANGE ORDER FORM

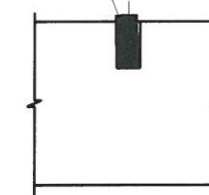
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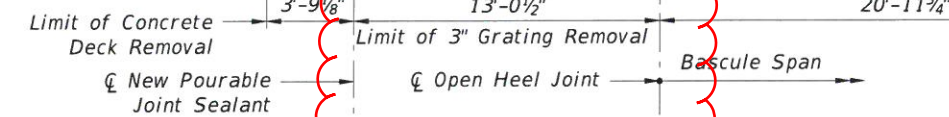
If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



SIZE	MARK	LENGTH	NO. BARS REQ'D	TYPE	STYLE	B	C	D	E	F	H	J	K	N	φ
					A G										
LOCATION : DECK OVER COUNTERWEIGHT BAR LIST															NO. REQUIRED : 2
5	ST01	15'-7"	40	1		15'-7"									
5	ST02	4'-0"	70	1		4'-0"									
5	ST03	15'-9"	42	1		15'-9"									
5	ST04	15'-9"	22	1		15'-9"									
5	ST05	4'-0"	36	1		4'-0"									
5	ST06	14'-1"	30	1		14'-1"									
5	ST07	3'-8"	110	1		3'-8"									
5	ST08	12'-6"	21	1		12'-6"									
5	ST09	12'-5"	11	1		12'-5"									



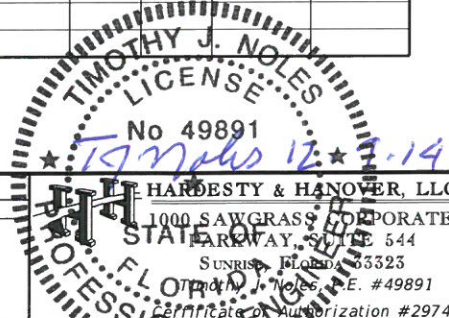
DETAIL A



BASCULE SPAN DECK PLAN
(West Leaf Shown, East Leaf Similar)

Bridge No. 875101

REVISIONS															
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION										



DRAWN BY: BG 5-14			TOWN OF BAY HARBOR ISLANDS			SHEET TITLE: BASCULE SPAN DECK OVER COUNTERWEIGHT			REF. DWG. NO. BL-15	
CHECKED BY: SH 5-14			ROAD NO. 922			PROJECT ID: BC142			SHEET NO. B1-64	
DESIGNED BY: BG 5-14			COUNTY: MIAMI-DADE			PROJECT NAME: BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY				
CHECKED BY: TN 5-14										

HARDESTY & HANOVER, LLC

Consulting Engineers since 1887
1000 Sawgrass Corporate Parkway, Ste. 544
Sunrise, FL 33323

Ph: (954) 835-9119 Fax: (954) 835-9130

E-Mail: abanz@hardesty-hanover.com

TO: M&J Construction Company of Pinellas County
809 S. Safford Ave
Tarpon Springs, FL 34689

LETTER OF TRANSMITTAL

DATE: 3/16/2015	JOB NO. 2286.01
ATTENTION:	Jose Gonzales - Project Engineer
RE:	
Project ID: BC 142	
Miami Dade County SR 922	
RFI	

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via _____ the following items:

☒ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

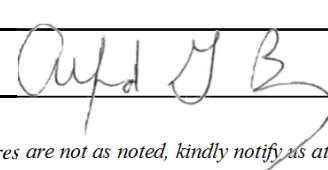
COPIES	DATE	NO.	DESCRIPTION	DISPOSITION
1	02/20/15	217-024	217-RFI-010 Bascule Pier Deck Configuration	

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ For bids use _____ ☐ Prints returned after loan to us

REMARKS:

FROM: Al Banz, PE

SIGNED: 

COPY

TO: _____

If enclosures are not as noted, kindly notify us at once.

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-024

February 20th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: // FedEx ☒ Email // US Mail // Hand Deliver

 ☒ Attached /_ / Shop Drawings /_ / Plans /_ / Specifications /_ / Copy of Letter

COPIES	DATE	NO.	DESCRIPTION
1	20 Feb 15	217-RFI-010	217-RFI-010 Request for Information
			Bascule Pier Deck Configuration

THESE ARE TRANSMITTED as checked below:

/ ☒ / for approval /_ / Approved as submitted /_ / For your use
/_ / As Requested /_ / Returned for corrections

Remarks: _____

Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer

Request for Information

RFM #

217-RFI-010

M & J Construction Company of Pinellas County, Inc.809 S. Safford Avenue
Tarpon Springs, FL 34689Phone 727-938-6478
Fax 727-934-4665

TO: Alfred G. Banz, P.E.

FROM: Jose L. Gonzalez

E-MAIL: jgonzalez@mjconstruction.net

Phone/: 727-938-6478 fax 727-934-4665

Project	Town of Bay Harbor Islands	Date of Request	20 Feb 15
Contract	BC-142	Date of Response	
RE:	Bascule Pier Deck Configuration	Date Required or ASAP	ASAP
Drawing #	B1-64 / BL-15		
Spec #/Section			

Describe conflict encountered or information/clarification required:

Please see attached Seacoast, Inc. (Subcontractor) RFI No. SI-09

M & J Construction Recommends the following:

If information not received by days the following action will be taken:**Schedule Impact:** ☐ YES ☐ NO # Days
See note below.**Cost Impact:** ☐ YES ☐ NO

Depends on what answer is.

Approved By: Jose L. Gonzalez

Title: Project Engineer

Date: 20th February 2015

Notes:

Job Name: Broad Causeway Bascule Rehabilitation	RFI #: SI-09
Project # BC142	SI Job #: 1206
Owner: Town of Bay Harbor Islands	
General Contractor: M&J Construction	
To: Brian M. Reilly	Date: Feb. 20, 2015
From: Randy Johnson	

Note: When RFI's are submitted via e-mail, the request and reply must be assigned an RFI # and copy attached

Request:

Reference Sheet B1-64 (Dwg. BL-15)

The steel grating used to form the bascule pier deck (bascule span deck above counterweight) was found to extend approximately 2 feet past the outboard beam on each side transversely. It is 5 3/16" deep grating and sits on top of the beams. The thicker sidewalk deck is above it.

This means that if the detail will still be to remove the deck just inside each curb, it will have to be cut and will not just lift out after the welds are removed from the beams.

Please confirm that the repair detail shown on BL-15 will still work, with the remaining portions of the filled grating in place.

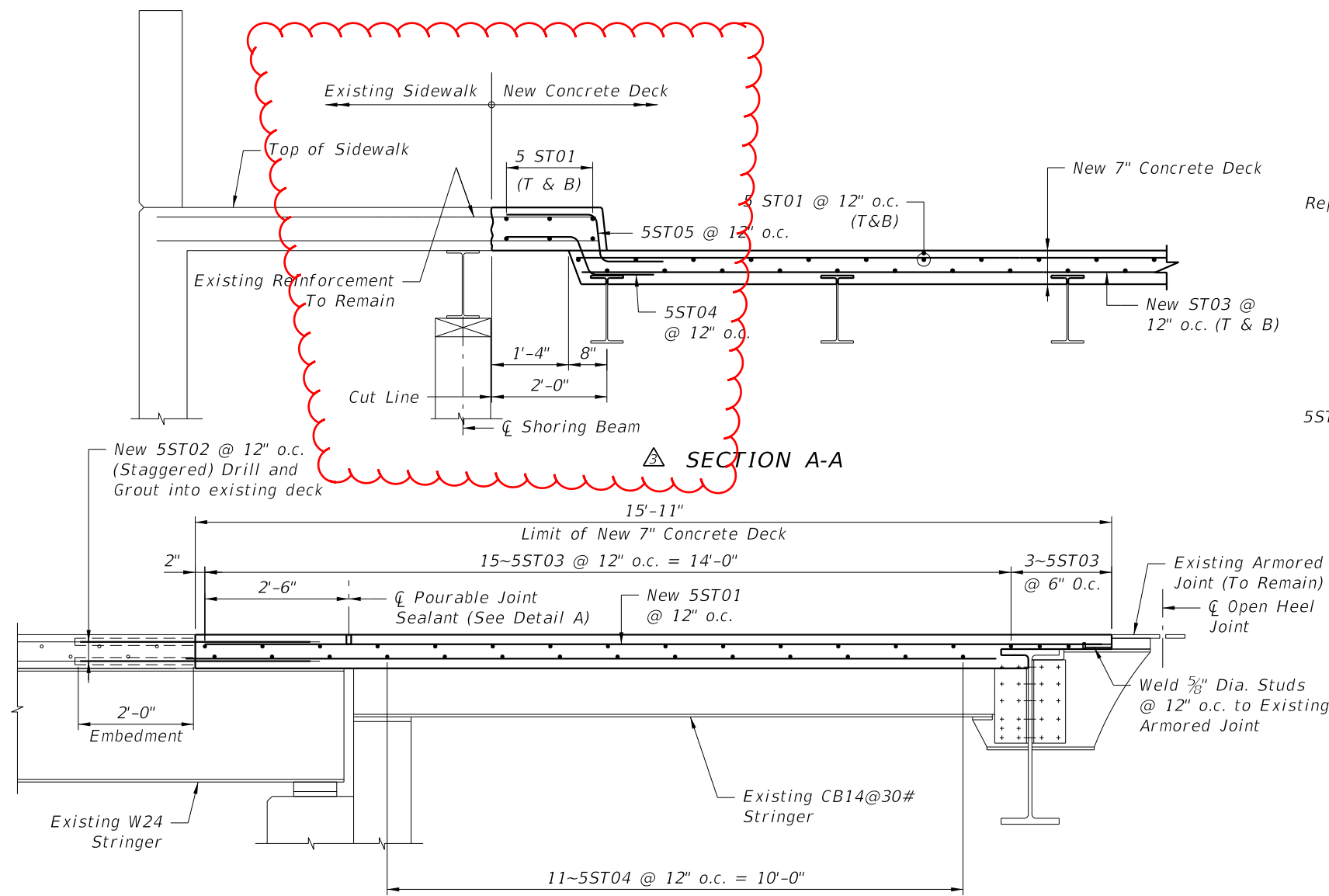
Please confirm that the dowels can be drilled and grouted into the existing deck as shown when the deck will be filled grating, topped by concrete.

Attachments:**By: Randy Johnson****Date: Feb. 20, 2015****Reply:**

Remove the 2 feet of steel grating that extend past the outboard beam and the sidewalk supported. Instal new 2 feet of sidewalk and new deck over counterweight.

Lap New 5ST04 and 5ST05 bars with the existing sidewalk reinforcement. See attached revised plan sheet.

Attachments: yes**By:** SH**Date:** 3/16/15

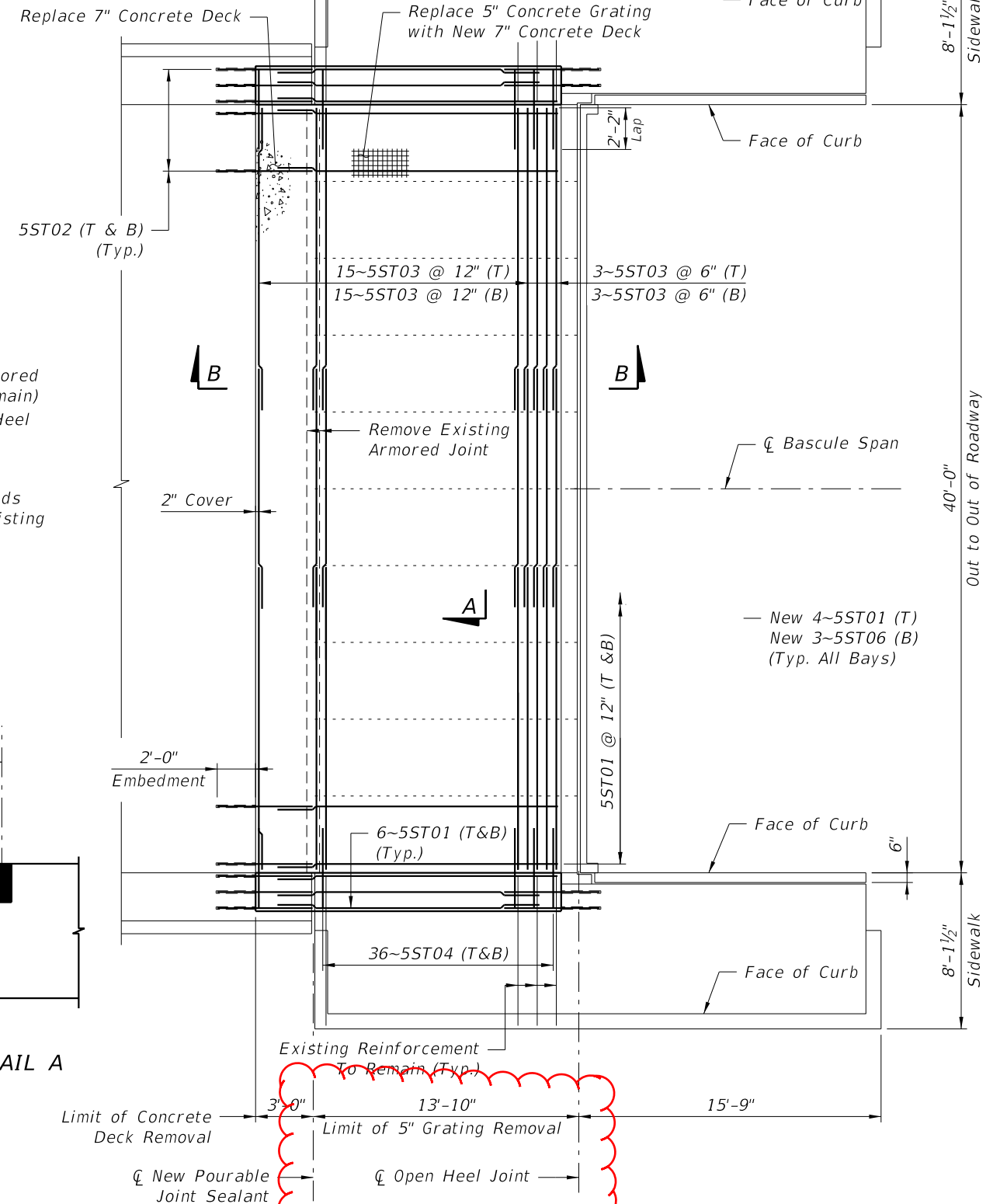


SECTION B-B
(New Section)

1" Crack Control Joint
Pourable Joint Sealant

△																
S J E	M A R K	LENGTH	NO. BARS REQ'D	T Y P E	STYLE		B	C	D	E	F	H	J	K	N	φ
					A	G										
LOCATION : DECK OVER COUNTERWEIGHT BAR LIST																
NO. REQUIRED : 2																
5	ST01	15'-7"	92	1			15'-7"									
5	ST02	4'-0"	92	1			4'-0"									
5	ST03	14'-6"	108	1			14'-6"									
5	ST04	3'-7 ⁷ / ₈ "	72	28			1'-3"	1'-6"	3"	7 ⁷ / ₈ "						
5	ST05	3'-7 ³ / ₄ "	72	28			1'-7"	1'-2"	1"	9 ³ / ₄ "						

DETAIL A

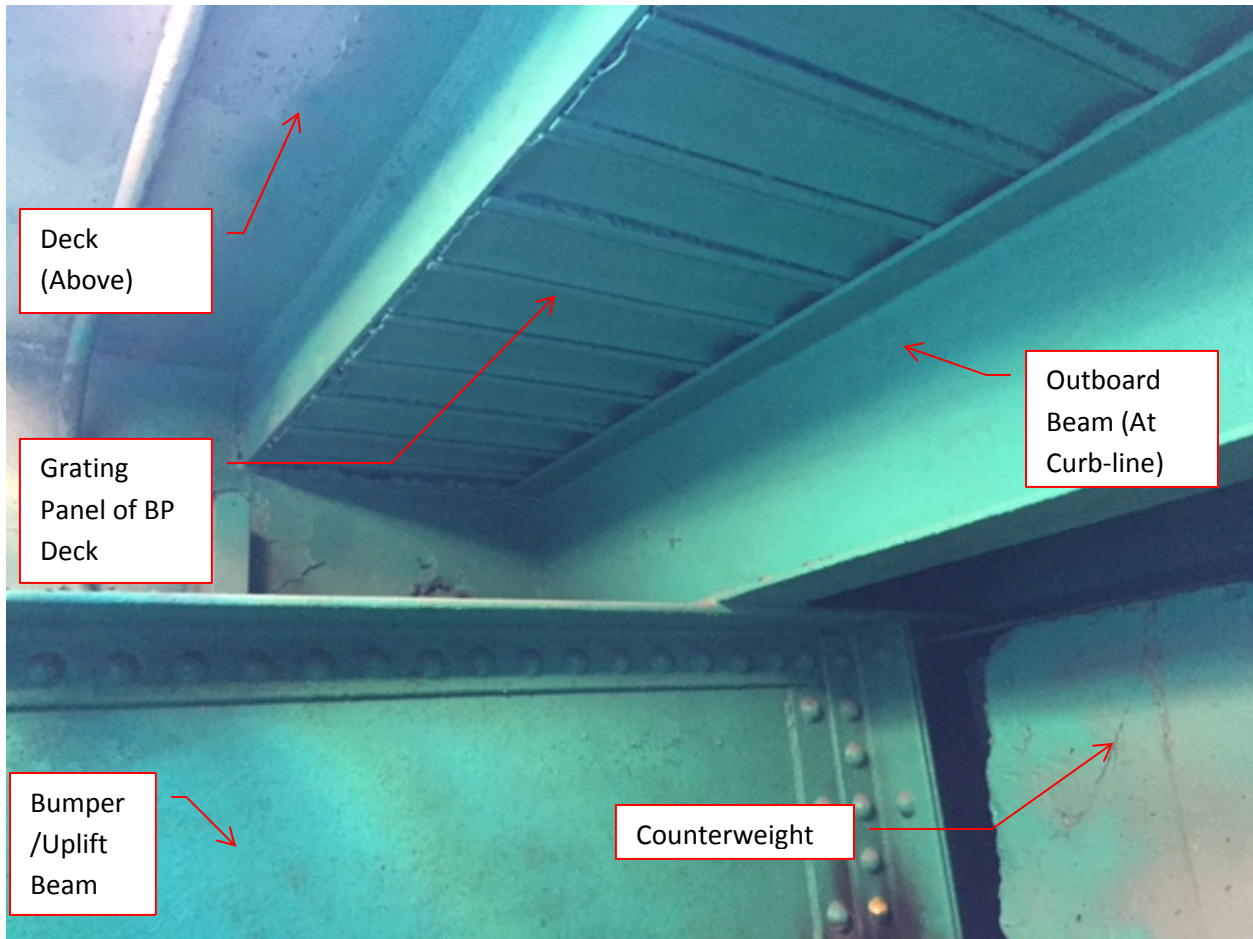


BASCULE SPAN DECK PLAN
(West Leaf Shown, East Leaf Similar)

Change Order # 018, Supporting Document 2 of 3, Page 5 of 7

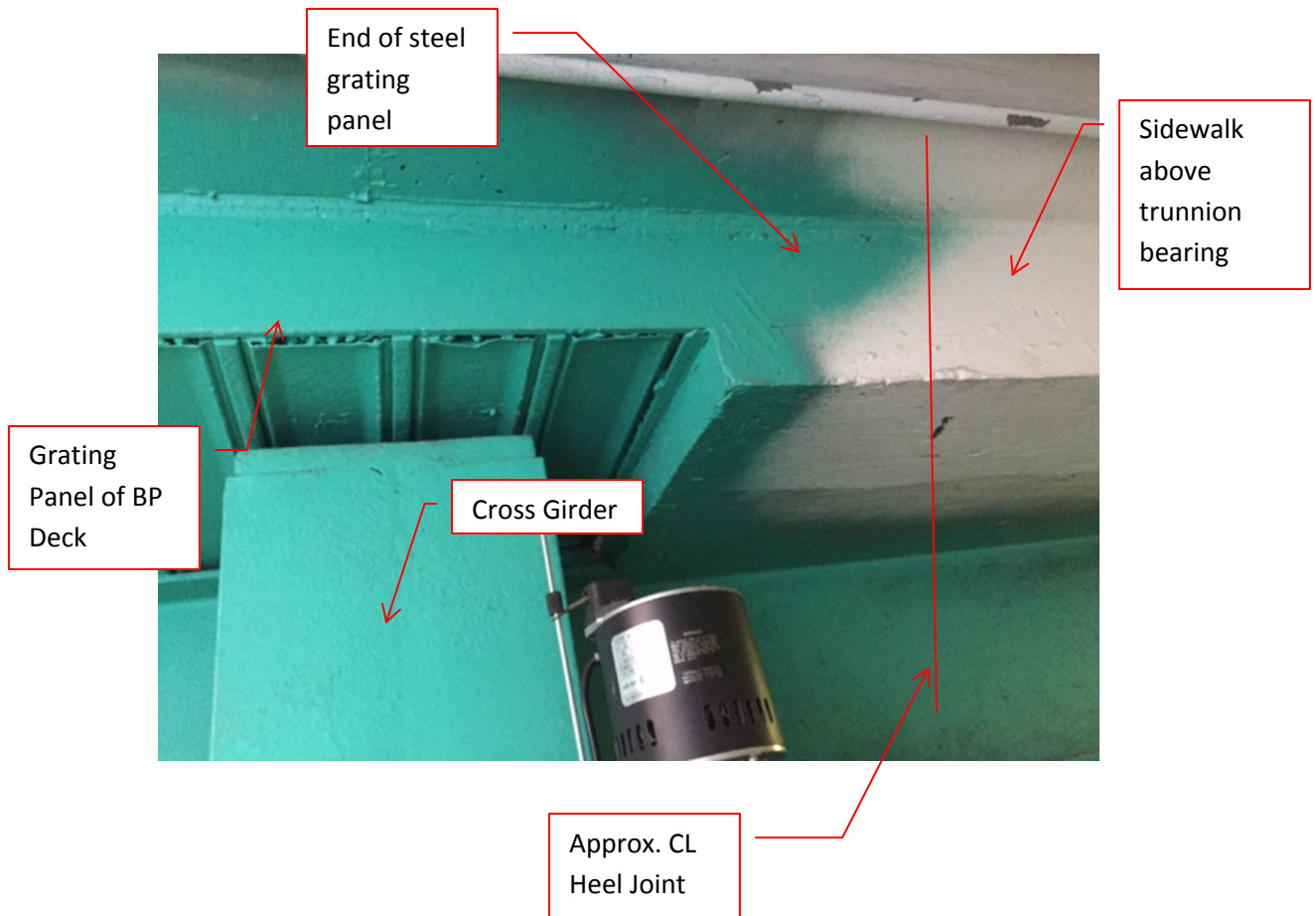
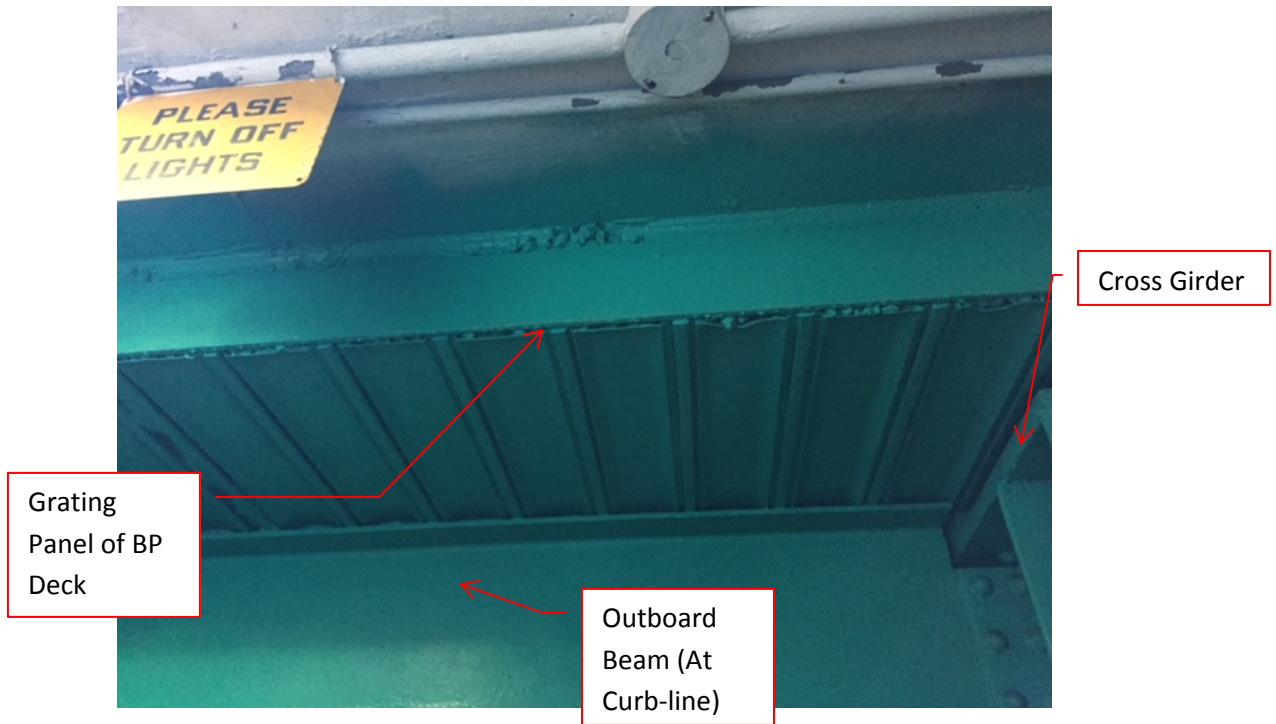
Bridge No. 875101

REVISIONS						HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 544 SUNRISE, FLORIDA 33323 Timothy J. Noles, P.E. #49891 Certificate of Authorization #29741	DRAWN BY: BG 5-14 CHECKED BY: SH 5-14 DESIGNED BY: BG 5-14 CHECKED BY: TN 5-14	TOWN OF BAY HARBOR ISLANDS			SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	PROJECT ID		
3-16-15	SWH	Deck over Counterweight Modification						922	MIAMI-DADE	BC142	BASCULE SPAN DECK OVER COUNTERWEIGHT	BL-15
BROAD CAUSEWAY BASCULE BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY												SHEET NO.
												B1-64



UNDERSIDE SIDEWALK/DECK OF BASCULE PIER

VIEWED FROM TRUNNION, TOWARD COUNTERWEIGHT OUTBOARD OF OUTER BEAM



Town of Bay Harbor
Broad Causeway Bridge
Contract #

M&J Construction Company of Pinellas County, Inc

8/19/2015

Sidewalk Removal on 08/19/15

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Sidewalk Removal on 8/19/15									
Foreman	1	\$ 55.00	3.00		\$ 165.00	-	\$ 165.00	\$ 56.05	\$ 221.05
Skilled Worker	3	\$ 30.00	30.00		\$ 900.00	-	\$ 900.00	\$ 264.60	\$ 1,164.60
Skilled Worker	1	\$ 30.00	3.00		\$ 90.00	-	\$ 90.00	\$ 26.46	\$ 116.46
Laborer	1	\$ 22.00	10.00		\$ 220.00		\$ 220.00	\$ 64.68	\$ 284.68
			46.00						
Total Labor									\$ 1,786.79

EQUIPMENT:		Total Rate	Reg. Hrs.	50% Standby	Total Cost
375 Compressor	1	\$ 26.39	10.00		\$ 263.90
4K Generator	1	\$ 4.60	10.00		\$ 46.00
Small Tools & Supplies	1	\$ 2.50	46.00		\$ 115.00
Chipping Guns	4	\$ 1.06	40.00		\$ 42.40
Barge	2	\$ 4.32	10.00		\$ 43.20
Lull	1	\$ 46.53	4.00		\$ 186.12
Debris Bucket	1	\$ 4.00	3.00		\$ 12.00
Skully Boat	1	\$ 55.04	4.00	2.00	\$ 212.16
Total Equipment					\$ 920.78

MATERIALS:		Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
Total Materials							\$ -

MARKUP:		Cost	Markup %	Markup	Total Cost
Labor	\$	1,786.79	17.50%	\$312.69	\$ 2,099.48
Equipment	\$	920.78	17.50%	\$161.14	\$ 1,081.92
Materials	\$	-	17.50%	\$0.00	\$ -
Total					\$ 3,181.40 Total

Town of Bay Harbor
Broad Causeway Bridge
Contract #

M&J Construction Company of Pinellas County, Inc

8/20/2015

Sidewalk Removal on 08/20/15

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Sidewalk Removal on 08/20/15									
Foreman	1	\$ 55.00	3.00		\$ 165.00	-	\$ 165.00	\$ 56.05	\$ 221.05
Skilled Worker	3	\$ 30.00	24.00		\$ 720.00	-	\$ 720.00	\$ 211.68	\$ 931.68
Skilled Worker	1	\$ 30.00	2.00		\$ 60.00	-	\$ 60.00	\$ 17.64	\$ 77.64
Laborer	1	\$ 22.00	8.00		\$ 176.00		\$ 176.00	\$ 51.74	\$ 227.74
			37.00						
Total Labor									\$ 1,458.11

EQUIPMENT:		Total Rate	Reg. Hrs.	Total Cost
375 Compressor	1	\$ 26.39	8.00	\$ 211.12
4K Generator	1	\$ 4.60	8.00	\$ 36.80
Small Tools & Supplies	1	\$ 2.50	8.00	\$ 20.00
Chipping Guns	4	\$ 1.06	32.00	\$ 33.92
Plywood Barge	1	\$ 4.32	8.00	\$ 34.56
Lull	1	\$ 46.53	4.00	\$ 186.12
Skully Boat	1	\$ 55.04	4.00	\$ 220.16
Pick-up Truck	1	\$ 23.00	8.00	\$ 184.00
Total Equipment				\$ 926.68

MATERIALS:	Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
Total Materials						\$ -

MARKUP:	Cost	Markup %	Markup	Total Cost
Labor	\$ 1,458.11	17.50%	\$255.17	\$ 1,713.28
Equipment	\$ 926.68	17.50%	\$162.17	\$ 1,088.85
Materials	\$ -	17.50%	\$0.00	\$ -
Total				\$ 2,802.13

Town of Bay Harbor
Broad Causeway Bridge
Contract #

M&J Construction Company of Pinellas County, Inc

8/21/2015

Sidewalk Removal on 08/21/15

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Sidewalk Removal on 08/21/15									
Foreman	1	\$ 55.00	1.00		\$ 55.00	-	\$ 55.00	\$ 18.68	\$ 73.68
Skilled Worker	3	\$ 30.00	7.50		\$ 225.00	-	\$ 225.00	\$ 66.15	\$ 291.15
Laborer	1	\$ 22.00	2.50		\$ 55.00		\$ 55.00	\$ 16.17	\$ 71.17
			11.00						
Total Labor									\$ 436.00

EQUIPMENT:		Total Rate	Reg. Hrs.	Total Cost
375 Compressor	1	\$ 26.39	2.50	\$ 65.98
4K Generator	1	\$ 4.60	2.50	\$ 11.50
Small Tools & Supplies	1	\$ 2.50	11.00	\$ 27.50
Chipping Guns	4	\$ 1.06	10.00	\$ 10.60
Plywood Barge	1	\$ 4.32	2.50	\$ 10.80
Lull	1	\$ 46.53	4.00	\$ 186.12
Skully Boat	1	\$ 55.40	4.00	\$ 221.60
Pick-up Truck	1	\$ 23.00	2.50	\$ 57.50
Total Equipment				\$ 591.60

MATERIALS:	Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -	\$ -
Total Materials						\$ -

MARKUP:	Cost	Markup %	Markup	Total Cost
Labor	\$ 436.00	17.50%	\$76.30	\$ 512.30
Equipment	\$ 591.60	17.50%	\$103.53	\$ 695.12
Materials	\$ -	17.50%	\$0.00	\$ -
Total				\$ 1,207.42 Total

Change Order

No. 019

Date of Issuance: May 21, 2016

Effective Date: August 21, 2016

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Modify new galvanized steel open deck grating for the ICWW bascule leafs to facilitate access to the new span lock components. Original design was not manageable for to individuals to remove without the use of a crane truck.

Attachments (list documents supporting change):

1. Original shop drawings for new bridge deck grating; 2. Cost proposal and grating modification to make removal possible without heavy equipment.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 018 :

\$ 899,420.50

Contract Price prior to this Change Order:

\$ 12,367,034.68

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 12,540.00

Contract Price incorporating this Change Order:

\$ 12,379,574.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

HARDESTY & HANOVER, LLC

Consulting Engineers since 1887
1000 Sawgrass Corporate Parkway, Ste. 544
Sunrise, FL 33323

Ph: (954) 835-9119 Fax: (954) 835-9130

E-Mail: abanz@hardesty-hanover.com

TO: M&J Construction Company of Pinellas County
809 S. Safford Ave
Tarpon Springs, FL 34689

LETTER OF TRANSMITTAL

DATE: 3/18/2015	JOB NO. 2286.01
ATTENTION:	Jose Gonzales - Project Engineer
RE:	
Project ID: BC 142	
Miami Dade County SR 922	
Shop Drawings	

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

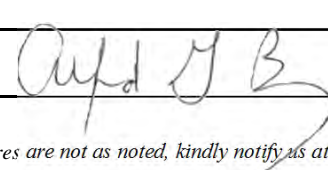
COPIES	DATE	NO.	DESCRIPTION	DISPOSITION
1	02/25/15	217-041	217-Sub-013 rev 1 Steel Roadway Floor 5" Shop Dwg	Approved

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ For bids use _____ ☐ Prints returned after loan to us

REMARKS:

FROM: Al Banz, PE

SIGNED: 

COPY

TO: _____

If enclosures are not as noted, kindly notify us at once.



**Hardesty
& Hanover**
engineering that moves you

TO: **Mr. Alfred G. Banz, P.E.**
Hardesty & Hanover, LLC
1000 Sawgrass Corp. Pkwy, Suite 578,
Sunrise, FL 33323

LETTER OF TRANSMITTAL

DATE: 3/17/2015	JOB NO. 2286.03
ATTENTION:	Mr. Alfred G. Banz, P.E.
	954-368-6331
RE:	<i>Town of Bay Harbor Post Design</i>
	<i>Broad Causeway Bridge</i>
	217-013R1 Steel Roadway Floor Grating

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order

COPIES	DATE	NO.	DESCRIPTION	
1	03/17/15		217-013R1 Steel Roadway Floor Grating	Approved

THESE ARE TRANSMITTED as checked below:

☐ For approval ☒ Approved as submitted ☐ Resubmit _____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ Prints returned after loan to us

☐ For bids use

REMARKS:

FROM: Steve Hedge

SIGNED: _____

COPY TO: _____

If enclosures are not as noted, kindly notify us at once.

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-041

March 11th, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: *Via:* // FedEx ☒ Email // US Mail // Hand Deliver

☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

COPIES	DATE	NO.	DESCRIPTION
1	11 Mar 15	217-SUB-013_R1	Submittal 217-SUB-013 Steel Roadway Floor 5" Shop Drawings Revision 1
			LB Foster Transmittal Letter
			Steel Roadway Floor Shop Drawings

THESE ARE TRANSMITTED as checked below:

☒ / for approval ☐ / Approved as submitted ☐ / For your use
☐ / As Requested ☐ / Returned for corrections

Remarks: Pay Items: 504-1-1 & 504-1-2

Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer

Transmittal**For Approval****LBF Job Number: SD0549**

Project: Broad Causeway Bascule

To: M & J Construction Co.
809 S Safford Ave
Tarpon Springs, FL 34689Attn: **Brian Reilly**

Phone: 727-938-6478

Fax: 727-934-4665

Email: breilly@mjconstruction.net

Please see attached shop drawings for review and approval.

After review, please return at least one set via either email or hard copy. EACH returned drawing shall be stamped with status, date, reviewer's name and company. Once all drawings have the proper approval, LB Foster will release the job to its plant for fabrication.

Should you have any questions, please feel free to contact me anytime.

Thank you.

We are sending you the following prints:

Delivery: Email (PDF)

Copies	Drawing Number	Revision	Submittal
Email	GN-1 General Notes	1	2nd
Email	LB1 5-3/16" DIAG w/ Bike Path Standards	0	2nd
Email	LB2 RB8.2 HF Standards	0	2nd
Email	LB3 Shop Welds	0	2nd
Email	LBE1 West Leaf Plan View - Open Decking	1	2nd
Email	LBE2 East Leaf Plan View - Open Decking	0	2nd
Email	LBE3 West & East Leaf Plan View - Concrete Filled	0	2nd
Email	LBE4 Cross Sections	0	2nd
Email	LBE5 Sections	0	2nd
Email	LBE6 Removable Panel Plan	0	1st
Email	WS-1 Type A Panel Assembly	0	2nd
Email	WS-2 Type B Panel Assembly	0	2nd
Email	WS-3 Type C Panel Assembly	0	2nd
Email	WS-4 Type D Panel Assembly	0	2nd
Email	WS-5 Type E Panel Assembly	0	2nd
Email	WS-6 Type F Panel Assembly	0	2nd
Email	WS-7 Type G Panel Assembly	0	2nd
Email	WS-8 Type H Panel Assembly	0	2nd
Email	WS-9 Type J Panel Assembly	0	2nd
Email	WS-10 Type K Panel Assembly	0	2nd
Email	WS-11 Type L Panel Assembly	0	2nd
Email	WS-12 Type M Panel Assembly	0	2nd

Broad Causeway Bascule

Email	WS-13 Type N Panel Assembly	1	2nd
Email	WS-14 Type P Panel Assembly	1	2nd
Email	WS-15 Type R Panel Assembly	1	2nd
Email	WS-16 Type S Panel Assembly	1	2nd
Email	WS-17 Type T Panel Assembly	1	2nd
Email	WS-18 Type U Panel Assembly	1	2nd
Email	WS-22 Type Y Panel Assembly	0	2nd
Email	WS-23 Type Z Panel Assembly	0	2nd
Email	WS-24 Type AB Panel Assembly	0	2nd
Email	WS-25 Type AC Panel Assembly	0	2nd
Email	WS-26 Type AD Panel Assembly	0	2nd
Email	WS-27 Type AE Panel Assembly	0	2nd
Email	WS-28 Type RA Removable Panel Assembly	0	1st
Email	WS-29 Type RB Removable Panel Assembly	0	1st
Email	WS-30 Type RC Removable Panel Assembly	0	1st
Email	WS-31 Type RD Removable Panel Assembly	0	1st

PLEASE EXPEDITE APPROVAL. Return stamped or signed prints via email or hard copy for each drawing submitted for approval, or comments indicated thereon. NOTE: Production will not proceed until drawings are returned 'APPROVED' to L.B. Foster Company.

Respectfully,
Edward Coholich
Edward Coholich

CC:Michael Fix

GENERAL NOTES:

- 1) MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH BGFMA STANDARDS, STANDARD LB FOSTER SHOP PRACTICES, FDOT STRUCTURES MANUAL DATED JANUARY 2011 AND SUBSEQUENT STRUCTURES DESIGN BULLETINS, AASHTO LFD BRIDGE DESIGN SPECIFICATIONS 17th. EDITION 2002, AND CONTRACT DOCUMENTS.
- 2) SHOP WELDING SHALL BE PERFORMED BY THE GAS METAL ARC PROCESS (MIG) USING ER70S-3 FILLER METAL PER AWS D1.5 OF THE BRIDGE WELDING CODE.
- 3) AFTER FABRICATION, GRID PANELS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123. DUE TO THE GALVANIZING PROCESS, PANELS MAY HAVE SOME DISTORTION AND SIDE SWEEP WHICH WILL REQUIRE ADJUSTMENT BY THE CONTRACTOR PRIOR TO INSTALLATION.
- 4) FOR ANY DECKING PANELS HAVING BOLT DOWN PLATES, THE PANELS THEMSELVES SHALL BE USED AS TEMPLATES FOR DRILLING ANY MATCHING HOLES IN THE UNDERLYING STEEL. THIS HAS PROVEN TO BE THE ONLY RELIABLE WAY TO ENSURE THAT THE MATCHING HOLES LINE UP IN THE FIELD. BECAUSE OF THE ALLOWABLE PANEL TOLERANCES, TOLERANCES ALLOWED FOR UNDERLYING STEEL AND OTHER TOLERANCES IN FABRICATION THAT MAY BE ALLOWED. PREDRILLING OF THE MATING HOLES FOR THE DECKING BOLT DOWN PLATES WILL MOST OFTEN BE CAUSE FOR MISALIGNMENT OF THE HOLES WHEN PANELS ARE FINALLY LAID IN PLACE IN THE FIELD.
- 5) SLIGHT DIMENSIONAL VARIANCES MAY OCCUR ON SOME DIMENSIONS THROUGHOUT THESE DRAWINGS, DUE TO AUTOCAD ROUNDING. THESE VARIANCES ARE TYPICALLY BETWEEN 1/16" AND 1/8".

PAY ITEM: 504-1-1
PAY AREA: 4576 SF

PAY ITEM: 504-1-2
PAY AREA: 1232

LB FOSTER'S FDOT METAL PLANT NUMBER: MM-PA-001

STANDARD PANEL TOLERANCES (BGFMA)	
PANEL WIDTH	+0 -1/8"
PANEL LENGTH	±1/4"
SQUARENESS	±1/2"
TRANSVERSE CAMBER (WIDTH)	.004 x WIDTH
LONGITUDINAL CAMBER (LENGTH)	.003 x LENGTH
SIDE BOW (SWEEP)	.025" x LENGTH (IN FEET)
MAIN BAR VERTICALITY *	.04xH (FULL BAR HEIGHT)
CROSS BAR VERTICALITY *,**	.04xH (FULL BAR HEIGHT)
BAR SPACING *	±1/8" C-C

* NO MORE THAN 1% OF ALL LOCATIONS CAN VIOLATE SPECIFIED TOLERANCE.

** NOT APPLICABLE TO CROSS BARS ENCASED IN CONCRETE.

GENERAL FABRICATION TOLERANCES U.O.N.	
0" - 18"	+/- 1/16"
18" - 60"	+/- 3/32"
60" - 240"	+/- 1/8"
240" +	+/- 3/16"

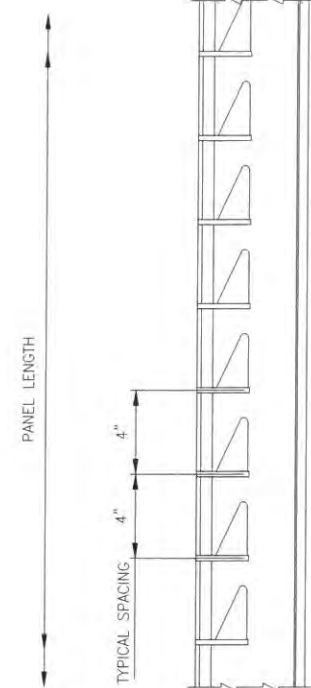
MATERIAL SPECIFICATIONS			
DESCRIPTION	ASTM	ALLOY / GR.	REMARKS
BEARING BARS	A709	GR. 50	GALV'D. WITH PANEL
DIAG., SUPP. AND CROSSBARS	A709	GR. 50	GALV'D. WITH PANEL
TRIM PLATES & ANGLES	A709	GR. 50	GALV'D. WITH PANEL
BOLT DOWN PLATE MATERIAL	A709	GR. 50	GALV'D. WITH PANEL
GRADE OF OTHER STEEL IF NOT OTHERWISE CALLED OUT ABOVE	SAME GRADE AS BEARING BARS		
20 GA. FORM PAN	A1008 or A366		GALV'D. WITH PANEL
16 GA. CLOSURE PAN	A653 G90 MIN.		GALV'D. SHEET STEEL
THREADED ROD	A449 HDG		HDG
HEX NUTS	A563 HDG	DH	HDG
FLAT WASHERS	F436 HDG		HDG

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

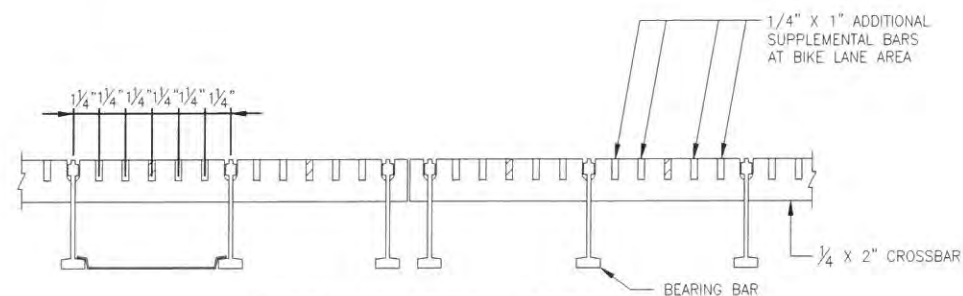
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DATE: 3/17/15 BY: SH
HARDESTY & HANOVER, LLC
ENGINEERING

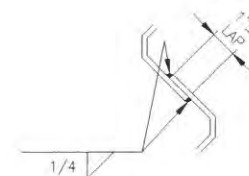
						LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
						FOR: M & J CONSTRUCTION Co		FLORIDA DEPARTMENT OF TRANSPORTATION	
						MIAMI-DADE COUNTY ROAD No. 922 PROJ. BC142		BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY	
						GENERAL NOTES			
						MADE SMS DATE 2/13/15 JOB NO. SD0549			
						CHECK EDC DATE 02/17/15 DRAWING GN-1		REV. NO. ONE	
REV	DESCRIPTION	BY	DATE	CHKD	CHECK	DATE	DATE	DATE	DATE



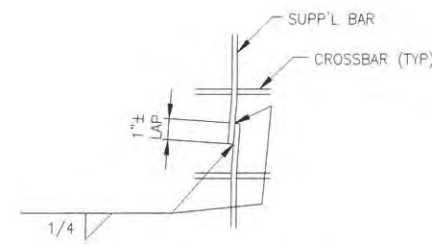
TYPICAL FLOORING DETAILS
(AT DIAGONAL OPEN DECKING - SERRATIONS NOT SHOWN)



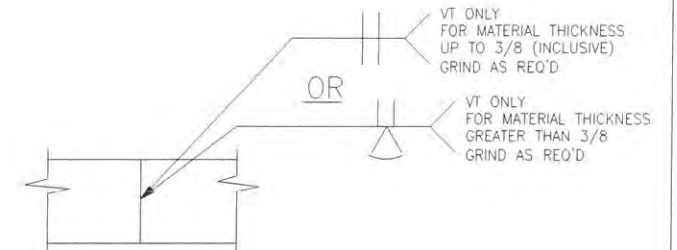
TYPICAL FLOORING DETAILS
(AT BIKE TRACK AREA OF DECKING - SERRATIONS NOT SHOWN)



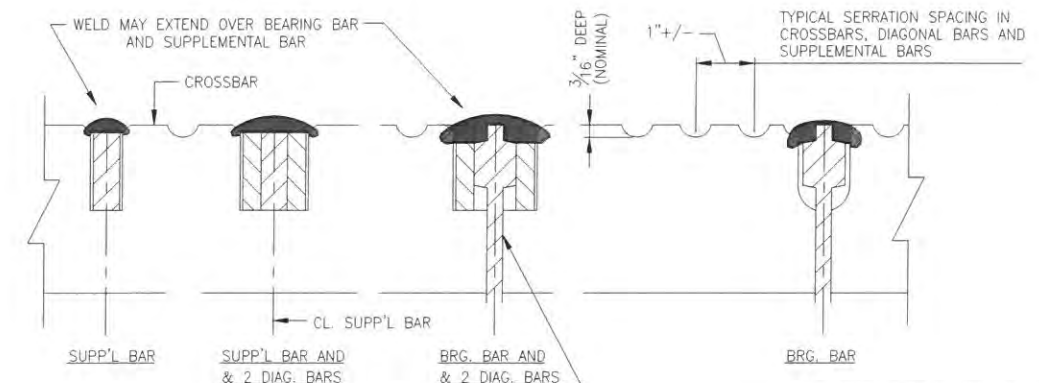
OPTIONAL DIAG. BAR
SHOP SPLICE



OPTIONAL SUPP'L BAR
SHOP SPLICE

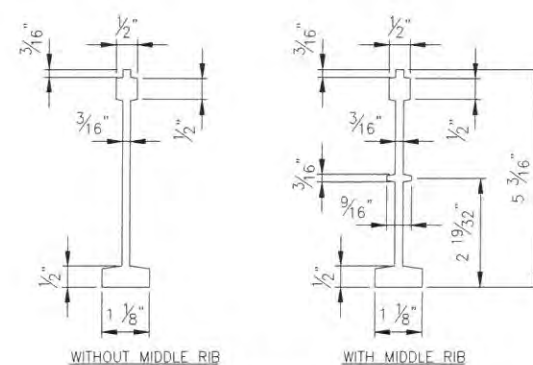


OPTIONAL SHOP SPLICE
(NOT USED FOR MAIN RAIL SPLICING)



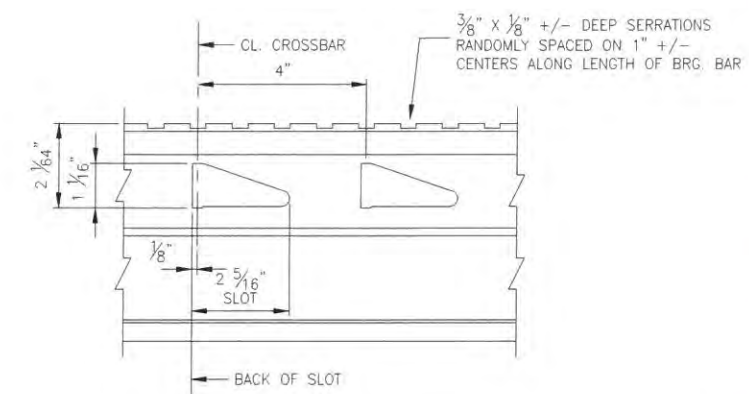
PERMANENT WELD, USED IN THESE LOCATIONS INTERMITTENTLY AND AS REQUIRED DURING PANEL ASSEMBLY AND FABRICATION, TO HOLD DECK PANEL COMPONENTS IN ALIGNMENT DURING THE ASSEMBLY PROCESS.

APPROXIMATE PUDDLE WELD PROFILES
SEE ADDITIONAL QUADRANT WELDING REQUIRED AT DIAGONAL DECK ONLY



BEARING BAR PROFILES

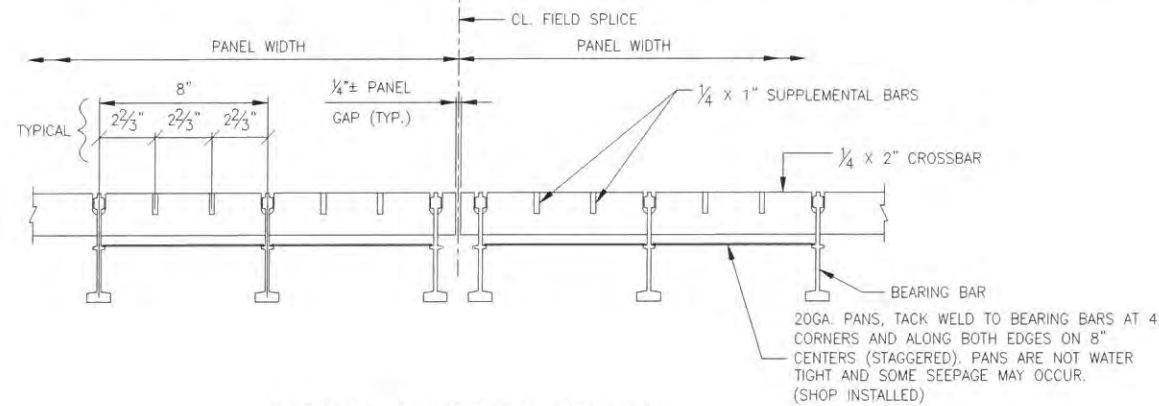
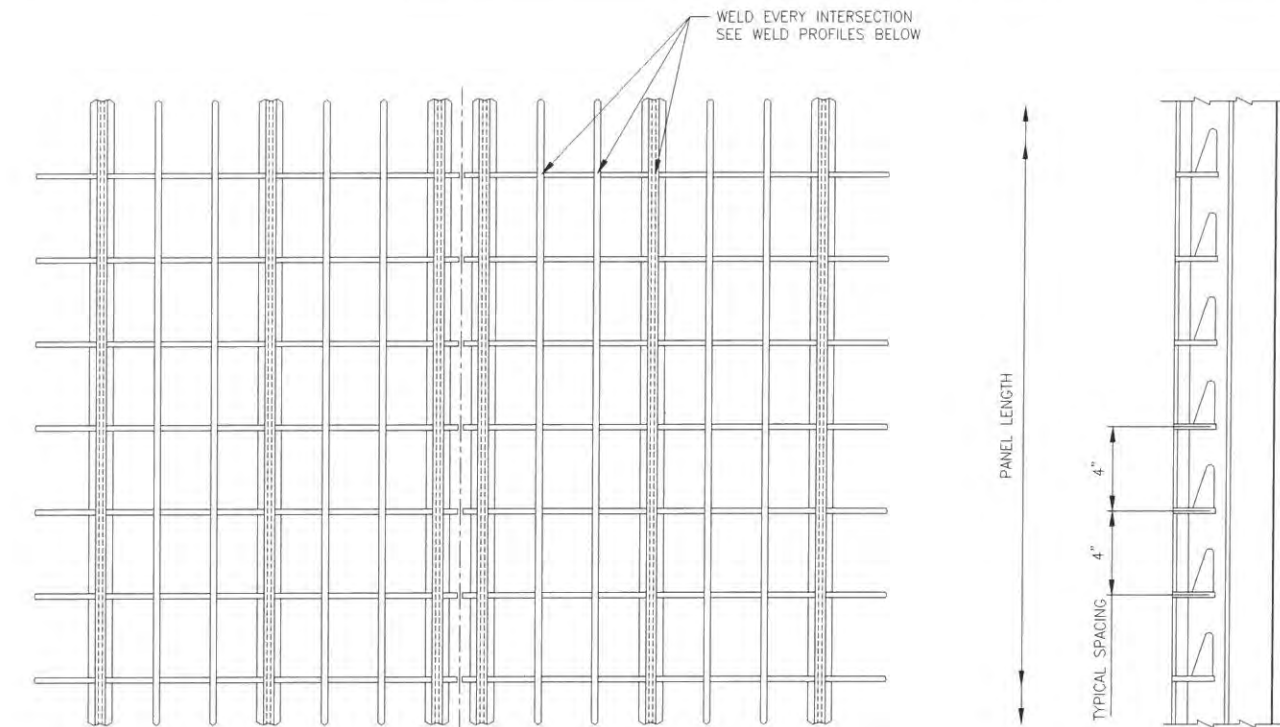
L. B. FOSTER CO. RESERVES THE OPTION TO UTILIZE EITHER A RIBBED OR RIB LESS MAIN BAR. EXERCISING THIS OPTION DEPENDING ON BAR AVAILABILITY AT THE TIME OF FABRICATION.



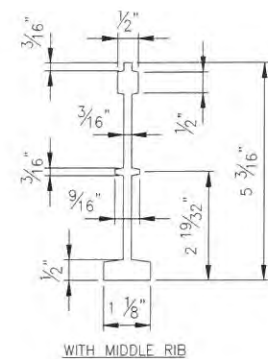
BEARING BAR SLOT DETAIL

- HARDESTY & HANOVER, LLC**
E N G I N E E R I N G

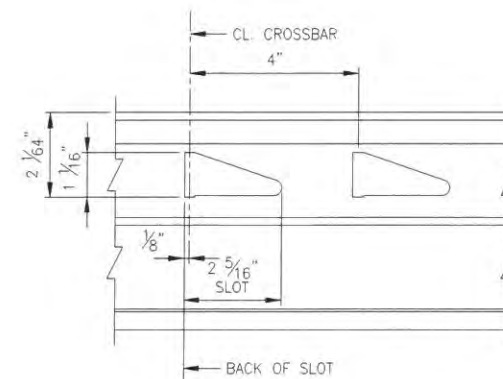
		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
Fabricated Bridge Products			
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY GASCUE BRIDGE OVER INTERCOASTAL WATERWAY 5-3/16" OPEN DIAGONAL STANDARDS - W/ BIKE PATH			
MADE	SMS	DATE 1/31/15	JOB NO. SD0549
CHECK	EDC	DATE 02/17/15	DRAWING LBI



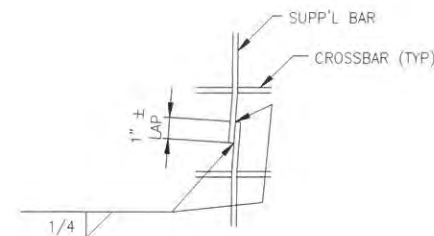
TYPICAL FLOORING DETAILS



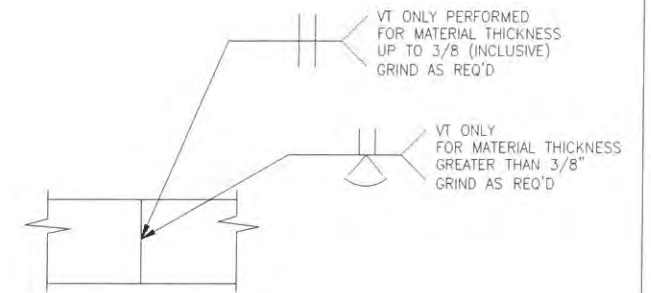
BEARING BAR PROFILE



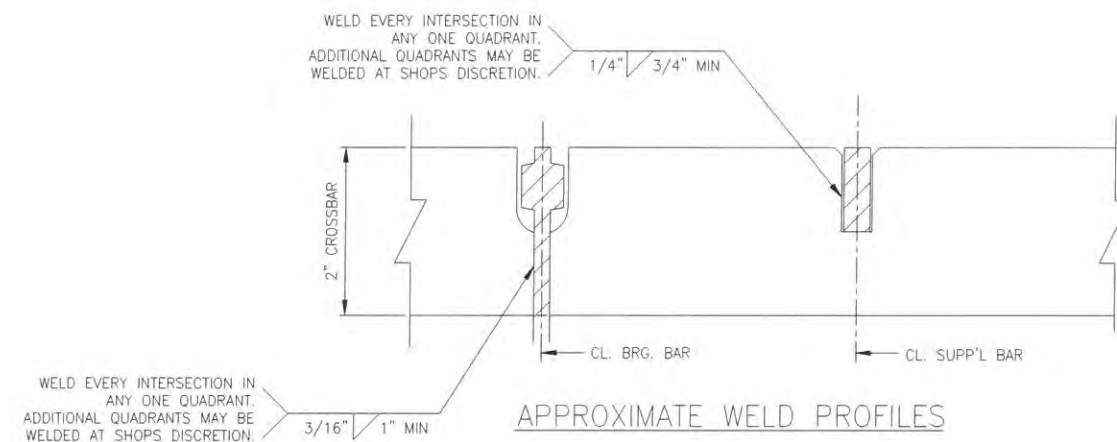
BEARING BAR SLOT DETAIL



OPTIONAL SUPP'L BAR
SHOP SPLICE



OPTIONAL SHOP SPLICE
(BEARING BARS SHALL NOT BE SPLICED)



APPROXIMATE WELD PROFILES

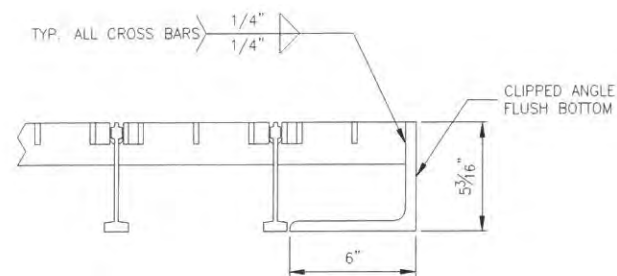
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☐ RESUBMIT
☐ NOT APPROVED

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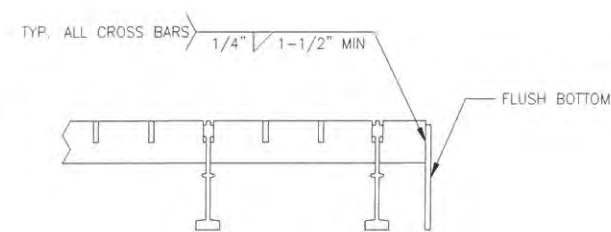
DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

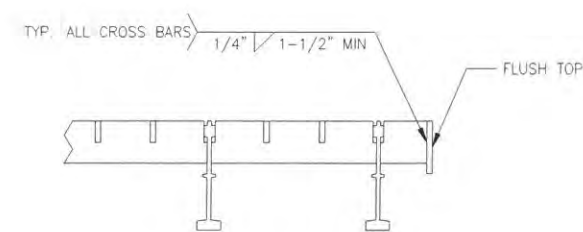
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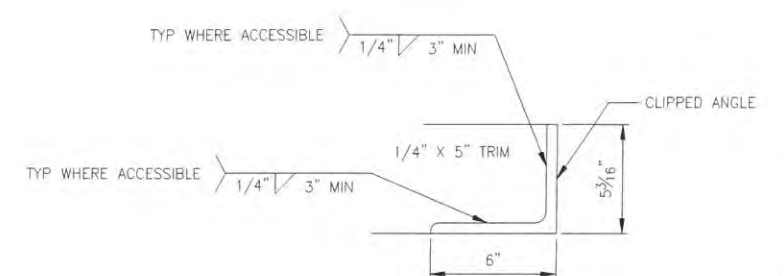
CLIPPED TRIM ANGLE TO
CROSSBAR WELD



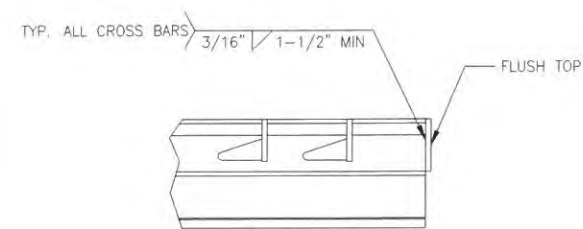
1/4" x 5" SIDE TRIM TO
CROSSBAR WELD



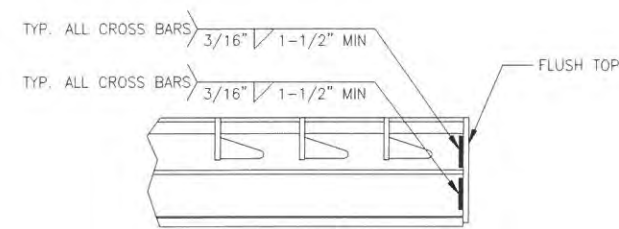
1/4" x 2 1/2" SIDE TRIM TO
CROSSBAR WELD



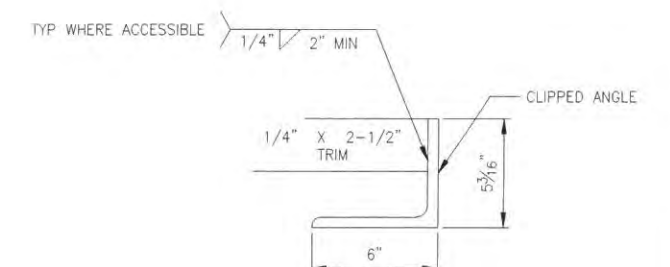
CLIPPED TRIM ANGLE TO
1/4" x 5" TRIM BAR WELD



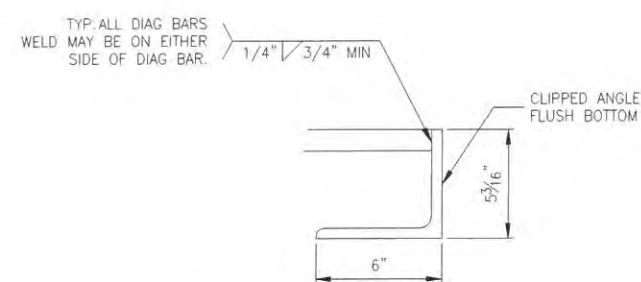
1/4" x 2 1/2" END TRIM TO GRID WELD



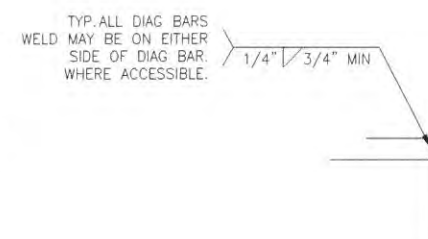
1/4" x 5" END TRIM TO GRID WELD



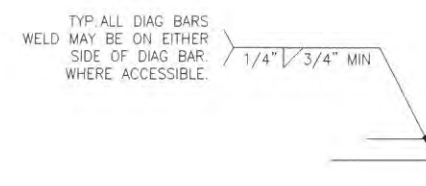
CLIPPED TRIM ANGLE TO
1/4" x 2-1/2" TRIM BAR WELD



CLIPPED TRIM ANGLE TO
DIAGONAL BAR WELD



1/4" x 5" SIDE TRIM TO
DIAG AND SUPP WELD



1/4" x 2 1/2" SIDE TRIM TO
DIAG AND SUPP WELD

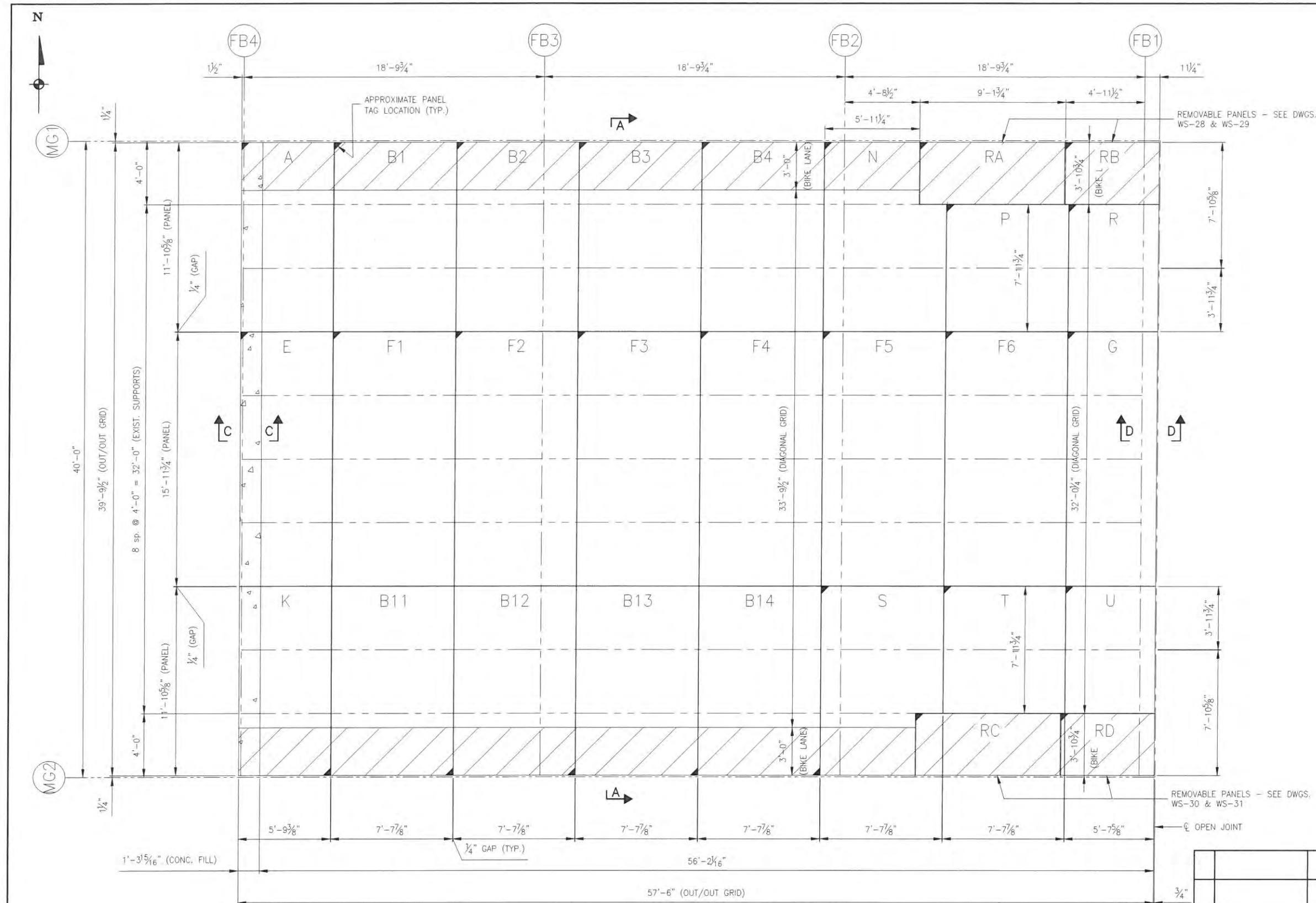
- ☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH

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ENGINEERING

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REMOVABLE PANELS - SEE DWGS.
WS-28 & WS-29

REMOVABLE PANELS - SEE DWGS.
WS-30 & WS-31

- ☒ APPROVED
- ☐ APPROVED AS NOTED
- ☐ RESUBMIT
- ☐ NOT APPROVED

THIS REVIEW IS FOR GENERAL
CONFORMANCE WITH THE DESIGN
CONCEPT OF THE PROJECT. THIS
REVIEW DOES NOT RELIEVE THE
CONTRACTOR FROM COMPLIANCE
WITH THE DESIGN REQUIREMENTS
AND SPECIFICATIONS OF THE
CONTRACT DOCUMENTS

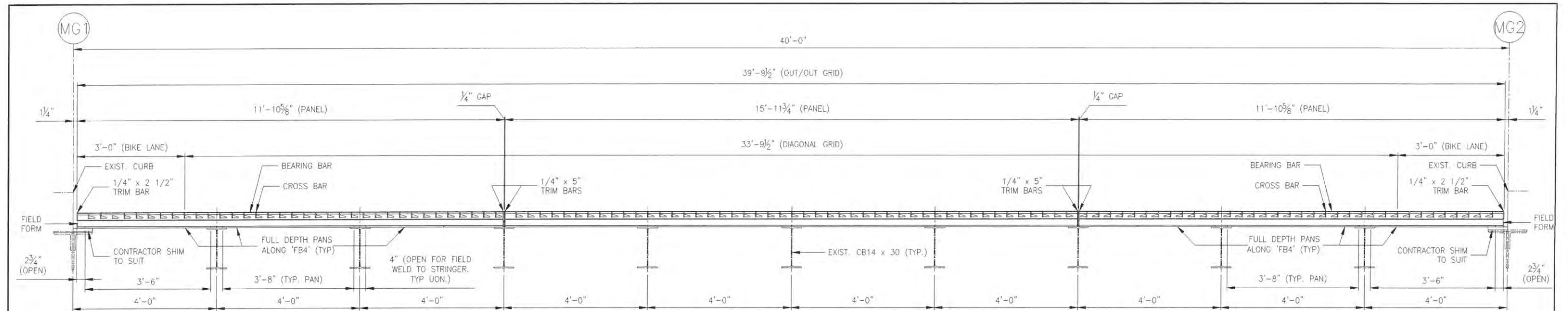
DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

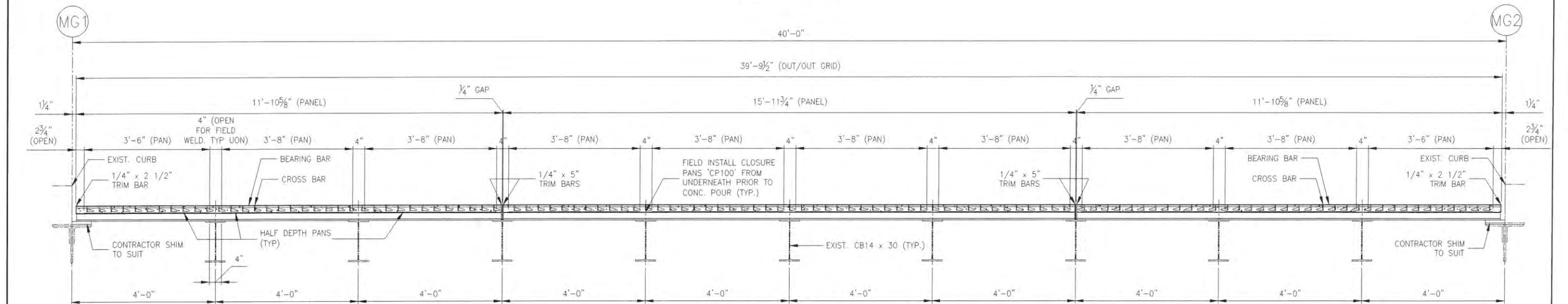
NOTE: WORK THIS DRAWING WITH LBE2, LBE3,
LBE4, LBE5 & LBE6.

PLAN VIEW (WEST LEAF OPEN GRID)

LB Foster Fabricated Bridge Products				L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220			
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY PLAN VIEW (WEST BASCULE LEAF OPEN GRID)							
REVISED ALL PANELS IN REMOVABLE PANEL AREA	MAKE SMS 2015	DATE 2/13/15	JOB NO. SD0549	CHECK EDC	DATE 02/17/15	DRAWING LBE1	REV. NO. ONE



SECTION A-A



SECTION B-B

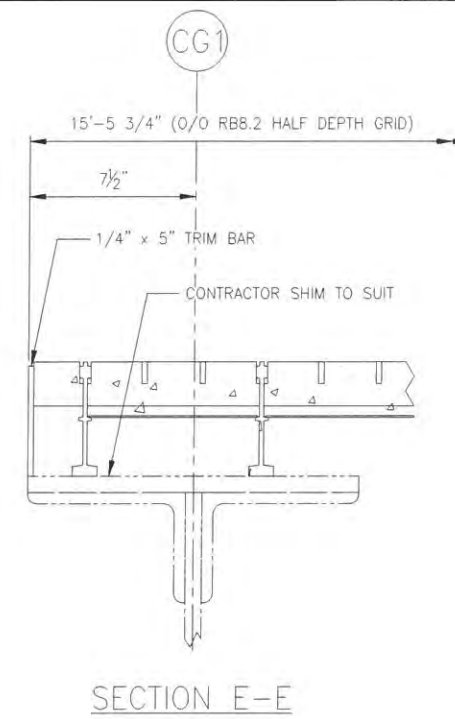
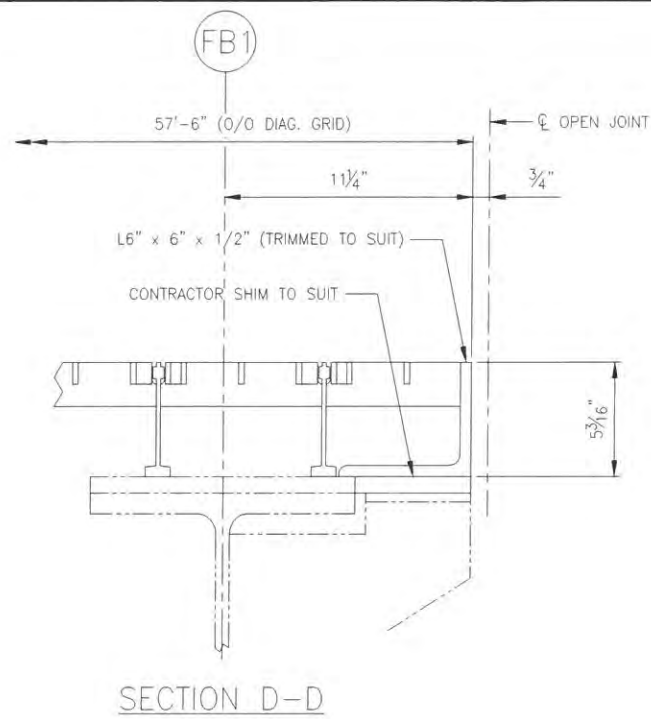
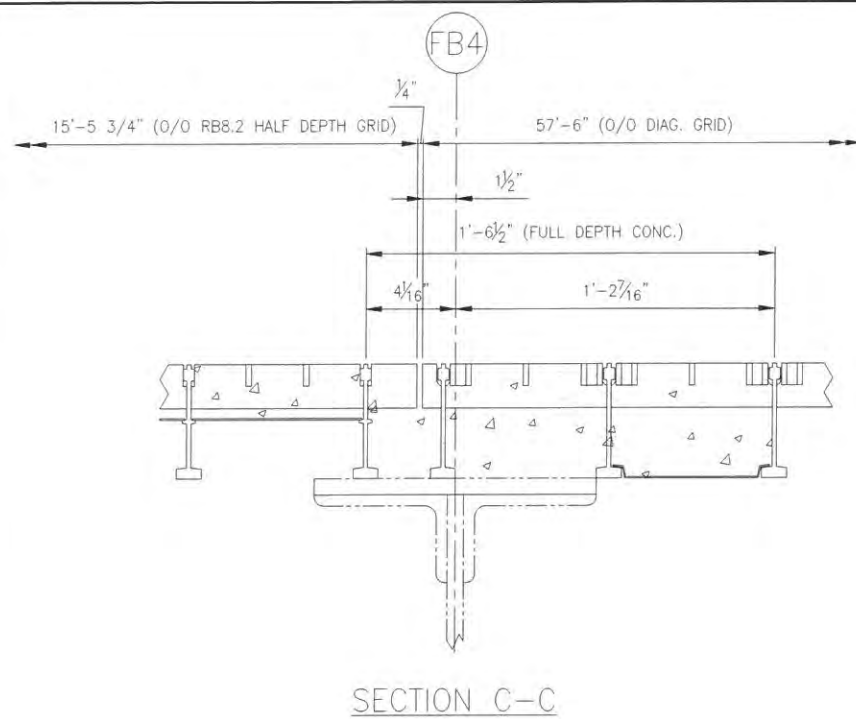
- ☒ APPROVED
- ☐ APPROVED AS NOTED
- ☐ RESUBMIT
- ☐ NOT APPROVED

THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT. THIS REVIEW DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE DESIGN REQUIREMENTS AND SPECIFICATIONS OF THE CONTRACT DOCUMENTS

DATE: 3/17/15 BY: SH
HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:
1. WORK THIS DWG. WITH DWGS. LBE1, LBE2, LBE3 & LBE5.

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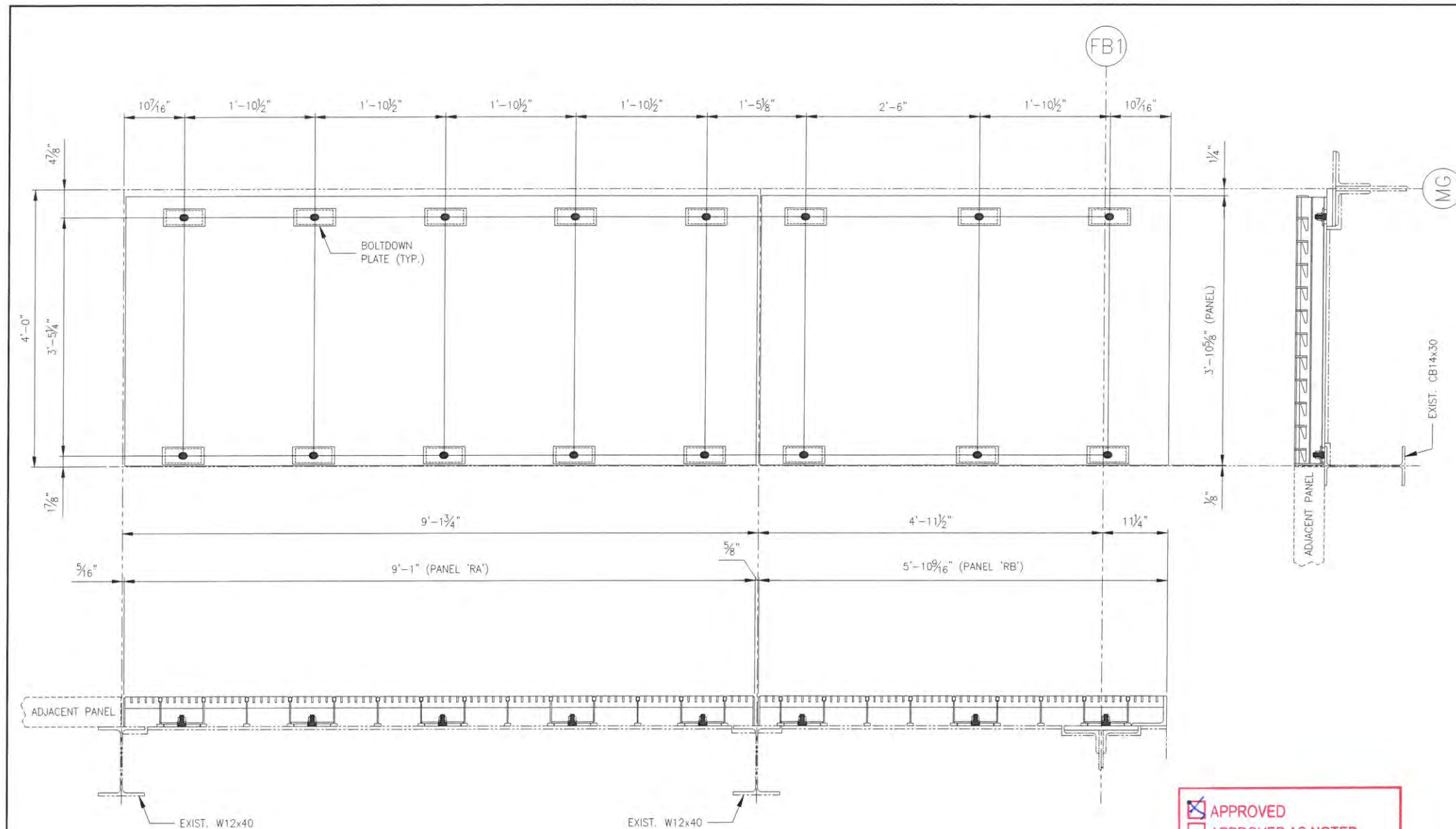
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT. THIS REVIEW DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE DESIGN REQUIREMENTS AND SPECIFICATIONS OF THE CONTRACT DOCUMENTS

DATE: 3/17/15 BY: SH
HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:
 1. WORK THIS DWG. WITH DWGS. LBE1, LBE2, LBE3 & LBE4.

				LBFoster Fabricated Bridge Products				L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220			
				FOR: M & J CONSTRUCTION Co.							
				FLORIDA DEPARTMENT OF TRANSPORTATION							
				MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142							
				BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY							
				CROSS SECTIONS							
				DATE: 2/13/15 JOB NO. SD0549							
				DATE: 02/18/15				REV. NO.			
REV	DESCRIPTION	BY	DATE	CHECK	DATE	CHECK	DATE				



PLAN OF REMOVABLE PANELS - RA & RB SHOWN
(RC & RD SIMILAR)

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

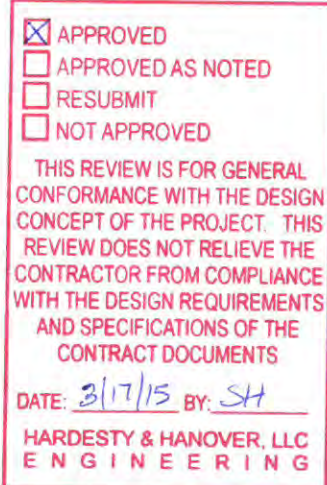
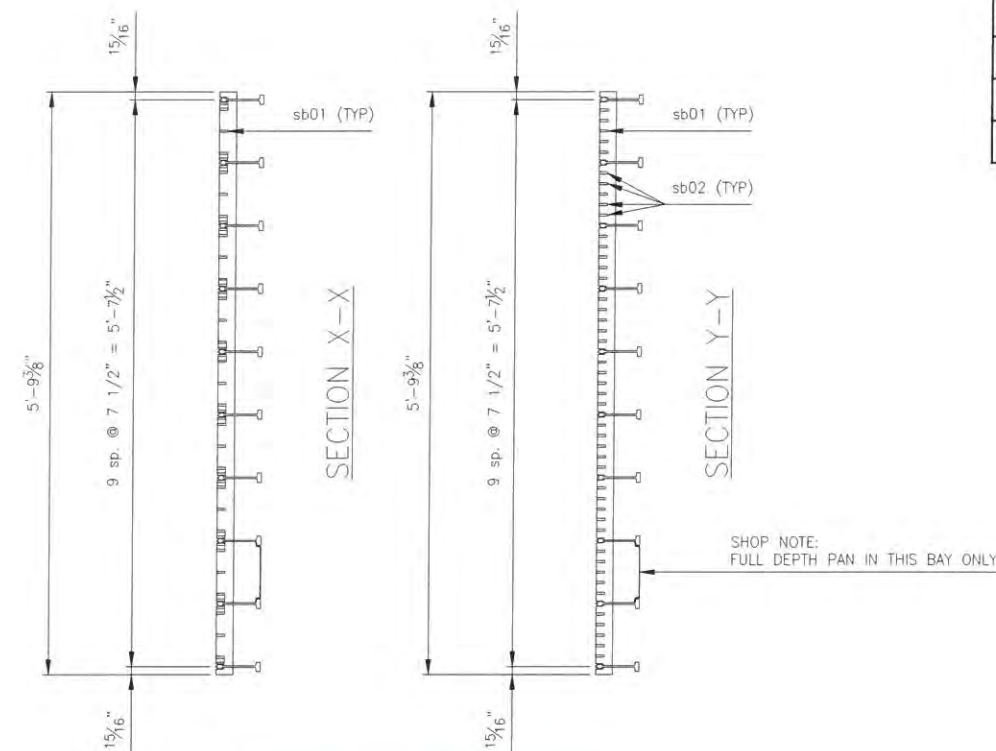
THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT. THIS REVIEW DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE DESIGN REQUIREMENTS AND SPECIFICATIONS OF THE CONTRACT DOCUMENTS

DATE: 3/17/15 BY: SH
 HARDESTY & HANOVER, LLC
 ENGINEERING

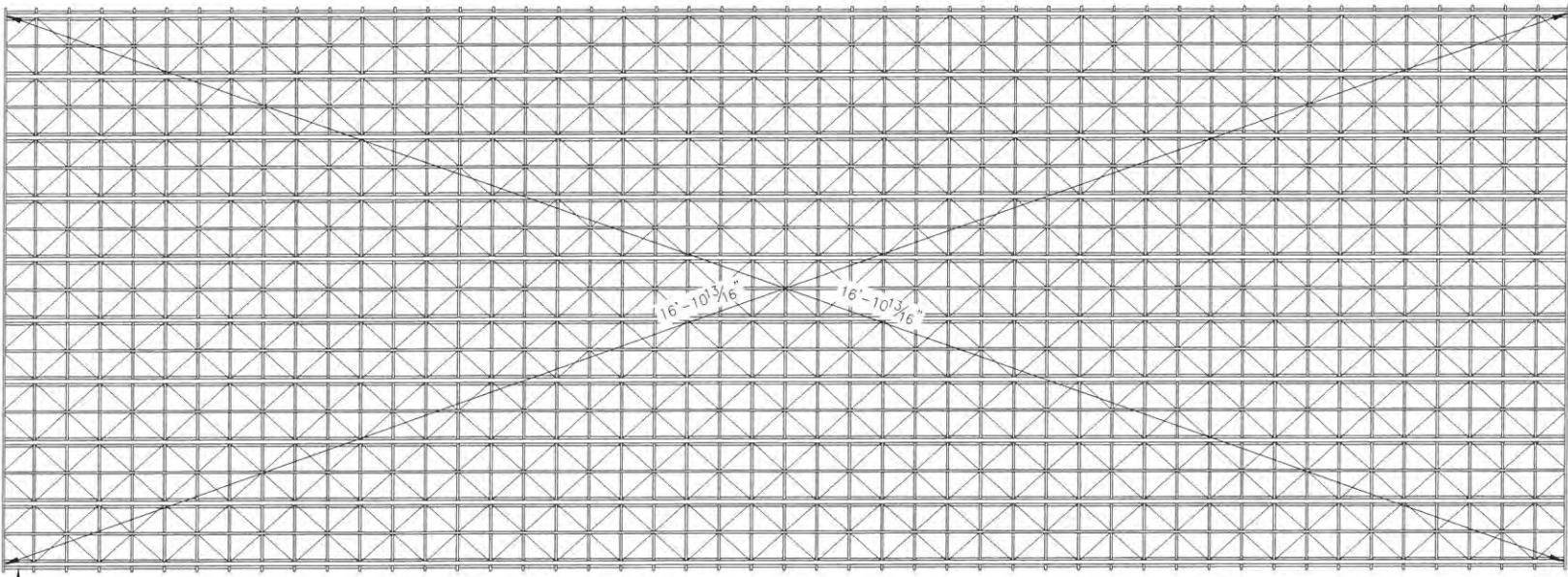
NOTES:
 1. WORK THIS DRAWING WITH LBE1.

NOTES:

1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

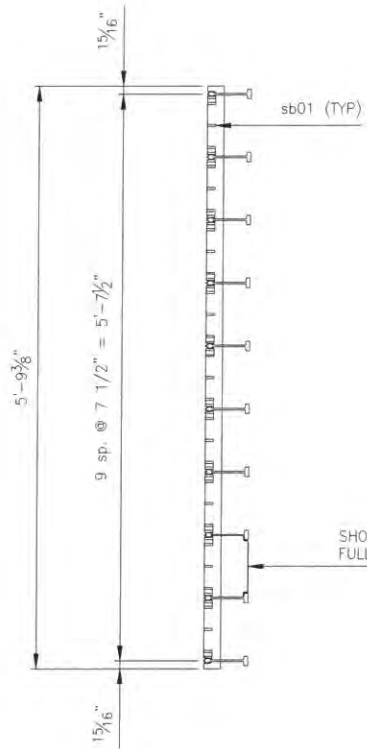
[illegible]

PANEL ASSEMBLY CHART 'E'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb02	10	15'-11 1/4"	—
CROSS BAR	cb03	24	5'-9 3/8"	—
CROSS BAR	cb04	23	5'-9 3/8"	—
SUPPLEMENTAL BAR	sb03	9	15'-11 1/4"	—
DIAGONAL BAR	db02	18	15'-11 1/4"	—
TRIM PLATE 1/4" x 5"	tp04	2	5'-9 3/8"	—
FORM PAN 20ga.	fp01	4	3'-8"	—



WELD PANEL MARK HERE

PLAN



☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

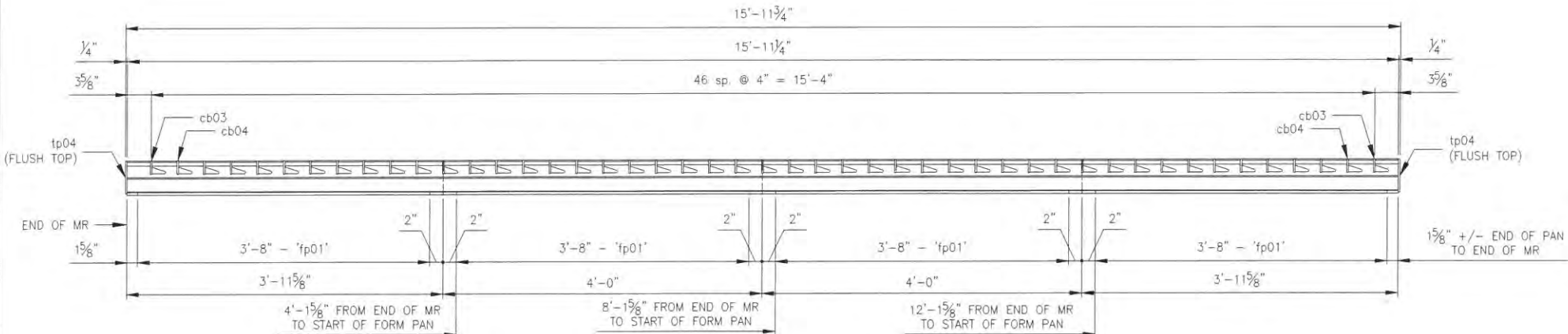
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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

SHOP NOTE:
FULL DEPTH PAN IN THIS BAY ONLY

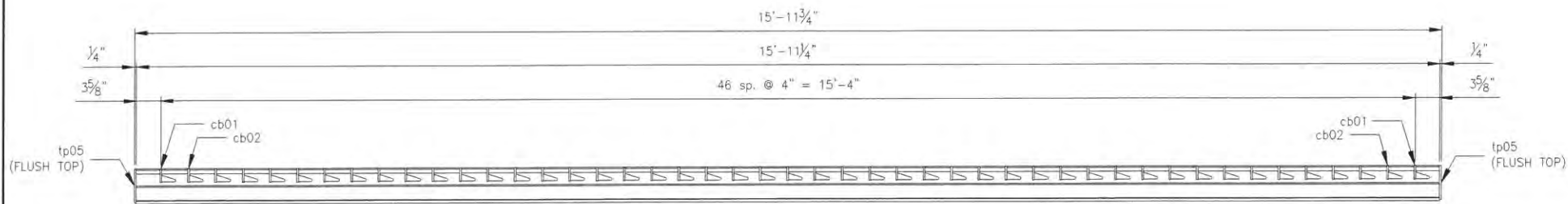
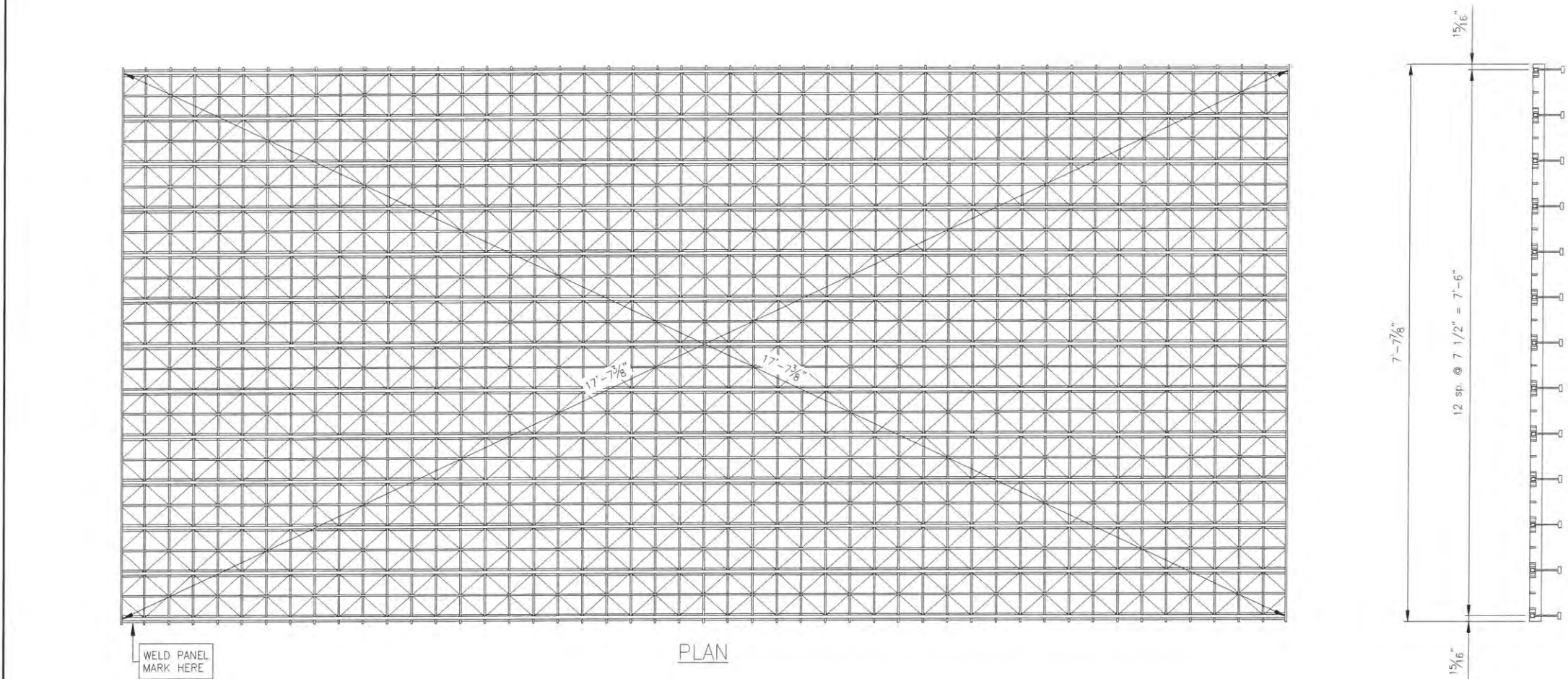
- NOTES:
- USE SLUGS WHERE REQUIRED.
 - SERRATIONS NOT SHOWN FOR CLARITY.



ONE - PANEL - E

LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE E PANEL ASSEMBLY			
MADE SMS	DATE 2/13/15	JOB NO. SD0549	
EDC	DATE 02/22/15	DRAWING WS-5	REV. NO.

PANEL ASSEMBLY CHART "F"				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb02	13	15'-11 1/4"	—
CROSS BAR	cb01	24	7'-7 7/8"	—
CROSS BAR	cb02	23	7'-7 7/8"	—
SUPPLEMENTAL BAR	sb03	12	15'-11 1/4"	—
DIAGONAL BAR	db02	24	15'-11 1/4"	—
TRIM PLATE 1/4" x 5"	tp05	2	7'-7 7/8"	—



12 - PANELS - F1 thru F12

☒ APPROVED
☐ APPROVED AS NOTED
☐ RE SUBMIT
☐ NOT APPROVED

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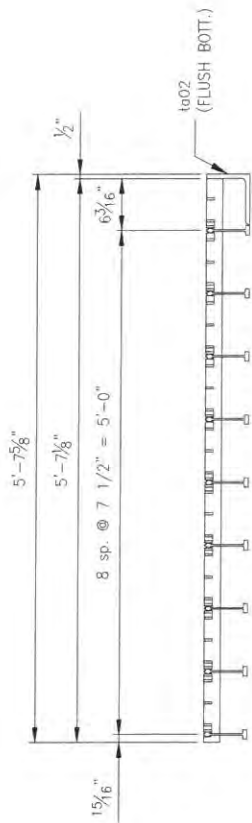
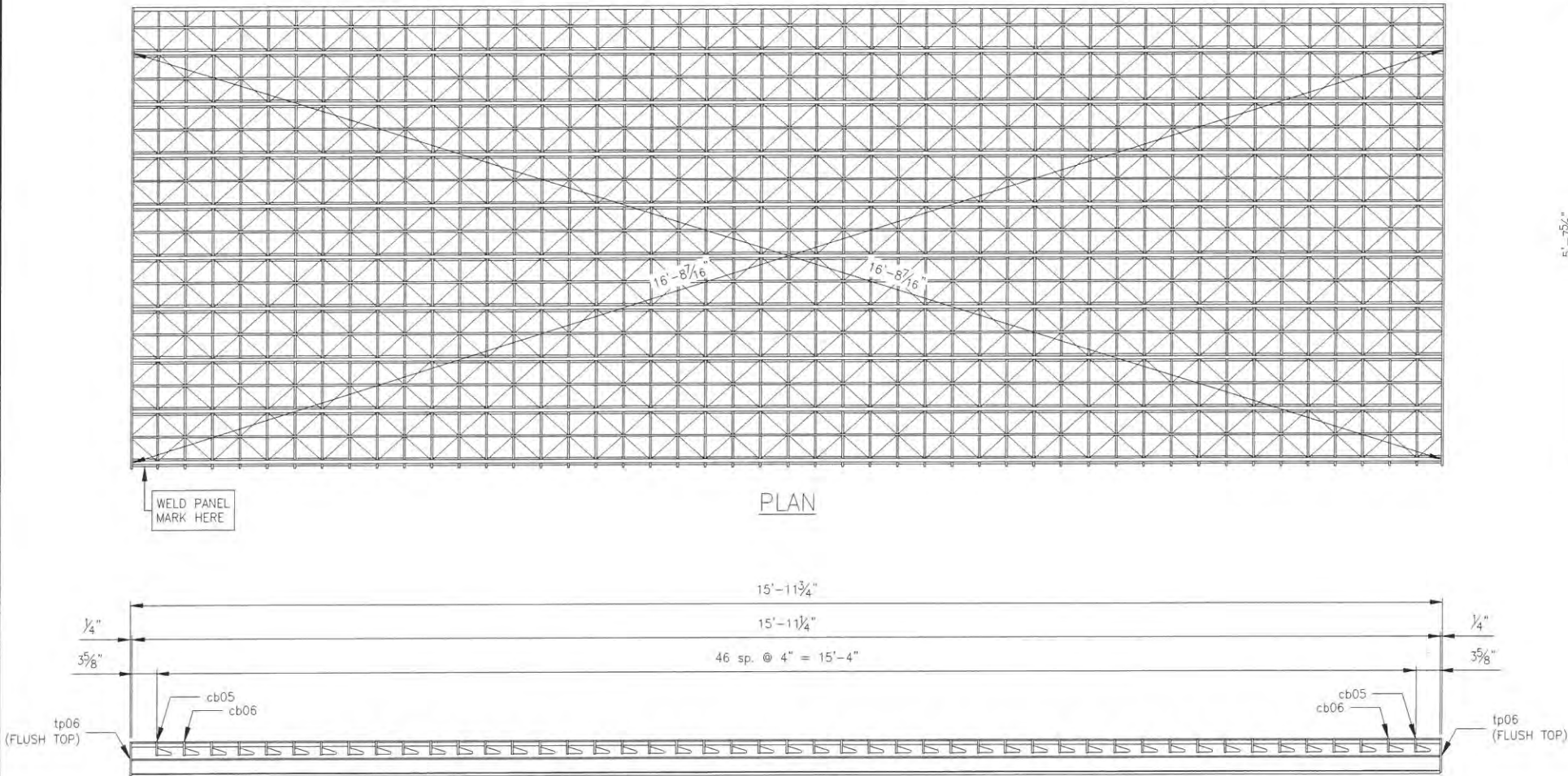
DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

LBFoster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M. & J. CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION			
MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142			
BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY			
TYPE F PANEL ASSEMBLY			
MADE SMS	DATE 2/13/15	JOB NO. SD0549	
CHECK EDC	DATE 02/22/15	DRAWING WS-6	
REV	DESCRIPTION	BY	DATE

PANEL ASSEMBLY CHART 'G'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb02	9	15'-11 1/4"	-
CROSS BAR	cb05	24	5'-7 1/8"	-
CROSS BAR	cb06	23	5'-7 1/8"	-
SUPPLEMENTAL BAR	sb03	9	15'-11 1/4"	-
DIAGONAL BAR	db02	18	15'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp06	2	5'-7 5/8"	-
TRIM ANGLE 6"x6"x1/2"	ta02	1	15'-11 1/4"	CLIP VERT LEG



- ☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH

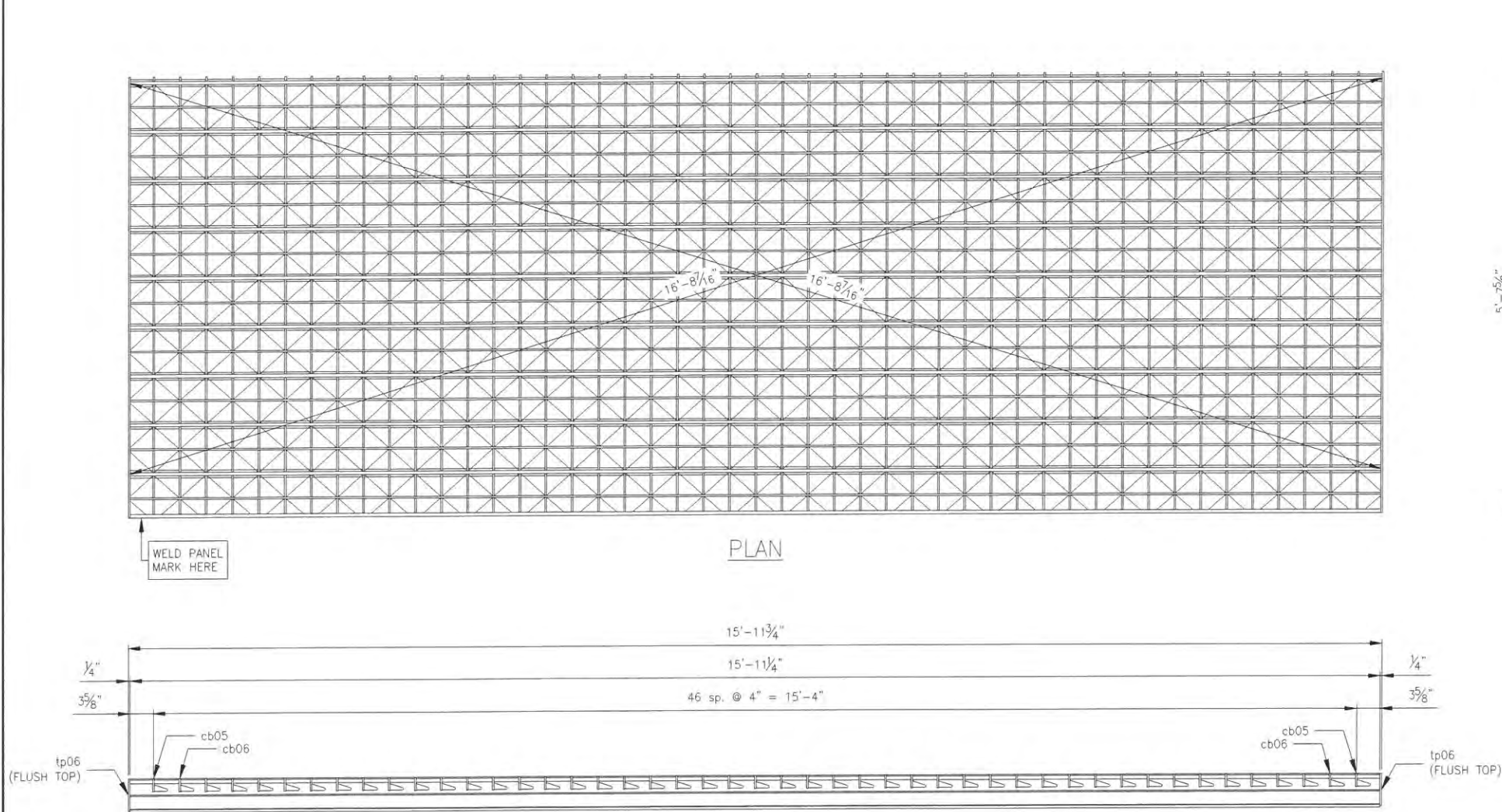
HARDESTY & HANOVER, LLC
ENGINEERING

- NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

ONE - PANEL - G

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PANEL ASSEMBLY CHART 'H'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb02	9	15'-11 1/4"	-
CROSS BAR	cb05	24	5'-7 1/8"	-
CROSS BAR	cb06	23	5'-7 1/8"	-
SUPPLEMENTAL BAR	sb03	9	15'-11 1/4"	-
DIAGONAL BAR	db02	18	15'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp06	2	5'-7 5/8"	-
TRIM ANGLE 6"x6"x1/2"	ta02	1	15'-11 1/4"	CLIP VERT LEG



ONE - PANEL - H

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

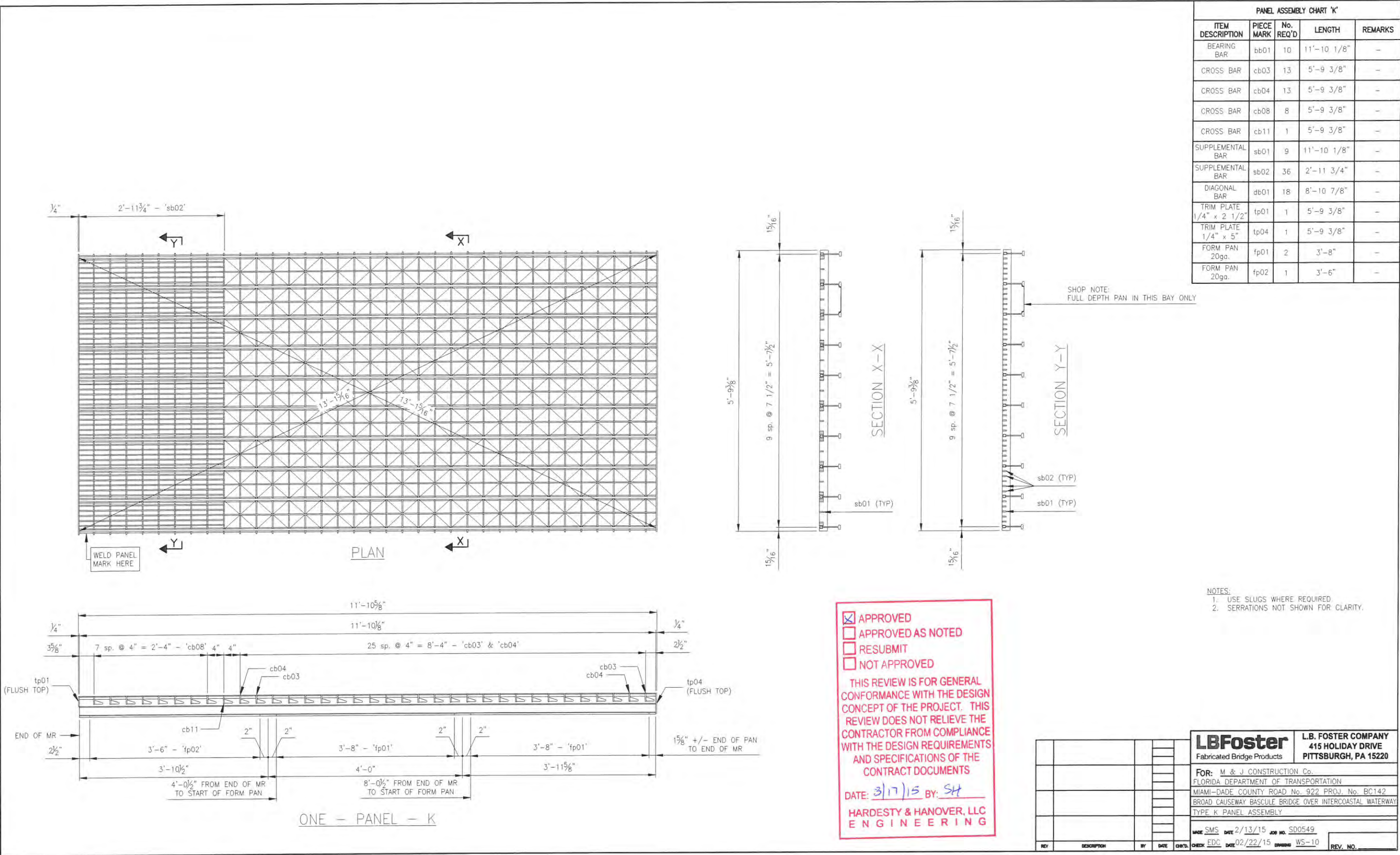
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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

- NOTES:
- USE SLUGS WHERE REQUIRED.
 - SERRATIONS NOT SHOWN FOR CLARITY.

LBFoster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE H PANEL ASSEMBLY			
MADE SMS	DATE 2/13/15	JOB NO. SD0549	
CHECK EDC	DATE 02/22/15	DRAWING WS-8	
REV	DESCRIPTION	BY	DATE



PANEL ASSEMBLY CHART 'K'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb01	10	11'-10 1/8"	-
CROSS BAR	cb03	13	5'-9 3/8"	-
CROSS BAR	cb04	13	5'-9 3/8"	-
CROSS BAR	cb08	8	5'-9 3/8"	-
CROSS BAR	cb11	1	5'-9 3/8"	-
SUPPLEMENTAL BAR	sb01	9	11'-10 1/8"	-
SUPPLEMENTAL BAR	sb02	36	2'-11 3/4"	-
DIAGONAL BAR	db01	18	8'-10 7/8"	-
TRIM PLATE 1/4" x 2 1/2"	tp01	1	5'-9 3/8"	-
TRIM PLATE 1/4" x 5"	tp04	1	5'-9 3/8"	-
FORM PAN 20ga.	fp01	2	3'-8"	-
FORM PAN 20ga.	fp02	1	3'-6"	-

SHOP NOTE:
FULL DEPTH PAN IN THIS BAY ONLY

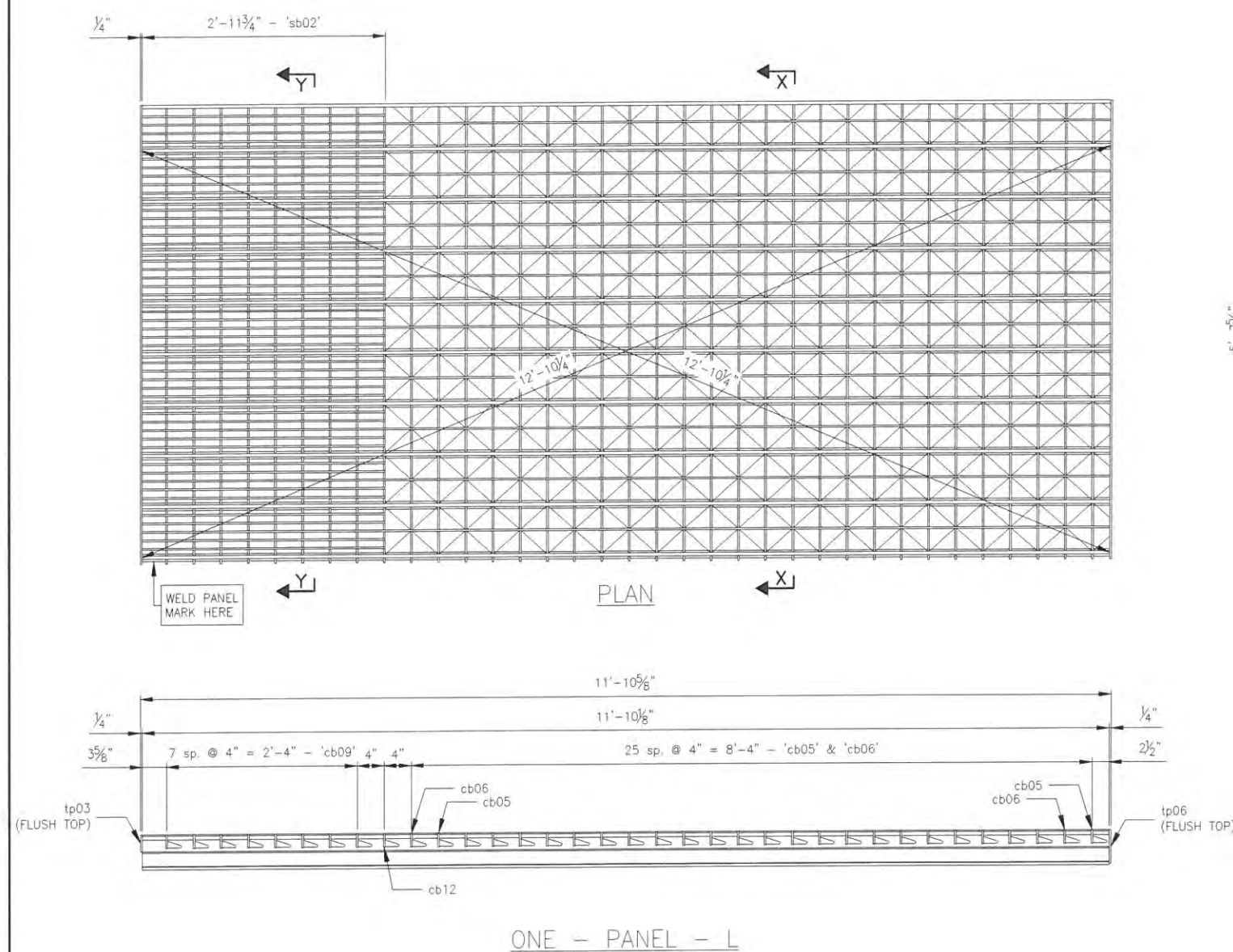
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DATE: 3/17/15 BY: SH
HARDESTY & HANOVER, LLC
ENGINEERING

LBFoster		L.B. FOSTER COMPANY	
Fabricated Bridge Products		415 HOLIDAY DRIVE	
FOR: M & J CONSTRUCTION Co.		PITTSBURGH, PA 15220	
FLORIDA DEPARTMENT OF TRANSPORTATION			
MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142			
BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY			
TYPE K PANEL ASSEMBLY			
MADE SMS	DATE 2/13/15	JOB NO. SD0549	
EDC	DATE 02/22/15	DRAWING WS-10	
REV	DESCRIPTION	BY	DATE



PANEL ASSEMBLY CHART 'L'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb01	9	11'-10 1/8"	—
CROSS BAR	cb05	13	5'-7 1/8"	—
CROSS BAR	cb06	13	5'-7 1/8"	—
CROSS BAR	cb09	8	5'-7 1/8"	—
CROSS BAR	cb12	1	5'-7 1/8"	—
SUPPLEMENTAL BAR	sb01	9	11'-10 1/8"	—
SUPPLEMENTAL BAR	sb02	35	2'-11 3/4"	—
DIAGONAL BAR	db01	18	8'-10 7/8"	—
TRIM PLATE 1/4" x 2 1/2"	tp03	1	5'-7 5/8"	—
TRIM PLATE 1/4" x 5"	tp06	1	5'-7 5/8"	—
TRIM ANGLE 6"x6"x1/2"	to01	1	11'-10 1/8"	CLIP VERT LEG

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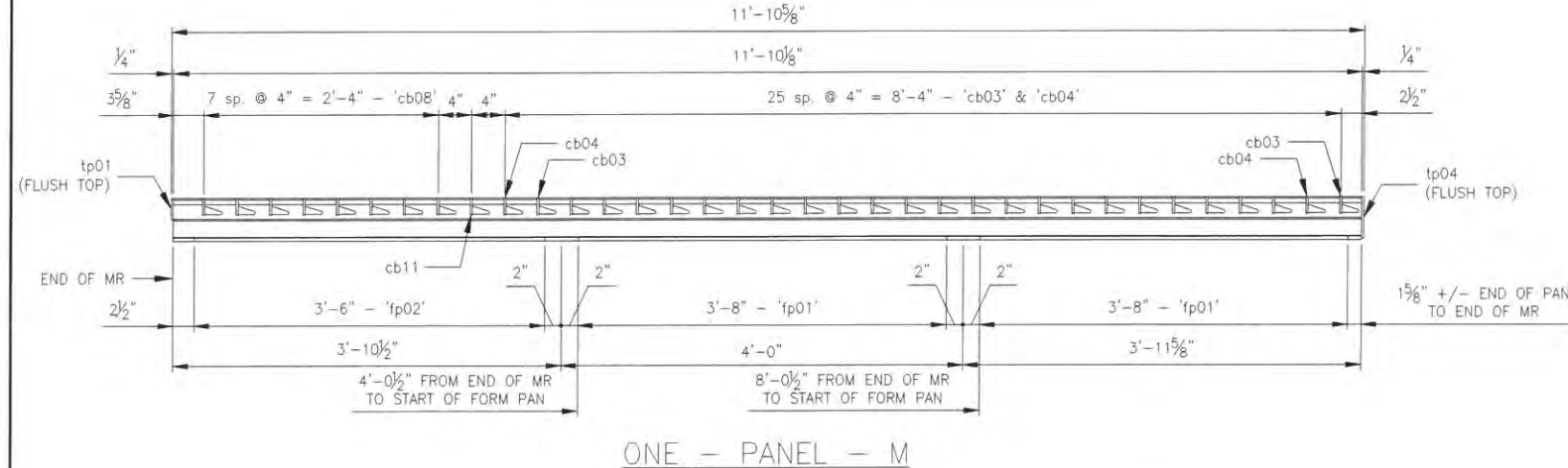
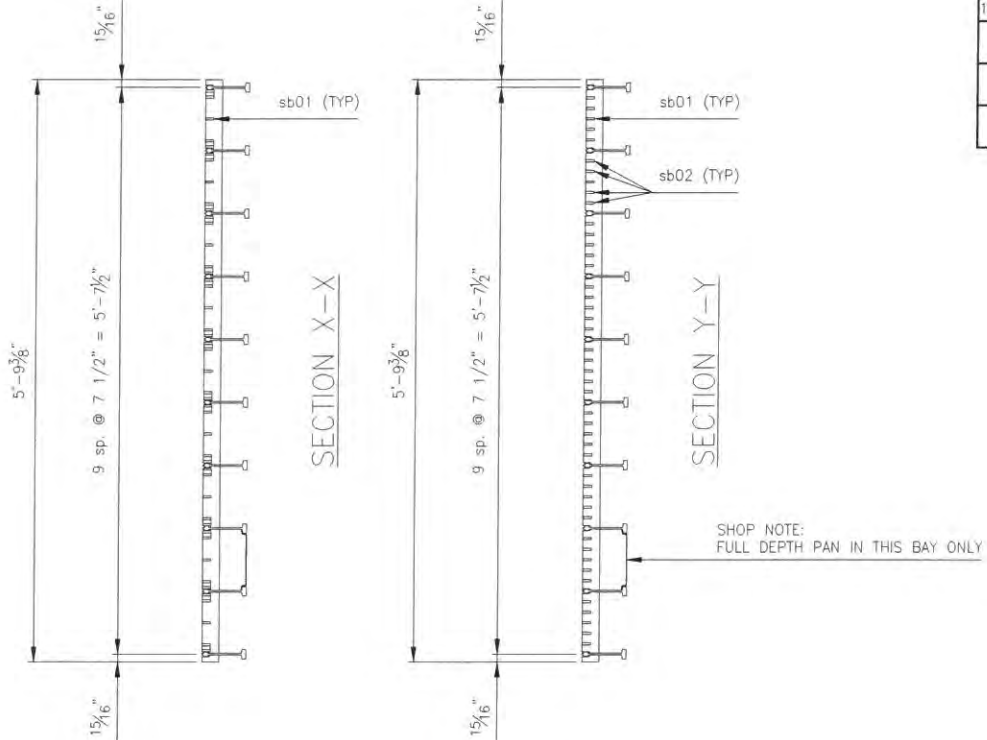
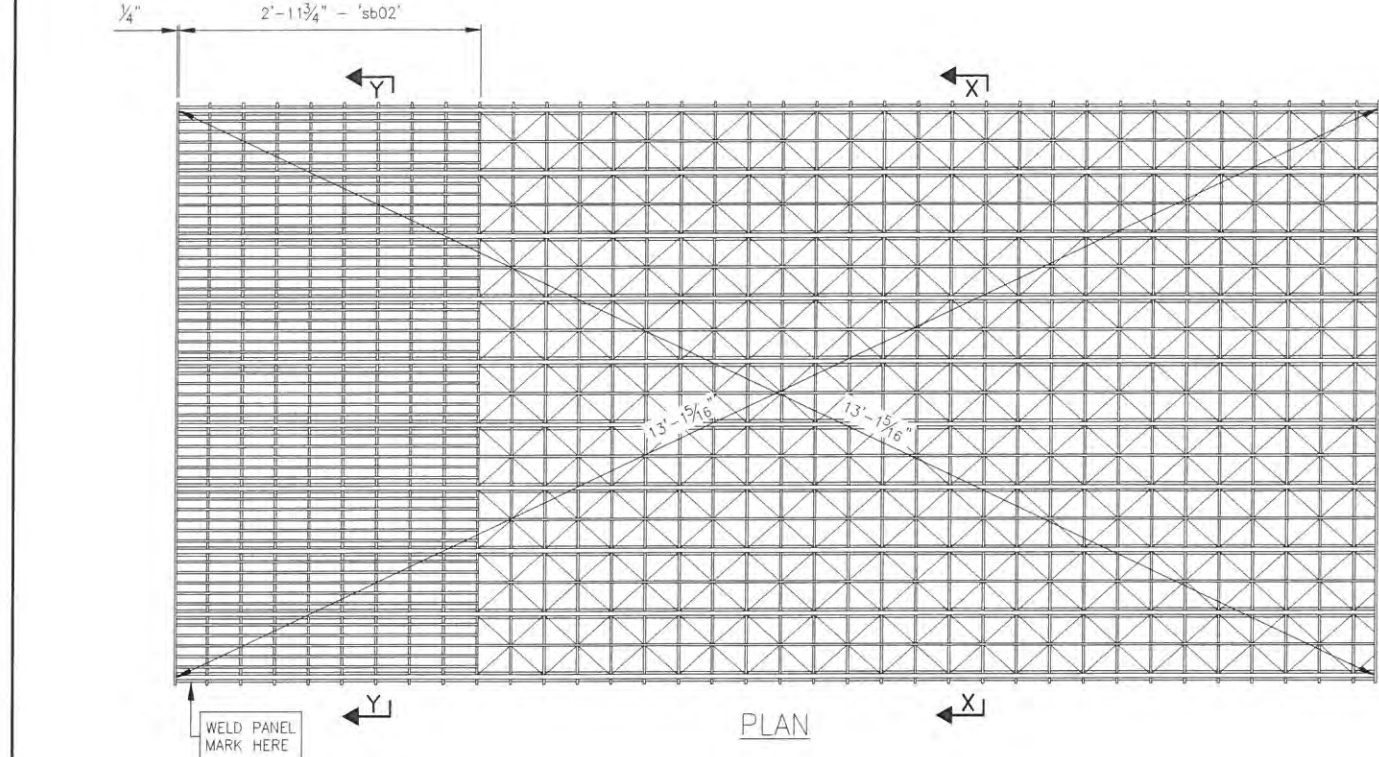
HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:

1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

[illegible]

ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb01	10	11'-10 1/8"	-
CROSS BAR	cb03	13	5'-9 3/8"	-
CROSS BAR	cb04	13	5'-9 3/8"	-
CROSS BAR	cb08	8	5'-9 3/8"	-
CROSS BAR	cb11	1	5'-9 3/8"	-
SUPPLEMENTAL BAR	sb01	9	11'-10 1/8"	-
SUPPLEMENTAL BAR	sb02	36	2'-11 3/4"	-
DIAGONAL BAR	db01	18	8'-10 7/8"	-
TRIM PLATE 4" x 2 1/2"	tp01	1	5'-9 3/8"	-
TRIM PLATE 1/4" x 5"	tp04	1	5'-9 3/8"	-
FORM PAN 20ga.	fp01	2	3'-8"	-
FORM PAN 20ga.	fp02	1	3'-6"	-



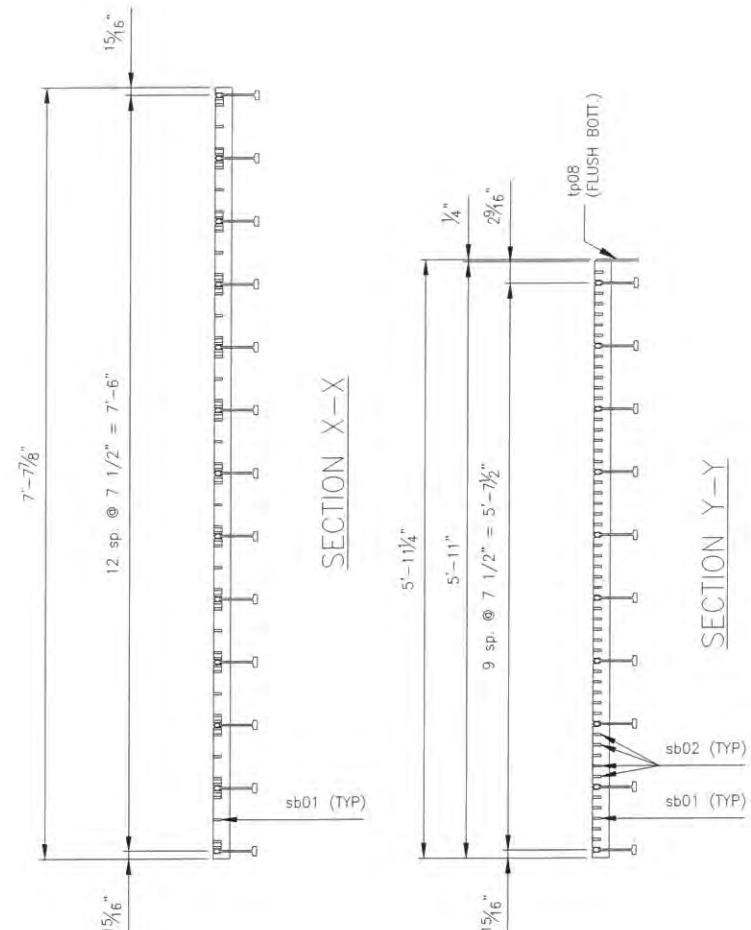
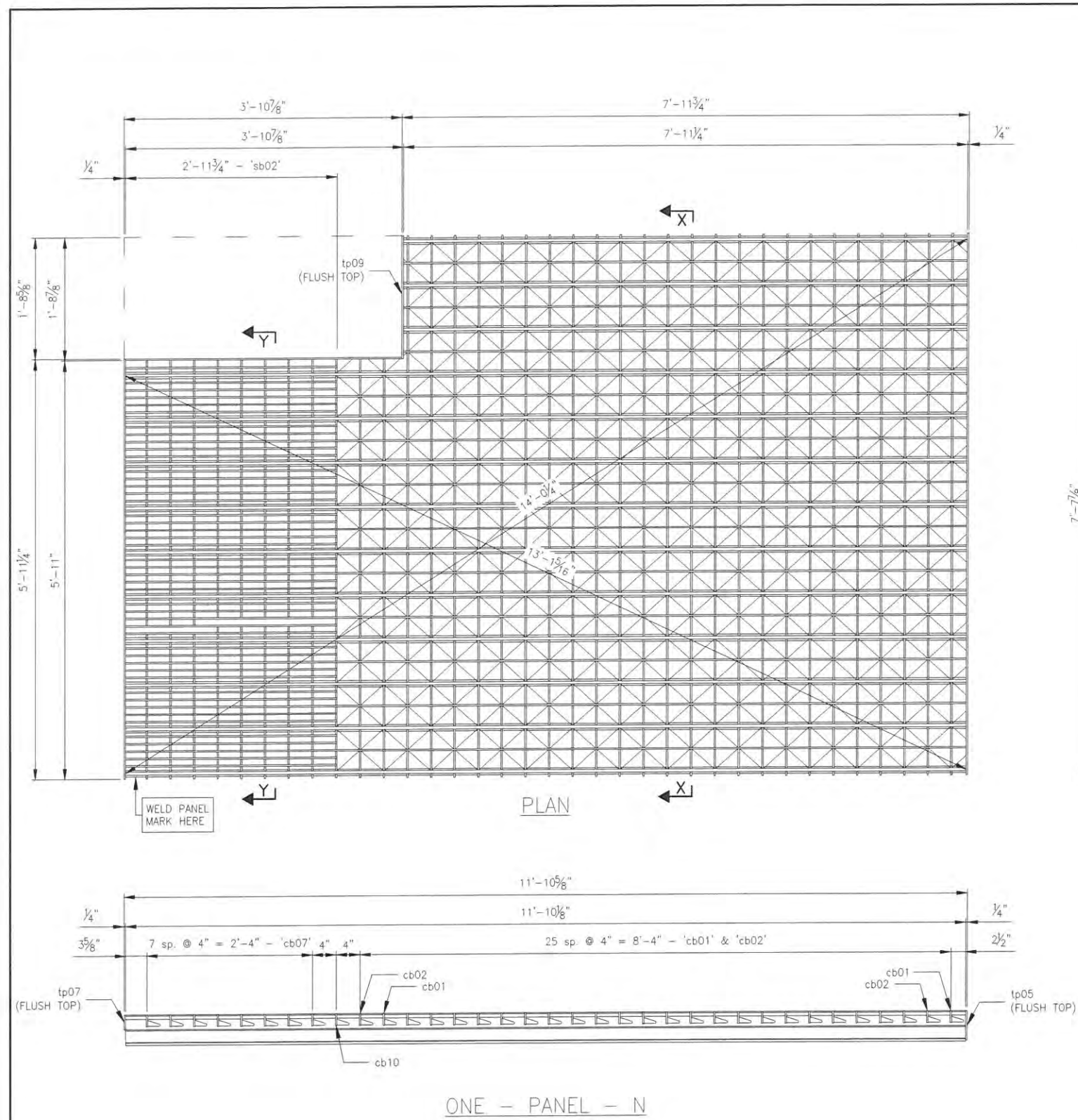
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DATE: 3/17/15 BY: SH
HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

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PANEL ASSEMBLY CHART 'N'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb01	13	11'-10 1/8"	-
CROSS BAR	cb01	13	7'-7 7/8"	-
CROSS BAR	cb02	13	7'-7 7/8"	-
CROSS BAR	cb07	8	7'-7 7/8"	-
CROSS BAR	cb10	1	7'-7 7/8"	-
SUPPLEMENTAL BAR	sb01	12	11'-10 1/8"	-
SUPPLEMENTAL BAR	sb02	37	2'-11 3/4"	-
DIAGONAL BAR	db01	24	8'-10 7/8"	-
TRIM PLATE 1/4" x 5"	tp05	1	7'-7 7/8"	-
TRIM PLATE 1/4" x 2 1/2"	tp07	1	5'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp08	1	3'-10 5/8"	-
TRIM PLATE 1/4" x 5"	tp09	1	1'-8 7/8"	-

NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

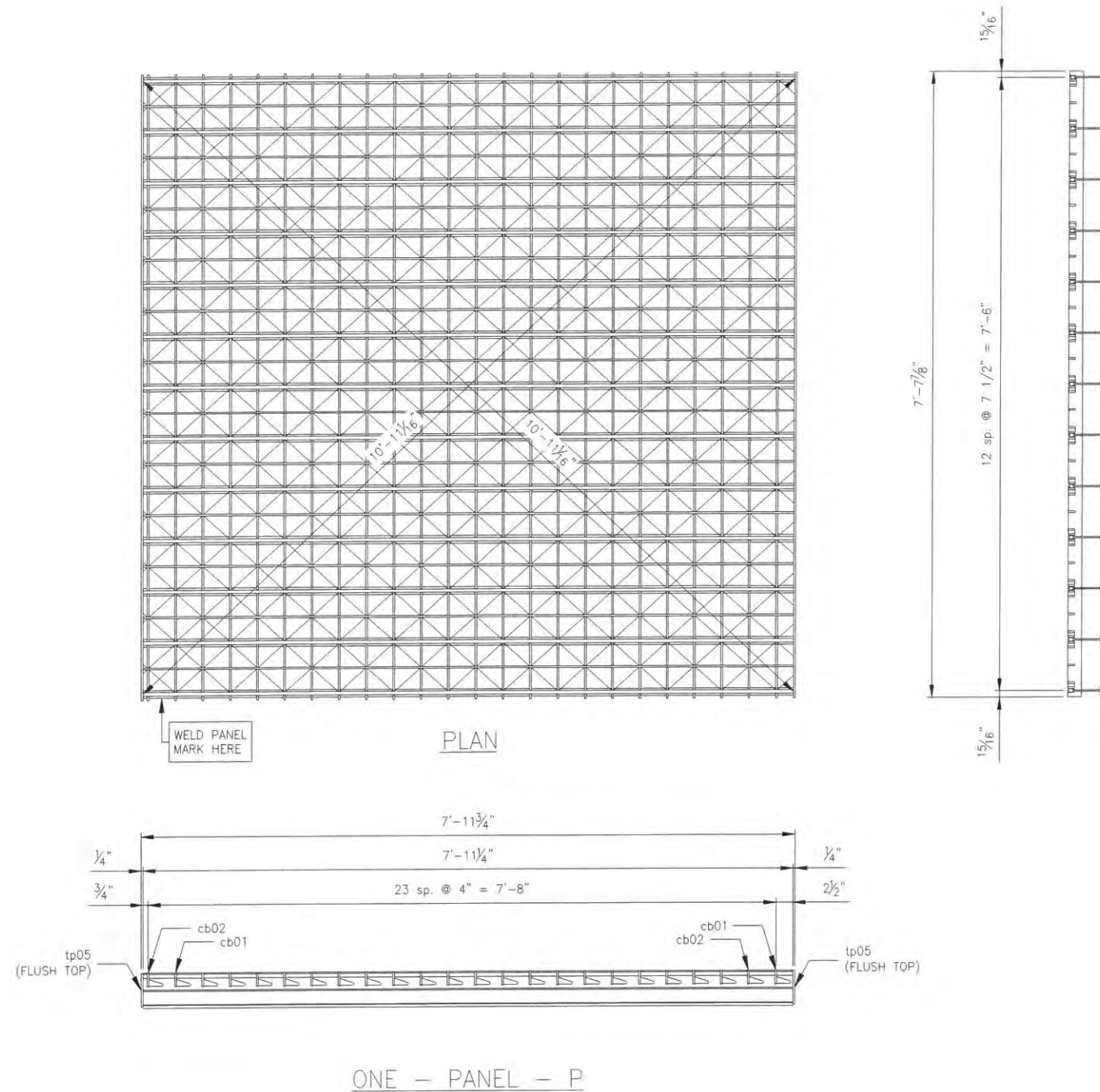
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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

LBFoster		L.B. FOSTER COMPANY	
Fabricated Bridge Products		415 HOLIDAY DRIVE	
		PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co.			
FLORIDA DEPARTMENT OF TRANSPORTATION			
MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142			
BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY			
TYPE N PANEL ASSEMBLY			
REV	DESCRIPTION	BY	DATE
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PANEL ASSEMBLY CHART 'P'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb03	13	7'-11 1/4"	-
CROSS BAR	cb01	12	7'-7 7/8"	-
CROSS BAR	cb02	12	7'-7 7/8"	-
SUPPLEMENTAL BAR	sb04	12	7'-11 1/4"	-
DIAGONAL BAR	db03	24	7'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp05	2	7'-7 7/8"	-

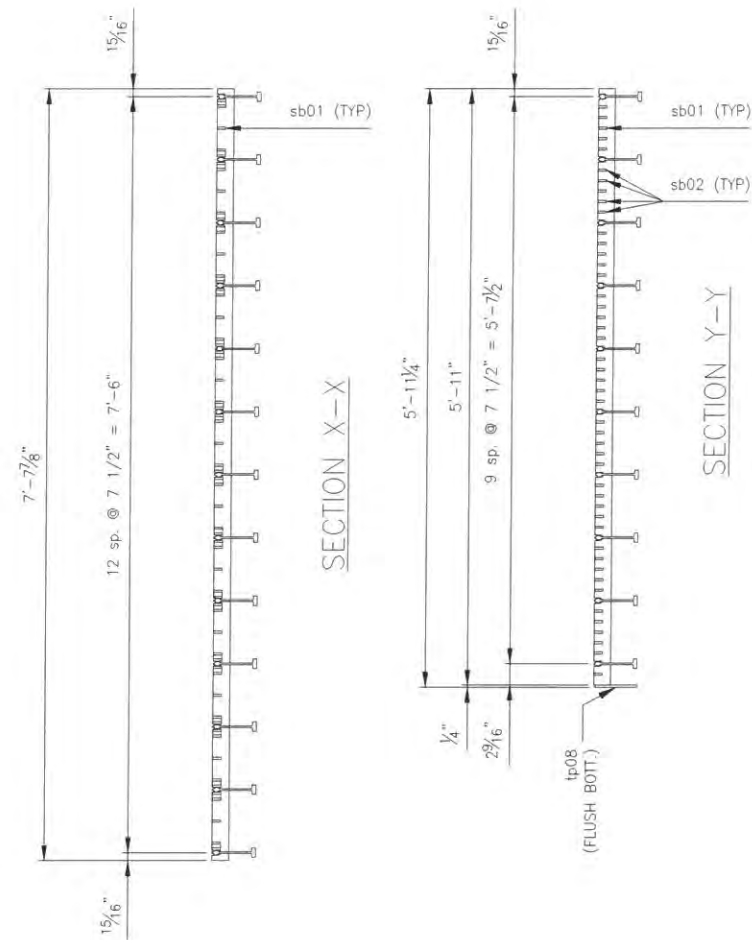
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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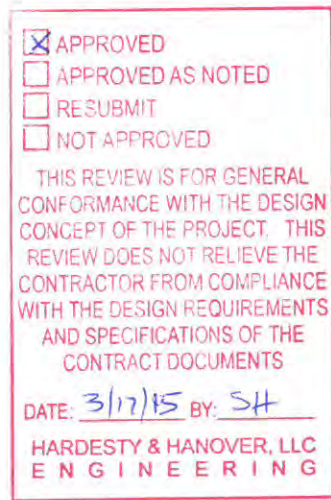
DATE: 3/17/15 BY: SH
 HARDESTY & HANOVER, LLC
 ENGINEERING

NOTES:
 1. USE SLUGS WHERE REQUIRED.
 2. SERRATIONS NOT SHOWN FOR CLARITY.

LBFoster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
		FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE P PANEL ASSEMBLY	
CUTOUT REMOVED TO ACCOMMODATE CHANGE IN BEAM SPACING	SMS 06 2015	EDG 03 2015	MADE SMS DATE 2/13/15 JOB NO. SD0549 CHECKED EDC DATE 02/22/15 DRAWING WS-14
REV	DESCRIPTION	BY	DATE



PANEL ASSEMBLY CHART 'S'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb01	13	11'-10 1/8"	-
CROSS BAR	cb01	13	7'-7 7/8"	-
CROSS BAR	cb02	13	7'-7 7/8"	-
CROSS BAR	cb07	8	7'-7 7/8"	-
CROSS BAR	cb10	1	7'-7 7/8"	-
SUPPLEMENTAL BAR	sb01	12	11'-10 1/8"	-
SUPPLEMENTAL BAR	sb02	37	2'-11 3/4"	-
DIAGONAL BAR	db01	24	8'-10 7/8"	-
TRIM PLATE 1/4" x 5"	tp05	1	7'-7 7/8"	-
TRIM PLATE 1/4" x 2 1/2"	tp07	1	5'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp08	1	3'-10 5/8"	-
TRIM PLATE 1/4" x 5"	tp09	1	1'-8 7/8"	-

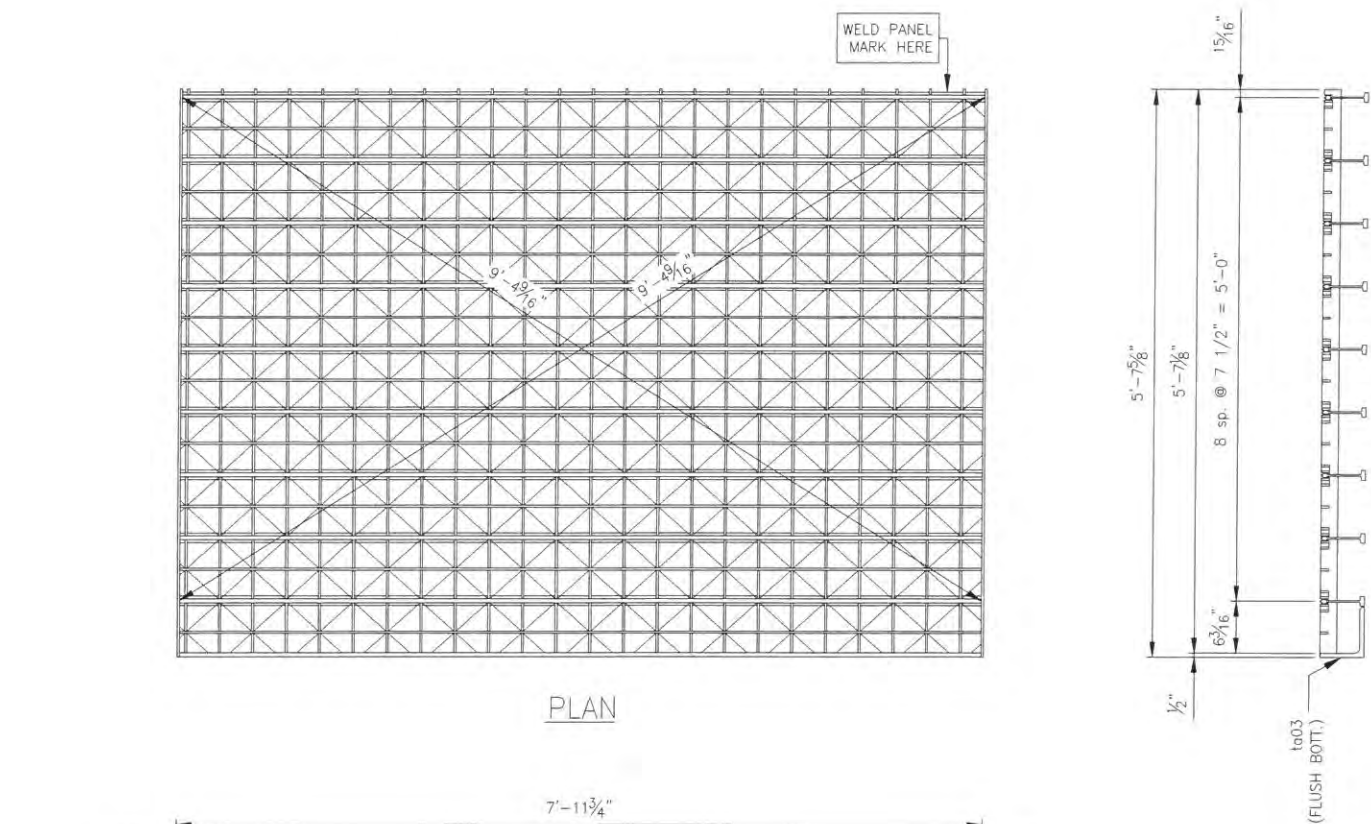


NOTES:

1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

[illegible]

PANEL ASSEMBLY CHART 'U'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb03	9	7'-11 1/4"	-
CROSS BAR	cb05	12	5'-7 1/8"	-
CROSS BAR	cb06	12	5'-7 1/8"	-
SUPPLEMENTAL BAR	sb04	9	7'-11 1/4"	-
DIAGONAL BAR	db03	18	7'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp06	2	5'-7 5/8"	-
TRIM ANGLE 6"x6"x1/2"	ta03	1	7'-11 1/4"	CLIP VERT LEG



ONE - PANEL - U

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

REV

DESCRIPTION

BY

DATE

CHG'D

REVISD PANEL LENGTH

SMS

03

06

NFB

2015

LB Foster
Fabricated Bridge Products

L.B. FOSTER COMPANY
415 HOLIDAY DRIVE
PITTSBURGH, PA 15220

FOR: M & J CONSTRUCTION Co.

FLORIDA DEPARTMENT OF TRANSPORTATION

MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142

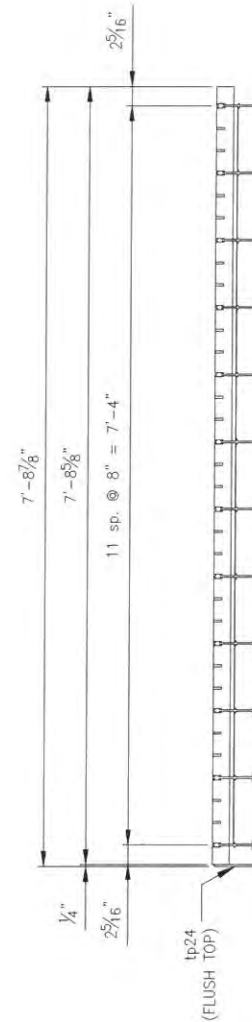
BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY

TYPE U PANEL ASSEMBLY

MADE SMS DATE 2/13/15 JOB NO. SD0549

CHECK EDC DATE 02/22/15 DRAWING WS-18

REV. NO. ONE



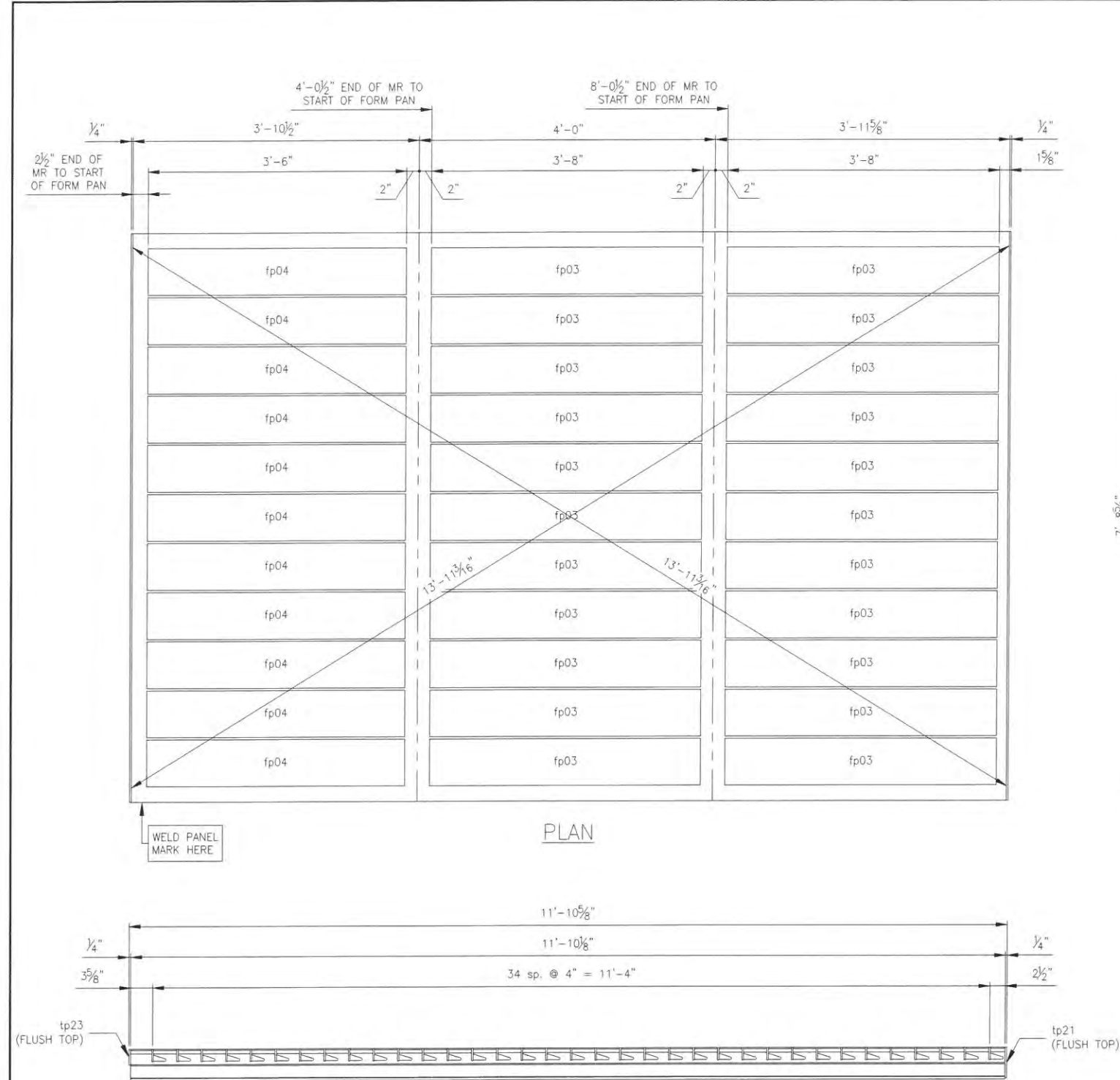
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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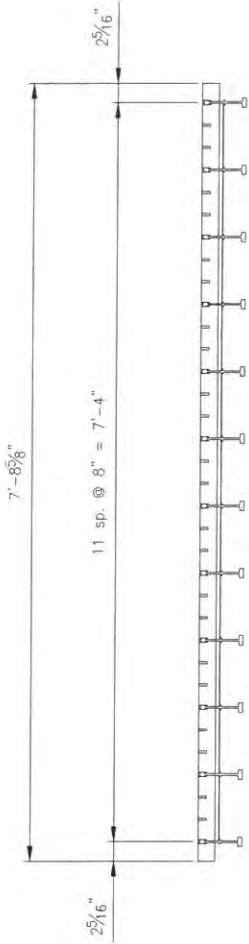
DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

[illegible]



4 - PANELS - Z1 thru Z4



PANEL ASSEMBLY CHART "Z"				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb08	12	11'-10 1/8"	-
CROSS BAR	cb16	35	7'-8 5/8"	-
SUPPLEMENTAL BAR	sb09	22	11'-10 1/8"	-
TRIM PLATE 1/4" x 5"	tp21	1	7'-8 5/8"	-
TRIM PLATE 1/4" x 2 1/2"	tp23	1	7'-8 5/8"	-
20ga FLAT PAN 7 5/8"	fp03	22	3'-8"	-
20ga FLAT PAN 7 5/8"	fp04	11	3'-6"	-

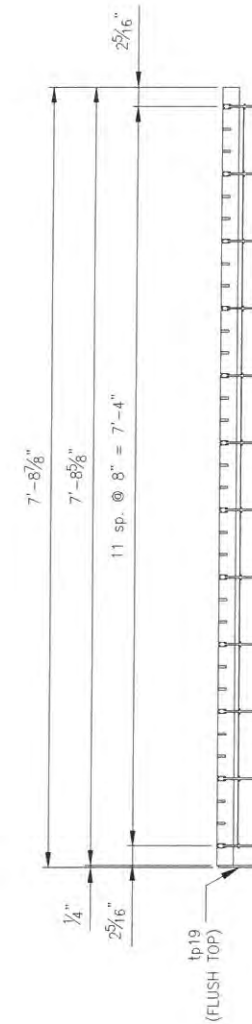
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

LBFoster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
		FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE Z PANEL ASSEMBLY	
MADE SMS	DATE 2/13/15	JOB NO. SD0549	
CHECK EDC	DATE 02/23/15	DRAWING WS-23	REV. NO.



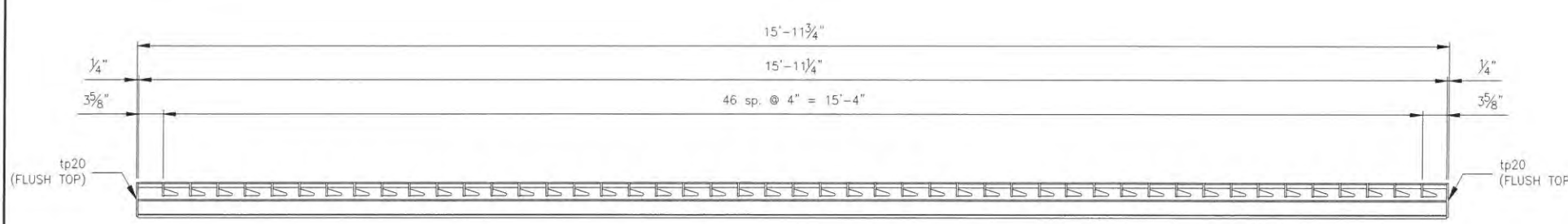
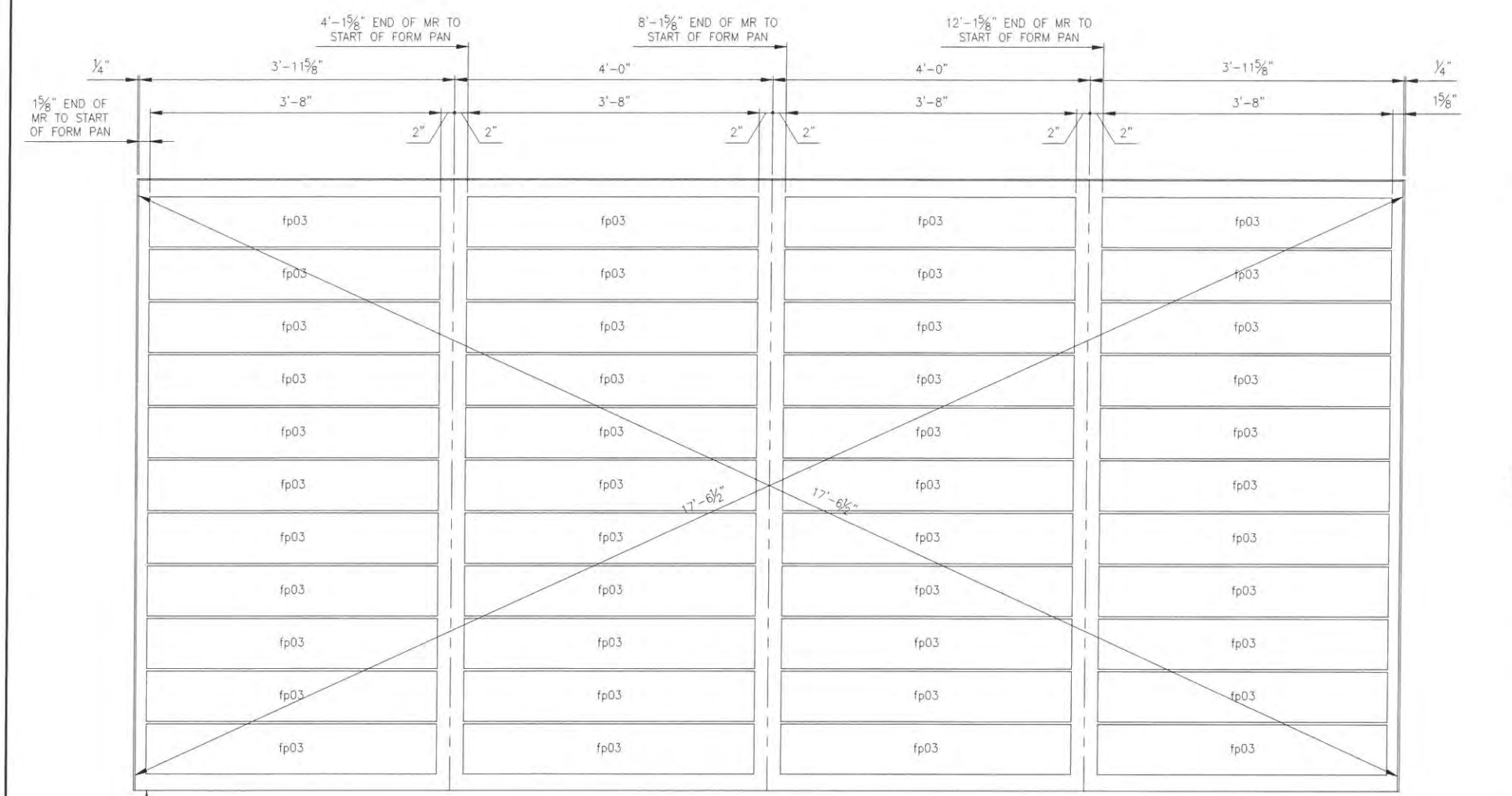
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
E N G I N E E R I N G

[illegible]



PANEL ASSEMBLY CHART 'AE'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb07	12	15'-11 1/4"	-
CROSS BAR	cb16	47	7'-8 5/8"	-
SUPPLEMENTAL BAR	sb08	22	15'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp19	1	15'-11 1/4"	-
TRIM PLATE 1/4" x 5"	tp20	2	7'-8 7/8"	-
20ga FLAT PAN 7 5/8"	fp03	44	3'-8"	-

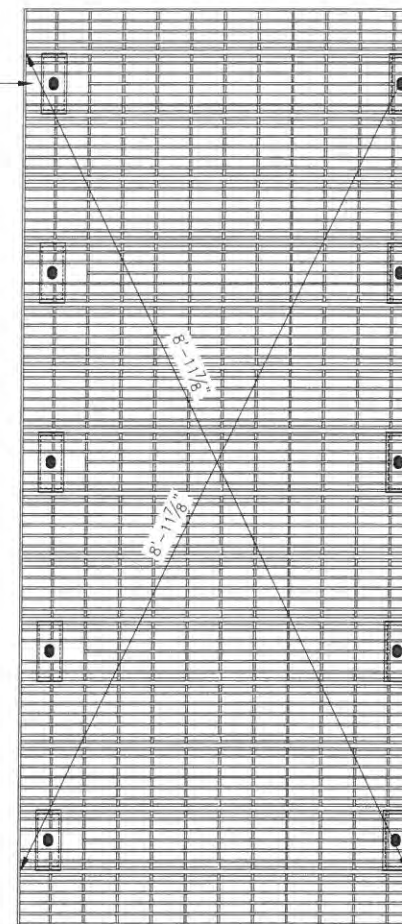
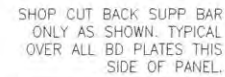
☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
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DATE: 3/17/15 BY: SH

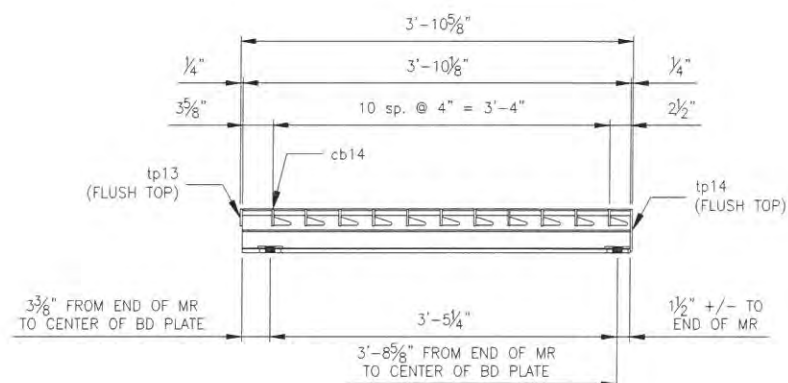
HARDESTY & HANOVER, LLC
ENGINEERING

LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE AE PANEL ASSEMBLY			
WDR	SMS	DATE 2/13/15	JOB NO. SD0549
CHECK	EDC	DATE 02/23/15	DRAWING WS-27
REV	DESCRIPTION	BY	DATE

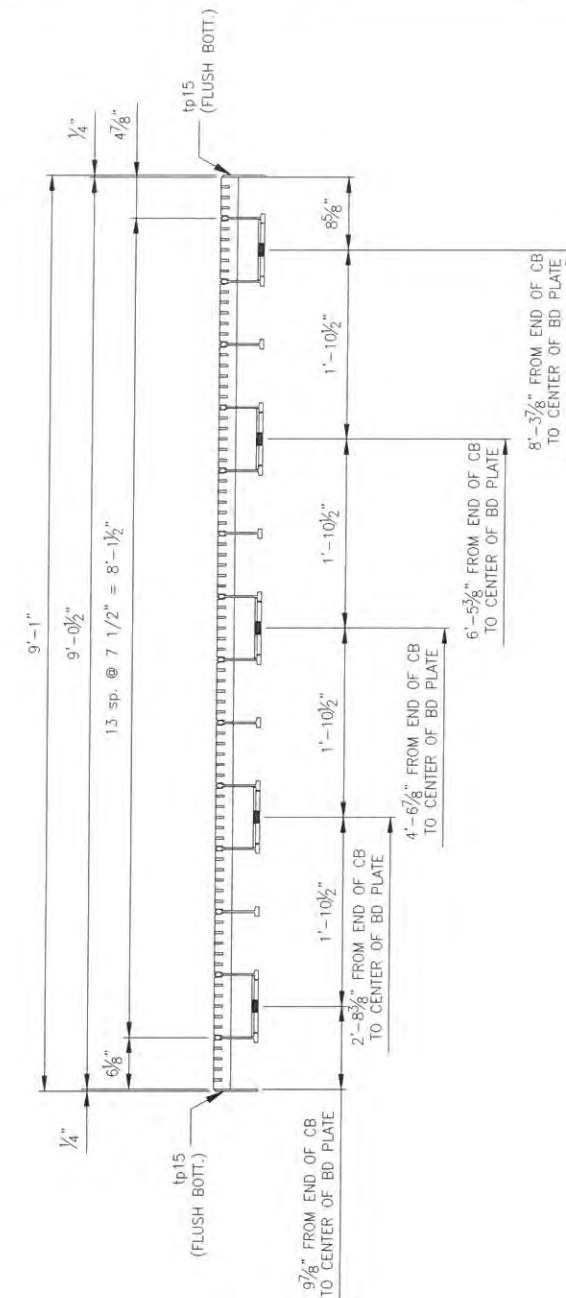


WELD PANEL
MARK HERE

PLAN



ONE - PANEL - RA



PANEL ASSEMBLY CHART 'RA'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb04	14	3'-10 1/8"	-
CROSS BAR	cb14	11	9'-0 1/2"	-
SUPPLEMENTAL BAR	sb05	72	3'-10 1/8"	-
TRIM PLATE 1/4" x 2 1/2"	tp13	1	9'-1"	-
TRIM PLATE 1/4" x 5"	tp14	1	9'-1"	-
TRIM PLATE 1/4" x 5"	tp15	2	3'-10 1/8"	-
BOLTDOWN PL. ASSEMBLY	bpa	10	-	SEE WS-30

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SHT

HARDESTY & HANOVER, LLC
ENGINEERING

NOTES:

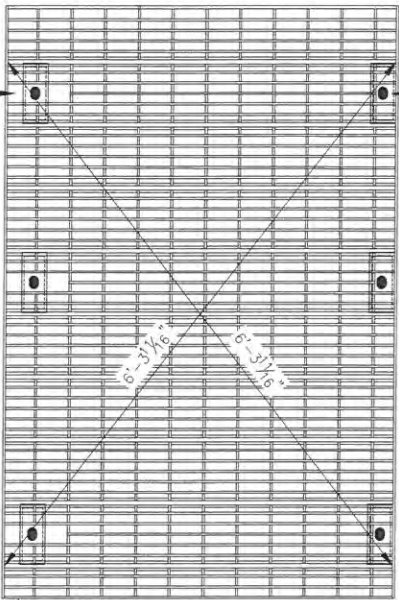
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

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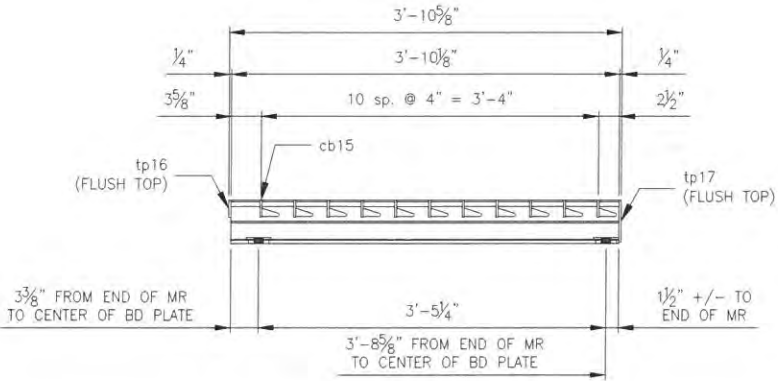
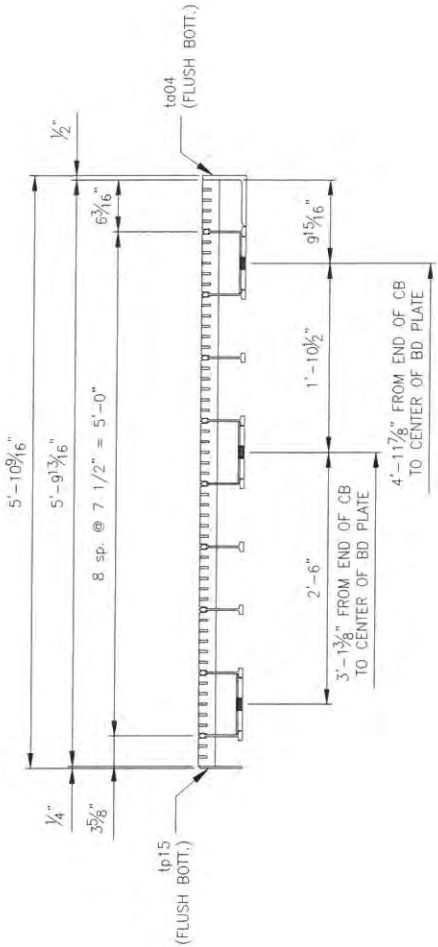
PANEL ASSEMBLY CHART 'RB'				
ITEM DESCRIPTION	PIECE MARK	No. REQ'D	LENGTH	REMARKS
BEARING BAR	bb04	9	3'-10 1/8"	—
CROSS BAR	cb15	11	5'-9 13/16"	—
SUPPLEMENTAL BAR	sb05	46	3'-10 1/8"	—
TRIM ANGLE 6"x6"x1/2"	ta04	1	3'-10 1/8"	CLIP VERT LEG
TRIM PLATE 1/4" x 5"	tp15	1	3'-10 1/8"	—
TRIM PLATE 1/4" x 2 1/2"	tp16	1	5'-10 9/16"	—
TRIM PLATE 1/4" x 5"	tp17	1	5'-10 9/16"	—
BOLTDOWN PL. ASSEMBLY	bpa	6	—	SEE WS-30

SHOP CUT BACK SUPP BAR AND CROSSBAR AS SHOWN, TYPICAL OVER ALL BD PLATES THIS SIDE OF PANEL.

SHOP CUT BACK SUPP BAR ONLY AS SHOWN, TYPICAL OVER ALL BD PLATES THIS SIDE OF PANEL.



PLAN



ONE - PANEL - RB

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

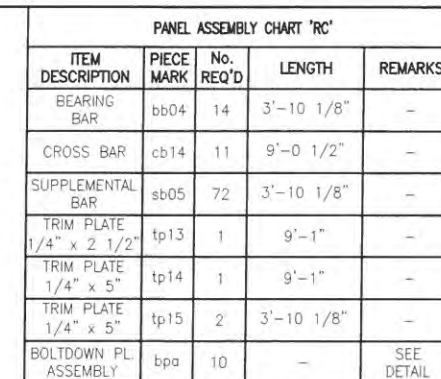
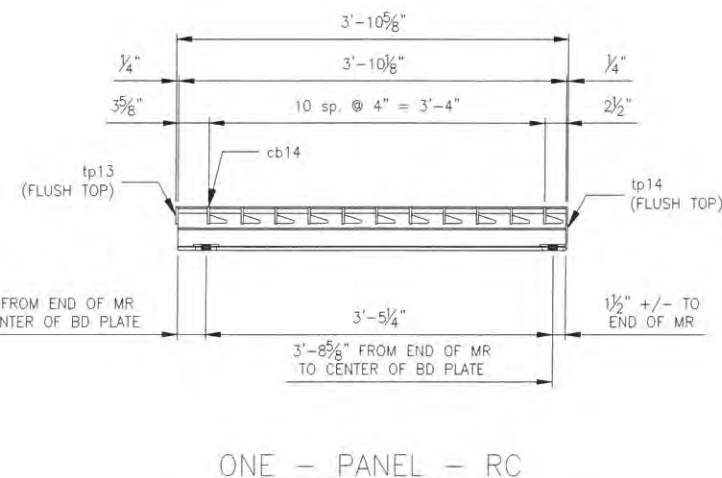
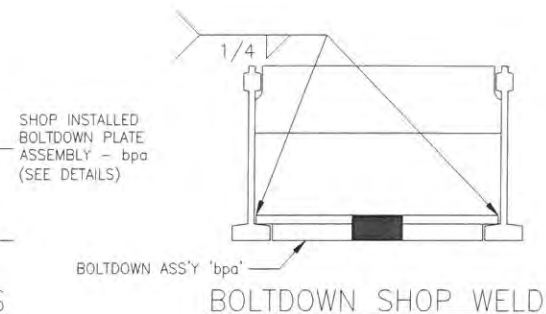
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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
ENGINEERING

- NOTES:
- USE SLUGS WHERE REQUIRED.
 - SERRATIONS NOT SHOWN FOR CLARITY.

LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co.		FLORIDA DEPARTMENT OF TRANSPORTATION	
MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142		BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY	
TYPE RB REMOVABLE PANEL ASSEMBLY			
DATE: 3/6/15	JOB NO. SD0549		
CHECK: EDC DATE: 3/9/15	DRAWING: WS-29		
REV	DESCRIPTION	BY	DATE



☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
 ENGINEERING

NOTES:
1. USE SLUGS WHERE REQUIRED.
2. SERRATIONS NOT SHOWN FOR CLARITY.

[illegible]

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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 WITH THE DESIGN REQUIREMENTS
 AND SPECIFICATIONS OF THE
 CONTRACT DOCUMENTS

DATE: 3/17/15 BY: SH

HARDESTY & HANOVER, LLC
 E N G I N E E R I N G

LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M & J CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY TYPE RD REMOVABLE PANEL ASSEMBLY			
MAKE SMS CHECK EDC	DATE 7/6/15 DATE 7/9/15	JOB NO. SD0549 DRAWING WS-31	REV. NO.



M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 FAX (727) 934-4665

Transmittal 217-175

May 18, 2016

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: ☐ / FedEx ☒ / Email ☐ / US Mail ☐ / Hand Deliver
☐ / Attached ☐ / Shop Drawings ☐ / Plans ☐ / Specifications ☐ / Copy of Letter

COPIES	DATE	NO.	DESCRIPTION
1	5/17/16		Extra Work – Grating Access panels

THESE ARE TRANSMITTED as checked below:

☐ / for approval ☐ / Approved as submitted ☐ / For your use
☒ / As Requested ☐ / Returned for corrections

Remarks: _____

Signed : Jeffrey Rock NAME: Jeffrey Rock, Superintendent

May 18, 2016

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E.- Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Grating Access Panels

Dear Mr. Banz,

For re-working the panels as drawn, M&J is submitting a price of.:

\$ 12,540.00

Please let me know if you have any questions.

Sincerely,

Jeffrey S. Rock

Jeffrey S. Rock
Superintendent
M&J CONSTRUCTION COMPANY
(727)946-7783

Town Of Bay Harbor Islands
Broad Causeway Rehabilitation
Contract No. BC-142

M&J Construction Company of Pinellas County, Inc
Grating Access Panels

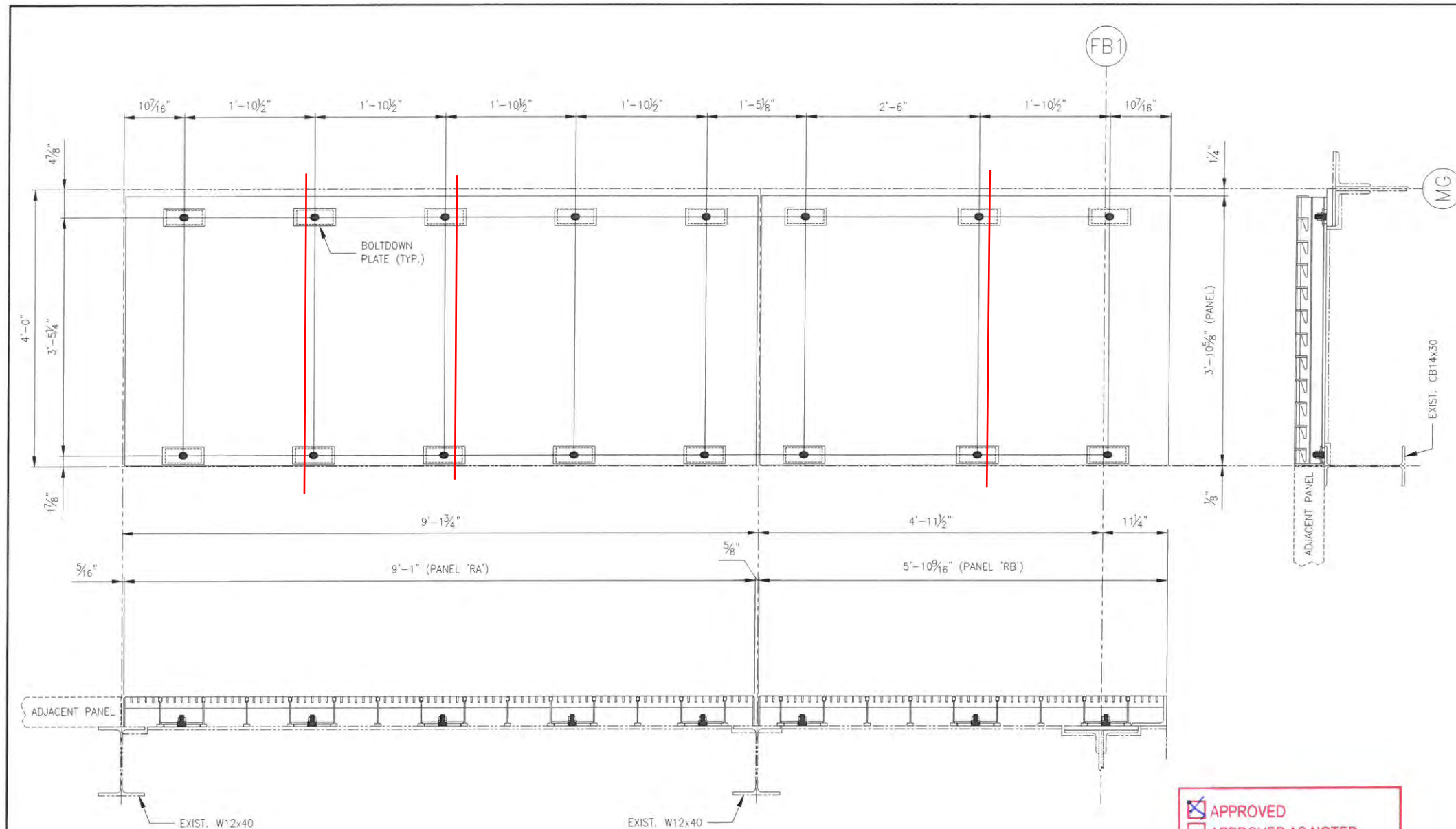
5/18/2016

LABOR:	Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Total Labor								\$ -

EQUIPMENT:	Equip. Rate	Oper. Rate	Total Rate	Reg. Hrs.	Total Cost
Total Equipment					\$ -

MATERIALS:	Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
Total Materials						\$0.00

MARKUP:	Cost	Markup %	Markup	Total Cost
Labor	\$ -	17.50%	\$0.00	\$ -
Equipment	\$ -	17.50%	\$0.00	\$ -
Materials	\$ -	17.50%	\$0.00	\$ -
Subcontractor	\$ 11,400.00	10.00%	\$1,140.00	\$ 12,540.00
Total				\$ 12,540.00 Total



PLAN OF REMOVABLE PANELS - RA & RB SHOWN
(RC & RD SIMILAR)

☒ APPROVED
☐ APPROVED AS NOTED
☐ RESUBMIT
☐ NOT APPROVED

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DATE: 3/17/15 BY: SH
 HARDESTY & HANOVER, LLC
 ENGINEERING

NOTES:
 1. WORK THIS DRAWING WITH LBE1.

LB Foster Fabricated Bridge Products		L.B. FOSTER COMPANY 415 HOLIDAY DRIVE PITTSBURGH, PA 15220	
FOR: M. & J. CONSTRUCTION Co. FLORIDA DEPARTMENT OF TRANSPORTATION MIAMI-DADE COUNTY ROAD No. 922 PROJ. No. BC142 BROAD CAUSEWAY BASCULE BRIDGE OVER INTERCOASTAL WATERWAY REMOVABLE PANEL PLAN			
MADE SMS CHECK NFB	DATE 3/6/15 DATE 02/23/15	JOB NO. SD0549 DRAWING LBE6	REV. NO.

Change Order

No. 020

Date of Issuance: March 27, 2016

Effective Date: March 27, 2016

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Interim supplement to Contract Pay Item 401-70-3: Restore Spalled Areas, to address quantity over-run from additional work necessary to restore the deteriorated concrete of the bent caps and pier plinths to acceptable structural standards.

Attachments (list documents supporting change):

1. Copies of original contract drawings B1-4, B1-14 thru B1-42 and B1-68 showing original quantities and mark-ups reflecting As-Built quantities due to additional repairs required; 2. Summary spread sheet thru 20 March 2016.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 019 :

\$ 911,960.50

Contract Price prior to this Change Order:

\$ 12,379,574.68

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 1,907,835.66

Contract Price incorporating this Change Order:

\$ 14,287,410.34

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 16.

ITEM: Discussion and possible action requested by Mayor Leonard regarding the installation of safety lights at critical intersections in the town. Enclosed find a copy of the quote and supporting documents.

DESCRIPTION:

Attached is additional information regarding this item and a quote provided by Lux Lighting for a test area in the amount of \$3,080.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

\$3,080

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Ronald Wasson, Town Manager

ATTACHMENTS

1.	Lux Lights Quote	Lux lighting quote.pdf
2.	FDOT - Lux info	FDOT - Lux lights.pdf



QUOTE # 051216001

10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA
t 561 498 2960 f 561 498 2305

Customer Number : CIT-BAYHARBOR
Quote Date : 05/12/16
Estimated Start : TBD
Estimated Finish: TBD

Job Location: MULTIPLE LOCATIONS
Job Number : 001
P.O. Number : QUOTE
Ordered By : R.WASSON
Written By : VCASTRO
Salesperson : VCASTRO

Job Site

99 ST East Broadview Drive
99 ST West Broadview Drive
101 ST East Broadview Drive
95 ST Broadview Terrace

Customer

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
T: (305) 866-6241
F: (305) 866-4863
E: RWASSON@BAYHARBORISLANDS.NET

ITEMS:				
Qty	Equipment	Description	Notes	Amt.
20	LS1000	SINGLE DIRECTION - FLASHING RED STOPBARS IIRPMS	@ \$104. EACH	2080.00

Item Subtotal: 2,080.00

MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
20	LS1000 INSTALLED INTO SURFACE AS PER PLAN	@ \$50. EACH		1000.00

Item / Misc Subtotal: 1000.00

COMMENTS/NOTES:

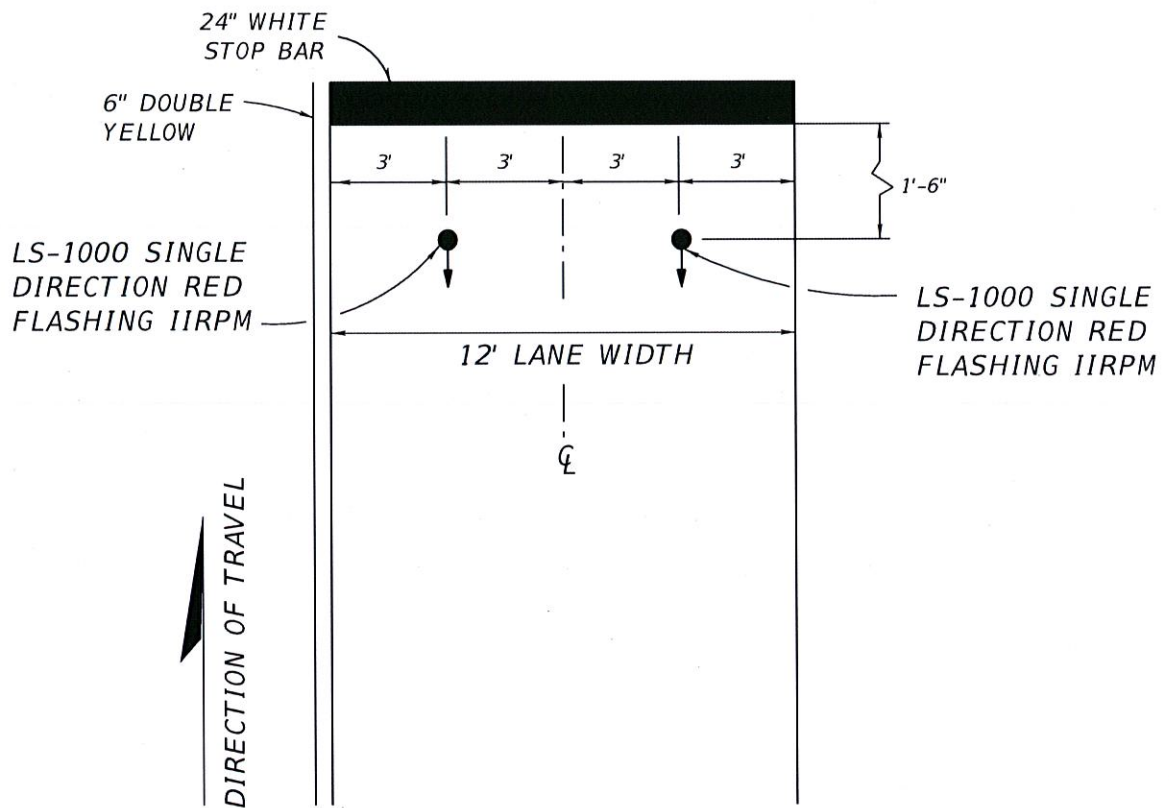
- Installation includes all hardware, Resin & Adhesive
- MOT not included
- Proposal **does not** include taxes

Agreement Subtotal: \$3,080.00
Tax:

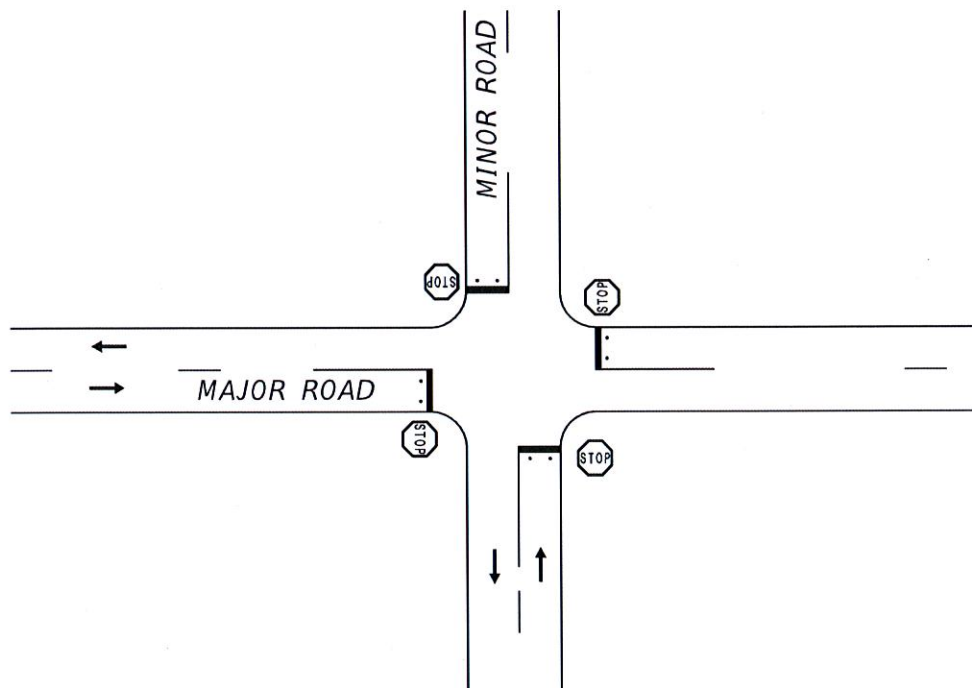
THIS IS NOT AN AGREEMENT, PO & 50% PROCUREMENT DEPOSIT NEEDED TO PROCEED!

Estimated Total: \$3,080.00

Note: This proposal may be withdrawn if not accepted within 30 days.



FOUR WAY STOP INTERNALLY ILLUMINATED SOLAR ROAD MARKER DETAIL
(2 IIRPM'S PER APPROACH)



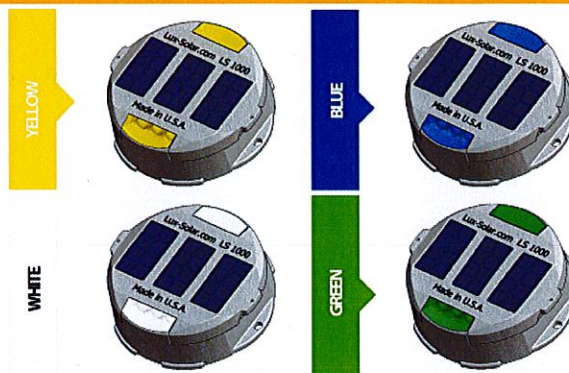
Specifications for Model : LS1000

MADE IN
USA

PATENT PENDING

Dimensions and Weight

Size: $\varnothing 5.9" \times 2"$ ($\varnothing 150 \times 50\text{mm}$)
Weight: 3.4 lbs (1,250g)



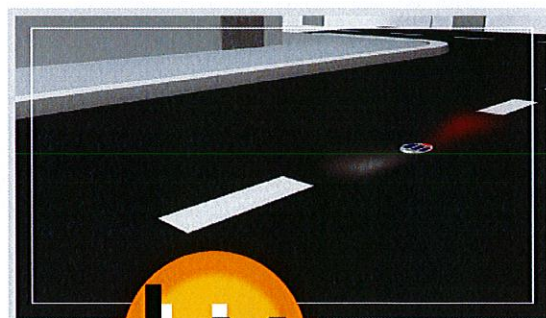
Physical Properties

Compressive Strength 120,000 lbs (535,000 N)
Water Proof IP68
Operating Temperature -40°C to $+70^{\circ}\text{C}$
Operating Time more than 16 hours
Onset Point 150 - 350 LUX
Charging Time 3hrs (sunny) to 8hrs (Cloudy and Rainy)

Lighting Properties

Model	Colors	Avg Luminance Intensity (Lux)	Typical Light Output (mcd)
LS1000	Red	44	1500
	Green	64	1475
	Blue	21	650
	Yellow	32	1500
	White	133	4769
Average intensity is measured at the unit			

Type: Steady, Slow Flashing (1/sec), Fast Flashing (3/sec) and Steady/Flashing



www.Lux-Solar.com

Basic Components

Crystalline Silicon Solar Cells 3 x 6	Solar Module Size Solar Maximum Output Power Solar Voltage	54mm x 27mm 3 x 70mA 3.15V
LED	LED Size LED Current LED Voltage LED Wattage LED Quantities	3.2mm x 2.7mm 20mA per each 3V 3.6 mW 3PCS/6PCS
Power Storage	Hybrid Capacitor Number of Hybrid Capacitors	2.3V 120F 2PCS
Aluminum Die Cast Housing	Aluminum A383 Die Cast with Polycarbonate Lenses & Solar Windows	
Electronic Controller	MAIN PCB uses Ultra Low Power Microprocessor control to provide a steady flash rate over the temperature range.	





Saving Lives we will never meet

10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA t 561 498 2960 f 561 498 2305

OFFICIAL U.S. MANUFACTURER OF THE SOLAR ROAD MARKER INDUSTRY



HOME COMPANY IIRPM'S TECHNOLOGY FUNDING CONTACT US

OUR MANTRA

:: Saving Lives We Will Never Meet ::

VISION



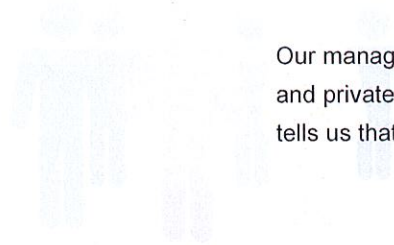
Lux-Solar lends a true positive impact to today's most complex traffic issues. Pro "wrong-way crashes", poorly illuminated roadways, guidance during inclement weather with alternative methods, just to name a few.

In addition to these solutions our products reduce maintenance costs on typical roadways by providing solar driven technology, and help lower scrap which reduces landfill

We develop true turnkey solutions that save human lives and simultaneously help reduce our footprint with sustainable renewable energy technology.

THE TEAM

We don't just sell a product, we provide the solution.



Our management and engineering division is comprised of Professional Traffic Engineers and private traffic design. This experience provides VISION to our swiftly changing industry tells us that what once was a solution has very little to lend in today's quick pace

SOLUTIONS



IIRP

Technology - Lux-Solar IIRPM LED Lights :: In-Roadway Solar Powered Markers

1st introduced 10 years ago, Lux-Solar offers the original, true construction-grade LED solar powered In-Roadway Solar Powered Markers in a variety of colors designed for both decorative and safety outdoor lighting. 100% solar-powered, our lights are maintenance-free—making them easy to install and maintenance-free.

- Our solar In-Roadway IIRPM LED lights work by storing (and later releasing) energy in a patented ultra-capacitor. The ultra-capacitor's discharge cycles (one charge and discharge cycle = one day). A ultra-capacitor's lifespan is 100 times the lifespan of a battery included in solar lighting.
- Using an ultra-capacitor means our In-Roadway Solar Markers IIRPMs can also handle extreme heat & cold. They work their best between -40F to 158F (or -40C +70C).
- Manufactured in an ISO 9001 facility, Lux-Solar's IIRPM lights are also IP68 waterproof, allowing them to support the weight of a fully loaded semi, our lights are virtually indestructible.

Why Our In-Roadway Solar Markers Lights are the Best

- They have the shortest charge time and longest discharge (operational time) than any similar product on the market.
- They are brighter than any similar product on the market.
- They lose zero light output throughout the night, regardless of charging conditions.
- They use anti-slip, UV treated polycarbonate and Aluminum A383 Die Cast top covers.
- They have the most versatile installation locations and conditions: underwater, vertically, horizontally, and more.



SURFACE MOUNT

MODEL LS500

LS500 provides effective zero maintenance guiding & warning lighting solutions.

Our LS500 models come in five colors and seven configurations:

COLORS:
Red - Yellow - Blue - White - Green

- CONFIGURATIONS:**
- 3LED for one-way traffic
 - 6LED for two-way traffic
 - Steady
 - Slow Flashing
 - Fast Flashing
 - Steady / Flashing
 - Multiple color configuration



- APPLICATIONS:**
- Curb Warning
 - Barrier Wall Lighting
 - Curve Ahead Warning
 - Traffic Control

Installed for MOT :: QATAR

BARRIER WALL / CURB



Lux Solar - Mission

A simple business approach with the **SOLE** purpose to provide **SAFETY** to our **ROADS**.

To deploy a true turnkey solution that saves human lives and simultaneously helps our planet by reducing the carbon footprint with a sustainable renewable energy, innovative technology.

Saving Lives we will never meet



10891 La Reina Rd Suite 100
Delray Beach FL 33446 USA

† 561 498 2960 :: † 561 498 2305

www.lux-solar.com

Internally Illuminated Raised Pavement Markers



IRPM Dev707

Steady / Flashing :: White / Yellow / Red / Blue / Green

- 3.30 in TYP
- 1.25 in TYP
- 1.03 in TYP
- .93 in TYP
- .60 in TYP
- .50 in TYP
- (.35) in



MADE IN
USA



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Program Management

Program Management / Product Evaluation

Innovative Product List (IPL) Index



Innovative Product List (IPL) Index

For questions about the IPL, please contact

Karen Byram,

Product Evaluation Administrator

Phone: (850) 414 - 4353

Fax (850) 414 - 4199

The Innovative Products List (IPL) identifies the products under consideration by the Department for project use in conjunction with Developmental Specifications, Developmental Design Standards and/or Draft language in other Department documents. These developmental documents and products have potential use on the State Highway system but need to be evaluated under actual field conditions. You are encouraged to use these products when applicable to your project subject to the following conditions:

- These lists are not exclusive. You may request consideration for alternative products.
- The use of any of these developmental or draft documents, IPL products and/or alternative products must be approved by the Monitor.

Project list may be viewed on the [Developmental Specifications](#) or [Developmental Design Standards](#) web page.

Developmental Specification	Developmental Design Standard	Description	Monitor	Product List
Dev416		Installation of Post-Installed Anchor Systems and Dowels for Structural Applications in Concrete Elements. This specification includes the use of Undercut Anchor Systems. Note: Use with Dev937.	Gevin McDaniel	
Dev937		Post-Installed Anchor Systems and Dowels for Structural Applications in Concrete Elements. This specification includes the materials for the use of Undercut Anchor Systems. Note: Use with Dev416.	Gevin McDaniel	
Dev425		Retractable Curb Inlet Screen for use on roadways with a posted speed limit of 40 mph or less.	Rick Renna	
Dev438		Thirsty Duck Early Riser 200 Buoyant Flow Control Device allows for a constant discharge of water out of a storm water management facility.	Rick Renna	
Dev540	IDDS-D450	High Tension Cable Barrier System	Derwood Sheppard	Trinity - CASS-TL4 Cable Safety System, FDOT Report Nucor - NU-CABLE Barrier Systems, FDOT Report Brifen - Brifen Wire Rope Fence, FDOT Report Gibraltar - Gibraltar Systems, FDOT Report
Dev548		Retaining Wall Systems - used when Segmental Block MSE Walls (SBW) are allowed.	Larry Jones	
Dev549	IDDS-D6025	Geosynthetic Reinforced Soil Abutments and Walls	Larry Jones	

Dev549TW	IDDS-D6025	Temporary Geosynthetic Reinforced Soil Walls	Larry Jones	
Dev655		Warning Gate System (WGS)	Alan El-Urfali	Versilis Inc. - Swiftgate
Dev688		Road Weather Information System (RWIS)	Alan El-Urfali	Microcom Design, Inc. - XPress Datasheet
Dev707		Internally Illuminated Raised Pavement Markers	Alan El-Urfali	Lux-Solar
Dev930MMA		Materials for Concrete Repair - Methyl Methacrylate (MMA) Polymer Materials	Mike Bergin	BASF - MasterEmaco S 6000 Transpo Ind. - T-17
Dev992LED		Highway Lighting Materials - LED	Chester Henson	

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Florida Department of Transportation
Innovation, Mobility and Economic Development

INTERNALLY ILLUMINATED RAISED PAVEMENT MARKERS.**(REV 10-3-14)**

The following new Section is added after Section 706:

SECTION 707**INTERNALLY ILLUMINATED RAISED PAVEMENT MARKERS****707-1 Description.**

Furnish and install Internally Illuminated Raised Pavement Markers (IIRPMs) as shown in the plans. IIRPMs are steadily illuminated lights installed in the roadway surface used (1) as a positioning guide in the roadway immediately adjacent to or on top of curbs on the approach ends of raised medians and around islands and (2) to supplement or substitute for longitudinal line markings. IIRPMs may be used with and without raised retroreflective pavement markers (RPMs).

707-2 Materials.

An IIRPM typically consists of a housing; transparent cover or lens; light source; and electrical power supply. IIRPMs are classified by electrical power supply as either (1) low voltage cable or (2) solar powered. The IIRPM shall be designed and manufactured of materials and components intended for placement in a roadway. The IIRPM must withstand heavy vehicular traffic wheel loads. The compressive strength of the IIRPM shall exceed 30,000 pounds.

707-2.1 Functional Requirements: IIRPMs shall provide enhanced guidance for drivers during night or low light conditions, and shall be steadily illuminated when operating. The illumination shall not flicker or pulse between 5 and 30 flashes per second, to avoid frequencies that might cause seizures. IIRPMs shall conform to the color of the marking for which they serve as a position guide, supplement or substitute.

707-2.2 Height and Dimensional Requirements: The maximum height above the roadway of an installed IIRPM shall not exceed 3/4 inch. The maximum width dimension of the IIRPM shall not exceed 8 inches. The maximum depth of embedment of the IIRPM housing into the roadway shall not exceed 2-1/2 inches.

707-2.3 Housing: The housing shall be made of galvanized steel, aluminum or other material capable of providing the structural integrity necessary to withstand heavy vehicle traffic.

707-2.4 Cover or lens: The cover or lens shall provide a waterproof and impact resistant compartment for the IIRPM light source and other internal electronics. The cover or lens shall be a UV stable, crack resistant material meeting the requirements of ASTM D4280.

707-2.5 Light source: The light source(s) of the IIRPM shall be light emitting diodes (LEDs). White, yellow, red, and blue IIRPMs must be available from the manufacturer.

The IIRPM shall have a minimum light luminous intensity level as specified in Table 1 when measured at the LED source.

Table 1	
Color	Minimum Intensity
White	50.0 lux
Yellow	10.0 lux

Red	15.0 lux
Blue	1.0 lux

The light produced by the IIRPM must only be visible from the direction(s) of traffic that it is intended to guide. No light produced by the IIRPM should be visible when viewed from a height of 3.5 feet above the pavement at a distance of 20 feet from the opposite quadrant or side quadrants of the IIRPM's LED projection quadrant.

707-2.6 Electrical Specifications: Electrical power for the light source(s) and other electronics within the IIRPM may be provided by solar power or a low voltage cable between the IIRPM and a control cabinet. The maximum voltage allowed in the cable is 24V (AC or DC).

The cable can be used to directly power or charge a battery or super capacitor within the IIRPM.

Solar powered IIRPMs must meet the requirements of Table 1 for at least 16 hours of continuous duty without sunlight. Charging time shall be less than 3 hours during sunny conditions and less than 8 hours during cloudy conditions. Operation shall be controlled by a photoreceptor located inside the IIRPM.

707-3 Installation Requirements.

For guidance on roadway spacing, MUTCD, Section 3B11 and 3B12 shall be followed. Install the IIRPM according to the manufacturer's recommendations. Use the size and type of low voltage power cables specified by the IIRPM manufacturer.

Cables placed in saw cuts in the roadway surface must be per the manufacturer's recommendations. Cables not in the roadway must be placed in pull boxes and conduit. Installation may include the removal of roadway surface material in order to recess a portion of the IIRPM housing; the use of an epoxy or bituminous adhesive; saw cutting, placement of electrical wire and sealing; and the installation of conduit, pull boxes and power control cabinet.

The following installation characteristics are prohibited: excessive or crude removal of roadway surface material to allow a portion of the IIRPM housing to be recessed; unsightly or distracting roadway surface appearance around the installed IIRPM; or the use of nails, screws, spikes or similar hardware devices to secure the IIRPM to the roadway surface whether permanent or temporary.

Restore any areas impacted by the installation of the IIRPM to original condition unless otherwise shown in the plans.

707-4 Warranty.

Ensure the IIRPM assembly has a manufacturer's warranty covering defects for five years from the date of final acceptance in accordance with Section 5-11 and Section 608. Ensure the warranty includes providing replacements within 30 calendar days of notification for defective parts and equipment during the warranty period at no cost to the Department.

707-5 Method of Measurement.

The Contract unit price for each IIRPM will included furnishing, placement, and testing of all equipment and materials, and for all tools, labor, hardware, operational software packages and firmware, supplies, support, personnel training, documentation, and incidentals necessary to complete the work.

707-6 Basis of Payment.

Price and Payment will be full compensation for all work specified in this Section.

Payment will be made under:

Item No. 707-1 Internally Illuminated Raised Pavement Marker

Do Not Use Without
CO Specs Authorization

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 17.

ITEM: Discussion requested by Mayor Leonard regarding the upcoming 70th Anniversary of the Town's incorporation April 28, 1947.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 18.

ITEM: Discussion and possible action requested by Council Member Fuller on a design submitted by Calvin, Giordano & Associates for a possible Dog Park to be located on Kane Concourse and West Broadview Drive. Enclosed find the cost estimate and sketch that was provided by Calvin, Giordano & Associates.

DESCRIPTION:

At the May 9th, Regular Council Meeting, staff was instructed to research on the cost estimate for a possible Dog Park on the vacant land located on the southwest corner of West Broadview Drive and Kane Concourse.

Enclosed find the cost estimate and proposed concepts submitted by Calvin, Giordano & Associates.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

The overall cost estimate provided by Calvin, Giordano & Associates is in the amount of \$317,773.56

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Joshua Fuller, Council Member

ATTACHMENTS

1.	Cost Estimate	Doggie Park Proposal.pdf
----	---------------	--------------------------

DESCRIPTION	UNIT PRICE MAT. & LAB	UNIT	QTY.	ESTIMATED AMOUNT
-------------	--------------------------	------	------	---------------------

GENERAL

Site Demolition and Preparation	\$23,000.00	LS	1	\$23,000.00
Fine Grading for Passive Drainage	\$12,000.00	LS	1	\$12,000.00
Surveying Layout Services	\$2,000.00	LS	1	\$2,000.00
GENERAL SUBTOTAL				\$37,000.00

SITE IMPROVEMENTS

Dog Fencing - 4' Ht. Alum. Fence only for interior lawn area	\$85.00	LF	415	\$35,275.00
Fencing - 4' Ht., Aluminum Gate, double with automatic latch	\$450.00	EA	2	\$900.00
Paver Areas - Entry Access and Seating Area Plaza	\$6.50	SF	1200	\$7,800.00
Walkways - Compacted Limerock Sub-base	\$4.50	SF	6150	\$27,675.00
Walkways - Concrete, 5'-Wide Sidewalk	\$27.00	LF	410	\$11,070.00
SITE IMPROVEMENTS SUBTOTAL				\$82,720.00

SITE AMENITIES

Site Furnishing - Benches	\$2,200.00	EA	6	\$13,200.00
Site Furnishing - Receptacles	\$3,200.00	EA	3	\$9,600.00
Site Furnishing - Trellis	\$18,000.00	EA	1	\$18,000.00
Site Furnishing - Sign Feature	\$1,200.00	LS	1	\$1,200.00
Site Furnishing - Doggy Pick-up Station	\$800.00	LS	2	\$1,600.00
Light Fixtures - Low Level	\$3,500.00	EA	2	\$7,000.00
Electrical connection and services	\$6,000.00	LS	1	\$6,000.00
EQUIPMENT SUBTOTAL				\$56,600.00

VEGETATION AND PLANTING - TREES AND PALMS

Palm - Large Palm	\$1,200.00	EA	6	\$7,200.00
Palm - Small Palm	\$450.00	EA	12	\$5,400.00
Tree - Shade - Large	\$800.00	EA	4	\$3,200.00
Tree - Shade - Small	\$350.00	EA	16	\$5,600.00
Shrub - Massing	\$12.50	EA	1000	\$12,500.00
Sodding - St. Augustine Floratam Sod	\$0.50	SF	2000	\$1,000.00
Sodding - Floratam Sod - 6" Planting Soil 80/20 Mix	\$35.00	CY	50	\$1,750.00
Irrigation	\$35,000.00	LS	1	\$35,000.00
VEGETATION AND PLANTING SUBTOTAL				\$71,650.00

OVERALL SUBTOTAL

\$247,970.00

SOFT COSTS

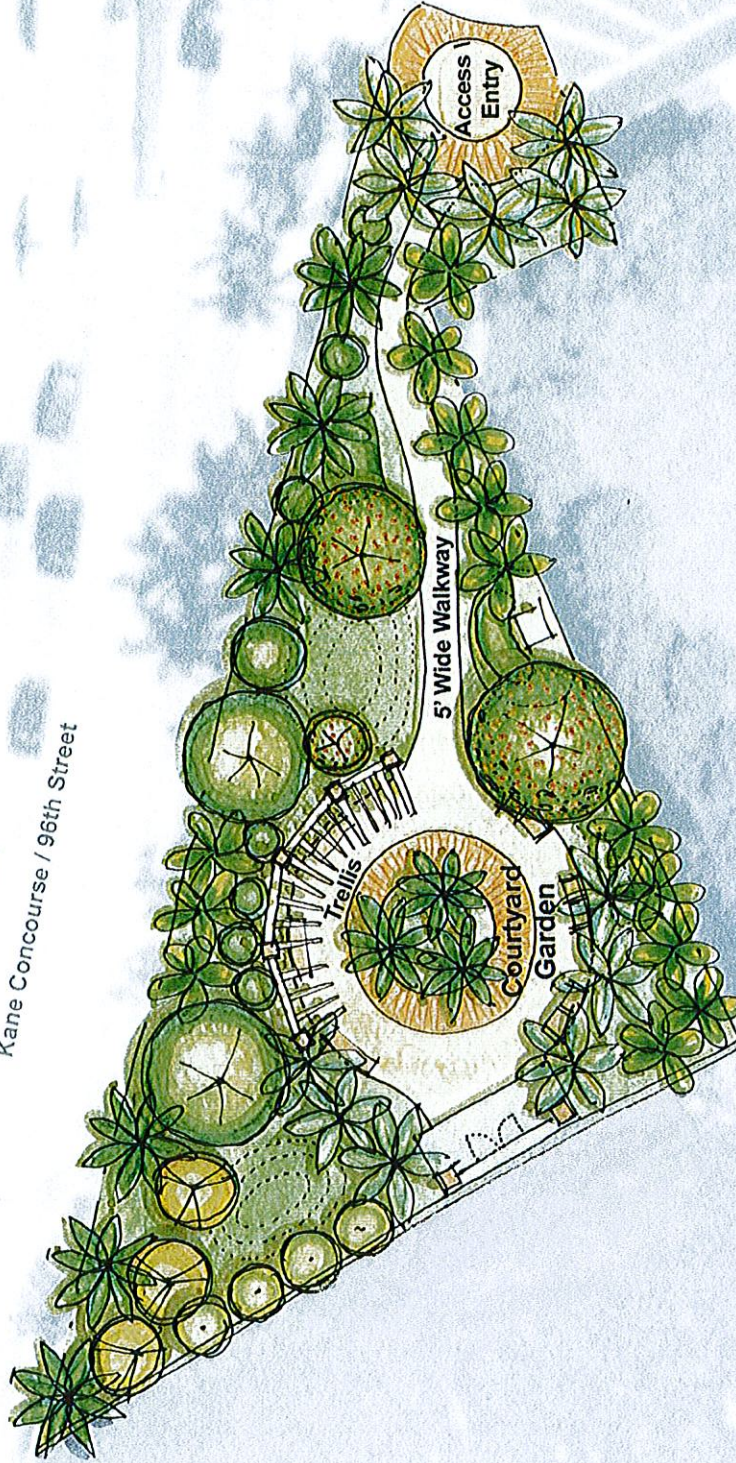
Contractor Mobilization (Estimated at 5%)	\$12,398.50
Design Fees (Estimated at 11.5%)	\$28,516.55
Contingencies (Estimated at 10%)	\$28,888.51

OVERALL TOTAL

\$317,773.56



Kane Concourse / 96th Street



W. Broadview Dr.

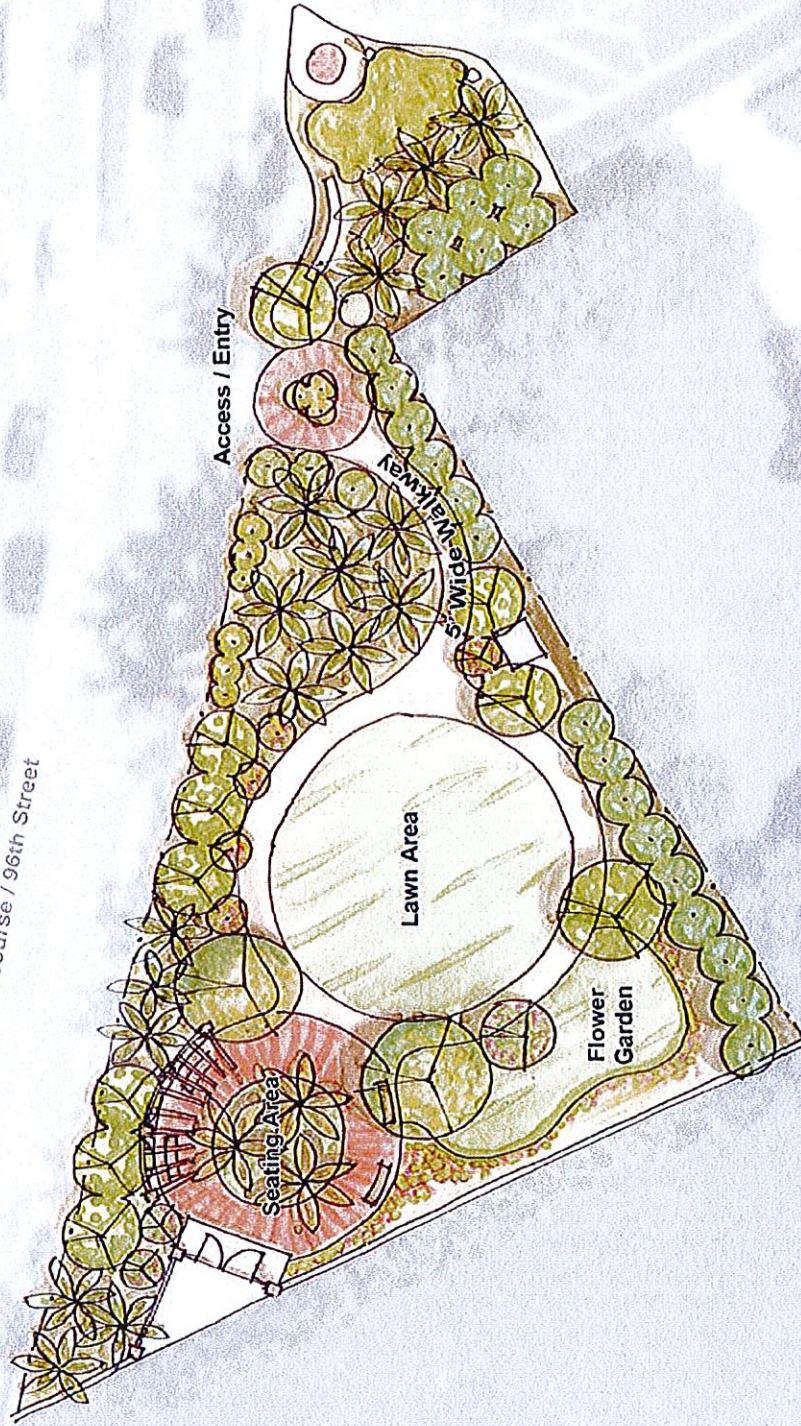


Bay Harbor Islands Park Concept B





Kane Concourse / 96th Street



W. Broadview Dr.



Bay Harbor Islands Park



AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Fuller of our lobbying approach, and the possibility of engaging additional lobbying services in Tallahassee.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

June 13, 2016

ITEM NUMBER: 20.

ITEM: Discussion and possible action of a recommendation from the Board of Trustees (Retirement Board) regarding possible enhancements to the General Employees benefits under the retirement plan.

DESCRIPTION:

At the Retirement Board meeting held in May, the board recommended improvements to the General Employees retirement benefits as follows:

- Increase the benefit formula multiplier for service earned after September 30th by 0.25%. Increase in required contribution from the Town \$71,703
- Increase the benefit formula multiplier for services earned after September 30, 2016 by 0.50%. Increase in Required contribution from the Town \$50,642.50
- Increase the retirement subsidy by \$25 per month from \$350 to \$375. Increase in required contribution from the Town \$6,153
- Allow general employees to choose a partial lump sum option with the remainder of the accrued benefits payable in one of the annuity forms of payments. Increase in required contribution \$0.

The benefits were assumed to apply only to those who were actively employed by the Town as a general employee as of October 1, 2015.

If the Town Council recommends these options for approval, an ordinance will need to be drafted to amend Chapter 16, Retirement System, to incorporate the changes. Along with the ordinance a full actuarial study would need to be done.

Enclosed is additional information given to the Board of Trustees in previous meetings regarding this request and a table with preliminary estimates provided by Finance Officer Alan Short to the Retirement Board at the May meeting.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

Increase in required contribution to the Retirement System for General Employees if all options are approved is \$128,498.50

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Retirement Board information	Retirement Board info.pdf
----	------------------------------	---------------------------

Provided May 10, 2016

Town of Bay Harbor Islands Employees Retirement System (General Employees)

Alternative Benefit Options As of October 1, 2015

Alternative	Change In Projected Benefit Liability	Increase in Required Contribution (as a % of pay for general employees)
A. Increase the benefit formula multiplier for service earned after September 30, 2010 by 0.25% (Note: The cost may be increased proportionally to reflect a larger increased multiplier; for example, a 0.50% increase would cost twice as much as the amount shown to the right.)	+ \$503,048	+ 3.03% \$71,703.25 \$143,406.50
B. Increase the benefit formula multiplier for service earned after September 30, 2016 by 0.25% (Note: The cost may be increased proportionally to reflect a larger increased multiplier; for example, a 0.50% increase would cost twice as much as the amount shown to the right.)	+ \$214,381	+ 1.07% \$25,321.25 \$50,642.50
C. Increase the retirement subsidy by \$25 per month from \$350 to \$375 (Note: The cost may be increased proportionally to reflect a larger increased supplement; for example, a \$50 increase would cost twice as much as the amount shown to the right.)	+ \$39,243	+ 0.26% \$6,153
D. Provide an automatic annual cost-of-living adjustment (COLA) equal to the lesser of 2.00% or the increase in the Consumer Price Index (CPI) for the past year	+ \$1,708,207	+ 10.95% \$259,123
E. Allow general employees to choose a partial lump sum option with the remainder of the accrued benefit payable in one of the annuity forms of payment	+ \$0	+ 0.00%

Note: The benefit alternatives described above have been assumed to apply only to those participants who were actively employed by the Town as a general employee as of October 1, 2015.

Highlighted options were approved by the Board of trustees for the town's Retirement Plan for General employees at the meeting held May 10, 2016

2

PROPOSED RETIREMENT BENEFITS FOR GENERAL EMPLOYEES

In preparation for this meeting, I sent out an email to all 41 General Employee members of the Retirement Board. I spoke to many of them and one thing was abundantly clear, most of the general employees have little understanding of the retirement system. The last Plan Summary was done in 2002; therefore, neither the General Employees nor the Police Members have a written document they can refer to for additional information. I answered questions and solicited input regarding benefit enhancements and below are some of the things that were brought up.

I would respectfully request that if the Board were to give direction for an actuarial study to be done on the items listed below, a time frame or deadline be given to the consultant to have the study submitted to the Board. The Board only meets quarterly at the moment and everything seems to take a while to get done. For Example: Southern Actuarial Services was given direction to prepare a Summary Plan Description in August 2015, but we still don't have the document. At the last Board meeting in November, I mentioned again that I would like to see the document before our next meeting and I still haven't seen a copy of it. The plan descriptions is long overdue and clearly needed so the employees have a simplified explanation of the retirement benefits offered by the Town.

Multiplier - (see attached table) - The multiplier for General Employees is based on the level of contribution to the system but it would be easier to understand if the numbers were converted to a percentage as opposed to a fraction. The enclosed table contains an additional column for a proposed multiplier increase for general employees. This was the most important request made by employees that spoke to me about possible changes. We understand that an actuarial study would need to be done to ascertain what the cost to the Town would be, and that is what we are requesting at this point. It would be great if the study can determine the cost to offer the multiplier increase retroactively for a period of time (perhaps back to 2010, 2012?). After the study is complete the Board can have a meaningful discussion and offer a recommendation to the Town Council to change the ordinance.

I researched the last time the multiplier was increased for General Employee Members and found that Ordinance No. 641, Adopted February 8th, 1999 increased the multiplier to what it is today. The previous ordinance which addressed the multiplier was Ordinance No. 419, Adopted September 10, 1984 providing a multiplier of 1% for 2% contribution up to 2% for 10% contribution (see attached).

Retirement (Health Insurance) Subsidy - \$375 for General Employees until age 65, (currently \$350). This can be accomplished rather easily. The ordinance is simple and it needs to be changed anyway to comply with the approved PBA contract for the increased police benefit.

COLA for Retiree Monthly Benefits - This was also discussed by some of the employees who approached me. Some only inquired about having a retirement COLA. I feel that perhaps having a cap of 2%, no matter what the CPI is for the particular year might be something the Board can consider. For example if the CPI is below 2%, then the CPI number would be used, but if the CPI is above 2% a maximum COLA of 2% would be established for that year.

Retirement Benefit Options - Add an option for a partial lump sum distribution, followed by monthly benefits (of course the monthly benefits would be reduced depending upon the amount of the partial lump sum requested). Perhaps the Board might want to have a limit based on a percentage of the total benefit owned (for example, no more than 50% of the lump sum calculation to be withdrawn with this option). This came up in the context that sometimes employees need a

considerable sum of money to pay off their mortgage or purchase a new home in a different location. In this case, they would like the option to take out some of their money up-front but continue to receive a monthly benefit. At the moment, is either a monthly benefit or a lump sum.

The current options available under the Retirement Ordinance are as follows:

- (a) **Joint and last survivor option:** A member may elect to receive a decreased retirement benefit during his lifetime and have such decreased retirement benefit (or a designated fraction thereof, which shall include 50 percent, 66²/₃ percent, 75 percent and 100 percent) continued after his death to and during the lifetime of another person, designated a "contingent annuitant."
- (b) **Five or ten years certain basis:** A member may elect to take a reduced benefit on a basis providing that such benefit shall be payable for a period of life and five or ten years certain in any event.
- (c) **Social Security option:** If a member retires prior to his earliest date upon which he becomes entitled to receive Social Security benefits, other than for disability, he may elect to receive an increased benefit from the system until such time as Social Security benefits commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance throughout the period of his retirement.
- (d) **Prior death of contingent annuitant:** The election by a member of option (a) above shall be null and void if the designated contingent annuitant dies before the member's retirement.
- (e) **Lump sum option:** A member may elect to take the actuarial equivalent lump sum value of his benefit otherwise payable. This option shall be available only to those members who have reached early or normal retirement age and to the beneficiary or estate of a member who dies while still employed with the town.

The Employees understand and appreciate the Board's consideration of the benefit enhancements being brought forth and hope that thoughtful consideration is given to the requests.

I have also enclosed a summary of all the ordinances adopted in the last 15 years so the Board can quickly see what changes have been done to the retirement system and which ones actually resulted in a benefit to the general employees. In the last 15 years there has not been a substantial benefit to the Town's General Employees. The last benefit was in 2008 where the vesting schedule was reduced to 5 years for General Employees and the Retirement Subsidy was established for both General Employees and Police Members.

Thank you.

February 7, 2016

Total Contribution Rate Including Voluntary Contributions ¹			Benefit Accrual Rate		
	Prior Service			Membership Service ²	
	General (percent)	Police (percent)	Proposed for General Employees	General (percent)	Police (percent)
2%			1.75%	1¼ - <u>1.25%</u>	1¾
3			1.875%	13/8 - <u>1.375%</u>	17/8
4			2%	1½ - <u>1.5%</u>	2
5			2.125%	15/8 - <u>1.625%</u>	21/8
6	1¼	1¾	2.25%	1¾ - <u>1.75%</u>	2¼
7			2.375%	17/8 - <u>1.875%</u>	23/8
8			2.5%	2 - <u>2%</u>	2½
9			2.75%	21/8 - <u>2.125%</u>	25/8
10			3%	2¼ - <u>2.25%</u>	2¾

- *At the September 16, 2015 meeting, the Town Council approved the 2014-2017 Collective Bargaining Agreement - The contract contained a couple of changes to the Retirement System which have not been brought to the Council in ordinance form yet. The changes were raising the multiplier to 3.5%, retirement subsidy increase from \$350 to \$375*

**ORDINANCES RELATING TO THE RETIREMENT BOARD MEETING APPROVED
SINCE THE YEAR 2000.**

Ord. 952 - *Adopted August 12, 2013* - Retirement Incentive Program - Police Officers with 25 years of service.

Ord. 945 - *Adopted February 11, 2013* - Amendment to provide the Town Manager an option to participate in the Retirement System - And a Retirement Incentive Program for eligible Police Officers.

Ord. 906 - *Adopted November 8, 2010* - Amendment to provide for compliance with pension benefit changes negotiated in the most recently ratified Collective Bargaining Agreement with the Police Benevolent Association, amending the definition of average final compensation from the highest five years to the highest three years of the last ten years of service with the town; providing for a member option to apply a 3.25% benefit multiplier retroactive to October 1, 2002, provided that the member pay a contribution equal to 8% for all credited service commencing on said date. Allowing officers to payback any contributions owed within 36 months or those who overpaid be refunded by the Town.

Ord. 902 - *Adopted July 12, 2010* - Amending the Code for Internal Revenue Compliance issues.

Ord. 857 - *Adopted October 13th, 2008* - Amending the Code to provide a new vesting schedule for **General Employees** affording 100% after five years of credited service.

Ord. 835 - *Adopted March 10th, 2008* - Amending the Code for **General Employees** and Police Officers to provide a monthly retirement subsidy of \$350.

Ord. 828 - *Adopted October 8th, 2007* - Amending the Code to provide that the Town Manager be ineligible to participate in the System.

Ord. 815 - *Adopted April 11th, 2007* - Amending the Code to increase police officer contribution rates to 7% effective October 1, 2005 and 8% effective October 1, 2006; and to increase the pension benefit multiplier for police officers to 3% for service after October 1, 2005 and 3.25% for service after October 1, 2006; and adding a section to provide a monthly retirement subsidy of \$350 to police officers that retire after October 1, 2005 until age 65.

Ord. 768 - *Adopted April 11, 2005* - Amending the Code to provide a written investment policy.

Ord. 724 - *Adopted August 11, 2003* - Amending the Code by adding provision for a written investment policy.

Ord. 684 - *Adopted August 13th, 2001* - Amending the Code to change the definition of

Actuarial Equivalence - Change to the 1983 mortality table.

Ord. 676 - *Adopted December 11, 2000* - Amending the Code to comply to changes to Chapter 185 of the Florida Statutes - PD

Ord. 675 - *Adopted December 11, 2000* - Amending the Code to provide Police Officers with a normal retirement benefit at age 50 with 20 years of service.

Sec. 16-40. Schedule

The retirement benefits for members shall be as follows:

(a) *Normal retirement benefit:* The monthly normal retirement benefit for general employees shall be an amount equal to one-twelfth of one and one-quarter ($1\frac{1}{4}$) percent of average final compensation times all years of credited service; the monthly normal retirement benefit for police officers shall be an amount equal to one-twelfth of one and three-quarters ($1\frac{3}{4}$) percent of average final compensation times all years of credited service; provided, however, as regards members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table:

Total Contribution Rate Including Vol- untary Contributions ¹	Benefit Accrual Rate			
	Prior Service		Membership Service ²	
	General	Police	General	Police
2%			$1\frac{1}{4}\%$	$1\frac{3}{4}\%$
3			$1\frac{3}{8}\%$	$1\frac{7}{8}\%$
4			$1\frac{1}{2}\%$	2
5			$1\frac{5}{8}\%$	$2\frac{1}{8}\%$
6	$1\frac{1}{4}$	$1\frac{3}{4}$	$1\frac{3}{4}\%$	$2\frac{1}{4}\%$
7			$1\frac{7}{8}\%$	$2\frac{3}{8}\%$
8			2	$2\frac{1}{2}\%$
9			$2\frac{1}{8}\%$	$2\frac{5}{8}\%$
10			$2\frac{1}{4}\%$	$2\frac{3}{4}\%$

1- The added, voluntary rates produce an increase in the benefit accrual rate as respects membership service only and only during such period as the particular contribution rate is in effect.

2- Prior Service: Credited service prior to effective date (10/1/69). Membership Service: Credited service subsequent to effective date (10/1/69).

(b) *Duration of benefit payments:* Benefits payable, whether a normal, early or delayed retirement benefit, shall be paid until death of the retiree at which time the benefit shall cease unless prior to retirement the member had selected an option providing for continued payments to a surviving beneficiary.

(c) *Delayed retirement benefit:* A member shall, upon retirement at his delayed retirement date, receive a monthly retirement benefit which shall commence on such delayed retirement date and shall be continued on the first day of each month thereafter during the lifetime of the member. The amount of each such monthly retirement benefit shall be determined in the same manner as for retirement at his normal retirement date except that credited service and average final compensation shall be determined as of actual retirement date.

(d) *Early retirement benefit:* A member shall ~~receive~~ be eligible, upon retirement at his early retirement date, for either a deferred or an immediate ~~monthly~~ retirement benefit, as follows:

- (1) A deferred ~~monthly~~ retirement benefit which shall ~~commence on his normal retirement date and shall be continued on the first day of each month thereafter during the lifetime of the member. The amount of each such deferred monthly retirement benefit shall be determined in the same manner~~

as for retirement at his the member's normal retirement date except that credited service and average final compensation shall be determined as of his the member's early retirement date; or

- (2) An immediate ~~monthly~~ retirement benefit which shall commence on his the member's early retirement date, ~~and shall be continued on the first day of~~

For purposes of paragraph (2) herein, the "average annual compensation for a member's three highest paid consecutive years" shall mean the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the System.

Section 6. Section 16-40(a) is amended to read as follows:

(a) Normal retirement benefit: The monthly normal retirement benefit for general employees shall be an amount equal to one percent (1%) of average final compensation times all years of credited service; the monthly normal retirement benefit for police officers shall be an amount equal to one and one half percent (1 1/2%) of average final compensation times all years of credited service; provided, however, as regards members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table:

Total Contribution Rate Including Voluntary Contributions ¹	Benefit Accrual Rate			
	Prior Service ²		Membership Service ²	
	General	Police	General	Police
2%			1 %	1 1/2%
3			1 1/8	1 5/8
4			1 1/4	1 3/4
5			1 3/8	1 7/8
6	1%	1 1/2%	1 1/2	2
7			1 5/8	2 1/8
8			1 3/4	2 1/4
9			1 7/8	2 3/8
10			2	2 1/2

¹The added, voluntary rates produce an increase in the benefit accrual rate as respects membership service only and only during such period as the particular contribution rate is in effect.

²Prior Service: Credited service prior to effective date (10/1/69). Membership Service: Credited service subsequent to effective date (10/1/69).

Section 7. A new Section 16-51 is hereby added as follows:

16-51.

Commencing after December 31, 1983, the entire interest of a member shall either be distributed to him not later than the taxable year in which he attains age 70 1/2 or retires, or in the alternative, distribution shall commence in such year and be payable over a period of time not exceeding the limitations set forth in the following provisions:

- (a) Distributions to members shall not extend beyond the life of the member or the lives of the member and his spouse, or over a period not extending beyond the life expectancy of the member and his spouse.
- (b) Provided further, if a member dies prior to receiving distribution of his entire interest, or if distribution has commenced to his surviving spouse and such spouse dies prior to receiving distribution of the entire distributable interest, such entire interest or remainder thereof shall be distributed within five (5) years after the death of the member or surviving spouse as the case may be; however, the foregoing shall not apply if distribution has