

NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

REGULAR COUNCIL MEETING

**REVISED AGENDA – ITEM #12 ADDED
AGENDA**

October 11, 2023
7:00 PM

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 in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: Approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Proclamation - Red Ribbon Week – October 23-31, 2023

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. Update on the Art Festival.

CONSENT AGENDA: Set for approximately 7:55 p.m. (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

3. Approval of the following meeting minutes:
 - A. Regular Council Meeting - April 10, 2023
 - B. Special Council Meeting - May 1, 2023
 - C. Special Council Meeting - May 4, 2023
 - D. Regular Council Meeting - May 10, 2023
4. **Consideration and Approval** of a Resolution regarding Budget Amendment No. 4 to the FY 2022-2023 Budget. Attached is a copy of the proposed Resolution with supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Consideration and Approval** of a Resolution permitting Hatzalah of Miami-Dade County, Inc., d/b/a Hatzalah of South Florida, to park on town property while providing emergency medical service.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING HATZALAH OF MIAMI- DADE COUNTY, INC., D/B/A HATZALAH OF SOUTH FLORIDA, TO PARK THEIR EMERGENCY AMBULANCE ON TOWN PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

6. **Consideration and Approval** of a Resolution updating the list of authorized signers for the town's accounts with Bank of America. Enclosed is a copy of the Resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING DEPOSITS AND WITHDRAWALS OF TOWN FUNDS IN CERTAIN ACCOUNTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Consideration and Approval** of a Resolution extending the contract with Marcum LLP, for auditing services for Fiscal Year ended September 30, 2023 and Fiscal Year ending September 30, 2024, pursuant to the September 9, 2022 Engagement Letter. Enclosed are the copies of the proposed resolution and agreements.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, EXTENDING THE AUDIT ENGAGEMENT LETTER WITH MARCUM LLP; PROVIDING INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Consideration and Approval** of Task Order #3 with Atkins North America, Inc. for the amount of \$2,847,254 for the Project Development and Environmental (PD&E) Study Services for the Broad Causeway Drawbridge Replacement Project. Enclosed are copies of the Scope of Services and Fee Estimates.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON SECOND READING:

9. **Consideration and Approval** of an ordinance on Second Reading amending Sections 20-5 and 20-6 of the Town Code to increase the monthly rate for water service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$5.48 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$25.49; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

10. **Consideration and Approval** of an ordinance on Second Reading amending Sections 20-9 of the Town Code to increase the monthly base and flow charges for sewer service to pass through the increase charged by Miami-Dade County Water & Sewer Department. Attached is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE TO \$24.19 AND \$9.25 RESPECTIVELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

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

11. **Discussion and Appointment** of a Council Member to the Board of Trustees of the Town's Retirement System. Enclosed is a copy of the regulations.
12. [Discussion regarding demolition of Town Hall facilities. Sponsored by Council Member Stephanie Bruder.](#)

DISCUSSION ITEMS:

ADJOURNMENT: Approximately 10:00 p.m.

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

October 11, 2023

ITEM NUMBER: 1.

ITEM: Proclamation - Red Ribbon Week – October 23-31, 2023

DESCRIPTION:

Red Ribbon serves as a catalyst to mobilize communities to educate youth and encourage participation in drug prevention activities. October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment. The Young Marines may be in attendance to receive the proclamation.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no budget impact.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Red Ribbon Week Proclamation Request
2.	Red Ribbon Proclamation



PFC Bruce W. Carter MOH Young Marines

Training Location: Metropolitan Police Training Institute, Doral, FL 33178

Mailing Address: 6692 Northwest 107th Court, Doral, FL 33178

August 21, 2023

Mayor Elizabeth Tricoche
Town of Bay Harbor
9665 Bay Harbor Terrace,
Bay Harbor Islands, FL 33154

Dear Mayor Elizabeth Tricoche:

Red Ribbon Week will take place during the week of 23 to 31 October 2023 and the PFC Bruce W. Carter MOH Young Marines are looking for your support in issuing a proclamation as we will be actively participating in this nationally recognized illicit drug awareness event. You can assist us in publicizing and promoting this week by issuing a proclamation that boldly declares our support and commitment in the fight against illegal drugs and those that promote their use.

The mission of the Young Marines program is to develop good citizenship and promote a healthy, drug-free lifestyle in our youth. Drug awareness and education are vital and key elements in the Young Marine's fight against illicit drug use and trafficking in our communities. To win this war on drugs, we must reduce the demand for illicit drugs and one of the best ways to accomplish this mission is through education and awareness. Red Ribbon Week is an excellent opportunity to promote illicit drug Awareness and we hope that you will join with us in this campaign. Young Marines will actively and aggressively participate in the Red Ribbon Week campaign. Having our Mayor's support in this Young Marines project will greatly assist us in getting our antidrug message out. In addition to showing your support with your proclamation, your participation by wearing a red ribbon is even more important. Enclosed you will find red ribbons for you and some of your staff. Please wear your ribbon, show your support, and let's work together to rid our communities of illicit drug use and those that traffic and profit from them. The Young Marines program is having a positive impact in our youth and our communities; we are developing responsible citizenship in our youth.

You will find a sample proclamation in word document form attached for your use.

If it is possible we would also like to receive the proclamation at a future Town Council meeting for possible photo opportunities to help us when completing our after action reports.

Should you have questions, feel free to call me at (786) 597-9338.

The Point of Contact and mailing address is as follows:

POC: Executive Officer, Romina Tripichio
Address: 6692 Northwest 107th Court, Doral, FL 33178
EMAIL: PFCBruceWCarter@youngmarines.org

Sincerely yours,

Sample Proclamation

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

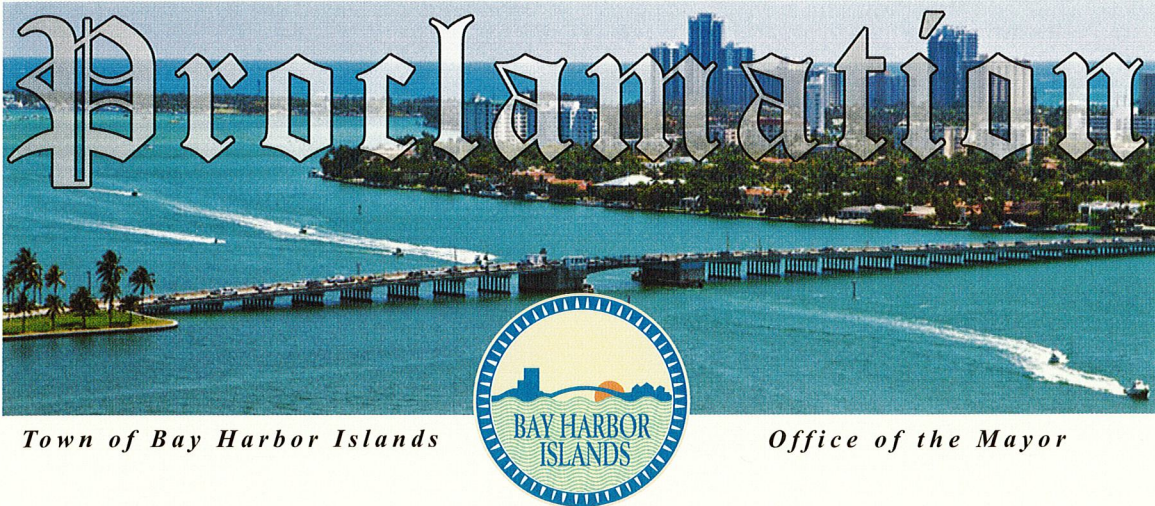
Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, (name of official), (title of official) do hereby proclaim October 23-31, 2022 as **RED RIBBON WEEK** in *(municipality or state)*, and urge all citizens to join me in this special observance.



Town of Bay Harbor Islands

Office of the Mayor

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations, such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizens' support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the Red Ribbon has been chosen as a symbol commemorating the work of Enrique 'Kiki' Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated as National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, I, Mayor Elizabeth Tricoche, on behalf of the Town of Bay Harbor Islands, Miami-Dade County, Florida, do hereby proclaim October 23-31 as **RED RIBBON WEEK** in Bay Harbor Islands, Florida and urge all citizens to join me in this special observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the Town of Bay Harbor Islands to be affixed this 11th day of October 2023.



ELIZABETH TRICOCHÉ
MAYOR

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 2.

ITEM: Update on the Art Festival.

DESCRIPTION:

Vice Mayor Fuller will provide an update on the Art Festival scheduled for 2024.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no budget impact associated with this report.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 3.

ITEM: Approval of the following meeting minutes:

- A. Regular Council Meeting - April 10, 2023
- B. Special Council Meeting - May 1, 2023
- C. Special Council Meeting - May 4, 2023
- D. Regular Council Meeting - May 10, 2023

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	04.10.2023 Regular Council Meeting
2.	05.01.2023 Special Council Meeting
3.	05.04.2023 Special Council Meeting
4.	05.10.2023 Regular Council Meeting

TOWN OF BAY HARBOR ISLANDS MINUTES OF A REGULAR COUNCIL MEETING

A Regular Meeting of the Town Council was held on Monday, April 10, 2023, at 7:32 p.m. Upon roll call the following members responded:

Mayor Elizabeth Tricoche	
Vice Mayor Joshua Fuller	Council Member Stephanie Bruder
Council Member Molly Diallo	Council Member Teri D'Amico (7:33)
Council Member Salver	Council Member Robert Yaffe

SPECIAL PRESENTATION:

1. Miami-Dade County Public School Board representative and Principal Scott Saperstein will be present at the Council's request to discuss various items regarding Ruth K. Broad.

Principal Scott Saperstein came forward and discussed the accolades of the school. He reported the students have continued to perform extremely well on the FAST assessment, one of the highest rated schools in the north region in reading and math; the school has been an A school for the past 22 years since schools have been graded; the Chess Club won some district awards; there are middle school sport programs including golf; there is a collaboration with the Town on the DARE program where 5th Graders are being trained by BHI police officers, there is an upcoming Gun Safety Awareness Program for 8th Graders with police officers (May 23-24); there are many clubs including math, gardening, wellness, and mindfulness, as well as other afterschool clubs.

Mayor Tricoche asked Principal Saperstein which of the areas identified he will be working to improve in the school. Principal Saperstein explained that there is always a need for improvement, especially with the identified lowest 25% of the students who perform lower than others on the assessments. Three reading interventionists are working with the primary grades (kindergarten, first, and second) to make sure they have very strong reading skills; they work with those students who are struggling and have some challenges to provide additional instructions during the day. Based on the FAST assessment, the progress monitoring tool, they dissect and look at skill based on areas where certain students can improve with additional instructions; before and afterschool programs are available for those children.

Vice Mayor Fuller expressed concern that the principal failed to notify the Town of the incident with the swastika that was painted into the school and the School Board's failure to act to correct the situation, until the Town intervened. He also mentioned that he was not happy with the response to the inappropriate actions that occurred at the school. As to security, the Vice Mayor stated that he would like to see a better response from the School Board and from the School when the town asks them to address minor items that improves the safety and security of the students. He reminded Principal Saperstein that the Town is under contract with the School Board for an Address Verification System for Ruth K. Broad; the town paid and completed its part of the contract, and the School Board failed to completely comply with its portion of the contract, which has to be addressed as it is a violation of the contract. Plus, it is not the first time the School Board has been in violation.

Council Member Bruder stated that she was disheartened that the Town was not notified about the situation with the swastika, a hate crime that had to be reported. She mentioned issues with teachers working out of the area for years, complaints about bathrooms, vaping in school, issues with janitorial service, and the light being out in some of the classrooms. She reminded Mr. Saperstein of the town's partnership with the school and encouraged him to reach out if he needs anything.

Council Member Yaffe mentioned an issue with one of the neighboring residents of the school complaining about a generator that runs early in the morning and goes on and off all day and on weekends; he found it disturbing that it had taken a month of complaining. He expressed concern about the length of time it takes the School Board to address issues at the facility, such as cutting the landscaping and keeping the courts clean and free of water, minor issues, which should be addressed quickly. Town Manager Lasday stated that the police, Code Compliance, and staff have been following up on the generator/chiller issue.

Council Member Salver recalled Shepard Broad attending a Council Meeting and stated that he will deed the land behind the elementary school to the School Board; an interlocal agreement was entered into as part of the transaction, which articulated that the space was to become a Bay Harbor Islands recreational facility to be listed in the Comprehensive Plan. He expressed concern that over the years, the School Board had become complacent and deaf to requests the Council receives from their constituents. He commended Principal Saperstein for doing a great job maintaining an A School. He suggested the lighting hours for the tennis court be on from sundown to 9:00 p.m. throughout to be in sync with the field and the basketball court, so the facility is fully available to residents. Council Member Bruder reported that the "Pride Outside" organization matched dollar by dollar to the School Board for the building. An interlocal agreement was entered into for the basketball court, the playground, and the field that the light would be on from sunup to sundown; and the tennis court was separate; the school has control over the lights for the basketball court, specifically for that reason.

Council Member Salver asked the Town Attorney if the Town had carved out autonomy over the timing of the lights and ceded that power to a third-party organization. Town Attorney Geller responded that he would have to review the agreement; he recalled it to be a shared use, which implies the Town has some rights of its own.

Council Member Bruder clarified that previously there was no basketball court with lights. Pride Outside, a private organization, entered into an agreement with the School Board; they raised \$5 Million to upgrade the school, the grass, the field, etc., and gave the money with matching funds from the School Board to build the building, the basketball courts, and everything else. She explained that the school has control of the lights, which was part of the Pride Outside agreement.

Principal Saperstein responded that the school has control of the lights during the week; the lights are handled by the BHI police on weekends because they have to be manually turned on and off, and the school does not have staff onsite then.

Council Member D'Amico stated that she believes the Town has an interlocal agreement for the tennis court and felt it was very important to have it open until 9:00 p.m. She stated that the Town should get the tennis court, set regulations, and figure out the issue.

Council Member Bruder suggested the use of a timer to address the lighting issue; Principal Saperstein stated that he will issue a Work Order accordingly.

Council Member Salver requested the Town Attorney clarify the way the deal was structured and how an organization through a donation could supersede the request of a municipality, that was a direct party to the original interlocal agreement.

Council Member Diallo stated that she visited the area on Saturday, heard the loud noise, and took a video. She mentioned that residents also complained about the bell and the fire alarm going off on weekends.

Council Member Bruder informed Mr. Saperstein that the town needs to be paid the \$15,000 for the school's past due water bills.

Mayor Tricoche informed Principal Saperstein of the partnership between the school and the Town and of the Council's willingness to work with him to address the needs of the school, as they have a vested interest in the school being the best it could be.

Principal Saperstein stated that he appreciates the feedback and stated he wanted to work in partnership with the Council; he stated for the record that most of the issues mentioned have to go through the School Board Intergovernmental Affairs section. By rule, he is not to communicate directly with the Council, but he will get intergovernmental more involved.

Principal Saperstein responded to comments raised by the Council. Regarding the swastika, he explained that such matters have to go through the established protocol. As principal his first order was to alert the School Board Officer, which he did immediately; detectives from the School Board Police did an investigation at the school and the matter was deemed a noncredible threat, which meant there was no threat behind the symbol. He informed the Council he was unable to find a viable candidate for the Address Verification Program; because of COVID it had been difficult to find someone willing to conduct home visits; once that individual is secured, they will move forward in a stronger manner. He explained that the school has two full-time security monitors and one part-time. As to the safety upgrades, Work Orders have been placed for higher fencing, additional cameras, and various things that will enhance security and safety. He explained that the issue with getting things done is whether they are deemed necessary, as there is a Building Code that the School Board abides by, and sometimes these things do not go beyond the Building Code; higher fences were not deemed necessary based on the Code. Anybody who is out of area is on a waiver, they are working on their certification in that area and have a timeline to complete courses and are held to that standard.

The school is not short of custodians, there are seven full-time and one part-time custodian; they are fully staffed in that area.

The temporary chiller is there; the chiller is down, and they are waiting on the parts.

Council Member Yaffe informed Mr. Saperstein that it is not acceptable in a community for the school to cause that sort of disruption, that type of annoyance, and to be a nuisance to people who live next to the school. Principal Saperstein responded that annoyance is keeping 1,280 students and 150 staff comfortable. Council Member Yaffe stated that the response was inappropriate.

With regards to the bells going off on the weekends, Principal Saperstein stated the bells will be adjusted. At this time, he indicated to the Council that Vice President of the PTA, Carolina Torres was at the meeting.

Council Member Bruder inquired as to why kids who receive disciplinary action for issues like vaping, who do not live in the area come back to school the following year. Principal Saperstein explained that there is one particular student who is on a transfer. When they are on an official transfer, they are investigated and if there is no wrong doing, the student remains in the school.

Mayor Fuller explained that the issue with the chiller happened at the beginning of the year; parents were calling him because their kids couldn't sit in the classroom; it was a life safety issue. For the most part, it was ignored by the school and by the School Board. Kids were going home; they were staying home because they couldn't breathe in class; they didn't have air conditioning. He stated that the school is to deal with life safety issues first; that was a life safety issue, and the School Board essentially either ignored it or it wasn't reported back. He stated that when he informed a member of the School Board of the situation, it was news to them that this was happening. He advised Principal Saperstein that those situations have to be addressed; now it's at the point where they have been waiting all year; they finally got the chiller after enough kids could barely survive in class. He again mentioned that parents were really calling him nonstop and complaining. He spoke about interfering with the ability of the neighbors to live peacefully. He stated that the problem with the chiller should not be going on for the whole year, if there is an emergency situation where the chiller goes down, considering we live in South Florida and it gets hot very quickly, the chiller has to be repaired quickly, and it cannot be done in a way that is patching it up, so that the neighbors get penalized. Regarding the Principal's comments that the swastika incident was deemed a noncredible threat. He stated that there was a scenario where a swastika was placed in the school. At that point, whether the principal notified the School Board police, he needed to notify the Town's Police Department; it should not be something that stays internally; not to mention it has to be removed; it should not be sitting there. It shouldn't take action by the Council to try and get something done. He stated that if there is any type of hate crime, anything that is a threat like that, it has to be dealt with immediately.

Council Member D'Amico asked how long it took to contact the town after the incident occurred. Vice Mayor Fuller responded that they did not. Mr. Saperstein reiterated the protocol to report the matter to the School Board Officer on campus. Vice Mayor Fuller stated that he was notified by one of the neighboring cities that one of the other kids had seen the swastika in the bathroom. He then notified the town's Police Department, who went to the school; it was still there; that's when they started the investigation.

Vice Mayor Fuller mentioned that the town pays for the two security officers at the school. Regarding the address verification, he didn't accept the idea that they were still looking for someone years later; if that is the case, they should return the money to the town. Council Member Yaffe stated that the town could assist in finding a resident to take on that activity; he suggested the money be given back to the town.

Council Member Bruder stated that the swastika has not been completely removed. She mentioned that the chiller runs 24 hours a day. Mr. Saperstein stated that it is manually set to go on in the morning and goes off at 6:00 p.m. Town Manager Lasday stated that the chiller will be on nonstop for 24 hours during the next three days. Principal Saperstein explained that some work is being done that would require the chiller to be on during that time; it is not like that on a regular basis, this is a special circumstance. Council Member Bruder advised the principal that the swastika has to be removed.

Mayor Tricoche stated that at the end of the day, there are 1,300 students at the school who are potentially affected by all of these decisions. When there are delays, it's a matter of safety, and there is the thought of potential things that could happen at the school. She stated that if Principal Saperstein is not able to take care of the issues, she would like a School Board representative to attend the Council Meeting with him.

Dr. Gilberto Bonce, Regional Director of Budget & Personnel with Miami-Dade County School Board, was in attendance. Mayor Tricoche asked Dr. Bonce when will the issues be addressed, she wanted information as to a date, who will address the matters, and their commitment to a turnaround time to keep the kids in a healthy and safe environment. She referred to the principal's comment that there are seven custodians and spoke of the poor condition of the bathrooms in the school.

Mayor Tricoche asked Mr. Bonce if he had direct control to commit to the Council a date when the issues would be resolved. He responded that he was not part of the Maintenance Department, but he will ensure what is left of the swastika will be removed by tomorrow. The mayor mentioned ongoing issues like the chiller. Mr. Bonce stated that the contractors told them they were waiting for parts, and he did not know when those parts would arrive. Discussion continued that the School Board should have the authority to get the chiller parts elsewhere as the children need to have a proper facility; the need for better communication and response from the school and the School Board; the need to have a mutual partnership between the town and the School Board; the school must address issues that need to be fixed; the town wants to have a mutual partnership with the school; it was a great concern in not having the swastika removed.

Council Member Bruder offered to have a meeting with the School Board. Dr. Bonce explained that everything addressed by the Council is valid, but he and the principal have no control over the Maintenance Department; he was not aware of the issue of the swastika. Mayor Tricoche asked Dr. Bonce if he would have a response with actionable information, within one week, on all of the items that were brought up. He stated that he will not be able to have a response to the Address Verification Program within a week; he felt the salary should be increased.

Vice Mayor Fuller asked if they were advertising the position only for Bay Harbor Islands; he mentioned that he had spoken to some other municipalities who are in similar contracts with the School Board, and they have not filled the position either; he suggested combining them. Mayor Tricoche clarified the School Board will send the information to the Town Manager within one week, and she will forward it to the Town Council.

PUBLIC COMMENT

Elijah Salver, 1065 97 Street, came forward and asked the council if they would be amenable to having the courts open until 9:00 p.m.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that she was concerned with the parking lot. She wanted the children to be kept busy afterschool because she doesn't feel they should be hanging around the stores. She stated that the after-school programs are not working. She expressed concern about the lack of verification of addresses and accountability, over population in the school, and broken lights.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and stated that she has been complaining about the grass in the school and about the melting paint on the tables outside of the cafeteria. She stated that there are flags hanging that can fall on children. She stated that she has contacted the School Board about her concerns and have not received any answers. She disagreed that the school has an A rating. She also stated that kids are not wearing the proper uniform and they are very rude.

PUBLIC COMMENT CLOSED

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Yaffe requested a future agenda item to discuss zoning issues, two and three-lot developments and other zoning issues on the West Island, possible through a charrette. He would like the management to look at these issues and make some recommendations.

Council Member D'Amico requested items regarding the Town's appeal process and protection for adjacent properties during new construction be added to the next agenda for discussion. She suggested the "Candidate Forum" be scheduled earlier than the week prior to the election.

Council Member Salver requested a future agenda item to provide for one day Early Voting to make it convenient for more people to vote.

Vice Mayor Fuller requested a Council Retreat be scheduled to discuss zoning issues and other items.

Council Member Diallo requested the Council honor Ruth K. Broad Bay Harbor K-8 Center's Teacher of the Year and Rookie Teacher of the Year during Teacher Appreciation Month in May and that it be established as an annual tradition. It was the consensus of the Council to include this item in the May agenda and that recognition be through the issuance of a proclamation.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Swearing of new Police Officer Giselle Estopinan tomorrow at 4:00 p.m.
- Bob Cats winning the basketball championship.
- French Horn Concert on April 23rd.
- April 15th Movie Night, Turning Red.
- She thanked staff for a successful egg hunt event.

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

Council Member D'Amico spoke about her visit to Tallahassee for Miami-Dade County Days and the need to work on the Town's Comprehensive Plan. She invited the residents to reach out to her regarding any issues.

Council Member Yaffe mentioned his visit to Tallahassee and the poor planning of the event. He asked the Town Manager to contact the organizer regarding their plans for next year, as the Council could probably travel on their own and not through Miami-Dade Days. He stated his time there was productive; he testified before the Senate regarding the new regulation for use of the Financial Interests Form 6. He spoke on the success of the Town's Easter Egg Hunt and thanked the town employees for their participation. He also thanked everybody who voted for him.

Council Member Salver thanked everybody who voted for him. He mentioned he did not go to Tallahassee because of the election and the tax season due to his profession as a CPA. He stated the egg hunt was well organized. He suggested the process for advertising concerts be reevaluated as some of the concerts were not well attended.

Vice Mayor Fuller congratulated Council Members Salver and Yaffe on their reelection and Elizabeth Tricoche on her selection as Mayor. He thanked Council Member Yaffe for his speech before the Senate Committee. He suggested looking into whether the Council could travel on its own to Miami-Dade Days in the future. He reported on his travel with the Town Manager to the National League of Cities Conference in Washington, DC, which was extremely valuable. He further reported he was also there separately lobbying for the town and will continue those efforts. He thanked the staff for the Easter Egg Hunt.

Mayor Tricoche referred to Council Member Yaffe's and Vice Mayor Fuller's testimony before the Senate Committee and commended them for standing up for the town to ensure there is always someone to run for Town Council; that there would be no hesitation based on onerous outside requirement that would prevent people from coming and doing service.

Town Manager Lasday pointed out the elected officials also sought approval for the pending grants for the town to replace all the electrical wiring and generator, to replace manholes and ejector pumps, and for the bridges.

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 Deputy Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

Frances Neuht, 1060 Kane Concourse, came forward and complained about the parking problems in the Business District.

Council Member Yaffe noted the *Miami Herald* did not publish any information about the Town's April 4th General Election's results.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and suggested Kane Concourse be beautified for Spring. She also complained about the need for improved landscaping and of landscapers throwing grass clippings into the bay.

Bridget Morin, Town's Director of Communications & Causeway Programs, came forward and informed the Council the Spring banners have been ordered.

COMMITTEE REPORTS:

There were no committee reports.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.*)

2. Approval of the following Council Meeting Minutes:
 1. January 11, 2023 Regular Meeting
3. **Consideration and Approval** of a Resolution ratifying the appointment of Christopher Benjamin as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF CHRISTOPHER BENJAMIN, ESQ. OF INTERNATIONAL LAW PARTNERS, LLP AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS ON CODE VIOLATIONS FOR THE TOWN OF BAY HARBOR ISLANDS, PURSUANT TO ENFORCEMENT PROCEDURES SET FORTH IN SECTION 5 ¾-3 OF THE TOWN CODE, PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

4. **Consideration and Approval** to issue a Request for Proposals (RFP) to hire a company to plan and implement concerts for the town. The service will include booking talent, staging, and providing sound and lighting.
5. **Consideration and Approval** to issue a Request for Proposals (RFP) for continued fixed route Shuttle Transit Services for the Town of Bay Harbor Islands.
6. **Consideration and Approval** to issue a Request for Proposals (RFP) for structural repairs to the Indian Creek Bridge.
7. **Ratification of Approval** of the emergency purchase of traffic cameras for the SunPass under the Emergency Procurements' regulation, pursuant to Section 2.1.3(a) of the Town Code.

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda. Council Member Diallo seconded the motion, and it passed 6-0 on a poll vote. Council Member Bruder was absent from the dais.

8. **Consideration and Approval** of an Ordinance on Second Reading amending Sections 18-1 through 18- 4 of the Town Code delegating the authority for issuance of Permits for work in the Public Right-of-Way from the Town Clerk to the Town Manager.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18, ARTICLE 1 OF THE TOWN CODE ENTITLED “STREETS AND SIDEWALKS”, REVISING SECTIONS 18-1 THROUGH 18-4 PERTAINING TO THE ISSUANCE OF PERMITS FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked who will monitor the regulations. She complained about Church by the Sea taking away rights-of-way and having an illegal stairwell in the right-of-way. She also commented on houses being built with five foot setbacks.

PUBLIC COMMENT CLOSED

Council Member D'Amico requested the plans for Church by the Sea where they elected to go from the surface to above and install flood gates.

ACTION: Vice Mayor Fuller made a motion to approve the ordinance on Second Reading with an amendment to replace the word "village" with "town." Council Member D'Amico seconded the motion, and it passed unanimously on a poll vote.

9. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 5, Section 5- 23.01(f) of the Town Code pertaining to meetings of the Design Review Board. Sponsored by Council Member Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN CODE, ENTITLED "DESIGN REVIEW BOARD", BY REVISING SECTION 5-23.01(f) PERTAINING TO MEETINGS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Geller informed the Council that pursuant to some comments that were made at the last meeting by then Mayor Fuller, some minor revisions were made to clarify that the meeting will be on a specific night unless it needs to be changed and any item that begins before 11:00 p.m. shall proceed until there is a vote of the Design Review Board. Mayor Fuller pointed out the addition of "no regularly scheduled meetings" in the second whereas clause. He also suggested Board Members and speakers be included in the decorum language.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and questioned the responsibility of the Design Review Board.

PUBLIC COMMENT CLOSED

Council Member D'Amico suggested a Mission/Vision Statement be created for the Design Review Board.

ACTION: Council Member Diallo made a motion to approve the ordinance on Second Reading. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

Council Member Yaffe requested the tally of votes be included with ordinances on Second Reading going forward.

ORDINANCES ON FIRST READING:

10. **Consideration and Approval** of an ordinance on First Reading amending Chapter 5, Article II of the Town Code, creating a new section to be numbered 5-30 entitled "Additional requirements and procedures for site development approvals."

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE COUNTY, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO SUPPLEMENTAL PROCEDURES TO IMPROVE THE SITE DEVELOPMENT PLAN APPROVAL PROCESS; AMENDING CHAPTER 5, ARTICLE II ENTITLED DESIGN REVIEW BOARD BY CREATING A NEW SECTION 5-30 ENTITLED "ADDITIONAL REQUIREMENTS AND PROCEDURES FOR SITE DEVELOPMENT PLAN APPROVALS," INCLUDING PROCEDURAL REQUIREMENTS AND SUPPLEMENTAL REGULATIONS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor and Council Member D'Amico seconded the motion.

Town Planner Fernando Leiva came forward and explained the proposed ordinance outlining the process for new Site Development Plans including pre-application review, public notification letter, and a Community Meeting.

Council Member Salver commended Town Planner Leiva on the preparation of the ordinance.

PUBLIC COMMENT

Matt Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 S. Biscayne Boulevard, Miami, Florida 33131, came forward and stated he supports the pre-application process. He suggested clarification be made regarding the Notification Letter, if it is to be sent before the actual "Notice of Hearing" as to who will prepare it, when it would be sent, combining Sections "a" and "b", including the applicant and what is being requested, if there will be the option for virtual meetings, and changing "cost recovery" to "all cost incurred by the town".

PUBLIC COMMENT CLOSED

ACTION: The motion by Council Member Yaffe, seconded by Council Member D'Amico to approve the ordinance on Second Reading passed unanimously on a poll vote.

Council Member Yaffe inquired of Chief Building Official Mike Mesa as to what point in the construction would temporary fences have to be removed and the property sodded. He expressed concern that temporary fences remain for unreasonable periods of time without any activity on the property. Chief Building Official Mesa stated that it will be at the time of demolition.

11. **Consideration and Approval** of an ordinance on First Reading Discussion amending Sections 23-1, 23-4, and 23-5 of the Town Code to regulate the location of Real Estate Sales Centers in the town.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO REAL ESTATE DEVELOPMENT SALES AND MODEL CENTERS; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE 1 ENTITLED ZONING REGULATIONS; AMENDING SECTION 23-1 ENTITLED DEFINITIONS; AMENDING SECTION 23-4 ENTITLED USE REGULATIONS RM-1 AND RM-2 MULTIPLE FAMILY DISTRICTS; AMENDING SECTION 23-5 ENTITLED USE REGULATIONS B-1 BUSINESS DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

Mayor Fuller moved the item to the floor, and it died for lack of a second.

12. **Consideration and Approval** of an ordinance on First Reading amending Chapter 23, Article 1 - Zoning Regulations, modifying certain provisions relating to buildings and structures projecting into the side and rear yard setbacks of interior and waterfront lots on the West Island; to ensure a consistent and harmonious development pattern townwide.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS," TO MODIFY PROVISIONS 23-12(15)(a)iii AND 23-12(15)(e)iii RELATED TO BUILDINGS AND STRUCTURES PROJECTING INTO THE SIDE AND REAR SETBACK YARDS OF INTERIOR AND WATERFRONT LOTS ON THE WEST ISLAND; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor and Council Member Yaffe seconded the motion.

Council Member Bruder spoke about the ramifications of allowing buildings to be built in the setbacks and wanted to ensure there isn't a reoccurrence. She suggested no structures be allowed in the side and rear setbacks at all. Town Planner Leiva explained the ordinance. Mayor Fuller asked the Town Attorney about the appropriateness of further revising the ordinance to include front setbacks. Town Attorney Geller advised there was no issue with amending the ordinance on first reading to include the front setbacks. Council Member D'Amico reminded the council that they have discretion to approve structures in the setbacks. Council Member Yaffe requested the height of gazebos be looked at regarding a limitation; Council Member D'Amico asked that the ordinance be looked at further. Mayor Fuller felt the language "architectural features" was conflicting and should be removed. It was the consensus of the Council that the ordinance be further amended to remove "architectural features" and that the language states fences and eaves be allowed according to the Code.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and commented on lack of regulations for gazebos as they are built tall, lack of enforcement, and requested the driveway and garage regulations be reviewed.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the ordinance on First Reading as amended to remove "architectural features" and include fences and eaves are allowed according to Code. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

DEFERRED ITEMS:

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

13. **Consideration and Approval** of a request to purchase a vehicle in the total amount of \$58,355 or lease the vehicle for \$13,108/year for 5 years at a total cost of \$65,580.00 for Public Works Water Division from Bancorp utilizing the "Piggyback Provision pursuant to Section 2.1-2 of the Town Code" from the State Contract pricing from the City of Tallahassee.

Town Manager Lasday informed the Council she had provided information on the options to lease and purchase the vehicle. If it were purchased, a budget amendment would be required; the funds are available in the budget for the lease option.

ACTION: Council Member Bruder made a motion to approve the lease option for the vehicle. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

DISCUSSION ITEMS:

14. Discussion regarding the creation of Council Members' Expense Accounts. Sponsored by Council Member Stephanie Bruder.

Council Member Bruder explained to the Council that each Council Member should be given an expense account with a set amount, and when the funds are used in their entirety, they should come to the Council to request more, if needed. Council Member Yaffe stated that in the past, the council was required to obtain approval before traveling. Council Member Bruder felt that there is a need for more transparency in what the Council does and what they spend funds on. Council Member Yaffe explained that the Council has been traveling more and thus far it is benefiting the Town. Vice Mayor Fuller didn't feel this rule would work because if he needed to go to a meeting that came up and had to wait two months for Council's approval, the Town would miss out on the possibility of receiving grants for failure of going to the conference/meeting. He suggested the Town Manager approve these requests instead. Council Member Bruder disagreed and stated each Council Member must be accountable for their spending. Council Member Salver asked Council Member Bruder to provide an example of the lack of transparency. Council Member Bruder responded that she's unaware of when certain Council Members travel for different meetings. She stated that she understands the need for travelling, but a lot of the time no one is aware of the travel. Town Manager Lasday advised the budgeted amount for traveling expenses was \$20,000 for the fiscal year and \$16,000 has already been spent; the numbers do not reflect travel to the Florida League of Cities, which will now bring the account over budget. Council Member Salver felt that \$20,000 for the fiscal year was a modest amount. Council Member Yaffe suggested the Council announce at the council meetings when they will be traveling.

Mayor Tricoche stated that the Council should be more fiscally responsible with their travel expenses and suggested adding parameters. Council Member Salver disagreed. Council Member D'Amico suggested only certain should members travel for specific meetings because, as an example, she traveled to the Florida League of Cities conference in Orlando but was not allowed to participate in various meetings within the conference, since she was not a committee member.

Council Member Bruder explained her intention to know where a council member is going and what he/she is doing, if they were spending the Town's money on travel.

Mayor Fuller explained that hotel rates and airfares are raised very high during sessions in Tallahassee. He stated that when he travels for meetings, he reports at the monthly Council Meetings what meetings he attended, the location, and provides information. He stated that he usually travels the day before the conference and returns immediately after.

Council Member Bruder withdrew the item.

15. Discussion and possible action regarding the future of the Town Hall. Sponsored by Council Member Bruder.

Council Member Bruder asked the Council to provide a directive regarding the Town Hall, whether to demolish it or let it remain as a monument. Council Member Yaffe asked if any studies have been conducted on the viability of the building, whether it can be refurbished or saved.

Public Works Director Jason Atkinson came forward and explained that there are many aspects of the building, electrical, mechanical, etc. He stated that a detailed analysis was included in the Town Manager's Report and there are not many other new findings, other than what is already there. He stated that the building is structurally sound; however, there are seams with water intrusion in some areas; there are areas underneath the building that have no vapor barrier, and areas with poor structural soil. Town Engineer Carrero-Santana added the structure is not functionally adequate for what is being done now; it is not at the correct floor flood elevation required by FEMA. He believed the life of the building had been achieved and suggested getting rid of the building in order for Town Hall to function as it should.

Council Member Bruder agreed with the reasoning that the life span of the building had been met.

Public Works Director Atkinson advised there are multiple issues; if they fix one issue, then they will have to fix the others.

Council Member D'Amico expressed concern that a massing study on the building had not been performed and requested such a study be done before deciding on demolishing Town Hall. She expressed her frustration for staff not being able to find the boundary survey and plans of Town Hall. Town Manager Lasday responded that staff has been looking for the plans, but they don't exist.

Town Manager Lasday asked for directions from the Council on how to proceed.

The Council continued discussion as to the boundary survey and the plans.

Vice Mayor Fuller stated that he didn't think there was an issue with obtaining a survey. There are multiple projects sitting in the same area, a parking garage, Block 11, and changing Town Hall; he suggested hiring an outside architect to provide a general sketch so the Council can figure out how they want to move forward; what they want to spend and decide whether to seek grant funding for part of it. Town Manager Lasday concurred. She informed the Council that staff is in the process of finalizing the RFP for architects/engineers so they can assist in the next step, but definitive direction is needed.

Council Member Yaffe made a motion to demolish the building and Council Member Bruder seconded the motion. Council Member D'Amico requested a boundary survey be done. Council Member Yaffe amended the motion to include obtaining a boundary survey and Council Member Bruder seconded the amended motion.

Council Member Salver asked if the demolition would include just the Town Hall portion and/or the water tank, and if the Town had sought a second opinion for inspection of the property. Town Attorney Geller cautioned the Council that when hiring architects and engineers the Town must comply with the Competitive Negotiation Act.

ACTION: The motion by Council Member Yaffe to demolish Town Hall and to have a boundary survey done, seconded by Council Member Bruder, passed 6-1 on a poll vote with Council Member Salver opposing.

16. **Discussion and Possible action regarding the 2023 Evaluation and Appraisal Report and related amendments to the Comprehensive Plan.**

Town Planner Leiva reported that the Town's Comprehensive Plan (Plan) was adopted in 1988 and was found in compliance by the Department of Economic Opportunity (DEO). Some updates were performed to the Future Land Use and Coastal Land Use Elements of the Plan in 2004, but nothing has been done since. The DEO advised that updates to the Plan are prohibited, unless an Evaluation and Appraisal Report (a report of future and current conditions report) is performed. He asked the Council to entertain a motion to direct staff to initiate the Comprehensive Plan updates and to hold a Comprehensive Plan Workshop.

ACTION: Council Member D'Amico made a motion directing staff to proceed to update the Comprehensive Plan and to schedule a Comprehensive Plan Workshop. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote.

Mayor Tricoche asked that the workshop be scheduled as soon as possible. Vice Mayor Fuller reminded the Council of legislation that could conflict with the Comprehensive Plan.

17. **Consideration and Approval** of a request by Miami-Dade County League of Cities to designate a director and an alternate director to serve on the Board of Directors for a period of one year.

ACTION: Council Member Salver made a motion to nominate Council Member Yaffe as director and Council Member Molly Diallo as an alternate director. Vice Mayor Fuller seconded the motion and it passed unanimously.

ADJOURNMENT:

There being no further business to discuss the meeting adjourned at 10:50 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Special Meeting of the Town Council was held on Monday, May 1, 2023, at 6:40 p.m. Upon roll call the following members responded:

Mayor Elizabeth Tricoche
Vice Mayor Joshua Fuller Council Member Stephanie Bruder
Council Member Teri D'Amico Council Member Molly Diallo
Council Member Robert Yaffe

Council Member Isaac Salver

1. **Announcement to the public and advice to the Council that the Council's Attorneys desire advice concerning the below matter, and accordingly, a closed Executive Session is scheduled for Thursday, May 4, 2023, at 6:30 p.m. for the purpose of discussing settlement negotiation, strategy, cost of litigation and expenditures in the following case:**

Charge of Discrimination No. EEOC 510-2020-03421 filed with the Equal Employment Opportunity Commission and settlement offer provided by the Claimant.

Town Manager Lasday read the item into the record.

Mayor Tricoche moved the item to the floor, and Council Member Bruder seconded the motion.

Town Attorney Geller announced that the Council was present in accordance with FS 286.011(8)(a). He advised that Section 8 provides for certain exemptions from the provisions of the Government in the Sunshine Law about public meetings, which is applicable when there is pending litigation, either in a court or in an administrative proceeding. In this case, there is the EEOC proceeding that was read, which is still pending. He explained that the Council is permitted to have an Executive Session; only the members of the Administrative Board (the Council), the Chief Operating Officer (the Town Manager), and the attorneys are allowed to attend. Scott Alexander from Johnson Anselmo, P.A., the Florida League of Cities counsel, who principally has been handling the case will also be present.

The Town Attorney continued to explain one of the provisions of the Executive Session for the entities attorney to advise the entity, at a public meeting, that he/she desires advice concerning the litigation, which is the case here. He advised that he and Mr. Alexander are in pursuit of settlement of the EEOC charge and would like to have the opportunity to meet privately with the Council in an Executive Session. He mentioned the restriction for the Council to meet in a public meeting.

They will begin a Special Council Meeting on Thursday at 6:30 p.m. which is scheduled for one hour; they will meet in public on the record and then adjourn to the Executive Session. A Court Reporter will be at the session and will take verbatim transcript of the meeting of everything said by each person. After the session, the council will go back to the public meeting to adjourn the Special Council Meeting. After that, at approximately 7:30 p.m., they will begin a different Executive Session, with different rules, with labor counsel to talk about pending labor negotiation. This meeting does not have to start in a special meeting.

Town Attorney Geller further advised that once the case is resolved, the transcript will become public. A vote will not be taken at the meeting; it is only to give advice, to find if there is consent; settlement will have to be voted on at a regular public meeting. If a settlement can be reached with the claimant, the matter can be placed on the May 10, 2023 Regular Council Meeting Agenda; unless it's found it is not possible to settle.

Vice Mayor Fuller added the Court Reporter takes the transcript that does not get unsealed until after settlement or the end of the case. He asked if the session is to be transcribed at the town's cost, or if it is done once somebody makes a Public Records Request with them paying for the transcribing. Town Attorney Geller responded that the transcript is required to be transcribed at the town's request and cost and must be maintained under seal and not be distributed to anybody, except the attorneys; it should be maintained under seal until the case is resolved.

Council Member Bruder mentioned the first Executive Session that occurred a long time ago, in the same matter, was transcribed and given to the Town Clerk. She asked if this would make the transcript a public record, since it had been read and given to the Town Clerk and Assistant Town clerk. Town Attorney Geller opined that the document is not a public record; it is protected and should be kept under seal; and anything that was given should be given back to the attorneys to be kept under seal, until such time as the case is resolved.

Mayor Tricoche asked what the solution was. Town Attorney Geller advised that the document is not a public record until the case is resolved. Therefore, it should not be distributed. Anybody who has a copy should be asked to send it back to the Town Attorney or to Scott Alexander, for it to be held under seal, as it was done contrary to law.

Vice Mayor Fuller stated that the request has to be made for the return of the transcript; in a normal lawsuit, if something is accidentally disclosed and then discovered, you are required to make the request for the return of it. Even if they do not return it, in the end it goes toward inadmissibility and everything else later on.

He suggested that in order to protect the town, a formal request should be made, regardless of what is done in the end. If former Town Clerk Marlene Marante received the transcript, she should be asked who she gave it to and also find out if there are any other copies floating around.

Mayor Tricoche suggested the town's IT Department search the system to see if the transcript was downloaded or forwarded to anybody else. Town Manager Lasday will check with IT.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked about the specificity of the Case Number, EEOC 510-2020-03421 that has a 2020 year. Vice Mayor Fuller explained that a case number is assigned when anybody files a case with EEOC; 2020 represents the year the documents was filed.

There being no further business the meeting adjourned at 6:56 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Special Meeting of the Town Council was held on Thursday, May 4, 2023, at 6:40 p.m.
Upon roll call the following members responded:

Mayor Elizabeth Tricoche
Vice Mayor Joshua Fuller Council Member Stephanie Bruder
Council Member Teri D'Amico Council Member Molly Diallo
Council Member Isaac Salver Council Member Robert Yaffe

1. **Announcement to the public of a closed Executive Session for the purpose of discussing settlement negotiation, strategy, cost of litigation and expenditures in the following case: Charge of Discrimination No. EEOC 510-2020-03421 filed with the Equal Employment Opportunity Commission and settlement offer provided by the Claimant.**

Town Attorney Geller advised the council that, as discussed at the Special Council Meeting on Monday, May 1st, there is an exception in Florida Statute, Section 286.011, which provides for public meetings, that allows the council to discuss matters in pending litigation, either in court or in front of an administrative tribunal; which is what was being done. He further advised that after the meeting recesses to the Executive Session, the room will have to be cleared; only the Town Council, the Town Manager, and the attorneys, the Florida League of Cities attorney Scott Alexander from Johnson Anselmo, P.A., him, and a Court Reporter will remain; there will be a confidential discussion. The recording device will be turned off. The Court Reporter from US Legal will take everything verbatim; the transcript is to be held under seal by the Court Reporter until the case is resolved. At the time the case is resolved, the seal will be broken, and the transcript will become a public record. He informed the council that what everyone says will not be public now, so that the claimant does not have the benefit of knowing everything that was said as settlement negotiation. The transcript will become public whether by trial, settlement, or anything else. They will come back from the Executive Session and recess back to the Special Meeting for purpose of adjournment. He stated that a member of the public made a request to make public comments. He advised the mayor the public comments could be taken now or at the end of the meeting, at her discretion.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that at the last meeting she specifically asked about the Charge of Discrimination No. EEOC 510-2020-03421 and still did not know what it is; what the council is doing, and that public speaking was

being done before the issue was discussed.

PUBLIC COMMENT CLOSED

Recess Special Meeting to go into the Executive Session.

The room was cleared except for members of the Town Council, the Town Manager, Town Attorney Geller and Florida League of Cities counsel Scott Alexander from Johnson Anselmo, P.A., and the Court Reporter.

2. Announcement that the "Closed Executive Session" has adjourned and adjournment of the Special Council Meeting.

The public was notified the council was back in session for the Special Council Meeting.

There being no further business the meeting adjourned at 9:00 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Regular Meeting of the Town Council was held on Wednesday, May 10, 2023, at 7:04 p.m.
Upon roll call the following members responded:

Mayor Elizabeth Tricoche

Vice Mayor Joshua Fuller
Council Member Teri D'Amico
Council Member Isaac Salver

Council Member Stephanie Bruder
Council Member Molly Diallo
Council Member Robert Yaffe

Mayor Tricoche announced Ruth K. Broad basketball Bobcats won the championship.

SPECIAL PRESENTATION:

Mayor Tricoche announced the Ruth K. Broad Bobcat Basket Ball team won the championship.

1. Teacher of the Year - Ruth K. Broad K-8 Center - Wanda McKinney

Ms. McKenny was recognized as Teacher of the Year.

2. Rookie Teacher of the Year - Ruth K. Broad K-8 Center - Marisol Sandoval

Ms. Sandoval was recognized as Rookie Teacher of the Year.

Retiring teachers Mercedes Garcia, Karen Berezdevin, and Alvarez Area were not present, but were recognized for their service.

Assistant Principal Lisa Profeta commended the teachers for their outstanding service.

Council Member Molly Diallo was recognized for over 25 years of dedicated service to the Miami-Dade County Public Schools.

3. Introduction of New Police Officer Giselle Estopinan

Officer Estopinan was introduced as a new officer with Bay Harbor Islands.

4. Report on the Town's Investment Performance by Gerardo Rodriguez of BNY Mellon Wealth Management.

Mr. Rodriguez presented the 2023 First Quarter Review of the town's Investment Portfolio. He reported that the market value for the combined three accounts at the end of March was \$6,608,297, with an estimated annual income of \$164,884; the average yield for the relationship was 2.51% versus the benchmark of 2.64%; the benchmark to maturity for the portfolio was 4.07% versus 4.52% for the benchmark and the average duration of the portfolio is 3.69 years versus 3.85 years for benchmark; the First Quarter and Year to Date Returns for the portfolio were 2.35% for the Contingency Fund; 2.36% for the General Fund; and 2.37% for the Water Fund compared to the benchmark of 2.32%; the Year-to-Date Return is the same since it is only the First Quarter; 2.35% for the Contingency Fund; 2.36% for the General Fund; and 2.37% for the Water Fund compared to 2.32% for the index. The annualized return since inception has been 3.7% for the Contingency Fund, 3.73% for the General Fund, and 3.78% for the Water Fund compared to 3.84% for the index.

At this time, Fabian Fasabe, Florida Representative, came forward and thanked the Council and the Town Manager for a continued partnership and guidance that allowed the grant approvals for the Town. He spoke on Gun safety, abortion, school Bills issues and encouraged the community to continue to work together. He noted that \$200 million was allocated for Waste Water Management and would like to continue to work with the Town to allocate some of those resources for the Town. He encouraged the Town to continue voicing their concerns, so that he may continue advocating for the Town and its needs.

Council Member Bruder spoke about the importance of mental health awareness and asked Representative Fasabe if he can assist with locating funding. He explained that funds are available, but the Town will need to create the request in order for him to follow the process to tap into those resources.

Council Member D'Amico asked about the building referendum; she raised concern to the height restrictions. Representative Fasabe responded he did not sit on the hearing, however, he felt that it may have passed. He encouraged the Council in the next coming months to continue bringing these issues to light so that he could continue advocating for the Town. Vice Mayor Fuller and Council Member Yaffe thanked him for assistance and accessibility when the Council visited his office, and for the funding to the Town.

Mayor Tricoche recognized Surfside Mayor Shlomo Danzinger and thanked him for attending the meeting.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Vice Mayor Fuller pulled Items 6A and 6B from the Consent Agenda and requested Item 29 be moved up on the agenda.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported the following:

- Boring work in the middle of the bay associated with the Broad Causeway project, from Monday until June 2nd between 8:00 a.m. and 6:00 p.m.
- Thanked the Town Clerk and Deputy Town Clerk for their efforts in recognition of Clerk's Week.
- Asked that thanks be extended to Public Works employees who have been working diligently, with Public Works Week coming up the week of May 21st.
- Advised the Council and the school responded to their comments, which were provided in the Manager's Report. She asked the Council to provide any responses to her, so she can relate them to the school.
- She informed the Council that Council Member Diallo requested to possibly reschedule the June Council Meeting.

Vice Mayor Fuller wanted to ensure noise from the boring work will not affect the school, as the students will be going through standardized testing. Staff will find out the dates of the testing period; and Town Engineer Rodney Santana-Carrero will monitor the work to ensure there is no disruption to the school during this time.

Town Manager Lasday continued to report that staff was getting ready to send out the literature for the art festival, and she wanted to confirm the event location on Kane Concourse, the setup time for Friday morning, and a Council Member designee on the committee. Council Member Bruder suggested setting up the event for Friday after work. Vice Mayor Fuller explained that it was not possible to do so by having to set up the security barriers between the artists, the security, the fencing, etc. He stated that it has to be earlier in the day. Mayor Tricoche suggested having the event on a three-day weekend when there is no school on that Friday. Vice Mayor Fuller stated that the date was picked because of its availability on the calendar not to compete with other art festivals, the weather condition, artists, and availability in Miami-Dade County so there is no problem. Council Member Salver reported that he received numerous complaints from residents after the street was closed on Friday. He stated that the town has a significant Orthodox Jewish community who relies heavily on doing errands before the Sabbath begins, before sundown; he was not in favor of closing off Kane Concourse during Friday afternoon.

Discussion continued regarding other locations for the art festival. Council Member Yaffe stated that it could be on 97th Street, if that were feasible, since it would be easier in terms of traffic. Vice Mayor Fuller explained that the area was looked at closely, and emergency vehicles, emergency access, the traffic getting around were considered. He explained that the event is near where the children's area is protected. It has to be on the side of the street where the parking garage is, so people do not have to cross; plus being able to guard the art at night as it's an overnight event and things have to be fenced off.

It was the consensus of the Town Council to hold the event on Kane Concourse; getting the neighboring communities to assist so the traffic flows better; have the Chief speak to Bal Harbor and Surfside; contact FDOT to see how the traffic light could flow better; staff doing a better job of notifying and advertising to citizens way ahead of time so they can prepare themselves; Surfside and Bal Harbor open to working with the town this time; reaching out to the Shul so they can inform their congregation of the event to help mitigate some of the concerns; sending out a series of advertisements regarding the event and the closure of the street. It was mentioned that Surfside and Bal Harbor promise to work with the town more effectively to ensure that traffic goes through.

Derek Hodes, 1031 Ives Dairy Road, came forward and acknowledged that there are challenges with the event based on all the things that have to happen and the goal and design of the event. He stated that there were 40-50 artists last year, plus food and beverage, stage, fencing, bathroom, bathroom suites, sponsors, entertainment-a number of things that have to be coordinated on a time schedule. He informed the Council that his goal is to have 80 artists. He advised that while it may seem a better time to start the event at 3:00 p.m., there will be challenges if it is Sabbath; people are going to be walking to Shul back and forth; the road will be a disaster; it will be less safe. The biggest inconvenience is the road shutting down; it is not the set up; once the road is shut down, they are very quick in moving through that process; artists will not set up in the morning, it does take the day. He stated that based on experience in working events for over 20 years, there is also Friday afternoon rush hour, either way there will be a challenge. He stated that getting the audience used to what is going to happen will also solve some of the problems. He mentioned that there will be some challenges in 2024, but it is going to need communication, more notice, and more cooperation. And the Bal Harbor parking lot is now open, which should be a bonus.

It was the consensus of the Council for Vice Mayor Fuller to be the Council Representative on the Art Festival Committee.

Town Manager Lasday reported the Town received a check for \$76,000 from Surfside for participating during the Surfside collapse. Mayor Tricoche thanked all the staff for their work during the Surfside collapse.

Mayor Tricoche referred to an email received by the Town Manager from the School Board advising that all communication regarding the school should go through the governmental representative within the School Board to address any concerns in the future, not Principal Saperstein. Mayor Tricoche spoke about the School Representative attending a Council Meeting. Town Attorney Geller suggested the Council name one of its members to speak on behalf of the Council, to get on the School Board's Agenda and present directly to the policy makers.

ACTION: Council Member Yaffe made a motion to appoint Council Member Bruder as the Town Council's representative to address the School Board on behalf of the Town. Vice Mayor Fuller seconded the motion, and all voted in favor.

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

Council Member Bruder asked about the status of Zoom conference for the Council Meetings. Mayor Tricoche advised that an item will be on the June Regular Council Meeting Agenda to address the matter. And there was a full report in the Town Manager's Report on the solutions put forth forward and different options. Council Member Bruder advised the Council she will be placing an item on the agenda to provide swim safety for children, possibly partnering with a hotel within the town for the children of the town to use their facilities. Vice Mayor Fuller mentioned the town's agreement with Miami Shores and suggested working something out to potentially bus kids over, if the program can be set up. Council Member Bruder stated that she was referring to little kids with parents. Council Member D'Amico volunteered to lead the program; she also suggested setting up a CPA class for everybody. Council Member Bruder stated that a lot of the pools in the buildings do not have a safety gate around them and suggested something be done. Vice Mayor Fuller suggested contacting Beth Moshe regarding the possibility of using their pool.

Council Member D'Amico encouraged the residents to attend the concert by Sammy Figueroa on Sunday, May 20th. She stated that she has been keeping up with the State legislature and trying to figure out what things are going to affect Bay Harbor Islands, particularly with the Comprehensive Plan.

Council Member Diallo reported she contacted Miami Shores, and they offer water safety classes for children 2-3 months to three years. She also shared that she attended Congresswoman Wilson's event where the Congresswoman highlighted the 5,000 Role Models; she met the Secretary of education there.

Council Member Yaffe reported that he hopes to attend a Miami-Dade County Florida League of Cities meeting tomorrow where they will be swearing-in the Board of Directors. He also informed the Council he was notified by the Florida League of Cities that he is a recipient of the Home Rule Hero Award. He stated that this recognition was in response to the Council's advocacy in going to Tallahassee and Washington, DC and elsewhere with the FLC to advocate not only for money for the town, but for legislation. He added it is a reflection of how hard the Council work on behalf of the town, traveling and advocating on behalf of the town.

Council Member Salver reported he attended a Children's Trust (Trust) Budget Committee Meeting; their budget for the coming year is about \$180,000,000, most of which is invested in our children's future. They discussed reading and the Thrive by Five programs; the drive is to get kids to read by age five. He mentioned grant funding to the town from the Children's Trust for the afterschool program that is sponsored by the Trust. He also informed the Council that he received an email from Esther Fortune, a music teacher, requesting to use the park space on 95th Street and West Bay Harbor Drive for a recital for her students; a lot of her students reside in Bay Harbor Islands and the surrounding cities. He encouraged the Council to allow the use of the park, if permissible, for music events, especially for the kids of Bay Harbor Islands.

Council Member Bruder thanked Town Manager Lasday, Assistant Town Manager Rosado, and Joel Jacobi for their diligent work on getting the Children's Trust program to the town. Vice Mayor Fuller also thanked the staff.

Vice Mayor Fuller reported he also received a notification that he is a recipient of the Home Rule Hero Award. He spoke of the significance of advocating the importance of home rule in Tallahassee, and his intention to continue advocating for the town. He stated that he attended the last concert held by the Town, which was a successful event. He also attended the last Miami-Dade County League of Cities meeting and County Commissioner Steinberg's event dealing with environmental issues regarding Biscayne Bay.

Mayor Trichoche asked that baby CPR be included in the CPR trainings. She also thanked the Council and Staff for their efforts and work for the town. She offered the other Council Members the opportunity to provide a message in the Town's newsletter, rather than writing the messages each month.

PUBLIC COMMENT

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

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about religious institution requiring public hearing before the Town Council and questioned why municipal parking spaces were disappearing; why were preexisting businesses and restaurants being imposed with substantial burden and being forgotten, instead tax exempted entities being given priority, why was the Council, the Local Planning Agency, not balanced and respected with the Town's Land Use Regulations with preserving and maintaining the high quality, standard, and aesthetic beauty; the Council approving nonconforming uses such as Sales Centers for new development project; no mass transit, and building of Church by the Sea. She also raised concern on the lack of municipal parking, the Business District being used for Sales Centers, and the relocation of Church by the Sea to the town.

Ann Marie Kelly Stoppa, 906 S. Walbash, Chicago, Illinois, came forward and stated the Council needs to get more involved in the large corporations that come to Bay Harbor Islands that are not necessarily interested in the benefits they bring or could bring to residents. She spoke about her experience of being asked to leave a building that was sold and found another building that was in the worse shape. She requested the Code of Ordinances be reviewed and the requirements that are not being adhered to stiffened, as developers are being given too much leeway.

COMMITTEE REPORTS:

5. ~~Report from the Parks and Recreation Committee regarding their April 19, 2023 meeting.~~

CONSENT AGENDA: Set for approximately 7:55 p.m. *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

7. **Consideration and Approval** of a proposal from BCC Engineering to provide structural services for project BC-162 Waterway Bridge for repairs of Bridge No. 875102 for a lump sum fee of \$143,040.
8. **Consideration and Approval** to expend allocated funds of \$24,018.72 to Lou's Police Distributors, Inc. for the Police Department Firearms Replacement Program, under the piggyback provision pursuant to Section 2.1.2. of the Town Code.
9. **Consideration and Approval** of the 2023/2024 Budget Preparation Calendar. Enclosed is the proposed schedule provided by the Town Manager.
10. **Consideration and Approval** of a request to issue a Request for Proposals (RFP) for replacement of the seawall at 9600 West Bay Harbor Drive, at the northwest corner of the intersection of West Bay Harbor Drive & Kane Concourse, Bay Harbor Islands, Florida.
11. **Consideration and Approval** of a proposal from Kimley-Horn and Associates, Inc. to provide engineering services for the replacement of sanitary sewer manhole frames and covers per DERM and Consent Decree requirements, at a lump sum amount of \$34,220.
12. **Consideration and Approval** of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2023-2024, at a pro rata share of \$8,112.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024 FOR RUTH K BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

13. **Ratification of Approval** of an expenditure not to exceed ~~\$50,000~~-\$75,000 for emergency repair of the sewer force main on 78th Street and Collins Avenue, under the Emergency Procurement regulations, pursuant to Section 2.1.3(a) of the Town Code.

ACTION: Council Member Bruder made a motion to approve the Consent agenda. Council Member Salver seconded the motion, and it passed unanimously on a poll vote.

6. Approval of Council Meeting Minutes
A.) February 1, 2023 Regular Council Meeting
B.) February 9, 2023 Special Council Meeting

Vice Mayor Fuller explained that he removed the items from the agenda because pages were missing.

14. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 5, Article II of the Town Code, by revising section 5-29 and creating a new section to be numbered 5-30 entitled "Additional requirements and procedures for site development approvals."

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 5, ARTICLE II TITLED "DESIGN REVIEW BOARD," BY REVISING SECTION 5-29, NOTICE PROCEDURES FOR SITE DEVELOPMENT APPROVALS, AND CREATING A NEW SECTION 5-30 TITLED ADDITIONAL REQUIREMENTS AND PROCEDURES FOR SITE DEVELOPMENT PLAN APPROVALS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Council Member Bruder made a motion to move the item to the floor, and Council Member Robert Yaffe seconded the motion.

PUBLIC COMMENT

Maritza Haro, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, Suite 300, Miami, Florida, came forward and requested that the Community Meeting called for in Section 5-30.3(a) of the ordinance be allowed by a virtual option instead of in-person to facilitate attendance; she asked for clarification that the meeting is to be held a minimum of 14 days prior to the public hearing before the Town Council or Design Review Board Meeting (DRB), and not the Development & Review Committee (DRC) Meeting.

Town Attorney Geller advised that there is no codified process for the DRC Meetings in the Code of Ordinances; the DRC is something that the Town Manager uses to coordinate staff's comments. He clarified the Community Meeting will be at least 14 days prior to a Town Council or a DRB meeting.

Mayor Tricoche stated that she was not opposed to developers hosting the meeting through zoom but would also like the option for in-person meetings. Council Member Yaffe asked if the Community Meeting would be a town meeting. Town Attorney Geller advised that the Community Meeting is a town required meeting where the developer has the burden of meeting with the community. Council Member Bruder suggested the meeting be held in person. Mrs. Haro spoke about the success of Zoom meetings with the community. Mrs. Haro will coordinate with Town staff on the location of the meeting.

Council Member Yaffe made a motion to amend the ordinance to include language that an in-person meeting will be allowed, but virtual attendance shall also be provided for. Council Member D'Amico seconded the amendment to the motion, and all voted in favor.

PUBLIC COMMENTS

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about the different Council Meetings dates, Zoom meetings not being held, and public meeting announcements.

Matt Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, Miami, Florida, came forward and suggested having an in-person and a separate virtual meeting, instead of simultaneously.

Council Member Yaffe mentioned that he attended a Condo Association meeting that lasted five hours, which was virtual and in-person, and it was not that difficult.

PUBLIC COMMENT CLOSED

ACTION: The motion by Council Member Bruder to adopt the ordinance as amended to include language that an in-person meeting will be allowed, but virtual attendance shall also be provided for, seconded by Council Member Robert Yaffe passed unanimously on a poll vote.

ORDINANCES ON SECOND READING

15. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 23, Article I, Sections 23-12 and 23-19 of the Town Code relative to buildings and structures projecting onto yard setbacks for interior and waterfront lots on the West Island.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS," TO MODIFY SECTION 23-12 (15) AND (19) RELATED TO BUILDINGS AND STRUCTURES PROJECTING INTO YARD SETBACKS OF INTERIOR AND WATERFRONT LOTS ON THE WEST ISLAND; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor, and Mayor Tricoche seconded the motion.

Council Member Yaffe stated that the rear setbacks facing the water should be treated differently.

Mayor Tricoche inquired about a gazebo that was approved to be in the setback by the Design Review Board and the Town Planner's comments that it was not subject to the zoning-in-progress and this ordinance. Town Attorney Geller advised that a zoning-in-progress ordinance was adopted, which means the Council can declare a zoning-in-progress on a particular thing, if it chooses to do so; which would require notice and adoption of a resolution which states that it will be zoning-in-progress; it's not an automatic thing. He mentioned he did suggest to the DRB that they might wish to defer the item since it was up for consideration on second reading by the Council, and they declined his suggestion.

Concerns were expressed that the DRB approved the gazebo to be in the setback knowing there was zoning-in-progress.

Council Member Yaffe asked if it was the house at 1310 101 Street that was completely gutted and the house itself was never approved by DRB, where there should have been a "Stop Work Order" on the property. He questioned how the project went to the DRB when it was in violation of the Code. They applied for a window permit, knocked down the entire house, and are rebuilding it without any permits; now they are approving a gazebo. Chief Building Official Mike Mesa explained that they have a permit for an interior build out; they do not have a permit for the façade and other work in the front of the house. There is a "Stop Work Order" for work that is not permitted.

The gazebos are not done; they requested approval from the DRB.

Town Attorney Geller advised that the approval by the DRB is subject to appeal; if a neighbor of someone is aggrieved by the decision, they can appeal the DRB's decision, which is not final; a member of the Council has a right to file an appeal but will have to recused themselves.

The Council asked how the item got on the DRB agenda, when it violated the Code. Council Member Yaffe suggested there be a policy requiring projects with outstanding violations to not move forward, until the outstanding matter is corrected, whether a "Stop Work Order", etc.

Town Attorney Geller advised that the ordinance could be amended to include language that any decision of the DRB shall be subject to review by the Council, whether there is an appeal or not.

Council Member D'Amico asked why the regulation for the eaves was changed from two to three feet. She felt three feet would be too big and would like it to go back to two feet, plus the reference should be "roof eaves"

Vice Mayor Fuller suggested Mr. Mesa review the package and invalidate it, if anything in the package is false, as it would be an improper submission. And they should be required to replace everything as it was before. The Vice Mayor stated he was certain there was a conversation about the eaves that they were not to be extended; if they were going to be allowed, there would be a limitation. He stated that the water has to pour onto the owners' property; it cannot create a flooding issue for the neighbor.

Town Attorney Geller explained that the existing language for the eaves states four feet, and there is no reason why the Council cannot change it to two feet. He advised that there are two possible amendments to the ordinance to not have the regulations apply to waterfront properties and that the eaves be changed from four feet to two; or another alternative to defer it and include additional language regarding the water pouring from the eaves.

Council Member Bruder amended the motion to revise the ordinance for roof eaves to be no more than two (2) feet and to exclude rear setbacks facing the water. Mayor Tricoche seconded the amended motion, and all voted in favor.

Chief Building Official Mesa noted that the Town Code currently provides for the water to be retained on the property.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that ordinances are being changed and the Comprehensive Plan is not being followed.

Council Member Salver pointed out that all plans should be treated equally.

PUBLIC COMMENT CLOSED

ACTION: The motion by Council Member Bruder, seconded by Mayor Tricoche for the roof eaves to be two (2) feet and for the changes to the ordinance to exclude the rear setback facing the water passed unanimously on a poll vote.

29. **Discussion** of a contract for a new Police Chief. Sponsored by Vice Mayor Joshua Fuller and Council Member Stephanie Bruder.

Vice Mayor Fuller explained that notice was received of the impending departure of Police Chief Diaz. He Stated that the Chief did a wonderful job of training his replacement from the time he came in; and he felt it is time to direct the Town Manager to start having the conversation as far as setting up the contract to bring Deputy Chief Noel as Police Chief. Council Member Bruder stated that the current Chief has worked with Deputy Chief Noel and has guided him; he has been with the town a long time, he brings a different perspective than somebody outside because he knows the town, the people, the children, the seniors, and he has experience dealing with hurricanes. She felt that he was the right fit at the right time. Council Member D'Amico concurred. Mayor Tricoche was in favor of making the Deputy Chief Noel Interim Chief, conducting the normal hiring process, and seeing who the right person for the position is; she supports this process for each person hired.

Town Attorney Geller advised the Town Manager names the chief and set compensation, which is in her authority. The manager has the authority up to \$20,000 for contracts; for employees the manager decides the compensation from her budget; she has authority to expend appropriated funds as she fit, but it is only the Council that can give a contract, which is why the item is before the Council. He advised it is appropriate for the council to express their view point, but authority to hire is the manager's. Council Member Diallo expressed support for Deputy Chief Noel as Police Chief. It was noted he has been with the town for 17 years and has served as Interim Chief for four months.

Town Manager Lasday announced that Chief Raul Diaz has done a great job; he worked diligently with Deputy Chief Noel to prepare him and has recommended him as the next Chief. He told her that Deputy Chief Noel was ready to be the next chief. Chief Diaz came forward and expressed 100% support for Deputy Chief Lindsley for Chief of Police. He stated that he has done everything he has been asked to do, has gone above and beyond, and has the knowledge and experience to be a good chief.

ORDINANCES ON FIRST READING: There were no ordinances for First Reading.

DEFERRED ITEMS: There were no deferred items.

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

16. **Request for approval** of the location of a temporary Sales Gallery to be located in the Common Space of the Belmont Condominium at 10101 East Bay Harbor Drive, immediately south of the property: or at the property in a unique dome structure out near the water's edge.

Council Member Bruder made a motion to approve the Sales Center to be located in the Common Space of the Belmont Condominium, and Council Member Salver seconded the motion.

Council Member Bruder expressed her approval of the request due to the idea that the developer is going to fix the exterior building for use by the citizens of the Town, which is giving back in some ways.

Matt Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, Miami, Florida, came forward on behalf of the applicant PPG, BHT Owner, LLC, owner of Bay Harbor Towers property. He explained the project received Site Plan approval in December, the team is working on the Building Permit for the luxury condominium building, and they are looking to get a Sales Center so they can sell the units.

He described the location of the property and stated they had meetings with the Belmont Condominium about the idea of using their community room for a Sales Center. There will be access for a driveway entering from their property; parking will be on the property off the street; there will be access along the waterway; and there will be a landscape architect to help beautify the parking area and the walkway in between. At cost to the developer, they will improve the community room for the community center operation for a period of time, and then turn it back over to the condominium association. The condo will get lease payment each month the Sales Center is there; the community room is approximately 800 square feet; the Sales Center will not be visible from the street.

Council Member D'Amico opposed placing Sales Center in condominiums.

Council Member Salver pointed out that there is a very nice Sales Center in the middle of a residential neighborhood that was built for the Onda. For those who do not like this type of activity out in the open, this is the perfect solution to have that type of activity in a very covert manner in which the residents from the Belmont can benefit from; he stated his support for the request.

Council Member Yaffe expressed support for the request as well. He stated that the Council wants the Sales Centers to be on Kane Concourse for reasons they have discussed in the past. He stated his preference for the Sales Center at the Belmont, rather than having the bubble on the vacant lot.

Council Member D'Amico asked if the applicant had spoken to the Condominium Board; she expressed concern that the space will go from a Sales Center to something else that will be servicing businesses and have a huge impact on the residents; she wanted to ensure the residents were aware of what was happening.

Council Member Diallo pointed out that the residents will benefit by the redesigning of their space.

Council Member Yaffe made referenced to the Letter of Intent with the Belmont, assuming the Condominium Board of Directors followed the procedures in their Condo Documents to obtain approval; he preferred the Sales Center to be inside the building, if they are amenable to that. He pointed out that there are provisions in the Town Code that prevents other types of businesses in condominiums. He stated that he didn't think having this Sales Center there temporarily is going to devolve into condominiums having other types of businesses in their buildings.

Council Member Bruder expressed her support of the request stating the condominium will get a remodeled space with electrical. She stated that the Condominium Board who represents their residents came to an agreement, and she was in favor.

Vice Mayor Fuller stated that the most recent legislative session put a horrific burden on a lot of condominiums; this provides at least some relief for the next-door condominium. Condominiums will be looking at a lot of new expenses, and this sets the ground work potentially and in the future as well, for some revenue stream to try and offset the new burden that has been imposed on them. He stated that they were referring to a diagram of 800 square feet, potentially increasing the value long-term for the next-door neighbor as well. Belmont Condominium will get revenue that they can put towards their building, and at the same time have an improved room for use at the end of this lease.

Mayor Tricoche stated that she was against the request. She explained that the Council voted not to allow Sales Centers in the Residential District; she felt it is disruptive and unsafe to have Sales Centers in the Residential District, that the safety measures that exist in existing condominiums were being subverted and expressed real concern.

Council Member Diallo asked if the parking will be on site. Mr. Amster confirmed that the parking will be on their site.

Mayor Tricoche asked Mr. Amster if the Sales Center is behind the locked door that the residents now use to be able to have as a safety measure to access their elevator. Mr. Amster stated that access is from the water side into the building; he explained that the condominium provided an intent to lease as they are going to be a partner to allow the Sales Center to work; the hours of operation will be from 10:00 a.m. to 6:00 p.m.

Vice Mayor Fuller amended the motion to require the parking to remain on the applicant's property at all times. If the parking is removed, the Sales Center has to be closed. Council Member Yaffe seconded the amended motion, and all voted in favor.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and opposed the Sales Center which she felt is nonconforming; she also questioned the parking.

PUBLIC COMMENT CLOSED

Council Member Salver stated that he has only seen a maximum of two (2) cars parked at the Onda at any given time. He stated that it is not a high-volume type of use; instead of having a trailer or building a new building with a Sales Center in the middle of the Residential District, there will be something hidden inside a condominium where the condominium welcomes them.

ACTION: Council Member Bruder moved to adopt the motion as amended to approve the request for the Belmont option with the condition that the parking shall remain on the applicant's property at all times; if the parking is removed, the Sales Center has to be closed. Council Member Salver seconded the motion, and it passed 5-2 with Mayor

Tricoche and Council Member D'Amico opposing.

17. **Request for approval** of the location of a temporary Sales Center at 10301 East Bay Harbor Drive in connection with the development of the properties at 9781 and 9927-9955 East Bay Harbor Drive, by 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC. Duration of the sales center is expected through March 31, 2026.

Council Member Yaffe made a motion to bring the item to the floor, and Council Member Bruder seconded the motion.

Council Member Bruder asked the Applicant if the proposed Sales Center is for more than one project.

Joe Ruiz, 220 Miracle Mile, Coral Gables, Florida, representing the Applicant, came forward and stated that the applicant owns three separate properties on the islands, 10301 East Bay Harbor Drive (10301) (the site of the Sales Center), 9781 East Bay Harbor Drive, and 9919-955 East Bay Harbor Drive, all of which have site plan approvals. Mayor Tricoche asked for clarification that the request is to utilize the current Onda Sales Center and replace it with a Sales Center for the project that will be at 10301. Mr. Ruiz confirmed. She asked Mr. Ruiz if he was advised by Onda when they came before the Town Council with the request, they were advised the Sales Center was exclusively for their use and was to be torn down afterwards. Mr. Ruiz said he was not aware.

Vice Mayor Fuller recalled it was part of the deal to remove the Sales Center once they were done with the project.

Mayor Tricoche stated that the Council already said it was for one-time use; they tried it and it did not work. She expressed her opposition to the request. Council Member Salver asked how it did not work. Mayor Tricoche responded that it pulled people into the Residential District who otherwise would not have been there; it's increasing traffic and increasing people walking around the Residential District looking around; and the visitors to the Sales Center park wherever. She stated that Sales Centers belong on Kane Concourse on the second floor or above, and it did not make sense to have them in the Residential District.

Council Member Bruder asked how many parking spaces are on the property. Mr. Ruiz responded there are seven parking spaces, one of which is ADA complaint. He added he was not able to speak about the Onda Sales Center and how it would be managed.

Vice Mayor Fuller stated that he felt the sales center worked; people are going to come onto the islands; if they are going to buy a unit, they are going to drive or walk around the area. There was a benefit bestowed upon the town as part of the agreement that they were going to remove the Sales Center; there is a financial cost to ONDA for removing and destroying their facility.

He stated that he would like to know what is the financial cost that ONDA would have incurred for demolishing the Sales Center and clearing the land; those funds could be used for some of the town's residents, including potentially some of the apartments and condominiums together on the east island that are incurring some other additional cost and the distress of potentially having those units around. If that money is transferred to the town, he would have no problem with them using the facility.

Council Member D'Amico asked about signage for the Sales Center; she felt there would be a lot of activity for three different projects. Mr. Ruiz said there will be one sign. Council Member D'Amico stated that the Sales Center would be there until 2026, and she felt it would set precedence.

Council Member Yaffe stated that he was not opposed to the town receiving a benefit for permitting the structure to remain. There was discussion about having Sales Centers on the second floor or higher in buildings on Kane Concourse, because the Council does not want them on the ground floor, but the ordinance was not adopted. So, it is not established that they have to be on the second floor. He asked Mr. Ruiz if they were to sell the units sooner, if the Sales Center would be removed sooner than the three years. Mr. Ruiz stated they would have to remove it, as the area would be redeveloped. He said the fees will be paid to the town at some point because once the site is ready for development, the temporary Sales Center is going to be demolished and the town will be receiving the fees at that point. Council Member Yaffe asked if ONDA will remain responsible for the cost of removing the Sales Center. Mr. Ruiz said yes.

Vice Mayor Fuller clarified that he was not referring to fees for demolition. He explained the idea that anytime demolition is being done, between demolition, hauling away, clearing, there is a cost, which ONDA is going to have to pick up. The idea is for that cost to be paid to the town.

Council Member Bruder asked what the benefit to the town is in keeping the Sales Center that should not be there.

Discussion ensued as to whether Mr. Ruiz would like to defer the item to next month until he receives an answer. He stated that he will wait and see if there is time for the Council to continue with their item, if not he'll defer to the next meeting.

19. Consideration and Approval of a request by Bay Harbor Islands Property Owner I LLC and Bay Harbor Islands Property Owner II LLC to amend Paragraph 6(e) of the Parking Trust Agreements for the La Baia South and the La Baia North projects.

Council Member Yaffe moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Yaffe explained that the amendment is standard language that would allow the lender to take over the project and complete it, if the developer were to run into financial issues.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the town is putting non-conforming usage in all of the districts, invading the Residential District, and allowing the residential project to have 39 spaces in the public parking lot. She spoke of the lack of parking, residents on the east island have big problems, buildings going up all over the place, transient people walking the area, and the council allowing residential to go into the public parking lot, not to be on the condominium itself.

PUBLIC COMMENT CLOSED

Vice Mayor Fuller stated for the record that the majority of the Council Members reside on the East Island.

ACTION: Council Member Yaffe made a motion to approve the request. Council Member Bruder seconded the motion, and it passed 6-1 with Mayor Tricoche opposing.

- 18. Consideration and Approval** of a request to issue a Request for Qualifications (RFQ) for qualified, experienced, and licensed firm/s to provide a Design Criteria Package for the design of a new 6-story building garage and a new Town Hall.

Mayor Tricoche moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Yaffe asked if there would be a 6-story building with a garage. Town Manager Lasday responded that it would be the Council's decision. The request is for an RFQ to start designing and give some ideas. Vice Mayor Fuller requested that the RFQ leaves it open for six or more floors, as a decision has not been made on the number of floors.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and discussed parking issues and raised concern to the location of the garage.

PUBLIC COMMENT CLOSED

Council Member D'Amico questioned details in the RFQ and suggested that a massing study be done. Town Manager Lasday explained that staff is trying to start the RFQ process, and they can work with Council Member D'Amico on changes.

ACTION: The motion by Mayor Tricoche to approve the issuance of the RFQ, seconded by Council Member Bruder passed unanimously on a poll vote.

At this time Town Manager Lasday introduced Gerri Lazarre from TriMerge, who is filling in for the Finance Department.

- ~~20. Discussion and Possible action regarding settlement of the Charge of Discrimination No. EEOC 510 2020 03421 filed with the Equal Employment Opportunity Commission.~~

DISCUSSION ITEMS:

21. **Discussion** regarding moving Bay Harbor Islands General Election to November to piggyback off of Miami-Dade County General Election. Sponsored by Mayor Elizabeth Tricoche.

Mayor Tricoche explained and provided data that showed although more people vote in November, as they get further down the ballot, they vote less, and even on the items that less people vote on, there is still somewhere between 300-600 more votes on lower items than in the current general election. She opined that they need to get as many people voting as possible, and if moving the election to November would allow for more of the constituency to vote, the Council has a responsibility to support elections in November; she supported the change. Discussion followed on the effect of the change on current terms, having the April election with a one-time six-month term, then commence the next election in November, how will it work during the odd years when there is no election in November, the requirement for a Charter amendment to change the election date, the subject matter having been discussed multiple times, idea to get as many people to the voting booth, people are aware that elections are in November, BHI residents have to be reminded of the town's April elections, putting the elections to November would turn it into a much more partisan race, switching to November would create an incredibly unfair advantage for incumbents as it would result in increased marketing cost, town's item becomes the last thing on the ballot, it would create a scenario where people will not be focused on BHI, in November people will be talking national politics, leaving the election in April provides for a more fair election, it allows for more attention to be paid to the candidates, people that are coming out to vote are paying attention specifically to Bay Harbor; it wouldn't be the last thing that is punched in after the bonds; the people have elected the Council on four-year term; opposition to delaying terms; don't know if having six-month Council term and starting the voting in November will work. The mayor stated it does not appear there is a desire to make the change and moved on to the next item.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated the Town does not have a Charter Review Committee anymore, she has not seen much change with election in April for 28 years, new members are needed on Council, and questioned how early voting will work.

PUBLIC COMMENT CLOSED

Council Member Yaffe explained that he was not available to attend the Candidate Debate that was tentatively set by the League of Women voters on a Thursday when he was going to be in Tallahassee. He contacted the Town Clerk about having the event the following Tuesday, but not all of the other candidates wanted to do so.

Council Member Salver pointed out that a Candidate Forum was held at the Island Pointe Condominium, which Mrs. Neuhut attended; the town's election rules are so liberal that one could qualify to run up, until 30 days before the election.

Council Member Yaffe clarified with the Town Clerk that he could have put in his Notice of Intent to be a candidate six months before the election; declaring at that point would have given him the ability to fund raise as a candidate.

Vice Mayor Fuller addressed comments by Mrs. Neuhut regarding members of the Council writing the Town's Charter, because some members served on the Charter & Ordinance Committee for many years. He noted that the Charter was written back in the 1940's.

Council Member Yaffe stated that the town advertised for members of the Charter & Ordinance Review Committee, and only one person applied.

Council Member D'Amico stated there is something that does not allow the Candidate Forum to go on unless all of the candidates have accepted. She stated that they need to get people to be qualified and get people to meet the candidates before the last week of the election.

Council Member Yaffe stated that the Town Clerk contacted him about a debate with one individual and he declined because all of the candidates should participate. Vice Mayor Fuller stated that he has always been in favor of the debate. He explained that the date is not chosen by the town; the town has made multiple requests for the forum to be held earlier.

- 22. Discussion** regarding amendment to Section 6-4 of the Town Code to provide for early voting during Town elections. Sponsored by Council Member Isaac Salver.

Council Member Salver explained that early voting would allow a greater turnout for voting in the Town elections. He stated that Miami Shores and other small towns similar to Bay Harbor have one or two days of early voting.

He suggested the Miami-Dade County Elections Department be informed that the town wishes to have early voting in an effort to get better turn out for local elections. Town Attorney Geller asked how many days and when would the early voting be. It was the consensus of the Council for Council Member Salver to work with Town Attorney Geller on the proposed ordinance for election early voting.

It was the consensus of the Council to move the following remaining items to the next Council Meeting Agenda:

23. ~~**Discussion**~~ regarding danger posed by the palm fronds that fall from the Palm trees along Kane Concourse. Sponsored by Council Member Stephanie Bruder.
24. ~~**Discussion**~~ regarding the addition of a Mobile Command Post in the 2023/2024 Capital Improvement Plan. Sponsored by Council Member Stephanie Bruder.
25. ~~**Discussion**~~ regarding the requirements of the Design Review Board submittal package. Sponsored by Council Member Teri D'Amico.
26. ~~**Discussion**~~ and ~~**Consideration**~~ of Possible Action regarding a study of the perimeter of Bay Harbor Islands East Island's Seawall shoreline. Sponsored by Council Member Teri D'Amico.
27. ~~**Discussion**~~ and ~~**Possible Action**~~ regarding the creation of Massing and Transportation Study. Sponsored by Council Member Teri D'Amico.
28. ~~**Discussion**~~ to address the Appeal process against quasi-judicial and administrative decisions having development approval authority. Sponsored by Council Member Teri D'Amico. Enclosed is the research paper prepared by the staff.

Mayor Tricoche asked staff to ensure that Council Member D'Amico's items are addressed at the next Council Meeting.

There being no further business the meeting adjourned at 10:59 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a Resolution regarding Budget Amendment No. 4 to the FY 2022-2023 Budget. Attached is a copy of the proposed Resolution with supporting documents.

DESCRIPTION:

The following changes are recommended to the FY 2022-2023 annual budget:

001-General Fund

The general fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, which is \$307,190. The amendment will account for multiple transaction line items such as professional services, travel, regular salaries, overtime, FICA, printing and binding, improvements, operating rentals and leases, repairs and maintenance, operating supplies, and other costs. Receipts for ad valorem, gas tax, and other miscellaneous revenues were higher than budget, therefore, an adjustment was made for these. This is a balanced budget.

401-Causeway Fund

There are line-item changes within the causeway fund expenditures only, whereas professional services and other contracted services are being decreased, and finance rentals and leases are being increased by the same dollar amount, \$25,000. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. This is a balanced budget. NO BUDGET AMENDMENT

402-Sewer Fund

There are line-item changes within the sewer fund expenditures only, whereas professional services, sewage disposal, travel, operating supplies, and other contracted services are being increased, while improvements (excluding buildings) is being decreased by the same dollar amount, \$78,329. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. This is a balanced budget. NO BUDGET AMENDMENT

403-Water Fund

There are line-item changes within the water fund expenditures only, whereas professional services and transfer for debt service is increased by \$10,000.04 while operating supplies is reduced by the same amount. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. NO BUDGET AMENDMENT

404-Parking Fund

This parking fund is being amended to decrease revenues and decrease appropriations for expenditures by the same amount, which is \$7,134. The amendment will account for multiple transaction line items such as professional services, other contracted services, regular salaries, overtime, FICA, group insurance, improvements, finance rentals and leases, operating supplies and change in balance/reserves. The appropriated fund balance amount to fund expenditures is

being reduced. This is a balanced budget.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The General Fund is being amended to increase revenues and appropriations in the amount \$307,190, and the Parking Fund is being amended to decrease revenues and appropriations in the amount \$7,134.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	FY 2022-2023 Budget Amendment No 4 Memo
2.	Resolution for FY22-23 Budget Amendment No 4
3.	FY2023 Budget Amendment No-4
4.	Budget Report 9302023 Budget Amendment 4 as of 9.19.23



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: SEPTEMBER 22, 2023
TO: HONORABLE MAYOR, VICE-MAYOR, AND MEMBERS OF THE TOWN COUNCIL
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2022-2023 BUDGET AMENDMENT RESOLUTION NO. 4

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering encumbrances for which there is not sufficient appropriation.

The Town Council monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to adjust within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2022-2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget. This amendment represents budget amendment No. 4 for FY2022-2023 and maintains a balanced budget with total revenues equal to total expenditures.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff alongside me have reviewed FY 2022-2023 actual revenues and expenditures and recommends a change to the FY 2022-2023 annual budget as follows:

001-General Fund –

The general fund is being amended to increase revenues and increase appropriations for expenditures by the same amount, which is \$307,190. The amendment will account for multiple transaction line items such as professional services, travel, regular salaries, overtime, FICA, printing and binding, improvements, operating rentals and leases, repairs and maintenance, operating supplies, and other costs. Receipts for ad valorem, gas tax, and other miscellaneous revenues were higher than budget, therefore an adjustment was made for these. This is a balanced budget.

401-Causeway Fund –

There are line-item changes within the causeway fund expenditures only, whereas professional services, and other contracted services are being decreased, and finance rentals and leases are being increased by the same dollar amount, \$25,000. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. This is a balanced budget. NO BUDGET AMENDMENT

402-Sewer Fund –

There are line-item changes within the sewer fund expenditures only, whereas professional services, sewage disposal, travel, operating supplies, and other contracted services are being increased, while improvements (excluding buildings) is being decreased by the same dollar amount, \$78,329. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. This is a balanced budget. NO BUDGET AMENDMENT

403-Water Fund –

There are line-item changes within the water fund expenditures only, whereas professional services and transfer for debt service is increased by \$10,000.04 while operating supplies is reduced by the same amount. The changes are between expenditure line items and do not require a change between revenue or request for additional expenditures. NO BUDGET AMENDMENT

404-Parking Fund –

This parking fund is being amended to decrease revenues and decrease appropriations for expenditures by the same amount, which is \$7,134. The amendment will account for multiple transaction line items such as professional services, other contracted services, regular salaries, overtime, FICA, group insurance, improvements, finance rentals and leases, operating supplies and change in balance/reserves. The appropriated fund balance amount to fund expenditures is being reduced. This is a balanced budget.

Budget Amendment No 4.

By Fund and Summary

FY2022-2023

		Original Total Budget	Budget Amendment 1	Budget Amendment 2	Budget Amendment 3	Budget Amendment 4	Amended Annual Budget
	Fund						
	001 - General Fund	12,205,871	215,724	1,072,889	448,140	307,190	14,249,815
	301 - General Capital Projects Fur	342,000	-	138,287	60,000		540,287
	302 - Park Impact Fees Fund	202,000	-	470,000	-		672,000
	303 - Police Forfeiture Fund	47,985	-	-	(13,664)		34,321
	401 - Causeway Fund	9,560,500	-	2,385,281	-		11,945,781
	402 - Sewer Fund	2,934,644	772,000	170,053	36,495		3,913,192
	403 - Water Fund	1,400,000	-	29,200	-		1,429,200
	404 - Parking Fund	1,382,750	-	37,885	-	(7,134)	1,413,501
	405 - Solid Waste Fund	876,000	-	-	17,228		893,228
	406 - Stormwater Fund	541,000	-	-	-		541,000
	601 - Employee's Retirement Syst	-	-	-	-		-
Total Revenue:		29,492,750	987,724	4,303,595	548,200	300,056	35,632,325
	Fund						
	001 - General Fund	12,205,871	215,724	1,072,889	448,140	307,190	14,249,815
	301 - General Capital Projects Fur	342,000	-	138,287	60,000		540,287
	302 - Park Impact Fees Fund	202,000	-	470,000	-		672,000
	303 - Police Forfeiture Fund	47,985	-	-	(13,664)		34,321
	401 - Causeway Fund	9,560,500	73,342	2,311,939	-		11,945,781
	402 - Sewer Fund	2,934,644	922,062	19,991	36,495		3,913,192
	403 - Water Fund	1,400,000	14,758	14,442	-		1,429,200
	404 - Parking Fund	1,382,750	7,375	30,510	-	(7,134)	1,413,500
	405 - Solid Waste Fund	876,000	-	-	17,228		893,228
	406 - Stormwater Fund	541,000	3,692	(3,692)	-		541,000
	601 - Employee's Retirement Syst	-	-	-	-		-
Total Expenditures/Expenses:		29,492,750	1,236,953	4,054,366	548,200	300,056	35,632,325
Surplus (Deficit)		-	(249,229)	249,229	(0)	-	0

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, ADJUSTING REVENUES AND EXPENDITURES OF FUNDS ESTABLISHED AND REFLECTED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28th, 2022, the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Resolution No. 2280 approving the Budget for Fiscal Year Ended September 30, 2023 and establishing revenues and appropriations for the Town; and

WHEREAS, on November 28th, 2022, the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Resolution No. 2286 approving Budget Amendment No. 1, on June 28th, 2023, the Town Council adopted Resolution No. 2307 approving Budget Amendment No. 2, and on August 8th, 2023, the Town Council adopted Resolution No. 2312 approving Budget Amendment No. 3, all three for Fiscal Year Ended September 30, 2023 and establishing increases and decreases to revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to increase revenues and appropriations in the amount \$307,190; and

WHEREAS, the Parking Fund is being amended to decrease revenues and appropriations in the amount \$7,134; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, to comply with the Florida Statutes and the Town’s commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues.

WHEREAS, the Town Council desires to amend the 2022-2023 Fiscal Year General and Proprietary Funds budgets as set forth in Attachment “Exhibit A” attached hereto; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Approval of Budget Amendment No. 4. The Town Council hereby approves the 2022-2023 fiscal year Budget Amendment No. 4 as provided for above and set forth in Attachment “A” attached hereto.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this ___ day of _____, 2023.

TOWN OF BAY HARBOR ISLANDS

By: _____
Elizabeth Tricoche, Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder LLP
Town Attorneys
By: Joseph Geller, Esq.,

Inclusions

EXHIBIT “A”



Town of Bay Harbor Islands
Budget Amendment to the Fiscal Year 2022-2023 Annual Budget
Budget Amendment 4
Supporting Narrative for Exhibit A
Fiscal Year Ended September 30, 2023

Dept/ Item Description	Impact Date	FUND(s) Needed	Account	Line item Category
GENERAL FUND-001				
1 Budget Amend. No. 4 - General Fund, Ad Valorem Taxes	27-Sep-23	(\$9,636.62)	001-9990-311100.000	Revenue
2 Budget Amend. No. 4 - Gas Tax-Three Cent	27-Sep-23	(\$4,692.58)	001.9990.312400.100	Revenue
3 Budget Amend. No. 4 - Franchise Fees-FPL	27-Sep-23	(\$12,845.00)	001.9990.313000.000	Revenue
4 Budget Amend. No. 4 - Sales Tax -Mun Rev Shr	27-Sep-23	(\$24,770.03)	001-9990-335121.000	Revenue
5 Budget Amend. No. 4 - Fuel Tax-Mun Rev Share	27-Sep-23	(\$8,615.61)	001.9990-335122.000	Revenue
6 Budget Amend. No. 4 - Other Miscellaneous Revenues	27-Sep-23	(\$6,469.49)	001.9990-369000.000	Revenue
7 Budget Amend. No. 4 - Appropriation from Fund Balance	27-Sep-23	(\$240,161.06)	001-9990-387010.000	Revenue
8 Budget Amend. No. 4 - Group Insurance	27-Sep-23	\$700.00	001-5110-400023.000	Operating Expenditures/Expenses
9 Budget Amend. No. 4 - Travel & Per Diem	27-Sep-23	\$2,023.55	001-5110-400040.000	Operating Expenditures/Expenses
10 Budget Amend. No. 4 - Printing & Binding	27-Sep-23	(\$5,000.00)	001.5110-400047.000	Operating Expenditures/Expenses
11 Budget Amend. No. 4 - Promotional Activities	27-Sep-23	(\$2,500.00)	001.5110-400048.000	Operating Expenditures/Expenses
12 Budget Amend. No. 4 - Publications and Training	27-Sep-23	\$20.00	001.5110-400054.000	Operating Expenditures/Expenses
13 Budget Amend. No. 4 - Regular Salaries & Wages	27-Sep-23	\$30,000.00	001.5120-400012.000	Operating Expenditures/Expenses
14 Budget Amend. No. 4 - Overtime Pay	27-Sep-23	(\$3,000.00)	001.5120-400014.000	Operating Expenditures/Expenses
15 Budget Amend. No. 4 - Fica Taxes	27-Sep-23	\$2,000.00	001.5120-400021.000	Operating Expenditures/Expenses
16 Budget Amend. No. 4 -Retirement Contribution	27-Sep-23	\$2,000.00	001.5120-400022.000	Operating Expenditures/Expenses
17 Budget Amend. No. 4 -Other Contractual Services	27-Sep-23	(\$2,500.00)	001.5120-400034.000	Operating Expenditures/Expenses
18 Budget Amend. No. 4 -Communications and Freight	27-Sep-23	\$2,493.85	001.5120-400041.000	Operating Expenditures/Expenses
19 Budget Amend. No. 4 - Repairs and Maintenance	27-Sep-23	(\$2.00)	001.5120-400046.000	Operating Expenditures/Expenses
20 Budget Amend. No. 4 -Promotional Activities	27-Sep-23	(\$30,000.00)	001.5120-400048.000	Operating Expenditures/Expenses
21 Budget Amend. No. 4 -Office Supplies	27-Sep-23	(\$5,000.00)	001.5120-400051.000	Operating Expenditures/Expenses
22 Budget Amend. No. 4 -Regular Salaries & Wages	27-Sep-23	\$2,000.00	001.5125-400012.000	Operating Expenditures/Expenses
23 Budget Amend. No. 4 -Overtime Pay	27-Sep-23	(\$1,500.00)	001.5125-400014.000	Operating Expenditures/Expenses
24 Budget Amend. No. 4 - Professional Services	27-Sep-23	\$8,000.00	001.5125-400031.000	Operating Expenditures/Expenses
25 Budget Amend. No. 4 - Operating Rentals & Leases	27-Sep-23	(\$5,000.00)	001.5125-400044.000	Operating Expenditures/Expenses
26 Budget Amend. No. 4 - Finance Lease & Rentals	27-Sep-23	\$5,000.00	001.5125-400044.500	Operating Expenditures/Expenses
27 Budget Amend. No. 4 - Other Current Charges	27-Sep-23	\$811.47	001.5125-400049.000	Operating Expenditures/Expenses
28 Budget Amend. No. 4 - Publications and Training	27-Sep-23	(\$2,000.00)	001.5125-400054.000	Operating Expenditures/Expenses
29 Budget Amend. No. 4 - Computer Software	27-Sep-23	(\$3,000.00)	001-5125-400066.000	Operating Expenditures/Expenses
30 Budget Amend. No. 4 - Overtime Pay	27-Sep-23	(\$3,000.00)	001.5130-400014.000	Operating Expenditures/Expenses
31 Budget Amend. No. 4 - Professional Services	27-Sep-23	\$100,000.00	001.5130-400031.000	Operating Expenditures/Expenses
32 Budget Amend. No. 4 - Regular Salaries & Wages	27-Sep-23	\$60,000.00	001.5135-400012.000	Operating Expenditures/Expenses
33 Budget Amend. No. 4 - Overtime Pay	27-Sep-23	\$3,000.00	001.5135-400014.000	Operating Expenditures/Expenses
34 Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	\$5,000.00	001.5135-400021.000	Operating Expenditures/Expenses
35 Budget Amend. No. 4 - Group Insurance	27-Sep-23	\$1,000.00	001.5135-400023.000	Operating Expenditures/Expenses
36 Budget Amend. No. 4 - Communications and Freight	27-Sep-23	(\$5,000.00)	001.5135-400041.000	Operating Expenditures/Expenses
37 Budget Amend. No. 4 - Repairs and Maintenance	27-Sep-23	(\$4,000.00)	001.5135-400046.000	Operating Expenditures/Expenses
38 Budget Amend. No. 4 - Other Current Charges	27-Sep-23	(\$2,500.00)	001.5135-400049.000	Operating Expenditures/Expenses
39 Budget Amend. No. 4 - Publications and Training	27-Sep-23	(\$2,000.00)	001.5135-400054.000	Operating Expenditures/Expenses
40 Budget Amend. No. 4 - Improvements (Excl. Buildings)	27-Sep-23	(\$10,000.00)	001-5135-400063.000	Operating Expenditures/Expenses
41 Budget Amend. No. 4 - Computer Software	27-Sep-23	(\$2,000.00)	001.5135-400066.000	Operating Expenditures/Expenses
42 Budget Amend. No. 4 - Group Insurance	27-Sep-23	\$300.00	001.5137-400023.000	Operating Expenditures/Expenses
43 Budget Amend. No. 4 - Other Contractual Services	27-Sep-23	(\$4,600.00)	001.5137-400034.000	Operating Expenditures/Expenses



Town of Bay Harbor Islands
Budget Amendment to the Fiscal Year 2022-2023 Annual Budget
Budget Amendment 4
Supporting Narrative for Exhibit A
Fiscal Year Ended September 30, 2023

	Dept/ Item Description	Impact Date	FUND(s) Needed	Account	Line item Category
44	Budget Amend. No. 4 - Communications and Freight	27-Sep-23	\$100.00	001.5137-400041.000	Operating Expenditures/Expenses
45	Budget Amend. No. 4 - Professional Services	27-Sep-23	\$20,000.00	001.5140-400031.000	Operating Expenditures/Expenses
46	Budget Amend. No. 4 - Principal Payments	27-Sep-23	\$10,000.00	001.5140-400071.000	Operating Expenditures/Expenses
47	Budget Amend. No. 4 - Interest	27-Sep-23	\$54,524.75	001.5170-400072.000	Operating Expenditures/Expenses
48	Budget Amend. No. 4 - Utility Services	27-Sep-23	\$3,000.00	001.5190-400043.000	Operating Expenditures/Expenses
49	Budget Amend. No. 4 - Operating Rentals & Leases	27-Sep-23	(\$10,000.00)	001.5190-400044.000	Operating Expenditures/Expenses
50	Budget Amend. No. 4 - Repairs and Maintenance	27-Sep-23	\$2,000.00	001.5190-400046.000	Operating Expenditures/Expenses
51	Budget Amend. No. 4 - Office Supplies	27-Sep-23	\$800.00	001.5190-400051.000	Operating Expenditures/Expenses
52	Budget Amend. No. 4 - Operating Supplies	27-Sep-23	\$1,000.00	001.5190-400052.000	Operating Expenditures/Expenses
53	Budget Amend. No. 4 - Town Hall Emergency	27-Sep-23	(\$25,000.00)	001.5190-400057.000	Operating Expenditures/Expenses
54	Budget Amend. No. 4 - Improvements (Excl. Buildings)	27-Sep-23	(\$20,000.00)	001.5190-400063.000	Operating Expenditures/Expenses
55	Budget Amend. No. 4 - Overtime Pay	27-Sep-23	\$210,000.00	001.5210-400014.000	Operating Expenditures/Expenses
56	Budget Amend. No. 4 - Group Insurance	27-Sep-23	\$500.00	001.5210-400023.000	Operating Expenditures/Expenses
57	Budget Amend. No. 4 - Travel & Per Diem	27-Sep-23	\$100.00	001.5210-400040.000	Operating Expenditures/Expenses
58	Budget Amend. No. 4 - Operating Rentals & Leases	27-Sep-23	(\$10,000.00)	001.5210-400044.000	Operating Expenditures/Expenses
59	Budget Amend. No. 4 - Repairs and Maintenance	27-Sep-23	(\$5,000.00)	001.5210-400046.000	Operating Expenditures/Expenses
60	Budget Amend. No. 4 - Office Supplies	27-Sep-23	\$2,600.00	001.5210-400051.000	Operating Expenditures/Expenses
61	Budget Amend. No. 4 - Publications and Training	27-Sep-23	(\$10,000.00)	001.5210-400054.000	Operating Expenditures/Expenses
62	Budget Amend. No. 4 - Regular Salaries & Wages	27-Sep-23	(\$100,000.00)	001.5240-400012.000	Operating Expenditures/Expenses
63	Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	(\$7,650.26)	001.5240-400021.000	Operating Expenditures/Expenses
64	Budget Amend. No. 4 - Group Insurance	27-Sep-23	(\$5,000.00)	001.5240-400023.000	Operating Expenditures/Expenses
65	Budget Amend. No. 4 - Operating Rentals & Leases	27-Sep-23	(\$5,522.11)	001.5240-400044.000	Operating Expenditures/Expenses
66	Budget Amend. No. 4 - Finance Rentals & Leases	27-Sep-23	\$5,522.11	001.5240-400044.500	Operating Expenditures/Expenses
67	Budget Amend. No. 4 - Other Current Charges	27-Sep-23	\$5,063.00	001.5240-400049.000	Operating Expenditures/Expenses
68	Budget Amend. No. 4 - Computer Software	27-Sep-23	\$44,600.00	001.5240-400066.000	Operating Expenditures/Expenses
69	Budget Amend. No. 4 - Travel & Per Diem	27-Sep-23	(\$1,000.00)	001.5245-400040.000	Operating Expenditures/Expenses
70	Budget Amend. No. 4 - Operating Rentals & Leases	27-Sep-23	(\$2,000.00)	001.5245-400044.000	Operating Expenditures/Expenses
71	Budget Amend. No. 4 - Finance Rentals & Leases	27-Sep-23	\$5,400.00	011.5245-400044.500	Operating Expenditures/Expenses
72	Budget Amend. No. 4 - Other Salaries & Wages	27-Sep-23	\$7,200.00	011.5290-400013.000	Operating Expenditures/Expenses
73	Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	\$1,200.00	011.5290-400021.000	Operating Expenditures/Expenses
74	Budget Amend. No. 4 - Publications and Training	27-Sep-23	\$3,100.00	001.5290-400054.000	Operating Expenditures/Expenses
75	Budget Amend. No. 4 - Regular Salaries & Wages	27-Sep-23	\$14,197.02	001.5410-400012.000	Operating Expenditures/Expenses
76	Budget Amend. No. 4 - Overtime Pay	27-Sep-23	\$14,000.00	001.5410-400014.000	Operating Expenditures/Expenses
77	Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	\$2,156.98	001.5410-400021.000	Operating Expenditures/Expenses
78	Budget Amend. No. 4 - Other Contractual Services	27-Sep-23	(\$25,000.00)	001.5410-400034.000	Operating Expenditures/Expenses
79	Budget Amend. No. 4 - Repairs and Maintenance	27-Sep-23	(\$3,000.00)	001.5410-400046.000	Operating Expenditures/Expenses
80	Budget Amend. No. 4 - Operating Supplies	27-Sep-23	(\$5,000.00)	001.5410-400052.000	Operating Expenditures/Expenses
81	Budget Amend. No. 4 - Improvements (Excl. Buildings)	27-Sep-23	(\$10,000.00)	001.5410-400063.000	Operating Expenditures/Expenses
82	Budget Amend. No. 4 - Overtime Pay	27-Sep-23	\$25,000.00	001.5720-400014.000	Operating Expenditures/Expenses
83	Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	\$1,912.66	001.5720-400021.000	Operating Expenditures/Expenses
84	Budget Amend. No. 4 - Travel & Per Diem	27-Sep-23	(\$500.00)	001.5720-400040.000	Operating Expenditures/Expenses
85	Budget Amend. No. 4 - Finance Rentals & Leases	27-Sep-23	\$407.54	001.5720-400044.500	Operating Expenditures/Expenses



Town of Bay Harbor Islands
 Budget Amendment to the Fiscal Year 2022-2023 Annual Budget
 Budget Amendment 4
 Supporting Narrative for Exhibit A
 Fiscal Year Ended September 30, 2023

	Dept/ Item Description	Impact Date	FUND(s) Needed	Account	Line item Category
86	Budget Amend. No. 4 - Printing & Binding	27-Sep-23	(\$2,500.00)	001.5720-400047.000	Operating Expenditures/Expenses
87	Budget Amend. No. 4 - Other Current Charges	27-Sep-23	(\$5,000.00)	001.5720-400049.000	Operating Expenditures/Expenses
88	Budget Amend. No. 4 - Other Current Charges - Aftercare	27-Sep-23	(\$5,000.00)	001.5720.400049.010	Operating Expenditures/Expenses
89	Budget Amend. No. 4 - Other Current Charges - Camps	27-Sep-23	(\$5,000.00)	001.5720.400049.020	Operating Expenditures/Expenses
90	Budget Amend. No. 4 - Regular Salaries & Wages	27-Sep-23	\$3,000.00	001.5725-400012.000	Operating Expenditures/Expenses
91	Budget Amend. No. 4 - F.I.C.A. Taxes	27-Sep-23	\$229.83	001.5725-400021.000	Operating Expenditures/Expenses
			(\$2.00)		
CAUSEWAY-401					
92	Budget Amend. No. 4 - Professional Services	27-Sep-23	(\$12,500.00)	401.5415-400031.000	Operating Expenditures/Expenses
93	Budget Amend. No. 4 - Other Contractual Services	27-Sep-23	(\$12,500.00)	401.5415-400034.000	Operating Expenditures/Expenses
94	Budget Amend. No. 4 - Finance Rentals & Leases	27-Sep-23	\$25,000.00	401.5415-400044.500	Operating Expenditures/Expenses
			\$0.00		
SEWER-402					
95	Budget Amend. No. 4 - Professional Services	27-Sep-23	\$30,000.00	402.5350-400031.000	Operating Expenditures/Expenses
96	Budget Amend. No. 4 - Other Contractual Services	27-Sep-23	\$3,532.49	402.5350.400034.000	Operating Expenditures/Expenses
97	Budget Amend. No. 4 - Sewage Disposal	27-Sep-23	\$42,000.00	402.5350-400034.200	Operating Expenditures/Expenses
98	Budget Amend. No. 4 - Travel & Per Diem	27-Sep-23	\$90.00	402.5350-400040.000	Operating Expenditures/Expenses
99	Budget Amend. No. 4 - Operating Supplies	27-Sep-23	\$2,706.85	402.5350-400052.000	Operating Expenditures/Expenses
100	Budget Amend. No. 4 - Improvements (excl. Buildings)	27-Sep-23	(\$78,329.34)	402.5350-400063.000	Operating Expenditures/Expenses
			\$0.00		
WATER-403					
101	Budget Amend. No. 4 - Professional Services		\$10,000.00	403.5330.400031.000	Operating Expenditures/Expenses
102	Budget Amend. No. 4 - Operating Supplies		(\$10,000.04)	403.5330.400052.000	Operating Expenditures/Expenses
103	Budget Amend. No. 4 - Transfer for Debt Service		\$0.04	403.5330.400091.500	Operating Expenditures/Expenses
			(\$0.00)		
PARKING - 404					
104	Budget Amend. No. 4- Appropriate Fund Balance		\$7,134.36	404.9990.400199.100	Revenue
105	Budget Amend. No. 4 - Regular Salaries & Wages		\$18,652.76	404.5450-400012.000	Operating Expenditures/Expenses
106	Budget Amend. No. 4 - Overtime Pay		(\$6,000.00)	404.5450-400014.000	Operating Expenditures/Expenses
107	Budget Amend. No. 4 - F.I.C.A. Taxes		\$968.00	404.5450-400021.000	Operating Expenditures/Expenses
108	Budget Amend. No. 4 - Group Insurance		\$600.00	404.5450-400023.000	Operating Expenditures/Expenses
109	Budget Amend. No. 4 - Professional Services		\$654.00	404.5450-400031.000	Operating Expenditures/Expenses
110	Budget Amend. No. 4 - Other Contractual Services		\$211.64	404.5450-400034.000	Operating Expenditures/Expenses
111	Budget Amend. No. 4 - Finance Rentals & Leases		\$5,000.00	404.5450-400044.500	Operating Expenditures/Expenses
112	Budget Amend. No. 4 - Operating Supplies		(\$5,000.00)	404.5450-400052.000	Operating Expenditures/Expenses
113	Budget Amend. No. 4 - Change in Balances/Reserves		(\$22,220.76)	404.9990-400299.000	Operating Expenditures/Expenses
			\$0.00		
			(\$2.00)		
Other Budget Amendment Changes					
114	None		\$0.20		



Town of Bay Harbor Islands
Budget Amendment to the Fiscal Year 2022-2023 Annual Budget
Budget Amendment 4
Supporting Narrative for Exhibit A
Fiscal Year Ended September 30, 2023

Dept/ Item Description	Impact Date	FUND(s) Needed	Account	Line item Category
115 None		\$0.00		
		\$0.20	General Capital Projects Fund	
	Grand Total:	(\$1.80)	Immaterial difference (due to rounding)	



Town of Bay Harbor Islands, Florida

Budget Amendment to the FY2022-2023 Budget

Budget Amendment No. 4

Exhibit A - Summary

Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Budget Amendment 3	Budget Amendment 4	Amended Annual Budget
001 - General Fund	12,205,871	215,724	1,072,889	448,140	307,190	14,249,815
301 - General Capital Projects Fund	342,000	-	138,287	60,000		540,287
302 - Park Impact Fees Fund	202,000	-	470,000	-		672,000
303 - Police Forfeiture Fund	47,985	-	-	(13,664)		34,321
401 - Causeway Fund	9,560,500	-	2,385,281	-		11,945,781
402 - Sewer Fund	2,934,644	772,000	170,053	36,495		3,913,192
403 - Water Fund	1,400,000	-	29,200	-		1,429,200
404 - Parking Fund	1,382,750	-	37,885	-	(7,134)	1,413,501
405 - Solid Waste Fund	876,000	-	-	17,228		893,228
406 - Stormwater Fund	541,000	-	-	-		541,000
601 - Employee's Retirement System	-	-	-	-		-
Total Revenue:	29,492,750	987,724	4,303,595	548,200	300,056	35,632,325

Fund	Original Total Budget	Budget Amendment 1	Budget Amendment 2	Budget Amendment 3	Budget Amendment 4	Amended Annual Budget
001 - General Fund	12,205,871	215,724	1,072,889	448,140	307,190	14,249,815
301 - General Capital Projects Fund	342,000	-	138,287	60,000		540,287
302 - Park Impact Fees Fund	202,000	-	470,000	-		672,000
303 - Police Forfeiture Fund	47,985	-	-	(13,664)		34,321
401 - Causeway Fund	9,560,500	73,342	2,311,939	-		11,945,781
402 - Sewer Fund	2,934,644	922,062	19,991	36,495		3,913,192
403 - Water Fund	1,400,000	14,758	14,442	-		1,429,200
404 - Parking Fund	1,382,750	7,375	30,510	-	(7,134)	1,413,500
405 - Solid Waste Fund	876,000	-	-	17,228		893,228
406 - Stormwater Fund	541,000	3,692	(3,692)	-		541,000
601 - Employee's Retirement System	-	-	-	-		-
Total Expenditures/Expenses:	29,492,750	1,236,953	4,054,366	548,200	300,056	35,632,325
Surplus (Deficit)	-	(249,229)	249,229	(0)	-	0

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a Resolution permitting Hatzalah of Miami-Dade County, Inc., d/b/a Hatzalah of South Florida, to park on town property while providing emergency medical service.

DESCRIPTION:

Hatzalah South Florida Emergency Medical Services is a volunteer, not-for-profit organization with a mission to improve medical outcomes and save lives. By augmenting existing emergency medical services with over 250 community-based, state-certified EMT and paramedic volunteer responders and dispatchers – Hatzalah South Florida provides emergency response in neighborhoods across South Florida. Operating 24 hours a day, 7 days a week, 365 days a year – at no charge for either care or transport; covering Aventura, Bal Harbor, Bay Harbor Island, Hallandale Beach, Highland Lakes, Hollywood, Lauderhill, Miami Beach, North Miami Beach, Surfside, Sunny Island, Deerfield Beach and Boca Raton (with coverage to additional areas in development).

This request is to grant Hatzalah permission to park a Ford F-550 Emergency Ambulance at Block 11, in the North Service Road Alley. They will be permitted to use two town outputs powering the ambulance auxiliary air conditioner while parked. They have agreed to pay the nominal electrical use fee estimated at \$50.00 a month. During inclement weather, they would be allowed to park the ambulance inside the Public Works Water Dome.

The town adopted Resolution No. 2227 on April 20, 2021, recognizing and commending Hatzalah for providing outstanding public service within the Town and within the Miami-Dade County community via its volunteer emergency response services.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Hatzalah has agreed to pay \$50 per month as an electrical use fee. They have requested a waiver of the town's \$107 per monthly parking fee.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

Isaac Salver, Council Member

ATTACHMENTS

1.	Resolution - Hatzalah
2.	Resolution No. 2227 -Hatzalah of Miami-Dade County

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AUTHORIZING HATZALAH OF MIAMI-DADE
COUNTY, INC., D/B/A HATZALAH OF SOUTH
FLORIDA, TO PARK THEIR EMERGENCY
AMBULANCE ON TOWN PROPERTY; PROVIDING
FOR INCORPORATION OF RECITALS AND AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands, and its Mayor and Town Council are deeply committed to promoting the health, safety, and welfare of the public; and has a history of accommodating and showing kindness to its visitors and residents, regardless of race, religion, or gender; and

WHEREAS, Hatzalah of Miami-Dade County, Inc., d/b/a Hatzalah of South Florida, (the “Hatzalah”) provides outstanding public service within the Town and within the Miami-Dade County community via its volunteer emergency response services; and

WHEREAS Hatzalah volunteers are highly trained emergency medical technicians (the “EMT”) who are dedicated to providing EMT life support at the scene of injuries or illness, pending the arrival of ambulance or County Fire/Rescue personnel, and do so in a manner which is sensitive to the religious and cultural needs of our diverse communities; and

WHEREAS, Hatzalah currently has 45 trained responders and 16 trained dispatchers, with all services, training, and operational costs entirely funded through private donations; and

WHEREAS the Mayor and Town Council would like to recognize and commend Hatzalah of South Florida for bringing an additional set of EMS specialists into our community; and

WHEREAS, the Town Council desires to grant Hatzalah permission to park a Ford F-550 Emergency Ambulance at Block 11, in the North Service Road Alley; and

WHEREAS, the Town Council desires to grant Hatzalah permission to use two Town outputs powering the ambulance auxiliary air conditioner while parked; and

WHEREAS, Hatzalah agrees to pay the nominal electricity use fee estimated at \$50.00 a month; and

WHEREAS, during inclement weather the Town Council would allow Hatzalah to park the Ford F-550 Emergency Ambulance inside the Public Works Water Dome located on Town property; and

WHEREAS, Hatzalah is aware of the Town's intent to demolish and start construction of a new building in the near future.

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

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town Council hereby approves Hatzalah's use of one parking space to park a Ford F-550 Emergency Ambulance at Block 11, in the North Service Road Alley, waives the monthly parking fee, and allows Hatzalah to use the Town's electricity, for a nominal monthly fee of \$50.00. During inclement weather, Hatzalah will be allowed to park the Ford F-550 Emergency Ambulance under the Public Works Water Dome, but only on a space-available basis.

Section 3. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of October 2023.

By: _____
Elizabeth Tricoche - Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

RESOLUTION NO. 2227

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
RECOGNIZING AND COMMENDING HATZALAH OF
MIAMI-DADE COUNTY, INC., D/B/A HATZALAH OF
SOUTH FLORIDA, FOR PROVIDING OUTSTANDING
PUBLIC SERVICE WITHIN THE TOWN AND THE
MIAMI-DADE COUNTY COMMUNITY VIA ITS
VOLUNTEER RESPONSE SERVICES.**

WHEREAS, the Town of Bay Harbor Islands, and its Mayor and Town Council are deeply committed to promoting the health, safety, and welfare of the public; and has a history of accommodating and showing kindness to its visitors and residents, regardless of race, religion, or gender; and

WHEREAS, Hatzalah of Miami-Dade County, Inc., d/b/a Hatzalah of South Florida, (the "Hatzalah") provides outstanding public service within the Town and within the Miami-Dade County community via its volunteer emergency response services; and

WHEREAS Hatzalah volunteers are highly trained emergency medical technicians (the "EMT") who are dedicated to providing EMT life support at the scene of injuries or illness, pending the arrival of ambulance or County Fire/Rescue personnel, and do so in a manner which is sensitive to the religious and cultural needs of our diverse communities; and

WHEREAS, Hatzalah currently has 45 trained responders and 16 trained dispatchers, with all services, training, and operational costs entirely funded through private donations; and

WHEREAS the Mayor and Town Council would like to recognize and commend Hatzalah of South Florida for bringing an additional set of EMS specialists into our community.

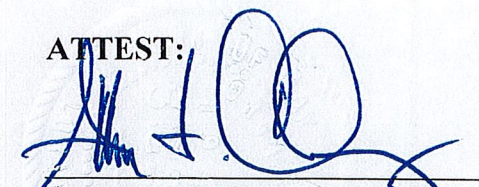
NOW, THEREFORE, BE IT DULY RESOLVED, that the Mayor and Town Council of the Town of Bay Harbor Islands hereby recognize and commend Hatzalah of Miami-Dade County, Inc., d/b/a Hatzalah of South Florida, for providing outstanding public service within the Town and within the Miami-Dade County community via its volunteer emergency response services.

PASSED AND ADOPTED this 20th day of April 2021.



JOSHUA D. FULLER
MAYOR

ATTEST:



ALBA L. CHANG, CMC
TOWN CLERK

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a Resolution updating the list of authorized signers for the town's accounts with Bank of America. Enclosed is a copy of the Resolution.

DESCRIPTION:

The list of signers is being updated to include the new Finance Director Brian Stewart.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact to add a new signer to the current list.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Resolution - Authorizing Signers on Town Bank Account
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS,
FLORIDA, AUTHORIZING DEPOSITS AND
WITHDRAWALS OF TOWN FUNDS IN CERTAIN
ACCOUNTS; PROVIDING FOR INCORPORATION
OF RECITALS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands maintains bank accounts with Bank of America, N.A.; and

WHEREAS, the following accounts are maintained by the town at Bank of America; and

1. Town of Bay Harbor Islands - General Fund - Operation Account - #1460950007
2. Town of Bay Harbor Islands - General Fund - Tax Receipts - #1596364502
3. Town of Bay Harbor Islands - General Fund - Accounts Payable - #1595441644
4. Town of Bay Harbor Islands - Broad Causeway - Revenue Fund - #1460001727
5. Town of Bay Harbor Islands - Broad Causeway - Debt Service Fund - #4281203772
6. Town of Bay Harbor Islands - Parking Meter Fund - #1460001719
7. Town of Bay Harbor Islands - Water Revenue Account - #1460012184
8. Town of Bay Harbor Islands - Sewer Operating Account - #1460950057
9. Town of Bay Harbor Islands - Deposit Fund - #1460012176
10. Town of Bay Harbor Islands - Law Enforcement Trust Fund - #6387960852
11. Town of Bay Harbor Islands - Federal Law Enforcement Trust Fund - #4282365284
12. Town of Bay Harbor Islands - S. Wright Services - #6385236621
13. Town of Bay Harbor Islands - Solid Waste Fund - #1463224188
14. Town of Bay Harbor Islands - Sewer Debt Service & Reserve - #3449508568

WHEREAS, in normal circumstances, the signature of two town officers is required on checks or drafts, but other provisions may be utilized for emergency situations.

NOW, THEREFORE, BE IT RESOLVED that the executive officers of the Town be and are hereby authorized to deposit the funds of the Town from time to time with BANK OF AMERICA, N.A., and until further order of the Town Council to withdraw same from time to time upon check or draft of the Town, or other orders for payment of money including by electronic means, such as wire transfers and ACH transfers, signed in the name of the Town by two of the following four executive officers, or otherwise in the following manner:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: The signature of two of the following four executive officers shall be required:

By Maria Lasday, Town Manager, or _____

by Jenice Rosado, Assistant Town Manager, or _____

by Yvonne P. Hamilton, Town Clerk, or _____

by Brian Stewart, Finance Director _____

or in case two of the above signers are not available, or in case of an emergency, with one of the following:

Stephanie Bruder _____

Teri D'Amico _____

Molly Diallo _____

Joshua Fuller _____

Isaac Salver _____

Elizabeth Tricoche _____

Robert Yaffe _____

Section 3. Bank of America, N.A. be and it hereby is authorized and requested to accept, honor and pay, without further inquiry and until written notice of the withdrawal or revocation of the authority hereby granted is received by said bank, all checks, drafts and other orders including by electronic means, such as wire transfers and ACH transfers for the payment or withdrawal of money (including checks drawn to the individual order of the officer signing the same), when signed as provided herein, including all such instruments payable or endorsed to the order of the Town. Moreover, Bank of America, N.A., be and is hereby authorized to transfer funds between accounts listed above upon receiving a request to do so from the Town Manager or other executive officers listed above.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 11th day of October 2023.

Elizabeth Tricoche
Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a Resolution extending the contract with Marcum LLP, for auditing services for Fiscal Year ended September 30, 2023 and Fiscal Year ending September 30, 2024, pursuant to the September 9, 2022 Engagement Letter. Enclosed are the copies of the proposed resolution and agreements.

DESCRIPTION:

On September 28, 2022, the Town Council approved an engagement letter with Marcum LLP for the provision of auditing services for the Town of Bay Harbor Islands for general auditing services and for the Employees' Retirement System Plan. The agreement provides the option for the town to extend the agreement for two (2) additional years to include the Fiscal Year ended September 30, 2023 and the Fiscal Year ending September 30, 2024.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There will be a cost of \$68,285 for the audit ended September 30, 2023.
\$75,002 was appropriated in the FY 2023-24 Budget. The Funds are available in Accounting and Auditing Line items:

001.5130.400032.000 \$32,000
401.5415.400032.000 \$25,000 402.5350.400032.000 \$7,600
403.5330.400032.000 \$4,200
404.5450.400032.000 \$2,300
405.5340.400032.000 \$2,500 406.5380.400032.000 \$1,402

There will be a cost of \$70,330 for the audit for the Fiscal Year ending September 30, 2024.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	BHI Exercise renewal Option Contract
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2.	BHI Audit Engagement Letter 09.2022
3.	Resolution - Marcum LLP

September 19, 2023

Honorable Mayor and Town Council
Attn: Maria Lasday, Town Manager
Town of Bay Harbor Islands
9655 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Option Years For Audit Contract Between Marcum LLP, the Town of Bay Harbor Islands and the Town of Bay Harbor Islands Employees' Retirement System dated September 9, 2022

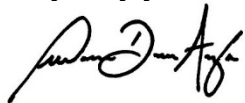
This letter serves as an addendum (all previous terms of the referenced agreement/engagement letter are still in effect) of our understanding of the services we, Marcum LLP ("Marcum"), are to provide the Town of Bay Harbor Islands, Florida (the "Town" "you" or "your") and the Town of Bay Harbor Islands Employees' Retirement System (the "Plan"). This addendum serves as a formal exercise of the option to extend the audit services contract for fiscal years ending September 30, 2023 and September 30, 2024 as allowed in the Audit Contract dated September 9, 2022.

Fees

The above-described professional services will be completed for \$68,285 for fiscal year 2023 and \$70,330 for fiscal year 2024 excluding any Federal or Florida single audit requirements.

We appreciate the opportunity to be of continued service to the Town and Plan. If you have any questions, please let us know.

Very truly yours,



Moises D. Ariza, CPA, CGMA
Partner
Marcum LLP

ACCEPTED

This letter correctly sets forth the agreement of the Town of Bay Harbor Islands and the Town of Bay Harbor Islands Employees' Retirement System.

Authorized Signature: _____

Title: _____

Date Signed: _____

September 9, 2022

Honorable Mayor and Town Council
Attn: Maria Lasday, Town Manager
Town of Bay Harbor Islands
9655 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP (“Marcum,” the “Firm,” “we,” “us” or “our”) are to provide the Town of Bay Harbor Islands, Florida (the “Town” “you” or “your”) and the Town of Bay Harbor Islands Employees’ Retirement System (the “Plan”) for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town and the stand-alone financial statements of the Plan as of and for the fiscal year ended September 30, 2022. Upon mutual agreement, the Town retains the right to extend this contract for two (2) additional years to included fiscal years ended September 30, 2023 and September 30, 2024.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Town’s basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedule of Changes in the Town’s Net Pension Liability and Related Ratios
- 3) Schedule of Town Contributions – Pensions
- 4) Schedule of Changes in the Town’s Total OPEB Liability and Related Ratios
- 5) Budgetary Comparison Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing*

Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Town Council, and Town Manager.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material waste and abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance ("SEFA"), as applicable; federal award programs and state projects, as applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards and *Government Auditing Standards*.

We have identified the following significant risks of material misstatement as part of our audit planning, and we would be happy to discuss these with you during the course of our audit:

- Management override of internal controls
- Improper revenue recognition

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting misstatements errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project, as applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance

internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and the Florida Single Audit Act.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provision of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance and the Florida Single Audit Act, requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws, regulations, and the terms and conditions provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Florida Single Audit Act, for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional

information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on September 30, 2022.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the SEFA (including notes and noncash assistance) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the SEFA in any document that contains and indicates that we have reported on the SEFA. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the SEFA in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the SEFA, including its form and content, is fairly presented in accordance with Uniform Guidance and the Florida Single Audit Act (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document

that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

At the conclusion of the engagement, you will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities, if requested. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and notes, and any other nonaudit/nonattest services we provide. These nonaudit/nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements and data collection form and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit/nonattest services by designating an individual,

preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or work papers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter you affirm that you have all the data and records required to make your books and records complete.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the basic financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Reproduction of Auditors' Report

With regard to the electronic dissemination of the Town's annual or interim financial statements, including financial statements published electronically on the Town's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

If the Town elects to issue public debt and not have us associated with the proposed offering, we agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Background Checks

As a matter of Firm policy, we may perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one year period prior to the commencement of the year-end audit. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Confidentiality/Access to Working Papers

"Confidential Information" means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standards or litigation pertaining hereto. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this agreement, Marcum may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. Marcum will not use or disclose Confidential Information in a way that would permit you to be identified by third parties without your consent.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information subject to the Public Records Laws of the Florida Statutes. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon

request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

Marcum may use its affiliates, subsidiaries and/or third parties (e.g. confirmation.com, Bloomberg Finance, etc.), in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to third-parties for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible for the work performed by such third-parties.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

The Firm, the Town and the Plan each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. The Firm, the Town and the Plan each expressly agree and acknowledge that the 11th Judicial Circuit Court, in and for Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any

respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of the signing of this engagement letter by the Town.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Town or Plan and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Town or Plan, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

LIMITATION OF LIABILITY

You agree that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be the maximum monetary liability of each party to the other.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than one year after the date of the last services provided under this agreement.

Subject to and without waiver of the provisions of Section 768.28, Florida Statutes and the above limitation of monetary liability, the Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of a **known and intentional misrepresentation** of fact that is provided by an employee or officer of the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. This indemnification will survive termination of this letter of engagement.

Other Services

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town with

218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

If the Town is required to undergo a single audit in accordance with the Federal Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance or for the Florida Single Audit Act, we will discuss with you the additional fees which will be dependent on the number of programs determined to be a major program based on the determination required by the Uniform Guidance.

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Town. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend your Council meetings.

Timeline

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our invoices for these services will be rendered as the work progresses, and are due and payable in accordance with the Agreement. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the date of our delivery of an invoice to the Town's Finance Director for services rendered will incur a finance charge in accordance with Florida's Prompt Payment Act. Nothing herein shall be construed as extending the due date of payments required under the agreement, as amended, and you agree that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

As a result of our budgeting process and utilizing our discounted hourly rates, we believe that the above described professional services can be completed for an estimated fee of \$66,300 for the fiscal year ending September 30, 2022 excluding any Federal or Florida single audit requirements.

Option years, if exercised, will be subject to a three (3) percent cost of living adjustment increase.

The estimate of our fee is based on certain assumptions. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately upon discussion and prior written approval of the Town.

We reserve the right to defer providing any additional services until all past due invoices are paid in full. The Town agrees that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. Client may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of Client's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Town.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email.

Moises D. Ariza, CPA, CGMA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Michael D. Futterman, CPA, will serve as the quality control director and as a technical resource for the Town and the audit team.

Town of Bay Harbor Islands

September 9, 2022

Page 15

This agreement is renewable at the option of the Town of Bay Harbor Islands. We appreciate the opportunity to be of service to the Town of Bay Harbor Islands and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

A handwritten signature in black ink, appearing to read 'Moises Ariza', written in a cursive style.

Moises Ariza, CPA, CGMA
Partner

ACCEPTED

This letter correctly sets forth the agreement of Town of Bay Harbor Islands.

Authorized Signature: _____

Title: _____

Date Signed: _____

APPENDIX A

Town of Bay Harbor Islands

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.

RESOLUTION NO. _____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, EXTENDING THE
AUDIT ENGAGEMENT LETTER WITH MARCUM LLP;
PROVIDING FOR INCORPORATION OF RECITALS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Bay Harbor Islands (“Town”) entered into an Agreement with Marcum LLP (attached hereto as Exhibit “A”) for the provision of auditing services for the Town of Bay Harbor Islands for general auditing services and to the Employees’ Retirement System (the “Plan”); and

WHEREAS, the Agreement provides the option for the town to extend the Agreement for two (2) additional years to include Fiscal Years ended September 30, 2023 and September 30, 2024; and

WHEREAS, the Town desires to extend the Agreement; and

WHEREAS, the Town Council hereby finds the Addendum attached hereto as Exhibit “B”, and made a part of this Resolution, to be in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town Council hereby authorizes the Town Manager to execute the Engagement Letter Addendum with Marcum LLP to extend the contract for audit services for Fiscal Years ending September 30, 2023, and September 30, 2024, pursuant to the audit contract dated September 9, 2022, in the amounts set in the Engagement Letter Addendum; \$68,285 for Fiscal Year 2023 and \$70,330 for Fiscal Year 2024.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases, or words of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 11th day of October 2023

ELIZABETH TRICOCHE, MAYOR

ATTEST:

YVONNE P. HAMILTON, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.**

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 8.

ITEM: Consideration and Approval of Task Order #3 with Atkins North America, Inc. for the amount of \$2,847,254 for the Project Development and Environmental (PD&E) Study Services for the Broad Causeway Drawbridge Replacement Project. Enclosed are copies of the Scope of Services and Fee Estimates.

DESCRIPTION:

On May 2022, a Town Staff Committee evaluated the proposals received for the Broad Causeway Bridge Replacement Project PD&E Study. Based on this evaluation, ATKINS North America was the highest ranked firm and was recommended for award of the Project.

On June 2022, Town Council approved Task Order #1, for ATKINS to engage with FDOT and the Miami-Dade TPO to start assisting the Town with the first component of the PD&E Study, which is the "Efficient Transportation Decision-Making" (ETDM Process) providing Grant writing support to the Town, and with the FDOT for screening of the project in order to determine the PD&E path. Currently, the consultant is working on these Tasks.

On September 14, 2022, the Town Council approved Task Order #2. Task Order #2 covered the professional services associated with the PD&E Study, which needs to occur prior to final design and construction of the Project.

Among the things to be evaluated as part of the PD&E, and are required by the State, are the sociocultural effects, cultural resources, natural resources, physical effects (Noise, Vibration, and Air Quality, Contaminations). In addition, benthic resources survey, bathymetric survey, geotechnical investigation are activities that will need to be performed as part of this phase.

Task Order #3 is on the agenda for Town Council consideration. Enclosed are copies of the Task Order #3, Scope of Services, Fee Proposal. Among the things to be evaluated as part of this Task Order #3 are professional services associated with a Project Development and Environment (PD&E or PDE) Study, which will occur prior to final design and construction of the project. Task Assignment 3 is to continue services from Task Assignment #2 and be funded in accordance with the Town's fiscal year and annual budgetary process.

The project is funded in phases according to the Town's fiscal year and annual budgetary process.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Funds have been allocated in the Fiscal Year 2023-2024 Budget to cover the \$2,847,254 needed for Task Order #3. Account No. 401-5415-400063.000, Causeway Fund has allocated \$3,545,000.00 for this and other projects.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	BCB_Task Assignment 3_PDE Study Services 9-14-23_DRAFT
2.	BCB_Estimated-Fee-Summary_230914

Exhibit A: Scope of Services

Task Assignment 3: Project Development and Environment (PD&E) Study Services Broad Causeway Drawbridge SR 922 (#875101) Replacement Concept Design

Background

As set forth in the Master agreement, the Town of Bay Harbor Islands (CLIENT or TOWN) has contracted with Atkins to provide services in support of the Broad Causeway Drawbridge SR 922 (#875101) Replacement Project (Project). This will be a comprehensive, long-term project with several unknowns and project specifics that will be developed and refined as a part of the overall delivery. For these reasons, the TOWN and Atkins entered into a Master Services Agreement spanning the life of the project and providing flexibility to scope and fee individual Task Assignments that will be used to accomplish the over-arching goals. Each task assignment is accompanied by its own detailed scope and fee, with pricing in accordance with the rates established in the master agreement. All task assignments will be crafted toward progressive delivery of the project. Task Assignment 3 covers the professional services associated with a Project Development and Environment (PD&E or PDE) Study which will occur prior to final design and construction of the project. Task Assignment 3 is to continue services from Task Assignment 2 and funded in accordance with the Town's fiscal year and annual budgetary process.

It is recognized that the PD&E process involves input from multiple regulatory agencies, public stakeholder groups and other entities all of which have the potential to impact the direction of the project. As such, it is not possible to predict with certainty the exact services that will be required during the course of the PDE Study. It is also not possible to predict with certainty what Class of Action determination will be made for this project as that determination is outside of the control of both the Town and Atkins. For these reasons, while the detailed scope and hours estimate for this Task Assignment were developed to align with the best understanding of the requirements needed to complete the PDE process, certain services may need to adjust to reflect those ultimate determinations made by others.

The detailed scope of the PD&E Study is included as Exhibit A1, and the detailed hours estimate is included as Exhibit B1. It is recognized that some of the details in the scope and hours estimate may need to be altered to re-align with the direction of the project, the Class of Action determination, and/or to address other services that may need to be added as a result of unknowns or substituted for some potential tasks that may not occur. As such, all services for Task Assignment 3 will be provided under a time and materials approach, consistent with the master services agreement, and as described in further detail below. Approaching the continued services on Task Assignment 3 as a time and materials task with recognized flexibility will allow the project team to progress aggressively and perform services as needed, under the Town's direction and approval, while still fulfilling the overarching intent of the scope of activities reflected in Exhibit A1.

Task 1: Time and Material Services in support of the PD&E Study

All services for Task Assignment 3 will continue to be performed under Task 1. Exhibit A1 presents a detailed list of services that are anticipated to be provided under this task assignment. As stated previously, the exact nature of the final services will need to be flexible as certain aspect of the PDE study will be influenced by regulatory or other processes outside of the direct control of both the Town and Atkins. As such, while Exhibit A1 will be the basis for the services that are provided, the exact services will align with the PDE Study and its evolving requirements so they may differ from those detailed in Exhibit A1. This means that some services represented in Exhibit A1 may not occur, others may be modified from how they are described and/or some may occur to a greater or lesser extent than anticipated. It is also possible that services that are not detailed may become required and those can be added either under this Task Assignment 3 or in a separate Task Assignment based on mutual agreement of Atkins and the Town. Sub-consultant services may also vary or expand to align with the PDE requirements. All work will progress under the review and approval of the Town to maintain alignment with the anticipated scope, fee and schedule.

Atkins will continue engaging all work on Task Assignment 3 under a time and materials not-to-exceed basis in accordance with the rates contained in the master contract as referenced again in **Exhibit B** for consistency. The hourly services will be confined to the upset limits in Exhibit B, which were set based on the hours breakdown reflected in Exhibit B1 and which will be funded in phases. Since Task Assignment 3 will be funded in accordance to the Town's new fiscal year allocations, there is no fixed scope for the services that will be provided and there are no firm deliverables associated with the initial and Task Assignment #2 funding. All services that will be delivered under Task Assignment 3 are hourly services and will be billed on a cost incurred basis as outlined in Exhibit B.

Atkins will perform services reflected in Exhibit A1 to progress the PDE Study. Services will cease once the Not-To-Exceed (NTE) upset limit of compensation is reached until additional funding is provided. If the funding is not increased, the scope of services associated with Task Assignment 3 will be deemed complete regardless of the status of any individually assigned task or the total status of the overall Task Assignment. It is anticipated that any items not completed within the upset limits of Task Assignment 3 can be rolled into future Task Assignments. Atkins will not provide services represented in Exhibit A1 if either the Class of Action determination, or the course of the PDE Study renders them not required and the Town will not be billed for services not provided.

Task Assignment 3 will remain open for the duration of the master contract under which it is attached, or until funds are depleted. The PDE process is anticipated to span roughly two and a half calendar years, and the initial funding is anticipated to cover services for the first year. Additional funds can be added to this Task Assignment at any time, under these same terms, if acceptable to both parties and deemed in the best interest of the overall project. It was anticipated that additional funding will be added after the second year of the project. All services performed under Task Assignment 3 will be under these conditions. Services anticipated to be included in the time and material services associated with Task Assignment 3 over the anticipated duration are outlined on Exhibit A1.

QA/QC, management and supervision of all staffing required for this task will also be included services within the NTE limits as will any subconsultant services or direct expenses.

Schedule

Task Assignment 3 services will begin concurrent with the notice to proceed (anticipated in October 2023) and run through approximately March 31, 2025. The end date of this assignment is approximate and will be automatically extended up to 6 months if funding remains in order to keep forward progression of the project. This will allow extra time to complete the study if needed, and also provide an avenue to continue additional services that might align with the project needs and that may not be a part of Task Assignment 3. If the TOWN chooses to extend beyond the 6 additional months, that is allowable under these same conditions, up to the termination date of the Master agreement, as long as there is agreement from both parties. This can be done by email request.

Task Assignment 3 has a number of activities that are reliant on timing not controlled by Atkins or the Town. As such, it is understood that the schedule, milestones and deliverables are fluid and there will be no penalties or other consequences associated with changes to schedule, deadlines or any activities delivered as a part of this Task Assignment.

Fee Basis

The services described under Task Assignment 3 will be billed on a time and materials (T&M) basis in accordance with the rates shown on Exhibit B of the master contract vehicle. Subconsultant fees and other expenses will also be billed in accordance with the master contract.

Task Assignment 3 services will be provided within the not-to-exceed (NTE) upset limits shown on Exhibit B, which can be increased by the TOWN at any time under these same conditions. Once the upset limit is reached, work will stop until or unless additional authorization is received at which time services can restart. Atkins is not responsible for any delays or impact to work caused as a result of exhaustion of the NTE upset limit and failure to timely replenish that limit or to have another Task Assignment in place for continued services. It is anticipated that the Task Assignment #2 funding will cover year two services, and that additional funding will be provided at the end of year two and again at the end of year three.

All the services provided shall be invoiced in accordance with the master agreement.

Assumptions

Due to the nature of this assignment, certain elements referenced in the master services agreement do not apply and as such, the language of this individual task order assignment will govern. For example, progression of portions of the PDE Study are reliant on timeframes set by other entities outside of the direct control of Atkins or the Town and some deliverables may need to change to align with the PDE progression. As such, any tie to schedule or deliverables, including monetary consequences, will not be applicable to work on this Task Assignment.

Atkins will have the flexibility to assign staff that they feel is appropriate for the activities and that align with the needs of the Town and the Project. These assignments may not necessarily reflect the staffing categories or hours represented in the fee estimates. The Atkins PM will communicate with the TOWN on a routine basis as to the general level and total hours of staffing under this assignment, but it is recognized that services will be provided to the upset limits with flexibility in the staffing mix. It is also recognized that the upset limit will be at the Task Assignment level as individual line-item services or deliverables may be

more or less than the line-item estimates reflected in Exhibit B1. The overall upset limit for Task Assignment 3 will be the governing limit, and billings under any particular deliverable will not be constrained apart from the NTE limit for Task Assignment 3 as shown on Exhibit B.

Subconsultant services required/utilized under this Task Assignment will be billed in accordance with the master contract terms. The costs associated with the subconsultant services will be deducted from the overall available funding. Direct expenses that are incurred, will be billed in accordance with the master agreement and will also be billed against the approved upset limits of this Task Assignment.

Exhibits A1 and B1 are references to provide a detailed outline of the anticipated services and hours used as the basis of Task Assignment 3. As such, any terms or conditions contained within those exhibits is unintentional and do not alter or override the terms and conditions outlined in Exhibit A and B of this Task Assignment or in the master agreement. Exhibits A1 and B1 are intended solely for presentation of the detailed technical services and supporting documentation for the NTE limits so any schedule commitments, service obligations, billing references, and/or other inferred or even explicitly stated legal conditions and commitments contained within those Exhibits are unintended and not binding to either party. It is also recognized that any discrepancy between Exhibits A1 and B1 and the remaining contract documents is also unintended, and the agreement will continue to be governed by language in the Master Agreement and Task Assignment 3, Exhibits A, B and C.

The hours, fee estimates, and exact services represented on Exhibits A1 and B1 are associated with Task Assignment 3 for reference purposes. They are only intended to approximate the final services, hours and fees which cannot be known until the PDE Study progresses. As such, it is possible that additional hours, services, fees, and/or time will be required to complete the PDE Study and Exhibits A1 and B1 are not intended to represent the extent of the efforts that may be required.

Exhibit B: Compensation

Task Assignment 3: Project Development and Environmental (PD&E) Study Services Broad Causeway Drawbridge SR 922 (#875101) Replacement Concept Design

The labor rates for the Atkins staff that are anticipated to be billing on Task Assignment 3 are shown in the master contract. All services will be provided as T&M with an initial NTE limit of **two million eight hundred forty-seven thousand two hundred fifty-four dollars (\$2,847,254)**. Subconsultant services provided as a part of this Task Assignment, will be billed consistent with the Master contract. As detailed in Exhibit A, the PDE study is anticipated to be funded in phases. Exhibit B1 outlines the anticipated hours and costs associated with the detailed services represented on Attachment A1. As such, it is not anticipated that Task Assignment 3 will be completed within the initial funding limits associated with the year two services. The NTE limit can be increased upon request from the TOWN and mutual consent by both parties. The TOWN will only be invoiced for hours incurred. Any remaining funds in this NTE limit that are not utilized, will not be invoiced.

Exhibit C: Signature and Acceptance

Task Assignment 3: Project Development and Environment (PD&E) Study Services

Broad Causeway Drawbridge SR 922 (#875101) Replacement Concept Design

The scope and fee for Task Assignment 3 under the Master Services agreement for the above referenced project (Pages 1 to 5 of this document and reference Exhibits A1 and B1) has been reviewed and accepted by both parties as attested by the below signatures.

TOWN

Legal Name: TOWN OF BAYHARBOR ISLANDS,
a municipal corporation of the State of Florida

By: _____

Name: MARIA LASDAY

Title: Town Manager

Date: _____

WITNESS (to TOWN)

By: _____

Name: _____

CONSULTANT

Legal Name: Atkins North America, Inc.

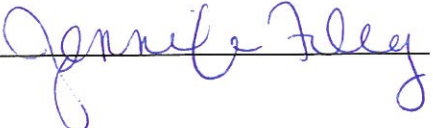
By: _____

Name: Charlotte Maddox, PE

Title: Vice President

Date: 9-11-23_____

WITNESS (to CONSULTANT)

By: _____

Name: Jennifer Foley



**SCOPE OF SERVICES
FOR
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
Broad Causeway Bridge Replacement
*Town of Bay Harbor Islands
Miami-Dade County***

This Scope of Services is an attachment which is incorporated into the agreement between the Town of Bay Harbor Islands (hereinafter referred to as the **TOWN**) and Atkins North America (hereinafter referred to as the **CONSULTANT**) relative to the transportation facility described as follows:

<i>Financial Project ID:</i>	<i>TBD</i>
<i>Work Program Item No.:</i>	<i>No assigned</i>
<i>Federal Aid Project No.:</i>	<i>TBD</i>
<i>ETDM No.:</i>	<i>TBD</i>
<i>Project Description:</i>	<i>Broad Causeway Bridge Replacement</i>
<i>Bridge No.:</i>	<i>875101</i>
<i>Rail Road Crossing No.:</i>	<i>N/A</i>
<i>Project Type:</i>	<i>Bridge Replacement</i>
<i>Lead Agency</i>	<i>FDOT</i>
<i>Federal Funding:</i>	<i>TBD</i>
<i>Anticipated Class of Action:</i>	<i>Environmental Assessment</i>

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

Table of Contents

1.0	SCOPE OF SERVICES PURPOSE	6
2.0	PROJECT DESCRIPTION AND OBJECTIVES	6
2.1	PROJECT OBJECTIVES	7
2.2	PROJECT REQUIREMENTS AND PROVISIONS FOR WORK	8
2.2.1	<i>Governing Regulations</i>	<i>8</i>
2.2.2	<i>Liaison Office.....</i>	<i>8</i>
2.2.3	<i>Personnel</i>	<i>8</i>
2.2.4	<i>Sub-Consultants</i>	<i>9</i>
2.2.5	<i>Lead Agency, Cooperating Agencies and Participating Agencies</i>	<i>9</i>
2.2.6	<i>Meetings and Presentations.....</i>	<i>10</i>
2.2.7	<i>Communication</i>	<i>10</i>
2.2.8	<i>Quality Control</i>	<i>10</i>
2.2.9	<i>Schedule.....</i>	<i>11</i>
2.2.10	<i>Submittals</i>	<i>11</i>
2.2.11	<i>Computer Automation</i>	<i>13</i>
2.2.12	<i>Conflict of Interest.....</i>	<i>13</i>
2.3	COORDINATION WITH OTHER CONSULTANTS AND ENTITIES.....	13
2.4	CONTRACT MANAGEMENT.....	14
2.5	ADDITIONAL SERVICES.....	14
2.5.1	<i>Alternative Corridor Evaluation</i>	<i>14</i>
2.5.2	<i>Advance Notification</i>	<i>14</i>
2.5.3	<i>Scoping Meeting</i>	<i>14</i>
2.5.4	<i>Notice of Intent</i>	<i>14</i>
2.5.5	<i>Transit Coordination Plan.....</i>	<i>14</i>
2.5.6	<i>Miscellaneous Services</i>	<i>14</i>
2.6	SERVICES TO BE PERFORMED BY THE TOWN	17
2.7	OPTIONAL SERVICES	17
3.0	PUBLIC INVOLVEMENT	17
3.1	PUBLIC INVOLVEMENT PLAN ELEMENTS.....	18
3.1.1	<i>Public Involvement Plan</i>	<i>18</i>
3.1.2	<i>Web Site Development.....</i>	<i>19</i>
3.1.3	<i>Public Involvement Data Collection</i>	<i>19</i>
3.1.4	<i>Public Involvement Comment Tracking</i>	<i>20</i>
3.2	SCHEDULED PUBLIC MEETINGS	20
3.2.1	<i>Types of Public Meetings.....</i>	<i>20</i>
3.2.2	<i>Meeting Requirements.....</i>	<i>20</i>
3.3	PUBLIC HEARING MATERIALS	21
3.4	COMMENTS AND COORDINATION REPORT OR PUBLIC INVOLVEMENT ACTIVITIES REPORT	22
3.5	NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT	23

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

3.6	ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS	23
4.0	ENGINEERING ANALYSES AND CONSIDERATIONS	23
4.1	REVIEW OF PREVIOUS STUDIES	24
4.2	EXISTING CONDITIONS ANALYSIS	24
4.3	SURVEY	24
4.3.1	<i>Survey Design</i>	<i>24</i>
4.3.2	<i>Photogrammetry</i>	<i>27</i>
4.4	GEOTECHNICAL INVESTIGATION	28
4.5	TRAFFIC ANALYSIS	28
4.5.1	<i>Traffic Analysis Methodology</i>	<i>28</i>
4.5.2	<i>Traffic Counts</i>	<i>29</i>
4.5.3	<i>Vehicle Classification Counts on Roadway Segments and Ramps</i>	<i>29</i>
4.5.4	<i>Pedestrian, Bicycle and Other Multimodal Data</i>	<i>29</i>
4.5.5	<i>Calibration and Validation Data</i>	<i>30</i>
4.5.6	<i>Existing Traffic Operational Analysis</i>	<i>30</i>
4.5.7	<i>Future Demand Forecasting</i>	<i>30</i>
4.5.8	<i>No-Build Analysis</i>	<i>30</i>
4.5.9	<i>Development and Screening of Alternatives</i>	<i>30</i>
4.5.10	<i>ICE Evaluation</i>	<i>30</i>
4.5.11	<i>Operational Evaluation of Build Alternatives</i>	<i>30</i>
4.5.12	<i>Project Traffic Analysis Report</i>	<i>30</i>
4.5.13	<i>Interchange Access Request</i>	<i>31</i>
4.5.14	<i>Traffic Data for Noise Study</i>	<i>31</i>
4.5.15	<i>Traffic Data for Air Quality Analysis</i>	<i>31</i>
4.5.16	<i>Signalization Analysis</i>	<i>31</i>
4.6	SIGNAGE	31
4.7	TOLLING CONCEPTS	32
4.8	SAFETY	32
4.8.1	<i>Existing Conditions Analysis</i>	<i>32</i>
4.8.2	<i>Future Conditions Analysis</i>	<i>32</i>
4.8.3	<i>Documentation of Safety Analysis</i>	<i>32</i>
4.8.4	<i>Safety Dashboard</i>	<i>32</i>
4.9	UTILITIES AND RAILROAD	33
4.9.1	<i>Utilities</i>	<i>33</i>
4.9.2	<i>Railroads</i>	<i>33</i>
4.10	ROADWAY ANALYSIS	34
4.10.1	<i>Design Controls and Criteria</i>	<i>34</i>
4.10.2	<i>Typical Section Analysis</i>	<i>34</i>
4.10.3	<i>Geometric Design</i>	<i>34</i>
4.10.4	<i>Intersections and Interchange Evaluation</i>	<i>34</i>
4.10.5	<i>Access Management</i>	<i>34</i>
4.10.6	<i>Multimodal Accommodations</i>	<i>35</i>

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

4.10.7	Lighting	35
4.11	IDENTIFY CONSTRUCTION SEGMENTS	36
4.12	TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS.....	36
4.13	STRUCTURES	37
4.13.1	Existing Structures.....	37
4.13.2	Structure Typical Sections	38
4.13.3	Proposed Structure.....	38
4.13.4	Structures over Navigable Waters.....	38
4.14	DRAINAGE.....	39
4.14.1	Floodplain and Drainage Data Collection	39
4.14.2	Drainage Analysis.....	39
4.14.3	Floodplain Encroachment Analysis.....	39
4.14.4	Sea Level Rise Analysis	39
4.14.5	Stormwater Management Analysis.....	39
4.14.6	Drainage Design.....	40
4.14.7	Bridge Hydraulic Report (BHR)	40
4.14.8	Bridge Hydraulic Evaluation	40
4.15	LANDSCAPING ANALYSIS	40
4.16	CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES	40
4.16.1	Construction Cost Estimates.....	41
4.16.2	Right of Way Cost Estimates	41
4.17	ALTERNATIVES EVALUATION	41
4.17.1	Comparative Alternatives Evaluation	42
4.17.2	Selection of Preferred Alternative	42
4.17.3	Value Engineering	42
4.18	CONCEPT PLANS	42
4.18.1	Base Map	42
4.18.2	Alternatives Concept Plans.....	42
4.18.3	Preferred Alternative.....	43
4.18.4	Typical Section Package	43
4.18.5	Design Exceptions and Design Variations.....	43
4.19	TRANSPORTATION MANAGEMENT PLAN	43
4.20	RISK MANAGEMENT (OPTIONAL).....	43
4.21	ENGINEERING ANALYSIS DOCUMENTATION.....	43
4.22	PLANNING CONSISTENCY	43
4.22.1	Transportation Plans.....	43
4.22.2	Planning Consistency Form	43
4.23	TRANSIT SYSTEMS AND SERVICE	44
4.23.1	Transit Concepts and Alternatives.....	44
4.23.2	Existing and Planned Transit Infrastructure and Services	44
4.23.3	Connectivity and Accessibility.....	44
4.23.4	Transit Operational Analysis	44

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

4.23.5	<i>Ridership and Revenue Estimations</i>	44
4.23.6	<i>Transit Cost Estimates and Financial Commitments</i>	44
4.23.7	<i>Proposed Transit Service and Operations Plan</i>	44
4.23.8	<i>Transit Infrastructure Alternatives</i>	44
4.23.9	<i>Constructability Review</i>	44
5.0	ENVIRONMENTAL ANALYSIS AND REPORTS	44
5.1	SOCIOCULTURAL EFFECTS	45
5.1.1	<i>Social</i>	45
5.1.2	<i>Economic</i>	46
5.1.3	<i>Land Use Changes</i>	46
5.1.4	<i>Mobility</i>	46
5.1.5	<i>Aesthetics</i>	46
5.1.6	<i>Relocation Potential</i>	46
5.1.7	<i>Farmland</i>	46
5.2	CULTURAL RESOURCES	46
5.2.1	<i>Section 4(f) and Concurrent Requirements (Section 6(f))</i>	47
5.2.2	<i>Archaeological and Historical Resources</i>	47
5.2.3	<i>Recreational Areas and Protected Lands</i>	48
5.3	NATURAL RESOURCES	49
5.3.1	<i>Wetlands and Other Surface Waters</i>	49
5.3.2	<i>Essential Fish Habitat</i>	50
5.3.3	<i>Protected Species and Habitat</i>	50
5.3.4	<i>Water Resources</i>	50
5.3.5	<i>Wild and Scenic Rivers</i>	51
5.3.6	<i>Floodplains</i>	51
5.3.7	<i>Coastal Zone Consistency</i>	51
5.3.8	<i>Coastal Barrier Resources</i>	51
5.3.9	<i>Identify Permit Needs</i>	51
5.4	PHYSICAL EFFECTS	51
5.4.1	<i>Noise</i>	52
5.4.2	<i>Transit Noise and Vibration Analysis</i>	52
5.4.3	<i>Air Quality (optional if in attainment)</i>	52
5.4.4	<i>Construction</i>	53
5.4.5	<i>Contamination</i>	53
5.5	CUMULATIVE EFFECTS EVALUATION (WHEN APPLICABLE)	55
5.6	PROJECT COMMITMENTS RECORD	55
6.0	ENVIRONMENTAL DOCUMENT	55
7.0	METHOD OF COMPENSATION	55
8.0	DESIGN SERVICES (SEE ANOTHER EXHIBIT FOR SET OF INSTRUCTIONS)	56

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the **CONSULTANT** and the Town of Bay Harbor Islands (**TOWN**) when conducting Project Development and Environment (PD&E) Studies necessary to comply with the **TOWN** procedures and underlying laws and regulations and to obtain approval of the Environmental Document.

Since the **TOWN** is pursuing Federal funds for the PD&E study and/or future phases of the project, the Project development process and all tasks identified in this Scope of Services must follow the guidance provided in the Florida Department of Transportation's (FDOT's) current version of the PD&E Manual and FDOT Design Manual (FDM). As discussed in Part 1, Chapter 1, of the PD&E Manual, the PD&E Manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the Federal Highway Administration (FHWA) Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the **CONSULTANT** must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the PD&E Manual and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the **CONSULTANT** and / or the **TOWN**.

The **CONSULTANT** must demonstrate good project management practices while working on this Project, including effective communication with the **TOWN** and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the **CONSULTANT** shall set up and maintain a contract file in accordance with **TOWN** procedures. The **CONSULTANT** and any **sub-CONSULTANTS** are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The **TOWN** will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The **TOWN's** technical reviews will focus on high-level conformance and are not meant to substitute **CONSULTANT** quality reviews of deliverables. The **CONSULTANT** is fully responsible for all work performed and work products developed under this Scope of Services. The **TOWN** may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

The **CONSULTANT** is to conduct a PD&E study for Broad Causeway Drawbridge (#875101) – connecting the Town of Bay Harbor Islands with the City of North Miami, within Miami-Dade County. The bridge is part of State Road 922 (SR 922) (Broad Causeway), a roadway classified as “Urban Minor Arterial”. This arterial also begins in Bal Harbour/Surfside and connects those commuters to the mainland. The specific limits of the project extend from the Broad Causeway Island on the West side and to the East at the intersection with West Broadview Drive. The project is approximately 0.78 mile in length.

The existing bridge consists of four lanes (two in each direction), the four travel lanes are 10-foot wide, without a raised median. The outside travel lanes also include shared-use markings to accommodate bicycles. In addition, a raised sidewalk is present on each side of the bridge, with a width that varies from 22 to 36 inches. There are no guardrails separating the sidewalk from the travel lane. Crossing over the Intracoastal Waterway, the bridge has a maximum vertical clearance of 18.00 feet at Mean Low Water and a minimum vertical clearance of 16.00 feet at Mean High Water at the Bascule crossing. The Intracoastal

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

at the bridge crossings is deemed a navigable waterway by the United States Coast Guard (USCG). The bridge bascule is required by the USCG to open at :15 and :45 minutes of each hour to allow boat traffic.

The existing bridge was constructed in 1951, has been determined to be functionally obsolete, and contains fracture critical components based on a Bridge Inspection Reports prepared in January 2022 by the FDOT. Included in the Town Charter by the 1953 Senate Bill No. 865, the State of Florida surrendered and granted to the Town of Bay Harbor Islands any claim or control over all tidewaters and other lands, and all bayous and bay bottoms, beaches, waters, waterways and water bottoms, and all riparian rights within and adjacent to the Town limits for municipal purposes only, a strip of 300 feet wide from Kane Concourse, westwardly across Biscayne Bay to approximately 123rd Street in the City of North Miami.

2.1 PROJECT OBJECTIVES

The PD&E Study has the following project objectives:

As part of the PD&E study the **CONSULTANT** shall consider viable alternatives and alignments. The bridge links the Town of Bay Harbor Islands to City of North Miami and is the closest western evacuation route for residents of Town of Bay Harbor Islands and Bal Harbour/Surfside. Therefore, the bridge serves as the primary hurricane evacuation route.

The Broad Causeway Bridge crosses Intracoastal Waterway which is a navigable water of the United States governed by USCG regulations. The **CONSULTANT** will coordinate with the USCG to determine permit requirements, existing and proposed vertical and horizontal clearances and any other navigation and marine data. The study will include consideration of bicycle lanes and sidewalks. The **CONSULTANT** shall evaluate and determine the proposed typical section and preliminary horizontal and vertical geometry for the improvements, ensuring project compliance with all applicable Federal and State laws.

This project will be a part of the FDOT's Efficient Transportation Decision making (ETDM) process. The **CONSULTANT** shall assist the **TOWN** and FDOT in processing the project through the ETDM Environmental Screening Tool (EST), as necessary. The **CONSULTANT** shall develop the Purpose and Need Statement, Project Description, and Preliminary Environmental Discussion (PED) (in accordance with Part 1, Chapter 3 of the PD&E Manual) and submit to the FDOT's ETDM Coordinator for review and approval. The **CONSULTANT** shall assist the FDOT's ETDM Coordinator as needed.

This project will be processed as a Local Agency Program (LAP) administered by the FDOT. The **CONSULTANT** will support the **TOWN** with developing and processing this project through the FDOT pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT. The **CONSULTANT** will coordinate with the FDOT and Miami Dade Transportation Planning Organization (TPO) as part of this process.

The **CONSULTANT** will develop alternatives within the project study area. These alternatives will be presented to the public. A preferred alternative will then be selected. The final PD&E documents will be prepared following the selection of a preferred alternative. In addition to the preliminary engineering, the **CONSULTANT** will conduct the necessary agency coordination, public involvement activities, public hearing, and complete the required technical supporting and environmental documents to achieve FDOT's approval of the preferred alternative.

Included among the alternatives will be an evaluation of a "no build" alternative which will consider rehabilitation and/or repair of the existing bridge. All alternatives must comply with the local comprehensive plan.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

The scope of work includes all supporting documentation updates, agency coordination, public meetings and hearings and a detailed traffic analysis.

The **CONSULTANT** will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the location and design concept of the Project in accordance with FDOT policy, procedures, and requirements.

The **CONSULTANT** shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase. The **CONSULTANT** will review the ETDM Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, Cooperating Agency(s) and / or any responses from the District pertaining to this Project. The **CONSULTANT** shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The **CONSULTANT** shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The **CONSULTANT** will conduct the appropriate level of engineering and environmental analyses for this Project, as outlined in the PD&E Manual, the FDM, and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined after the ETDM screening, prior to the creation of the Scope of Services, the Lead Agency will determine it after completion of the environmental analyses.

The **CONSULTANT**, upon direction from the **TOWN**, will assist with updating data, technical studies or environmental documents to ensure compliance with NEPA, other federal laws, regulations and Executive Orders.

The **CONSULTANT** will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

2.2.1 Governing Regulations

Services performed by the **CONSULTANT** must comply with the FDOT PD&E Manual and all applicable **TOWN** Policies, Procedures, Manuals and Guidelines. Specifically, the **CONSULTANT** must comply with the FDOT PD&E Manual, FDM, Structures Manual and Computer Aided Design and Drafting Manual. The FDOT manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The **CONSULTANT** will use the latest editions of the FDOT manuals, procedures, and guidelines to perform work for this project.

2.2.2 Liaison Office

If applicable, the **TOWN** and the **CONSULTANT** will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The **TOWN** will designate a Project Manager to represent the **TOWN** for this Project. The **TOWN** Project Manager shall be responsible for coordination with the **CONSULTANT** pertaining to all contractual matters, invoicing and reporting. The **TOWN** Project Manager shall also be responsible for approval of any additional staffing to be provided including additional

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 3

consultant staff and shall give approval of all products and services. The **CONSULTANT** will assign a Project Manager who will communicate regularly with the **TOWN** Project Manager regarding development of this Project. Final direction on all matters of this Project remains with the **TOWN** Project Manager.

The **CONSULTANT** must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The **CONSULTANT's** work must be performed to **TOWN** standards and procedures by personnel identified in the contract. To the extent possible, the **CONSULTANT** must minimize the **TOWN's** need to apply its own resources to the Scope of Services activities unless otherwise identified.

The **CONSULTANT** shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The **CONSULTANT** is responsible for ensuring that staff assigned to work under this Agreement has the training established by the **TOWN** as a prerequisite for **CONSULTANT** staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the **TOWN** on this contract and shall only be recoverable through overhead for the **CONSULTANT** firm.

The **CONSULTANT** must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by **TOWN** standards.

The **CONSULTANT** and its employees, agents, representatives, or **sub-CONSULTANTS** are not employees of the **TOWN** and are not entitled to the benefits of **TOWN** employees. Except to the extent expressly authorized herein, **CONSULTANT** and its employees, agents, representatives, or **sub-CONSULTANTS** are not agents of the **TOWN** for any purpose or authority such as to bind or represent the interests thereof and shall not represent that it is an agent or that it is acting on the behalf of the **TOWN**. The **TOWN** shall not be bound by any unauthorized acts or conduct of **CONSULTANT**.

2.2.4 Sub-Consultants

Services assigned to any **sub-CONSULTANTS** must be approved in writing and in advance by the **TOWN** Project Manager, Procurement Office, and the **CONSULTANT** Project Manager in accordance with this Scope of Services. All **sub-CONSULTANTS** must be technically qualified by the **TOWN** to perform all work assigned to them. Additional **sub-CONSULTANTS** with specialized areas of expertise may be required to complete specific assignments. Any **sub-CONSULTANTS** to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the **TOWN** Project Manager, Procurement Office and the **CONSULTANT** Project Manager and documented in the contract file prior to any work being performed by the **sub-CONSULTANTS**.

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies

The **CONSULTANT** Project Manager will support The **TOWN** Project Manager coordination with the Lead Agency(s), Cooperating Agencies and Participating Agencies.

The Lead Agency for this Project is FDOT Office of Environmental Management

The following will be engaged as a Co-Lead Agency (Optional) - N/A

The following will be engaged as a Cooperating Agency:

U.S. Coast Guard

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Additional agencies, if applicable will be determined during the ETDM Programming Screen.

The following will be engaged as a Participating Agency(s):

Additional agencies, if applicable will be determined during the ETDM Programming Screen.

2.2.6 Meetings and Presentations

Led by the **TOWN** Project Manager, the **CONSULTANT** will attend the Notice to Proceed Meeting, where **TOWN** representatives will outline relevant contract and Project information provided by the **TOWN** Project Manager.

The **CONSULTANT** shall attend progress and other miscellaneous review meetings necessary to undertake the activities of this Scope of Services. This includes meetings with **TOWN** staff, other consultants, or other miscellaneous meetings. This does not include meetings identified by subject area in sections 3, 4, 5 and 6 of this Scope of Services.

It is anticipated that *two (2)* internal **CONSULTANT** Interdisciplinary coordination meeting per month and *twenty-eight (28) monthly* miscellaneous review and/or breakout coordination meetings are anticipated to address specific tasks and identify resolutions.

The **CONSULTANT** will attend meetings or make presentations at the request of the **TOWN** with at least five (5) business days' notice. The **CONSULTANT** will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the **TOWN's** Project Manager for review. It is anticipated that *fifty-six (56) bi-weekly* progress meetings with the **TOWN** will be needed.

2.2.7 Communication

The **TOWN** Project Manager will be the representative of the **TOWN** for the Project. The **CONSULTANT** must regularly communicate with the **TOWN** Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The **CONSULTANT** must include the **TOWN** when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the **TOWN** Project Manager.

All written correspondence between the **CONSULTANT** and any party pertaining specifically to this Project must be reviewed and approved by the **TOWN**. The **CONSULTANT** must respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the **TOWN**. The **CONSULTANT** will assist the **TOWN** in preparing the content of the letters from **TOWN** personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The **TOWN** requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The **CONSULTANT** is responsible for the quality of all (including the **sub-CONSULTANTS**) deliverables. The **CONSULTANT** will independently and continually review deliverables for accuracy and completeness. The **CONSULTANT** must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within thirty (30) business days from the Notice to Proceed, the **CONSULTANT** must submit its QC Plan to the **TOWN** Project Manager for approval. The QC Plan will identify the deliverables,

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the **CONSULTANT** Project Manager and the **CONSULTANT** QC Manager.

The **CONSULTANT** must include documentation of reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The **CONSULTANT** must maintain documentation which shows the QC Plan process was followed. The **TOWN** Project Manager may request from the **CONSULTANT** document reviews and written resolution of comments at any time during the PD&E Study.

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the **CONSULTANT** beginning work, the **CONSULTANT** shall submit a detailed Project activity / event schedule to the **TOWN**. The schedule must indicate all required submittals, critical path activities, and key project milestones / activity codes. The anticipated date for final approval of the Environmental Document is *January 2025*. The schedule must be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the **TOWN** and FDOT's District Environmental Management Office.

The schedule must be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the **CONSULTANT** shall allow for a review period of at least *two weeks* for each draft technical report or memorandum submitted for **TOWN** and FDOT reviews.

In developing the schedule for this Project, the **CONSULTANT**, in coordination with the **TOWN**, must include adequate time to meet regulatory reviews, Lead Agency reviews, Cooperating Agency reviews, and formal consultation timeframes.

Periodically throughout the life of the contract, the **CONSULTANT** must review the project schedule, payout, and fiscal progress curves to monitor the progress of the project. The **CONSULTANT** shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress and payout curves, to the **TOWN** Project Manager. Any adjustments or changes to the approved schedule must be approved by the **TOWN** Project Manager.

2.2.10 Submittals

The **CONSULTANT** will compile and transmit draft documents identified in this Scope of Services to the **TOWN** for review. For each submittal, the **CONSULTANT** will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the **TOWN** Project Manager.

The **TOWN** will review draft submittals and provide the **CONSULTANT** with review comments. The **CONSULTANT** will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The **CONSULTANT** will assist the **TOWN** in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

PD&E Provisions for Work
Quality Control Plan
Project Schedule

Public Involvement:
Public Involvement Plan

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Advance Notification Package (as part of the ETDM Programming Screen)
Public Hearing Transcript
Comments and Coordination Report

PD&E Engineering:

Project Traffic Forecast Memorandum
Project Traffic Analysis Report
Safety Analysis Memorandum
Preliminary Engineering Report
Transportation Management Plan
Location Hydraulics Report
Pond Siting Report
Conceptual Design Plan Set
Geotechnical Report
Typical Section Package
Conceptual Drainage Design Report
Bridge Hydraulic Report
Bridge Development Report
Navigation Impact Report
Intersection Control Evaluation
Existing Signing Inventory Report
Conceptual Signing Plan
Systems Engineering Management Plan
Concept of Operations Report
Utilities Assessment Package
Utility Request Package
Design Variations and Exceptions Package
Design Report
Pavement Design Report

Environment:

Air Quality Technical Memorandum
Asbestos Survey and Screening for Metal Based Coatings Report
Benthic Survey Technical Memorandum
Class of Action Recommendation Form
Cultural Resource Assessment Survey
Cultural Resource Assessment Survey Addendum
Draft Environmental Assessment
Final Environmental Assessment/ Finding of No Significant Impact
Level I Contamination Assessment Report (Contamination Screening Evaluation Report)
Natural Resource Evaluation (Wetlands, Species and EFH)
Noise Study Report
Research Design and Survey Methodology
Section 106 Case Study Report
Section 106 Memorandum of Agreement

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Section 4 (f) “de minimus” Documentation

Programmatic Section 4(f) Evaluation and Approval for FHWA (Federal Aid) Projects that Necessitate the Use of Historic Bridges, Form No. 650-050-50

Section 4(f) No Use Determination, Form No. 650-050-49

Section 4(f) Exceptions/Exemptions Determination, Form No. 650-050-48

Water Quality Impact Evaluation

General:

None

Other Submittals:

30% Concept Plans (Roadway and Structures, see item 8.0)

The **CONSULTANT** will submit to the **TOWN** final reports and other deliverables identified in this section, in the requested format.

Upon completion of the Project, the **CONSULTANT** will transfer to the **TOWN**, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

2.2.11 Computer Automation

The **CONSULTANT** shall develop concept plans and alternatives designs utilizing Computer Aided Drafting and Design (CADD) systems. The **TOWN** makes software available to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the **CONSULTANT** to meet the CADD production requirements in the FDOT CADD Manual. The **CONSULTANT** must submit final documents and files as described in the CADD Manual. Additional related information is found in the FDM. Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon **TOWN** approval, the **CONSULTANT** may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the **CONSULTANT** must agree to provide original electronic files in a format and standard consistent with the **TOWN**'s policies and procedures.

All electronic files must be scanned for viruses prior to submitting to the **TOWN**. Failure to scan for viruses may result in a lower **CONSULTANT** work performance evaluation.

2.2.12 Conflict of Interest

The **CONSULTANT** and its **sub-CONSULTANTS** will not enter into another contract during the term of the Contract for this Project which would create or involve a conflict of interest with the services herein.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The **CONSULTANT** will coordinate work activities with any ongoing and / or planned **TOWN** projects that may affect this Project. The **TOWN** and **CONSULTANT** shall coordinate with local governmental entities to ensure Project concepts are compatible with local improvements and right of way activities. The **CONSULTANT** will inform the **TOWN** Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The **TOWN** Project Manager shall be included in all such coordination activities.

The **CONSULTANT** shall coordinate with the following pertinent projects and studies:

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- **2305 NE 123rd Street:** Northwest of Causeway Island in North Miami. Abandoned hotel to be replaced with mixed-use high rise. Possible U-turn onto island, but unlikely due to double turn (more likely to make illegal turn across BC).
- **Artificial Coral Reef project:** ~200' north of Causeway Island. Permit application NTP to consultant. Approximately 1 year until construction begins. Should not affect work for this project, but this is why Town was interested in kayak slip on north side.
- **Br. 875101 Broad Causeway Bridge - Structural Rehab:** Pre-bid meeting 7/15/2022.
- **Br. 875105 West Relief Bridge – Structural Rehab:** Construction to begin ~ January 2023.
- **1177 96th Street High Rise**

2.4 CONTRACT MANAGEMENT

The **CONSULTANT** is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The **CONSULTANT** is responsible for preparing monthly progress reports and program schedule updates. Progress reports will be delivered to the **TOWN** in a format prescribed by the **TOWN** Project Manager with the corresponding invoice.

The **CONSULTANT** will regularly communicate the status of the project with the **TOWN** while managing **sub-CONSULTANT** efforts and executing **sub-CONSULTANT** agreements.

2.5 ADDITIONAL SERVICES

The **CONSULTANT** will be requested to provide the following additional services for this Project.

2.5.1 Alternative Corridor Evaluation

Not Applicable for this project.

2.5.2 Advance Notification

At the beginning of the Project, the **CONSULTANT** will prepare the Preliminary Environmental Discussion and Advance Notification and transmittal letter as per **Part 1, Chapter 3** of the **PD&E Manual** for the District Environmental Management Office Manager / Engineer to submit to the State Clearinghouse. The **CONSULTANT** will gather data and prepare the necessary documentation to screen the project in ETDM.

2.5.3 Scoping Meeting

Not Applicable for this project.

2.5.4 Notice of Intent

Not Applicable for this project.

2.5.5 Transit Coordination Plan

Not Applicable for this project.

2.5.6 Miscellaneous Services

2.5.6.1 Local Agency Program Support

The **CONSULTANT** shall primarily be assisting the Client in the coordination/processing of all Local Agency Program (LAP) requirements associated with the Broad Causeway project:

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- Assist the Client in the coordination of project specific LAP needs/requirements with the FDOT Local Programs Administrator.
- Advise on project related questions with respect to LAP eligibility and the processing of project deliverables to ensure LAP compliance.
- Provide Client focused training as needed on the LAP process.
- Schedule, facilitate and support the Client during LAP coordination meetings with the FDOT and participating agencies.
- Facilitate Client/FDOT discussions regarding “Full Certification” vs “Project Specific Certification”.
- Assist in development and submittal of LAP Certification application materials (based on *full vs project specific* decisions) through the FDOT LAP certification tool. Assist in responding to follow-up questions regarding the application package from FDOT.
- Ensure all LAP events are included in the overall project schedule and ensure that Client/FDOT required project schedule updates are provided as required.
- Participate in Client/FDOT requested LAP coordination meetings.
- Assist the Client in obtaining access to the FDOT Grant Application Program (GAP) and ensure that program required project details/materials are accurate, submitted, and updated regularly.
- Assist the Client is processing of project documents through the FDOT GAP portal.
- Assist in development and processing of project specific design/construction LAP checklists (at end of design phase).
- Assist the Client in development of LAP required materials associated with the construction bid package.

2.5.6.2 Grant Support

CONSULTANT will assist the **TOWN** through the development of a grant prioritization matrix to provide customized applications for review and analysis by the **TOWN**. If the **TOWN** selects to pursue a grant application for funding, **CONSULTANT** will summarize the steps and timeline to complete the application.

CONSULTANT will evaluate potential application for assistance in the design of the Broad Causeway Bridge through the following tasks and steps:

Task 1 – Scoping

- As Notice of Funding Opportunity (NOFO) are issued for grants, **CONSULTANT** will review for applicability for the design project.
- The **CONSULTANT** will review the NOFO including the timing, eligibility, and potential amount to be gained to determine applicability.

Task 2 – Prioritization Matrix

- The **CONSULTANT** will review grant documentation and develop an excel matrix detailing eligibility and highlighting grant programs that will be most advantageous to the **TOWN**.
- The prioritization matrix will include selection criteria and information, such as whether a Benefit-Cost Analysis (BCA) is required.
- The development of the matrix will be continuous as more grant programs are announced.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- Applications that are feasible will be recommended to the **TOWN**.

Task 3 – Grant Application Preparation

- Based on the development of the prioritization matrix, the **CONSULTANT** will recommend programs for funding. If selected by the **TOWN** to pursue the application, the **CONSULTANT** will be responsible for preparing all areas of the grant including:
 - Project scope and narrative
 - Budget
 - Schedule
 - Environmental review/checklist
- The **CONSULTANT** will work with the **TOWN** to gather any and all relevant data in the completion of applications, which may include, but is not limited to:
 - Demographic or socioeconomic data
 - Past historic damages or safety information
 - Level of service/economic benefits
 - Information regarding equity and job creation
- Upon completion, the **CONSULTANT** will submit the application to the **TOWN** for final review, approval, and submission.

Task 4 – Benefit Cost Analysis (BCA)

- Depending on the type of grant and application a BCA may be necessary for completion of the grant
- Information will be obtained in order to summarize project benefits
- The **CONSULTANT** will perform the BA following the approved approach including: quantifying impacts, measuring costs and benefits for alternatives; documenting assumptions and methodology; and evaluating cost effectiveness
- If a BCA is required, the **CONSULTANT** will develop a BCA report to include the analytical assumption, monetized benefits, and rate of return.

Task 5 – Finalization and Revision

After grants are submitted, the **CONSULTANT** will assist, where applicable, in the completion of any revisions or submission of additional data to obtain a final decision by the awarding agency.

2.5.6.3 Benthic Survey

The **CONSULTANT** will complete a 2022 benthic survey during the seagrass growing season (i.e., June 1 – September 30) as part of Task Order #1. Upon completion of the benthic survey, the **CONSULTANT** will prepare and submit a draft and final Benthic Survey Technical Memorandum to the **TOWN** as part of this scope and task order. The Benthic Survey Technical Memorandum will present the findings of the benthic survey, including map exhibits, representative photographs, and a qualitative description of the resources that were documented. The deliverable will be prepared within 90 days of completion of the 2022 field work. The draft deliverable will be submitted to the **TOWN** for review and comment prior to finalization.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

2.6 SERVICES TO BE PERFORMED BY THE TOWN

The **TOWN** will provide the following services and materials:

- Participate in coordination efforts with the Public Transit Office, Office of Environmental Management, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.
- Provide project data currently on file and available from study partners, such as:
 - Planned new development or redevelopment including Developments of Regional Impact (DRIs) data, Community Reinvestment Act (CRA) plans, streetscape, landscape, road diet, or context sensitive design efforts;
 - All information in the possession of the **TOWN** pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor;
 - All available information in the possession of the **TOWN** pertaining to utility companies whose facilities may be affected by the proposed construction;
 - All future information that is in possession or may become available to the **TOWN** pertaining to subdivision plans, so that the **CONSULTANT** may take advantage of additional areas that can be utilized as part of the existing right of way;
 - Existing **TOWN** right of way maps and information on existing surplus right of way under ownership by the **TOWN**;
 - All applicable **TOWN** agreements with Utility Agency Owners;
 - Letters of authorization designating the **CONSULTANT** as an agent of the **TOWN** to enter lands, waters, and premises of another in the performance of duties in accordance with Section 337.274, F.S.;
 - Reviews of technical reports and Environmental Documents.

2.7 OPTIONAL SERVICES

At the **TOWN's** option, the **CONSULTANT** may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include but not limited to re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, final design services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. **CONSULTANT** may also be requested to provide services for Request for Proposal (RFP) development for Design-Build Procurement and / or support the **TOWN** in the acquisition of a Design-Build contract. The fee for such services shall be negotiated in accordance with the terms detailed in Exhibit B, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project. A supplemental agreement for the optional services shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.

3.0 PUBLIC INVOLVEMENT

The intent of public involvement is to engage the public, including property owners, tenants, business owners and operators, public officials and agencies, facility users, interested individuals, and special interest groups, during the development of transportation projects. FDOT requires the use of the hybrid format for meetings to provide multiple opportunities for the public to receive information and provide input. A hybrid meeting uses both an in-person and virtual component. Small group and one on one

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

meetings can be held in person or virtually, as seen fit by the appropriate parties. The **CONSULTANT** will coordinate and perform the appropriate level of public involvement for this Project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook** and the FDOT's Public Involvement Website.

The **CONSULTANT** will provide the **TOWN** drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least *ten* business days prior to printing and / or distribution. The **CONSULTANT** will document the entire public involvement and agency coordination process in a Comments and Coordination Report and summarize the effort in the Environmental Document.

3.1 PUBLIC INVOLVEMENT PLAN ELEMENTS

3.1.1 Public Involvement Plan

The purpose of a PIP is to identify potentially affected people in a community and define the outreach methods and schedule to involve and gain their input. The **CONSULTANT** is responsible for creating the PIP using existing work developed by the **TOWN** as a starting reference and the level of effort for the Class of Action, if available. The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations required including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority populations. The **CONSULTANT** will review and attach the Sociocultural Data Report (SDR) to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP must include the following:

- Project background
- Project goals (for the public involvement process)
- Identification of elected officials and agencies (including town/city, county, state, and federal representatives, whose jurisdictional/political boundary intersects the project area and native American Tribes.)
- Identification of affected communities, property owners/tenants, business owners, community leaders, and stakeholders and other interested parties (see **Part 1, Chapter 11** of the **PD&E Manual** for examples of other interested parties).
- A contact/mailling list (including names, addresses, telephone, and email information for local elected officials, key community leaders, adjacent landowners, business owners, chamber of commerce leaders, neighborhood association presidents, religious leaders, senior citizen center coordinators, day care center administrators, school principals, utility providers, etc.) The **CONSULTANT** will develop the list initially from the Environmental Screening Tool (EST) and/or Property Appraisers' Offices. The **CONSULTANT** will continually update the contact/mailling list to add new names and/or addresses, when requests are received, elected or other officials change, or names of people or organizations are discovered as the project progresses.
- Identification of media (e.g., television, radio, newspaper, social media, websites) for news and/or advertisement
- Proposed public outreach activities (Outreach activities are designed to offer everyone in a community the opportunity to participate in the PD&E effort and therefore, must include reasonable accommodation of transit dependent persons, persons with disabilities, persons with limited English proficiency, etc.).
- Anticipated schedule of public outreach activities

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- Methodology for collecting, analyzing and responding to public comments. All comments and concerns should be analyzed in relationship to the project, its goals, and the overall impact to the community.

The **TOWN** requires that the **CONSULTANT** create and submit a Public Involvement Plan that demonstrates how the creation and maintenance of the Plan will be carried out. The PIP template may be found in **Part 1 Chapter 11** of the **PD&E Manual**:

The **CONSULTANT** will periodically review the PIP to evaluate the effectiveness of the public involvement activities in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and **FDOT's Public Involvement Handbook**. The evaluation should indicate whether there is a need to use new outreach strategies to improve public involvement.

No further public involvement activities may begin prior to the submission and approval of the PIP. After the PIP is approved, the **CONSULTANT** shall keep the PIP updated as necessary or upon notification by the **TOWN** of a deficiency in the PIP. Any change to the PIP must be approved by the **TOWN**.

3.1.2 Web Site Development

As part of the Project's PIP the **CONSULTANT** will develop public involvement materials using the **TOWN's** approved template and submit the information to be uploaded to the **TOWN's** project website (this is not the same as the **TOWN's** Public Notice website). The content/website page will be created by **CONSULTANT** and maintained by the **TOWN**.

The **CONSULTANT** is required to provide updates for the website content as necessary, and at the approval of the **TOWN**. Content updates are usually completed on a set schedule, at project milestones, or when new information becomes available that should be made available to the public. The **TOWN** is responsible for approving content updates, and posting to the website as part of the website maintenance.

3.1.3 Public Involvement Data Collection

The **CONSULTANT** will assist the **TOWN** with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The **CONSULTANT** will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The **CONSULTANT** is responsible for identifying and maintaining the Project mailing list that may include: officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The **CONSULTANT** will work with the **TOWN** to generate or obtain mailing labels of property owners using the ETDM Environmental Screening Tool (EST) or the appropriate County Property Appraiser's Office.

The **CONSULTANT** will investigate potential meeting locations to advise the **TOWN** of their suitability (meets ADA requirements, room layout, parking etc.). The **TOWN** will ultimately approve the meeting location. The **CONSULTANT** will pay all costs for meeting location rental and insurance (if required). The **CONSULTANT** will be responsible for logistics associated with setting up the meeting.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

3.1.4 Public Involvement Comment Tracking

The **CONSULTANT** will compile comments received as a result of Public Meetings, Project Websites, or any other public outreach activities. The comment and responses will be maintained throughout the PD&E Study.

3.2 SCHEDULED PUBLIC MEETINGS

The **CONSULTANT** will actively support the **TOWN** in conducting various public meetings, which may be conducted during weekends or after normal working hours. The **CONSULTANT** will support the **TOWN** in preparation, scheduling, attendance, note taking, and follow-up services, including debriefing meetings with the **TOWN** and documenting each meeting. These activities shall be done in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and the **FDOT Public Involvement Handbook**, documented in the Updated PIP, Public Involvement Activities Report and/or Comments and Coordination Report and summarized in the Environmental Document.

3.2.1 Types of Public Meetings

The types and number of meetings to be held depend on the project's class of action, the complexity and size of the project, and the level of public interest or potential for controversy. The level of effort and duties for each of these meetings are defined in the staff hours. The following is a list of the anticipated meetings for this project.

- **One (1) Hybrid** Project Kick-off Meeting(s)
- **Three (3) sets of** Presentations to Miami-Dade Transportation Planning Organization (TPOs) Board and committees, **TOWN**, and City of North Miami
- **Six (6)** Coordination Meetings with Key Agencies
- **One (1) Hybrid** Alternatives Public Information Meeting(s)
- **Six (6)** Other Public and Agency Meetings (Specify) or informal meetings
- **One (1) Hybrid Public Hearing**

3.2.2 Meeting Requirements

For any of the listed meetings, the **CONSULTANT** will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts and/or prerecorded presentations
- Handouts
- Graphics for presentation (provide electronic copies for virtual meetings and presentation boards for in person)
- Meeting equipment set-up and tear-down
- Display advertisements **will** be submitted to the **TOWN** for review and approval two weeks prior to the newspaper's deadline for meeting the publication date. (The **TOWN** will pay the cost of publishing through the Clerk's office)
- Letters or emails for notification of elected and appointed officials, property owners, and other interested parties will be submitted to the **TOWN** for review and approval. (The **CONSULTANT** will pay the cost of first-class postage as needed but mailings will be

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

part of the NewsWaves Town Newsletter distribution with a similar mailing to the residents on the west side of the Causeway.

- News releases or project fact sheets. The **TOWN** must review news releases and fact sheets two weeks before the meeting or distribution. News releases will be sent by the **TOWN** and project fact sheets will be developed in conjunction with **TOWN** communications manager.
- Coordinate with FDOT District PIO notification materials for uploading to FDOT's Public Notice Website as needed.
- Meeting summaries provided to the **TOWN**.
- Preparation of response letters for **TOWN** signature on public comments.

The meeting format will be developed by the **CONSULTANT** and approved by the **TOWN**. Any materials prepared by the **CONSULTANT** for such meetings as listed above are also subject to review and approval by the **TOWN**. The **CONSULTANT** shall provide the **TOWN** with a draft of any proposed materials a minimum of two weeks prior to the meeting.

The **CONSULTANT** will assist the **TOWN** when facilitating the public information meeting / workshop to present Project details and obtain comments related to the Project and / or Project alternatives.

The **CONSULTANT** will participate in briefing and debriefing meetings with the **TOWN** staff related to the Public Meetings.

The **CONSULTANT** will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the **TOWN** Project Manager, to assist the **TOWN** in such meetings.

The **CONSULTANT** will provide personnel to facilitate the virtual portion of the meetings.

The **TOWN** may request the **CONSULTANT** to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The **TOWN** may also request the **CONSULTANT** to meet with individual property owners.

3.3 PUBLIC HEARING MATERIALS

In addition to the general public meeting requirements above, for the Public Hearing, the **CONSULTANT** will provide the Environmental Document that has been approved for public availability at the location(s) identified in public notification materials at least 21 calendar days prior to the public hearing date. All locations must be ADA compliant and provide reasonable accommodation and access to physically handicapped and disabled persons. Locations will be approved by the **TOWN**.

The **CONSULTANT** will prepare the public hearing notifications on the **TOWN's** letterhead for **TOWN** review and signature prior to mailing or as directed by the **TOWN**. The **CONSULTANT** will first prepare an initial sample draft notification for review and approval by the **TOWN** prior to submitting all notifications for review.

Notifications to elected officials will be signed/mailed by the **TOWN** or designee. All other notifications to agencies or public officials may be signed/mailed by the **TOWN** Project Manager. The notification letters/emails must have the **TOWN's** return address. After the **TOWN** signs the notifications, the **CONSULTANT** may send them by First Class US Mail or email. The **TOWN** Project Manager will also send the notification letters by email. The **CONSULTANT** will send notifications to the Lead Agency,

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

local governments, and regulatory agencies at least 25 but no more than 30 calendar days prior to the public hearing date.

The **CONSULTANT** will prepare the public hearing notifications to property owners on the **TOWN's** letterhead for **TOWN** review and signature prior to mailing or as directed by the **TOWN**. The **CONSULTANT** will send notification letters or NewsWaves newsletter notifications to property owners at least 21 to 24 calendar days prior to the public hearing.

The **CONSULTANT** will prepare draft newspaper public hearing notice(s) for **TOWN** review and approval at least 15 days prior to the newspaper due date for publication. The **CONSULTANT** will ensure the approved public hearing notice is published a minimum of two times with the first ad appearing at least 15 days but no more than 30 days prior to the hearing. The second ad should run 7-12 days prior to the hearing. The **TOWN** will be responsible for the newspaper notification cost through the Clerk's office. See **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, and the **FDOT Public Involvement Handbook** and the **FDOT's** Public Involvement Website.

The **CONSULTANT** will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public view and comment
- Presentation with script
- Proposed display boards and exhibits, as specified by the **TOWN**
 - Meeting location signs
 - Brochures or handouts
 - NEPA Assignment compliance signs
 - Laws and Regulations signs (see Chapter 11...)
 - Title VI compliance signs
- Hard copies of technical reports and the version of the Environmental Document approved for public availability
- Display advertisements: any press releases and / or advertisements will indicate that the meeting is a **TOWN** activity; the **TOWN** will pay the cost of publishing
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing will be paid by the **CONSULTANT**.
- Response to public comments

The **CONSULTANT** will participate in briefing and debriefing meetings with the **TOWN** related to the Public Hearing. The **CONSULTANT** will prepare response letters for **TOWN** signature for all public comments. Any such response letters would need to be reviewed and approved by the **TOWN** Project Manager.

3.4 COMMENTS AND COORDINATION REPORT OR PUBLIC INVOLVEMENT ACTIVITIES REPORT

The **CONSULTANT** will prepare Comments and Coordination Report containing the PIP, description of the public notification process, summary of all public outreach activities, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

conducted throughout the project in accordance with **Part 1, Chapter 11 of the PD&E Manual**. The **CONSULTANT**, will analyze comments received, and prepare comment responses for **TOWN** approval. The **CONSULTANT** will summarize the public involvement process and document the public comments received and the **TOWN's** responses in the Environmental Document.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT

The **CONSULTANT** shall prepare a display advertisement for the notification of the Approved Environmental Document. The **TOWN** will pay for the cost of publishing. The **TOWN** must review and approve the notice prior to publication. The **CONSULTANT** and **TOWN** will coordinate with the FDOT District PIO as needed.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The **TOWN** will identify and list any special or additional public involvement requirements.

- *General Public Correspondence*
- *Provide content for **TOWN** approval and posting on **TOWN** Social Media*
- *Preparations of Newsletters/fact sheets/Frequent Asked Questions (FAQs)*
- *Project Specific Website content and/or website page to be developed by **CONSULTANT** and posted by **TOWN***
- *Surveys or questionnaires*
- *Project Renderings (4),*
- *3-Dimensional Visualization (Preferred Alternative)*

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the **TOWN** Project Manager. The **CONSULTANT** shall perform engineering activities essential to developing and evaluating project alternatives as outlined in **Part 2, Chapter 3 of the PD&E Manual** and as specified in this section. The **CONSULTANT** will gather and review existing data from the **TOWN**, such as transportation planning data developed for long range plans, bridge inspection reports, or any previously completed technical studies within the project area. The **CONSULTANT** will collect additional data necessary to supplement existing data.

The **CONSULTANT** will verify, and if necessary, amend the purpose and need statement for the Project based on information obtained from the Programming Screen Summary Report existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public involvement process.

The **CONSULTANT** shall develop and analyze conceptual design alternatives to address the Project's Purpose and Need. Early in the alternatives development process the **CONSULTANT** must consider **FDOT's Complete Streets Policy, Topic No. 000-625-017**. Consideration and integration of complete streets during the PD&E Study promotes the efficient development of a multimodal transportation system. The complete streets context classification is determined based on the **FDOT Context Classification Guide** and in coordination with the **TOWN**.

Based on engineering analysis, the public involvement process, and environmental analysis, the **TOWN** will identify a proposed design concept (the preferred alternative) to advance to the design phase.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.1 REVIEW OF PREVIOUS STUDIES

The **CONSULTANT** shall review and summarize previously completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**. The following studies were conducted for this Project:

- ***Broad Causeway Bridge Replacement Feasibility Report State Route 922 (HNTB, 1993)***

4.2 EXISTING CONDITIONS ANALYSIS

The **CONSULTANT** will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The **CONSULTANT** will collect data describing existing conditions and characteristics of the Project including roadway geometrics, plans, pavement reports, existing right of way, tax maps, maintenance maps, typical section elements, signalization and other operational features, access features, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The **CONSULTANT** will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

The **CONSULTANT** will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY

4.3.1 Survey Design

The **CONSULTANT** will conduct survey services associated with design activities related to this Project, including utility locate Quality Level B in accordance with PD&E Manual Part 2 Chapter 21. All work shall be accomplished in accordance with the criteria established by the Departments Highway Field Specifications, Survey Handbook (Survey Procedure Topic No. 550-030-101a) (Chapter 20, sec 23 (3)(a), F.S.), CADD Production Criteria Handbook and must comply with the Standards of Practices for Land Surveyors Rule 5J-17 F.A.C., Florida Statue 472.027, the latest's addition of the District VI Survey Standards and Guidelines and any special instructions. The **CONSULTANT** shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. The **CONSULTANT** shall consult with the Department Right of Way and Survey divisions for approval of field survey findings. The limits of this project shall be along Broad Causeway bridge approximately 250 feet north and south of the existing roadway bridge, and 500' west of the bridge edge (mainland) and 500' east of the bridge edge (Bay Harbor Island).

4.3.1.1 Horizontal Project Control (HPC)

Recover or establish horizontal control on the Florida State Plane Coordinate System and North American Datum (NAD) of 1983 / 2011 Adjustment. Provide secondary control points as needed for design survey purposes, as well as targets for Mobile Terrestrial LiDAR. Includes analysis and processing of all field collected data, and preparation of forms. HPC and targets will be set and controlled along the Broad Causeway Bridge.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.3.1.2 Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on the NAVD 88 vertical datum; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms. HPC and targets will be set and controlled along the Broad Causeway Bridge.

4.3.1.3 Alignment and Existing R/W Lines

Survey Baseline, Right of Way lines and easements should be provided by client. Title Search of properties, if needed, should be provided by client.

4.3.1.4 Aerial Lamp and Mobile LiDAR Targets

Place, locate (X, Y, Z), and maintain Mobile LiDAR targets.

4.3.1.5 Topographic/DTM

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. Mobile LiDAR Technology will be used for these efforts.

4.3.1.6 Roadway Cross-Sections / Profiles

Check Cross Sections will be performed at 100-ft intervals for the project limits. 27.10 Underground Utilities (Designation, and up to 50 Test Holes to be used on “as needed” basis) Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non -destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

4.3.1.7 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

4.3.1.8 Bridge Survey (Minor/Major)

Locate required aboveground features and improvements for bridge data survey for existing bridge. A structural survey of the substructure is NOT a part of this scope of services.

4.3.1.9 Channel Survey (Bathymetric Survey)

A Hydrographic / Bathymetric survey will be performed and extend 250-ft beyond the Broad Causeway Bridge right of way. Sounding survey data shall be collected along transects spaced at fifty-foot (50') intervals oriented parallel with the alignment. Hydrographic / Bathymetric data shall be collected using an automated hydrographic system comprise of a shallow draft survey launch equipped with a marine grade sounder, RTK GPS and computer-based navigation / data acquisition system. Provide cross-sections of canal. Cross-sections shall extend from top of bank to top of bank.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.3.1.10 Geotechnical Support

Perform 3-dimensional (X, Y, Z) field location, or stakeout, of boring sites. Includes field edits, analysis and processing of all field collected data and/or reports.

4.3.1.11 Boundary Analysis – Optional

4.3.1.12 Work Zone Safety

Provide work zone as required by FDOT standards.

4.3.1.13 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

4.3.1.14 Field Review

Perform verification of the field conditions as related to the collected survey data.

4.3.1.15 Technical Meetings

Coordinate with the Departments Survey department for approval of survey DTM and Right of way limits.

4.3.1.16 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes **sub-CONSULTANT** review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

4.3.1.17 Supervision

Perform all activities required to supervise and coordinate the Project. These activities must be performed by the Project Supervisor, a Florida Professional Surveyor and Mapper (P.S.M) or their delegate.

4.3.1.18 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the Project Supervisor, a Florida P.S.M. or their delegate as approved by the District's Surveying Office.

4.3.1.19 Terrestrial Mobile LiDAR (Travel-way / Paved Surfaces)

Bases of Estimate for Mobile LiDAR Per FDOT Staff Hour Standard Guidelines: Corridor Miles = Overall Length of Project Scan Miles = Corridor Miles x Number of Lanes Being Scanned Along the Corridor
Corridor Breakdown: Corridor Miles = 1 Mile, See Exhibit "A" Scan Miles = 1 Mile x 4 Lanes (Average) Along Corridor = 4 scan miles.

4.3.1.20 Terrestrial Mobile LiDAR Mission Planning (based upon scan miles = 4)

All efforts necessary for planning and preparation of materials needed for the execution of the Mobile LiDAR Mission. Includes route and safety planning; GPS /data acquisition scheduling, weather reports, and site terrain research.

4.3.1.21 Project Control Point Coordination (based on number of Mobile LiDAR targets = 40)

All efforts necessary to coordinate the proper placement of project ground control (i.e., base stations, transformation control points, and validation points), supporting the Mobile LiDAR survey. Includes communication of appropriate accuracies along with of target specifications and identification with field and office personnel.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.3.1.22 Terrestrial Mobile LiDAR Mission (based upon scan miles = 4)

Includes on site calibration, collection of Mobile LiDAR data, and any simultaneous base station occupations.

4.3.1.23 Terrestrial Mobile LiDAR Processing (based upon scan miles = 4)

Includes downloading and post processing of Global Navigation Satellite System (GNSS) / Inertial Navigation System (INS) data, creation of scan vehicle best estimate trajectories, analysis of scan route data overlaps. Also includes, if necessary, separation of large point cloud data sets into manageable LAS (see ASPRS) files with corresponding graphic “tile” index.

4.3.1.24 Terrestrial Mobile Photography Processing (based upon scan miles = 4)

Includes the formatting, organizing, and naming digital photographic imagery collected during Mobile LiDAR mission.

4.3.1.25 Transformation / Adjustment (based upon scan miles = 4)

Includes transformation / Adjustment of LiDAR point cloud to Project Control, accuracy analysis, NSSDA reporting of validation points, and includes cross section analysis. Also includes creation and delivery of adjusted point cloud data in digital LAS (see ASPRS) file(s) format.

4.3.1.26 Classification / Editing (based upon corridor miles = 1)

Includes classification of point cloud data, removal, or classification of anomalies from such things as moving object ghosting, erroneous point returns, points outside effective range of sensor, etc.

4.3.1.27 Specific Surface Reporting (based upon corridor miles = 1)

Includes modeling and reporting of specific surface details such as pavement rutting, bridge structure clearance to roadway surface.

4.3.1.28 Topographic (3D) Mapping (based upon corridor miles = 1)

Includes efforts necessary to produce three dimensional (3D) topographic survey map from collected Mobile LiDAR data.

4.3.1.29 CADD Edits (based upon corridor miles = 1)

Includes CADD edit of graphics after field review for delivery of required electronic files. (MicroStation .dgn, CADD)

4.3.1.30 Data Merging (based upon corridor miles = 1)

Includes final edit of graphics for delivery after ingesting outlying or obscured areas measured with other technologies.

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

4.3.2 Photogrammetry

Not applicable.

The **CONSULTANT** will coordinate with the **TOWN** Project Manager and Surveying and Mapping Office staff regarding Project survey requirements, review of existing survey data, and scheduling of additional survey efforts. The **CONSULTANT** will request existing project control, benchmarks and reference points for the Project baseline from the **TOWN's** Surveying and Mapping Office. The

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

CONSULTANT will also collect elevation data required to perform the noise study and to prepare the Bridge Hydraulic Report for this Project.

4.4 GEOTECHNICAL INVESTIGATION

The **CONSULTANT** is to perform geotechnical investigations and testing for the proposed bridge, wall structures, and associated roadway and drainage improvements. Before beginning work and after the Notice to Proceed is issued, the **CONSULTANT** shall submit an investigation plan for approval and meet with the **TOWN**'s Geotechnical Engineer or representative to review the project scope and **TOWN** requirements.

Geotechnical work for the PD&E includes:

- Collection and review of existing data (USGS: potentiometric maps: plans, scour reports, and pile driving records for an existing structure, etc.).
- Preliminary field investigation with Standard Penetration Testing (SPT).
- Laboratory testing to identify and classify soil types.
- Evaluation of foundation alternatives and recommendation of suitable alternative(s).
- Submittal of a report presenting the results of the investigations and analyses, the recommended foundation type(s), and discussion of any special construction or site preparation considerations which may have been identified.
- Geotechnical Report: Prepare the Bridge Geotechnical Report (Phase I) in accordance with Chapter 3 of the Structures Design Guidelines and the Department's Soils and Foundation Handbook. Document a thorough investigation of all viable foundation types for the bridge and retaining walls. Concurrence of the District Geotechnical Engineer is required for Category 1 Structures and of both the State and District Geotechnical Engineers for Category 2 Structures. Bridge Corrosion.
- Environment Report: Prepare a Bridge Corrosion Report to determine the environmental classifications for the structure in accordance with the Structures Design Guidelines and receive approval from the District Materials Office.
- Report of core borings sheet(s): Provide for use in the 30% Structures Plans.

4.5 TRAFFIC ANALYSIS

The **CONSULTANT** will review existing traffic data from planning studies to carry out traffic analysis for this Project and determine whether additional data may be needed. The **CONSULTANT** must collect additional data for the Study Area if data gaps are identified. Data older than 24 months should be validated and checked for reasonableness. If the traffic validation exercise reveals that the existing counts available are not valid anymore, then a methodology should be developed to update the traffic. Furthermore, a field inspection should be conducted to confirm existing characteristics. The **CONSULTANT** will review the following Traffic Reports and Planning studies to be provided by the **TOWN**:

- Conceptual Design Alternatives for Traffic Analysis
- Project Traffic Forecast Memorandum
- Project Traffic Analysis Report
- Other

4.5.1 Traffic Analysis Methodology

The **CONSULTANT** will perform traffic analysis in accordance with guidance from the **PD&E Manual, Traffic Analysis Handbook, and Project Traffic Forecasting Handbook**. The **CONSULTANT** will prepare a forecast and analysis methodology which must be agreed upon by

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

the **TOWN** prior to beginning any analysis. The methodology must state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions. It must also establish the performance Measures of Effectiveness (MOE) for conducting a comparative evaluation of alternatives. The development of future forecast data must use the currently adopted version of the Transportation Planning Organization (TPO) Long Range Transportation Plan (LRTP) travel demand model: Southeast Regional Planning Model, if available. If a TPO does not use the regional travel demand model, future forecast data must be developed in accordance with guidance from the **Project Traffic Forecasting Handbook**. Otherwise, the **CONSULTANT** will validate the travel demand model at a subarea level.

Capacity analysis will be based on the latest Highway Capacity Manual procedures. Use of micro-simulation software such as CORSIM, and/or Vissim is not anticipated for this Project. Calibration and validation are required when a microscopic simulation approach is used. Data should be gathered in accordance with the **Traffic Analysis Handbook**.

Traffic analysis methodology will include a methodology to evaluate safety performance of the project alternatives.

The **CONSULTANT** must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the **TOWN**.

4.5.2 Traffic Counts

The **TOWN** will provide the following existing turning movements data.

- Current corridor traffic counts
- Traffic volumes as collected at the electronic tolling location:

The **CONSULTANT** will collect the following traffic data.

- Current corridor traffic counts
- 7-day traffic machine counts with (approach volumes and departure volumes at 15-minute increments) at the following locations:
 - On Broad Causeway (between Bayshore Drive and Broadview Drive)

Two (2) 8-hour manual vehicle turning movement counts for each peak period at the gas station entry and exit points.

4.5.3 Vehicle Classification Counts on Roadway Segments and Ramps

The **TOWN** will provide vehicle classification data for this Project.

The **CONSULTANT** will collect the following existing classification data.

- Current corridor traffic counts
- 7-day traffic machine counts will include FHWA 13-vehicle category classification (approach volumes and departure volumes at 15-minute increments) at the following locations:
 - On Broad Causeway (between Bayshore Drive and Broadview Drive)

4.5.4 Pedestrian, Bicycle and Other Multimodal Data

The **CONSULTANT** will collect 12-hour multimodal (pedestrian and bicycle) data for this Project for a standard Weekday and Weekend day at the following location:

- On Broad Causeway (between Bayshore Drive and Broadview Drive)

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.5.5 Calibration and Validation Data

It is not anticipated that calibration and validation data is needed for the Project analysis. If so it will be collected in accordance with Part 2 Chapter 2 of the PD&E Manual and the Traffic Analysis Handbook and methodology as agreed upon in the analysis methodology.

4.5.6 Existing Traffic Operational Analysis

The **CONSULTANT** will conduct existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data should be reviewed for reasonableness and will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be balanced before being used in the analysis.

4.5.7 Future Demand Forecasting

No-Build Volumes: The **CONSULTANT** will develop opening year and design year design hourly volumes for the No-Build Alternative in accordance with the **FDOT Project Traffic Forecasting Procedure, Topic No. 525-030-120**. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The **CONSULTANT** will develop opening year and design year design hourly volumes only for viable or feasible Build Alternatives.

4.5.8 No-Build Analysis

The **CONSULTANT** will analyze the operational performance of the No-Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The **CONSULTANT** will evaluate the operational effectiveness of the No-Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.5.9 Development and Screening of Alternatives

Build Analysis: The **CONSULTANT** will identify, develop, assess, and screen preliminary Project alternatives that would meet the purpose and need for this Project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products.

4.5.10 ICE Evaluation

Not Applicable for this project.

4.5.11 Operational Evaluation of Build Alternatives

The **CONSULTANT** will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis may include multimodal evaluation for pedestrian, bicycle, freight and transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The analysis may include other measures where appropriate to the goals and objectives of the project. The **CONSULTANT** will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.5.12 Project Traffic Analysis Report

As described in **Part 2, Chapters 2 and 3** of the **PD&E Manual**, the **CONSULTANT** will

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

prepare the Project Traffic Analysis Report (PTAR) to document development of design traffic volumes and results of the traffic analysis for No-Build and Build Alternatives, which includes the transit, bicycle, and pedestrian analysis. The analysis may also include freight performance measures and emergency evacuation measures where appropriate to the goals and objectives of the project. The results must be shown on diagrams for each alternative and discussed in the report. The PTAR will also summarize the comparison of the operational and safety performance of all alternatives evaluated in detail and how they perform against each other.

4.5.13 Interchange Access Request

Not Applicable for this project.

4.5.14 Traffic Data for Noise Study

The **CONSULTANT** will provide traffic data required for the noise study in accordance with the **FDOT Traffic Noise Modeling and Analysis Practitioners Handbook**, and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build alternatives:

- LOS C directional hourly volumes
- Number of Lanes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed
- Target Speed
- Percentage of heavy trucks (HT) in the design hour
- Percentage of medium trucks (MT) in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles (MC) in the design hour

4.5.15 Traffic Data for Air Quality Analysis

The **CONSULTANT** will collect traffic data required for the air quality analysis which will include the following:

- Intersection type and approach speed
- Intersections – peak hour volumes for each approach
- Interchanges – peak hour volumes for each ramp regardless of percent turning volumes
- Toll plaza – peak hour volumes for each approach

4.5.16 Signalization Analysis

Not Applicable for this project.

4.6 SIGNAGE

The **CONSULTANT** will evaluate existing signing and signage requirements for the project. The **CONSULTANT** will perform field reviews and prepare an existing signing inventory report documenting all sign assemblies within the project limits, as well as upstream and downstream of the project, as appropriate. The report will include photographs of each sign panel, sign designation(s), dimensions, condition, and approximate date of installation.

The **CONSULTANT** will prepare conceptual signing plans for this project. The **CONSULTANT** will prepare large-scale (e.g., 1"=200', 1"=500") conceptual signing roll plots showing proposed overhead and ground mounted signing for each proposed alternative concept. The conceptual signing plans will include preliminary design of all project-specific guide signs using the appropriate CAD software (e.g., GuideSIGN, SignCAD).

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.7 TOLLING CONCEPTS

The existing AET gantry (installed circa 2012) is outside of the western limits of this PD&E Study. The existing span truss is wide enough to accommodate the final lane configuration. Shoulder widening for Shared Use Path or other purposes would be overly costly and unnecessary. Therefore, no new tolling equipment or infrastructure is planned for this project. If tolling upgrades are identified, the system will be designed in a future phase.

4.8 SAFETY

The **CONSULTANT**, in consultation with the **TOWN**, will develop the methodology for conducting the safety analysis in accordance with **Part 2, Chapter 2** of the **PD&E Manual** and the **Safety Analysis Guidebook for PD&E Studies**.

4.8.1 Existing Conditions Analysis

The **CONSULTANT** will perform safety analysis in accordance with the **Safety Analysis Guidebook for PD&E Studies**. The **CONSULTANT** will obtain the most recent five (5) years of available data from the FDOT's crash database and other local sources for this Project for the existing conditions analysis. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. In addition to crash data, field observations, stakeholder input, and other information on existing operations may be necessary.

4.8.2 Future Conditions Analysis

A future conditions analysis is performed to assess the potential safety benefits of the proposed alternatives in comparison to the No Build Alternative (rehabilitation or repair alternative). The **CONSULTANT** will analyze the safety performance of the alternatives based on future traffic volumes, proposed geometrics, modal needs, traffic control conditions, and users of the facility, as appropriate. Future conditions analysis must consider the proposed design context, traffic operational performance and users of the facility. The **CONSULTANT** will use crash modification factors (CMFs) or the Highway Safety Manual (HSM) predictive method as agreed upon in the Traffic Analysis Methodology. Depending on the methodology, additional data may be needed including roadway characteristics and volumes.

4.8.3 Documentation of Safety Analysis

The **CONSULTANT** will document the results of the safety analysis in the **PTAR** and summarize the findings in the PER and Environmental Document if safety is part of the purpose and need. The discussion of the safety analysis in the PTAR will describe existing safety problems and identify the recommended corrective actions to be applied to the proposed alternatives. The **CONSULTANT** shall describe the future conditions analysis and discuss how the proposed alternatives improve upon any existing or potential safety problems. This will include a comparison of the safety performance of the future No Build and Build conditions. If more than one Build alternative is being considered and there is a difference in the safety performance of the alternatives, a comparative analysis of the alternatives should be provided.

4.8.4 Safety Dashboard

Not Applicable for this project.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.9 UTILITIES AND RAILROAD

The **CONSULTANT** will obtain information regarding utilities and railroad in accordance with **Part 2, Chapter 21** of the **PD&E Manual**.

4.9.1 Utilities

Prior to starting utility coordination, the **CONSULTANT** and the **TOWN** Project Manager shall meet with the District Utility Office (DUO) for guidance to ensure that all necessary utility coordination will be accomplished in accordance with **TOWN** procedures.

It is anticipated that the following Utility Agency Owners (UAOs) are within or adjacent to the Project, but it is the responsibility of the **CONSULTANT** to determine the final list of UAOs within the project area:

- Atlantic Broadband
- AT&T
- City of North Miami
- Comcast
- Crown Castle
- Dade County Traffic
- FPL (Subaqueous & Transmission)
- Hotwire
- Miami Dade Water and Sewer
- TBHI Water and Sewer
- TECO

The **CONSULTANT** will prepare a PD&E Utility Request Package containing items specified in **Part 2, Chapter 21 of the PD&E Manual**. Upon approval by the DUO, the **CONSULTANT** will distribute the PD&E Utility Request Package to the identified utility providers and request existing and planned utility information for major above ground and subsurface facilities within the Project limits.

The **CONSULTANT**, **TOWN** Project Manager and DUO will meet with each UAO as necessary, separately or together, to understand utility conflicts and project potential impacts on utilities. The **CONSULTANT** will evaluate and consider potential utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the **CONSULTANT** should refrain from making any compensability determinations in any of the documentation/assessments that they create.

The **CONSULTANT** will prepare a Utility Assessment Package in accordance with **Part 2, Chapter 21** of the **PD&E Manual** that summarizes the results of the coordination with utility providers.

The **CONSULTANT** will support the **TOWN** and coordinate with the FDOT Office of General Council if Right of Way will be required from Florida Gas Transmission in accordance with Right of Way Attachment of the Agreement and Global Settlement (August 21, 2013).

4.9.2 Railroads

Not applicable to this project.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.10 ROADWAY ANALYSIS

Development of Build Alternatives must consider the **FDOT Complete Streets Policy, Topic No. 000-625-017** early in the alternatives development process in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. The Complete Streets Policy requires a context-sensitive approach to project development by accommodating all transportation users and their relationship to safety, economy, mobility, and the environment. The complete streets context classification for the project is based on the **FDOT Context Classification Guide** in coordination with the **FDOT**.

4.10.1 Design Controls and Criteria

The **CONSULTANT** will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the **TOWN** standards.

4.10.2 Typical Section Analysis

The **CONSULTANT** will develop conceptual typical sections for the Project alternatives which address transportation needs and context. Development of typical sections must consider Context [Classification \(Classification Guide\)](#) and Complete Streets (Topic No. 000-625-017) approaches and the needs of all Project users.

4.10.3 Geometric Design

The **CONSULTANT** will perform geometric design using the established Project design controls and criteria. The **CONSULTANT** will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. The **CONSULTANT** will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, the **CONSULTANT** shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections and Interchange Evaluation

The **CONSULTANT** will develop intersection concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, auxiliary lanes, storage lengths, and other geometric details at the following intersections:

- West Broadview Drive and Broad Causeway
- East Broadview Drive and Broad Causeway

The **CONSULTANT** will review all planning studies for Intersection Control Evaluations Data older than 24 months should be validated and checked for reasonableness.

4.10.5 Access Management

The **CONSULTANT** will review the FDOT's Standards of the Access Management Classification, found in the **FDM, Part 2, Chapter 201** and evaluate its application to the project. The **CONSULTANT** will recommend the proper access classification and standard to be applied to the Project.

The **CONSULTANT** will show appropriate access management features on the concept plans. Changes in access management should be consistent with **Median Openings and Access**

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Management Procedure, Topic Number 625-010-021 and documented in the appropriate sections of the PER and the Environmental Document.

The proposed access management plan will be presented as part of the public involvement process, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. If a meeting is required, it may be combined with the PD&E Study Public Hearing or other Public Meeting.

4.10.6 Multimodal Accommodations

The **CONSULTANT** will coordinate with local governments, TPO, transportation agencies, and the public in order to understand the transportation needs of users of all ages and abilities to promote the efficient development of multimodal transportation systems.

The **CONSULTANT** will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The **CONSULTANT** will consider freight, parking, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The **CONSULTANT** will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

The **CONSULTANT** will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project. The **CONSULTANT** will assist the **TOWN** with coordination with local agencies, transit operators and Transportation Planning Organization (TPO) as appropriate.

4.10.7 Lighting

The **CONSULTANT** will coordinate with the **TOWN** to determine the type of pole and luminaire to use along the roadway project limits, either conventional or decorative and the maximum mounting height preferred. After the initial coordination, the **CONSULTANT** will prepare preliminary roadway lighting calculations to determine the pole spacing and the estimated number of light poles that would be required to illuminate the roadway, the bike lane and the sidewalks within the project limits. The preliminary lighting calculations will follow the 2022 FDOT FDM. It is anticipated that the existing roadway lighting will be removed and replaced with new light poles. Conceptual lighting plans will be prepared showing the location of the light poles along the project limits. Lighting on the bridge will be mounted on pilasters. Luminaires will be assumed to be LED programmable type and wildlife sensitive.

The roadway lighting design will be done using the following tasks:

- Review of any existing available lighting plans.
- Performing a site visit to verify existing lighting and electrical conditions.
- Preparation of lighting calculations to obtain the light pole spacing necessary to maintain the required illumination level and uniformity ratios stipulated in the FDOT FDM. The sidewalks will be included in the photometric analysis.
- Determining the best photometric distribution to be used on the lighting calculations and

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

at the same time verifying that there will not be any appreciable light spillage on surrounding residential areas, using a cut-off type photometric distribution and house shields.

- Submitting a Lighting Design Analysis Report for review and approval. The report shall include the recommended lighting design for each roadway condition/number of lanes.

The **CONSULTANT** will coordinate with the US Coast Guard for the center-channel NAVAIDS and the fender lighting and will perform the preliminary NAVAIDS design following the Homeland Security United States Coast Guard Office of the bridge Administration Bridge Lighting and Other Signals 33 CFR 118.65.

Bridge aesthetic lighting for the piers and the bridge facia will be considered. The location of the aesthetic luminaires will be coordinated with the US Coast Guard to prevent conflict with the bridge center channel NAVAIDS.

The **CONSULTANT** will include the estimated cost for roadway, navigational, and aesthetic lighting in the construction cost estimate for the preferred alternative.

4.11 IDENTIFY CONSTRUCTION SEGMENTS

The **CONSULTANT** will identify project segments and/or construction segments along with a definition of implementation phasing. This will include reviewing financing, staging, and sequencing plans that were created by others. If required, the **CONSULTANT** will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

Prior to evaluating build alternatives, the **CONSULTANT** shall demonstrate through engineering analysis that maximization of the existing system through various TSM&O strategies will not meet the purpose and need for the project, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. The **CONSULTANT** shall evaluate various TSM&O strategies such as arterial traffic management systems, traffic incident management, work zone traffic management, road weather management, traveler information services, congestion pricing, traffic control, commercial vehicle operations, transit priority signals systems, and freight management. If the TSM&O strategies is not applicable, the **CONSULTANT** must document in the PER and Environmental Document the reason(s) the strategies do not meet the project's purpose and need.

If the project will involve the use of ITS architecture, The **CONSULTANT** will study or investigate a broader range of systems as it relates to the PD&E study such as traffic signal system, communication system, travel time systems, Transit Signal Priority (TSP), Adaptive Traffic Control System (ATCS) and other systems referenced in the ITS Architecture. The **CONSULTANT** will use a Systems Engineering approach for determining the TSM&O Systems and required systems engineering documents for the Project.

The **CONSULTANT** will develop a Preliminary Systems Engineering Management Plan (PSEMP) and a high-level Project ConOps according to **Part 2, Chapter 3** of the **PD&E Manual**. The ConOps must be reviewed by the **TOWN** and FDOT District TSM&O engineer. The ConOps document template can be found at the following location: <https://www.fdot.gov/traffic/ITS/Projects-Deploy/SEMP.shtml>

The **CONSULTANT** will evaluate the need for improvements, preservations, or modifications to the existing TSM&O system in relation to the alternatives being considered. This includes reviewing the existing as-built information provided by the **TOWN**, identifying impacts to the existing TSM&O infrastructure due to the other project work, identifying opportunities to preserve or enhance TSM&O

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

infrastructure, and developing a high-level cost estimate for the changes necessary to the infrastructure in order to meet project TSM&O needs and goals. These items will be documented in the ConOps.

The **CONSULTANT** will identify the delivery method for both equipment and technology and prepare an implementation schedule that includes engineering, design, construction, and Project activation (testing and start-up).

The **CONSULTANT** will coordinate with both the District TSM&O Engineer and the County/**TOWN** Traffic Engineer concerning existing and proposed ITS and Advanced Traffic Management System (ATMS) infrastructure. The **CONSULTANT** will consider the presence of the ITS infrastructure when analyzing the traffic for the corridor, as well as any proposed improvements that may impact the underground fiber optic cable infrastructure and associated roadside devices.

The **CONSULTANT** will coordinate with the **TOWN** to develop hybrid alternatives that could incorporate TSM&O strategies and/or multimodal options with the build alternative to meet the purpose and need for the project.

4.13 STRUCTURES

4.13.1 Existing Structures

The **CONSULTANT** will collect the existing structures data as identified in **Part 2, Chapter 3** of the **PD&E Manual**. The **sub-CONSULTANT** will provide write up on the existing movable structure, including structural, mechanical and electrical elements. Provide write up on two movable bridge alternatives: No build rehabilitation and a new mid-level bascule bridge. The following existing structures have been identified for evaluation:

Bridge Number: 875101

Typical Section: 4 lanes (2 lanes in each direction); deck width 47.6 feet

Facility crossed: Intracoastal Waterway

Year Built: 1951

Type of Structure: Steel and Movable Bascule

Condition: Functionally Obsolete with a Sufficiency Rating of 46.1; Bridge contains Fracture Critical Components

Load Posting Information: Open, no restriction

Navigable Horizontal Clearance: 84 feet; Navigable Vertical Clearance: 16 feet

Span arrangement: 29 approach spans and 1 main span at 151.2 feet long for a total structure length of 1630 feet.

Historical Significance: NRHP-eligible

Normal High Water: XXX; Mean High Water: 16 feet

List location and description of other existing structures such as Retaining Walls, Noise Barrier Walls, and Miscellaneous Structures

- AET Gantry just west of project limits
- Gas Station on the Causeway Island, which is NRHP-eligible

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- Seawalls on the borders of the island

4.13.2 Structure Typical Sections

The **CONSULTANT** will develop typical sections options for the bridges. These will include the standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Two bridges are assumed, includes the main Intercoastal crossing and Recirculation Bridge. Assume three (4) typical sections for each structure to evaluate

- Offset alignment with mid-level movable bridge (to be provided by **Sub-CONSULTANT**)
- Offset alignment with high-level fixed bridge
- Shared-Use Path on both sides with minimal offset
- Wishbone western end around the gas station on existing alignment with phased construction

4.13.3 Proposed Structure

For existing bridges, the **CONSULTANT** will consider the age, sufficiency rating, typical section, repair costs, vertical and horizontal clearance, historic significance, maintenance of traffic plan, and availability of a detour route to determine if the bridge needs to be repaired or replaced.

Since the bridge is considered historic, or has substantial community value, the study will include a rehabilitation or repair alternative (no build alternative).

For new bridges, the **CONSULTANT** will consider the proposed typical section, navigation requirements, vertical and horizontal clearance requirements, location hydraulic evaluation and scour analysis, geotechnical data, security requirements, aesthetics considerations and potential pier locations.

The **CONSULTANT** will document structural design calculations and design assumptions used in the analysis in the PER and/or BDR. See **FDM, Part 2, Chapter 260, Topic No. 625-000-002** for the contents of the bridge analysis. See **scope Section 8** for additional details

The **CONSULTANT** shall determine the locations where bridge structures will be required, the types of bridges (low, mid-, or high level), and approximate lengths. The **CONSULTANT** will develop and evaluate conceptual structures vertical and horizontal alignments required for the proposed bridge construction, if necessary.

The **CONSULTANT** will conduct a site visit, collect data and complete a USCG Bridge Project Questionnaire based on the conceptual structures' vertical and horizontal alignment.

4.13.4 Structures over Navigable Waters

The **CONSULTANT** will review the USCG comments in the Programming Screen Summary Report. If it has been determined that a bridge permit from the USCG Seventh District will be required, the **CONSULTANT** will prepare a Project Initiation Request for submittal to the USCG.

The **CONSULTANT** shall perform sufficient preliminary design and consultation to investigate bridge concepts, including the feasibility of any proposed movable bridges, the horizontal and vertical clearances that may be required, and other location considerations which may affect navigation. The **CONSULTANT** may be required to prepare Navigation Impact Report (NIR), in accordance with the USCG Bridge Permit Application Guide (BPAG), describing the navigational impacts of each alternative. The **CONSULTANT** will include in the NIR a description of the bridge alignment(s) in relation to the current flow; the vertical and horizontal clearances; the design vessel length; the beam and draft; the navigation traffic patterns (one-way or two-way

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

vessel traffic); waterway characteristics; inventory of commercial, emergency, and recreational fleet navigation; hydraulic and atmospheric conditions; the current speed and the direction, visibility, quality and spacing of aids to navigation near the bridge; inventory of bridges and marinas on the waterway;

The **CONSULTANT** will prepare a coordinated NEPA Document that satisfies both USCG and FHWA NEPA requirements and includes discussion of potential bridge impacts to the environment and the results of ongoing coordination with USCG. The **CONSULTANT** will document for the USCG the navigational impacts and compliance with NEPA and other applicable federal environmental statutes, regulations, and executive orders, including coordination/consultation letters from federal and state resource and regulatory agencies in accordance with **Part 1 Chapter 16** of the **PD&E Manual**. The **CONSULTANT** will be required to adequately address all comments received from the USCG as a Cooperating Agency.

4.14 DRAINAGE

The **CONSULTANT** will perform Drainage analysis in accordance with the **Part 2, Chapters 11 and 13** of the **PD&E Manual** and the **Drainage Manual**. The **CONSULTANT** shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

4.14.1 Floodplain and Drainage Data Collection

The **CONSULTANT** will gather floodplain data from FEMA Flood Insurance Rate Maps, and other relevant sources including local government, local agencies, and regulatory agencies. The **CONSULTANT** will gather data for drainage analysis including LIDAR, existing survey data, and field observations.

4.14.2 Drainage Analysis

The **CONSULTANT** will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The **CONSULTANT** will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the Project.

4.14.3 Floodplain Encroachment Analysis

For each roadway alternative, the **CONSULTANT** will determine base floodplain elevations and identify areas of encroachment. This information will be reported in the BHR.

4.14.4 Sea Level Rise Analysis

For each alternative within the Coastal Building Zone as defined in **62S - 7.010 F.A.C.**, the **CONSULTANT** will perform a Sea Level Impact Projection Study as described in **Part 2 Chapter 3** of the **PD&E Manual**.

4.14.5 Stormwater Management Analysis

The **CONSULTANT** will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The **CONSULTANT** will evaluate potential regional opportunities and develop stormwater management design approaches.

The **CONSULTANT** will coordinate with the FDOT and the **TOWN** and become familiar with decisions and agreements made during the planning and ETDM Phase. Those decisions and

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

agreements will be carried forward and more fully developed. If no feasible watershed approach solutions are identified, the **CONSULTANT** will prepare a Pond Siting Report or Conceptual Drainage Design report in accordance with the **Drainage Manual** and the **FDOT Drainage Design Guide**.

The **CONSULTANT** will work with the **TOWN** and FDOT to coordinate with the SFWMD to discuss the permissibility of the conceptual stormwater management approach.

4.14.6 Drainage Design

As directed by the **TOWN** in future task assignments, the **CONSULTANT** will develop the roadway drainage design in accordance with the FDOT Drainage Manual and Drainage Design Guide.

4.14.7 Bridge Hydraulic Report (BHR)

The BHR will include the following for each bridge alternative:

- Documentation of the coastal model and anticipated scour, as discussed in 4.14.8,
- Identification of floodplain encroachments and expected impacts as required by the Location Hydraulics Report, and
- Deck drainage calculations.

4.14.8 Bridge Hydraulic Evaluation

The **CONSULTANT** will perform a bridge hydraulics analysis of the proposed alternatives to determine the extreme hydrodynamic and scour conditions at the site. A two-dimensional (2D) tide and storm surge model will be developed for the Broad Causeway area and surrounding waters of Biscayne Bay. The model will be developed and validated using publicly available data and will be used to simulate the 50-, 100-, and 500-yr storm surge conditions at the project site. Note that no site-specific hydrographic survey or data collection to support model development and validation will occur in this PD&E phase but will be included in the design phase of the project. Results from the 2D storm surge model will be used to drive the ensuing bridge scour calculations.

Upon completion of the 2D storm surge modeling, the **CONSULTANT** will perform bridge scour calculations for the proposed alternatives. Information on the proposed bridge geometry combined with the extreme current velocities determined by the 2D model will be used to compute the potential scour for each alternative. A report will be developed, to be included in the BHR, that documents the development and application of the 2D storm surge model as well as the computed scour for each of the three bridge alternatives.

4.15 LANDSCAPING ANALYSIS

The **CONSULTANT** will identify conceptual landscape locations.

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES

The **CONSULTANT** shall estimate the Project costs including the costs of design, right of way acquisition, residential and business relocation, construction, construction engineering inspection (CEI), environmental mitigation, utility relocation, and operation and maintenance (for transit only). Design and CEI costs may be estimated as a fixed percentage of construction cost. Wetland mitigation costs can be based per acreage costs for the appropriate year in the most recent version of **Chapter 11** of the **FDOT's Work Program Instruction**.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.16.1 Construction Cost Estimates

The **CONSULTANT** shall develop construction cost estimates based on a per mile cost for low-level bridges and a per square foot for high-level bridges. The **CONSULTANT** will develop construction cost estimates for the project alternatives.

4.16.2 Right of Way Cost Estimates

Based on typical section analysis and FDOT design standards, the **CONSULTANT** will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of construction limits will consider the location of drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The **CONSULTANT** will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the **TOWN** must acquire.

The **CONSULTANT** will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The **CONSULTANT** will submit concept plans for the Build Alternative that include the parcel identification number, existing right of way lines, proposed right of way lines and acreage of property required. Additionally, the **CONSULTANT** will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right of way property costs.

The **TOWN's Project Manager** and **CONSULTANT** will conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right of way acquisition for the Project.

The **CONSULTANT** will jointly meet with the **TOWN** prior to the development of right of way cost estimates. The purpose of the meeting is to jointly review the proposed design parameters, the proposed alternative alignments to identify those alternatives for which right of way cost estimates will be developed by the **TOWN**. The goal is to evaluate the alternatives necessary to comply with PD&E requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative.

4.17 ALTERNATIVES EVALUATION

The **CONSULTANT** shall document the preliminary evaluation alternatives in accordance with the **PD&E Manual** for the following types of alternatives:

1. No Build Alternative (rehabilitation or repair alternative)
2. Build Alternative(s)

In order to conduct a preliminary evaluation of alternatives the **CONSULTANT** shall develop each alternative sufficiently to evaluate its reasonableness and ability to meet the Project's purpose and need in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Those alternatives that do not meet the project's purpose and need or are not reasonable or feasible shall have the basis for their elimination documented in the Environmental Document while the No Build (rehabilitation or repair alternative) and reasonable alternatives will be advanced for further design and comparative analysis as described below.

Elimination of Alternatives

The **CONSULTANT** shall evaluate alternatives early in the alternatives development stage to identify alternatives for elimination. The **CONSULTANT** must include in the PER a discussion of alternatives, including associated TSM&O strategies, which were considered for the project but eliminated from

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

detailed study (during the Planning or PD&E phase). The discussion should describe each alternative considered; the methodology for eliminating alternatives, data used in the evaluation, agency and public input into the evaluation process; and at what point in the process (Planning or PD&E Phase) the alternatives were eliminated.

Viable Alternatives

The **CONSULTANT** will document the No Build (rehabilitation or repair alternative) and viable alternatives, their development, including the consideration of FDOT's **Complete Streets Policy**, accommodation of pedestrian and bicycle facilities, access management measures consistent with **Median Openings and Access Management Procedure, Topic Number 625-010-021**, incorporation of safety and operational measures into the alternatives' design, and stormwater management facilities.

4.17.1 Comparative Alternatives Evaluation

The **CONSULTANT** will establish evaluation criteria at the beginning of the Project, which must be agreed upon with the **TOWN** before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives and estimating costs, the **CONSULTANT** will prepare a matrix which compares the environmental impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No-Build Alternative as the baseline for comparison.

4.17.2 Selection of Preferred Alternative

The **TOWN** will select a preferred alternative based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

4.17.3 Value Engineering

Not applicable for this project.

4.18 CONCEPT PLANS

The **CONSULTANT** will prepare concept plans for all viable Project alternatives in appropriate scales overlaid on the base map.

4.18.1 Base Map

The **CONSULTANT** will produce a base map of the project area using the **TOWN's** CADD standards. The base map will contain an aerial photo and existing characteristics for the project. The base map must show utilities and environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The **CONSULTANT** will prepare base maps for the following uses:

- Overall Project Location Map
- Overall Drainage Map
- Corridor Maps (Roll Plots)

4.18.2 Alternatives Concept Plans

The **CONSULTANT** will prepare and overlay alternative concept plans on the base map. The concept plan must show potential location for bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale according to the **FDOT CADD Manual**.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

4.18.3 Preferred Alternative

The **CONSULTANT** will finalize concept plans for the preferred alternative by incorporating comments received from the Public Hearing as directed by the **TOWN**.

4.18.4 Typical Section Package

The **CONSULTANT** will prepare the Typical Section Package (excluding pavement design) in accordance with the **FDM and attached in the PER**.

4.18.5 Design Exceptions and Design Variations

The **CONSULTANT** will prepare Design Exceptions and Design Variations Package or Memo for the preferred alternative for approval in accordance with the **FDM**. The approved design exceptions and design variation shall be identified in the **PER**.

4.19 TRANSPORTATION MANAGEMENT PLAN

The **CONSULTANT** will prepare a conceptual Transportation Management Plan (TMP) which includes traffic control strategies and may also include additional work zone management strategies based upon the expected work zone impacts of the project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

4.20 RISK MANAGEMENT (OPTIONAL)

Not applicable to this phase. To be considered in future task assignments.

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The **CONSULTANT** will prepare a Preliminary Engineering Report (PER) as per **Part 2, Chapter 3** of the **PD&E Manual**.

The **CONSULTANT** shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the **CONSULTANT** shall be signed and sealed by a Florida-licensed professional engineer.

4.22 PLANNING CONSISTENCY

4.22.1 Transportation Plans

The **CONSULTANT** will coordinate with the **TOWN** to obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- TPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)
- Urban Area Transportation Study
- Local Government Comprehensive Plan (LGCP)
- Local Transit Development Plans (TDP) for bus, rail, or other services
- Non-motorized (bicycle and pedestrian) Plans

4.22.2 Planning Consistency Form

The **CONSULTANT** will assist the **TOWN's** finalization of Planning Requirements for

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Environmental Document approval.

4.23 TRANSIT SYSTEMS AND SERVICE

Not applicable to this project.

4.23.1 Transit Concepts and Alternatives

Not applicable to this project.

4.23.2 Existing and Planned Transit Infrastructure and Services

Not applicable to this project.

4.23.3 Connectivity and Accessibility

Not applicable to this project.

4.23.4 Transit Operational Analysis

Not applicable to this project.

4.23.5 Ridership and Revenue Estimations

Not applicable to this project.

4.23.6 Transit Cost Estimates and Financial Commitments

Not applicable to this project.

4.23.7 Proposed Transit Service and Operations Plan

Not applicable to this project.

4.23.8 Transit Infrastructure Alternatives

Not applicable to this project.

4.23.9 Constructability Review

Not applicable to this project.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this Project. Prior to beginning environmental work, the **CONSULTANT** must review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review will support the **CONSULTANT's** ability to adequately assess the potential for Project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the **TOWN** Project Manager. The **CONSULTANT** will collect pertinent environmental data, conduct analyses, assist the **TOWN** in coordination, and document the results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the procedures in the **PD&E Manual**.

The **CONSULTANT** will analyze the Build Alternatives and the No Build Alternative (rehabilitation or repair alternative) with respect to impacts to natural, cultural, social and physical resources and document all analyses in the supporting technical reports. Wherever appropriate the **CONSULTANT** will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

impacts on the environmental resources or issues. Additionally, the **CONSULTANT** will summarize in the Environmental Document the results of the analysis of the Project's effect on environmental resources, whether prepared by the **CONSULTANT** or completed as part of another study or performed by others, concurrent with this project. The **CONSULTANT** must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement".

5.1 SOCIOCULTURAL EFFECTS

The **CONSULTANT** will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2, Chapter 4** of the **PD&E Manual** and any related chapters identified below, as appropriate. The **CONSULTANT** will review the Project Programming Screen Summary Report to identify potentially affected resources and the level of importance placed on those resources. The **CONSULTANT** will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The **CONSULTANT** may be required to conduct community outreach to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives/features. The **CONSULTANT** will document the results of the SCE Evaluation in the Environmental Document with supporting documentation included in the Project file. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

The **CONSULTANT** shall evaluate and document the following social environment features:

- **Community Cohesion:** The **CONSULTANT** will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of or change in connectivity to community features and facilities.
- **Special Community Designation:** The **CONSULTANT** will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- **Safety / Emergency Response:** The **CONSULTANT** will identify and assess potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.
- **Demographics:** The **CONSULTANT** will identify and assess potential for Project impacts on minority, Limited English Proficiency (LEP) persons, disabled persons, low-income populations, and/or special populations within the Project area. If minority or low-income populations are in the affected area, the determination of adverse effects to those populations, may need to consider potential effects beyond the six SCE issues for the purposes of Environmental Justice, per **Part 2, Chapter 4** of the **PD&E Manual** and may require additional coordination with the affected community to establish mitigation measures. The **CONSULTANT** in coordination with the **TOWN**, must determine whether the Project effects are "disproportionately high and adverse". The **CONSULTANT** will discuss the magnitude and distribution of disproportionately high and adverse human health or environmental effects on minority and low-income populations for all alternatives. Coordination with the affected community and the identification of mitigation measures will be documented in the SCE and summarized the Environmental Document.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- **Community Goals and Quality of Life:** The **CONSULTANT** will identify and assess potential Project impacts on social values and compatibility with community goals and vision.

5.1.2 Economic

The **CONSULTANT** shall evaluate and document the following economic features:

- **Business and Employment:** The **CONSULTANT** will assess potential Project impacts to business and employment activity in the region, the local area, and the project study area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
- **Property Values and Tax Base:** The **CONSULTANT** will assess potential Project impacts on the tax base, employment opportunities, and property values.

5.1.3 Land Use Changes

The **CONSULTANT** will evaluate the Project's consistency with the physical character of the area and applicable community plans.

5.1.4 Mobility

The **CONSULTANT** will evaluate potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area

5.1.5 Aesthetics

The **CONSULTANT** will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, outdoor advertising, scenic highways and community character, in accordance with the **PD&E Manual**.

5.1.6 Relocation Potential

It is estimated that **the project** will not require relocations since the project is primarily within **TOWN** right-of-way or adjacent to **TOWN** owned parcels. Minor property takes may be required that would not result in relocation. Since relocations are not anticipated a Conceptual Stage Relocation Plan (CSRP) will not be prepared.

5.1.7 Farmland

Not applicable. A statement to that effect will be provided in the Environmental document in accordance with the appropriate chapter in the **PD&E Manual**.

5.2 CULTURAL RESOURCES

The **CONSULTANT** will summarize each of the following cultural resource issues in the Environmental Document. If no involvement for a resource is indicated, then a statement to that effect will be included. If there is involvement with an issue, the **CONSULTANT** will document the assessment of direct and indirect effects of the project on the issue, recommended measures to avoid, minimize or offset impacts to cultural resource issue(s), and all coordination conducted.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

5.2.1 Section 4(f) and Concurrent Requirements (Section 6(f))

Analysis: The **CONSULTANT** will review the Project Programming Screen Summary Report for comments regarding the project's potential involvement with resources protected by Section 4(f) or concurrent requirements, as described in **Part 2, Chapter 7** of the **PD&E Manual**.

Section 4(f) Resources

The **CONSULTANT** will identify potential Section 4(f) resources, assist the **TOWN** in conducting initial coordination with the Official with Jurisdiction (OWJ) to determine the significance of the property, identify the characteristics and functions of the Section 4(f) resource, determine the "use" of the property by the project and prepare the appropriate documentation when Section 4(f) approval is required.

- **Section 4(f) Evaluation:** The **CONSULTANT** will complete the documentation for Section 4(f) requirements in accordance with **Part 2, Chapter 7** of the **PD&E Manual**. The **CONSULTANT** will be required to evaluate a prudent and feasible avoidance alternative.
- Programmatic Section 4(f) Evaluation and Approval for FHWA (Federal Aid) Projects that Necessitate the Use of Historic Bridges, Form No. 650-050-50 **Section 4 (f) "de minimis" Documentation:** If applicable, the **CONSULTANT** will prepare Section 4(f) "de minimis" documentation in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.
- Section 4(f) No Use Determination, Form No. 650-050-49
- Section 4(f) Exceptions/Exemptions Determination, Form No. 650-050-48

The **CONSULTANT** will assist the **TOWN** in coordinating with the OWJ to identify measures to avoid and/or minimize the use of Section 4(f) resource(s) by the Project.

Concurrent Requirements

The **CONSULTANT** will determine whether there are concurrent laws requiring federal or state approvals, as described in **Part 2, Chapter 7** of the **PD&E Manual**. If any viable alternative proposes the use of land from a Section 4(f) property purchased or improved with federal grant-in-aid funds, the **CONSULTANT** shall assist the **TOWN** in coordination with the appropriate federal agency to ascertain the agency's position on the land conversion or transfer and in meeting the requirements for conversion of the land to a different use.

Documentation: The **CONSULTANT** shall document whether Section 4(f) or concurrent requirements are applicable, the Project's involvement with Section 4(f) or concurrent requirements, agency coordination, and the project's compliance with the regulatory requirements in the **Section 4(f) documentation** which is approved by OEM and summarize in the Environmental Document. **CONSULTANT** will incorporate any agreed upon minimization/mitigation measures as environmental commitments in the NEPA document and the PCR.

5.2.2 Archaeological and Historical Resources

The **CONSULTANT** will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

Analysis: The **CONSULTANT** will review and address any archaeological or historical resources issues or comments in the Project Programming Screen Summary Report raised by the State Historic Preservation Officer or other interested parties, including Native American Tribes. The

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

CONSULTANT shall research existing information about historic properties, including data concerning the potential for the occurrence of historic properties not yet identified and map out the zones of probability for the Project study area. The **CONSULTANT** in coordination with the **TOWN** will establish the Areas of Potential Effect (APE) and prepare a Research Design and Survey Methodology Memo, in accordance with **Part 2, Chapter 8** of the **PD&E Manual**. The Research Design and Survey Methodology Memo will be submitted to the **TOWN, FDOT District Six, local governments**, and to the State Historic Preservation Officer (SHPO) for approval prior to the initiation of field work. If the SHPO requires an underwater cultural resource survey, the **CONSULTANT** will prepare an update to the Research Design and Survey Methodology Memo.

Upon approval of the Research Design and Survey Methodology Memo, the **CONSULTANT** shall conduct field investigation to identify the presence of NRHP-listed, determined eligible, or potentially eligible archaeological sites and historic resources located within the Project APE. The **CONSULTANT** shall identify the boundaries for the historic resources potentially affected by the proposed undertaking and determine the significance of each potentially affected protected property in accordance with the criteria for historic significance set forth by the NPS. The **CONSULTANT** will prepare a Cultural Resources Assessment Survey (CRAS). If the SHPO requires an underwater cultural resource survey, this will be included in the CRAS. The **CONSULTANT** will analyze the project's potential involvement with historical and archaeological resources using the Criteria of Adverse Effect in accordance with **Part 2, Chapter 8** of the **PD&E Manual**, and the **FDOT Cultural Resource Management Handbook** and develop avoidance, minimization and mitigation measures. Should the proposed project affect historical resources, the **CONSULTANT** shall prepare a Section 106 Case Study Report.

Coordination: All work will be documented and coordinated with the appropriate agencies, if requested, in accordance with **Part 2, Chapter 8** of the **PD&E Manual**, and the **FDOT's Cultural Resource Management Handbook**. Any coordination with the Tribes, if needed, will be through the FDOT or OEM as appropriate. The **CONSULTANT** will be required to assist the **TOWN** by providing technical support for one Section 106 meeting (Alternatives Public Information Meeting). In addition, attendance at one public hearing may be required.

Documentation: The **CONSULTANT** will prepare the CRAS Report, or Addendum to the CRAS Report, describing and justifying the boundaries of the APE, detailing the survey techniques, geographic extent of the surveys, the survey results and assessments of resource significance, including preparation of Florida Master Site File forms, and coordination with the SHPO and the Advisory Council on Historic Preservation (ACHP), if applicable. If any agreements or commitments are made, they are recorded in the PCR and the commitment section of the Environmental Document. The **CONSULTANT** will prepare a Section 106 Memorandum of Agreement (MOA). The **CONSULTANT** will summarize the results of the CRAS in the appropriate section of the Environmental Document. If no involvement for an issue is indicated, then a statement to that effect will be included.

5.2.3 Recreational Areas and Protected Lands

The **CONSULTANT** will review the Project Programming Screen Summary Report to determine the presence of recreation areas and protected lands within the study area. The **CONSULTANT** shall develop alternatives to avoid and minimize involvement with recreation areas and protected lands. The **CONSULTANT** will identify the applicability of Section 4(f) and/or concurrent requirements, such as Section 6(f) of the Land and Water Conservation Fund (LWCF).

Recreation Areas

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

If Section 4(f) or concurrent requirements are applicable, the **CONSULTANT** will prepare the appropriate documentation for recreation areas and/or protected lands impacted by the project, as discussed above, and in accordance with **Part 2, Chapter 7** of the **PD&E Manual**. For Project involvement with recreation areas and protected lands not subject to Section 4(f) or concurrent requirements, the **CONSULTANT** will document the project's impacts, measures to avoid and/or minimize harm, and coordination conducted.

Protected Lands

The **CONSULTANT** will verify whether the proposed project requires an unavoidable use of state-owned upland conservation lands which are managed for conservation, outdoor resource-based recreation, or archaeological or historic preservation and subject to review by the FDEP Acquisition and Restoration Council (ARC). The **CONSULTANT** will support the **TOWN**, by preparing the Uplands Easement Application and a State Lands Impact Report (SLIR), if required, as specified in **Part 2, Chapter 23** of the **PD&E Manual**. Consultant will document the Project's involvement with state-owned lands in the Environmental Document by describing state-owned upland conservation lands subject to review by ARC in the Project area, summarizing the Project impacts to these lands and the ARC review process in the Environmental Document.

5.3 NATURAL RESOURCES

The **CONSULTANT** will review the Project Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The **CONSULTANT** will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The **CONSULTANT** will assess the Project's direct and indirect effects on the natural resources and will document the severity of the impacts, identify the avoidance and minimization measures taken, anticipated permits and document resolution of agency concerns and the agency coordination process in the Natural Resources Evaluation (NRE) Report and/or Environmental Document, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with **Part 2 Chapters 9, 11, 12, 13, 14, 15, 16 and 17** of the **PD&E Manual**, as appropriate.

5.3.1 Wetlands and Other Surface Waters

Analysis: The **CONSULTANT** will identify and estimate the impacts to the wetlands, submerged aquatic vegetation (SAV) and other surface waters in the project area in accordance with **Part 2 Chapter 9** of the **PD&E Manual**. The **CONSULTANT** will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands and SAV. The **CONSULTANT** will evaluate the alternatives' direct and indirect impact to wetlands and SAV including functional loss, and identify measures that avoid wetland and SAV impacts. Where wetland and SAV impacts are unavoidable, the **CONSULTANT** will identify practicable measures to minimize impacts.

Conceptual Mitigation: The **CONSULTANT** will propose conceptual mitigation options to address potential impacts to SAV. If sufficient existing compensatory mitigation is not available, the **CONSULTANT** will need to prepare an alternative mitigation report. This would be needed in a future phase and is excluded from this scope of service.

Documentation: The **CONSULTANT** will document in the Natural Resources Evaluation (NRE) Report, the identification and classification of wetlands and other surface waters, the functional analysis of wetlands, calculation of direct and indirect impacts, avoidance and minimization of impacts, conceptual mitigation measures for unavoidable impacts, and coordination with the resource agencies in accordance with **Part 2, Chapter 16** of the **PD&E**

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Manual. The **CONSULTANT** will summarize the NRE in the Environmental Document. The **CONSULTANT** will also draft a Benthic Assessment Technical Memo.

5.3.2 Essential Fish Habitat

Analysis: The **CONSULTANT** will review Project Programming Screen Summary Report to identify if the NMFS recommends conducting an EFH analysis and the federally managed species to be addressed. The **CONSULTANT** will conduct field review and survey to verify the presence and type of EFH. **CONSULTANT** will determine the alternatives' potential impacts to EFH and/or federally managed species. The **CONSULTANT** will support the **TOWN** working with FDOT to conduct appropriate coordination with resource agencies to assess impacts to essential fish habitat (EFH) and identify measures to address those effects in accordance with **Part 2, Chapter 17** of the **PD&E Manual**.

Documentation: Based upon the location of the project study area, impacts to SAV and corals from the proposed project are anticipated to be likely. Mitigation opportunities for impacts to SAV within Biscayne Bay are understood to be extremely limited and no mitigation banks are available with seagrass credits. The **CONSULTANT** will propose conceptual mitigation options to address potential impacts to SAV. An EFH Assessment is anticipated to be required. The **CONSULTANT** will prepare the EFH Assessment in accordance with **Part 2, Chapter 17** of the **PD&E Manual** as part of the NRE report (**Part 2, Chapter 16** of the **PD&E Manual**).

Conceptual Mitigation Plan: If sufficient existing compensatory mitigation is not available, the **CONSULTANT** will need to prepare an alternative mitigation report. This would be needed in a future phase and is excluded from this scope of service.

5.3.3 Protected Species and Habitat

Analysis: The **CONSULTANT** will review the Project Programming Screen Summary Report and develop a study design to evaluate the magnitude of the Project involvement with, and potential impacts to, protected species, and designated or proposed critical habitats within the action area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. The **CONSULTANT** will perform literature review, field reviews, general wildlife surveys, and coordination necessary to determine Project involvement with, and potential impacts to, protected species and their habitats including proposed conservation measures as required, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. Species-specific surveys for bats are anticipated. The **CONSULTANT** will conduct an acoustic and visual bat survey per the 2019 U.S. Fish and Wildlife Service (USFWS) Florida Bonneted Bat (*Eumops floridanus*) Consultation Guidelines (2019 Guidelines).

The **CONSULTANT** will assist the **TOWN** in consultations with the FDOT, including provide responses to agency requests for information, if required.

Documentation: The protected species and habitat evaluation and agency consultation will be documented in the NRE report, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**, and summarized in the Environmental Document, including effect determinations, dates of concurrence, and/or outcomes of consultation if available.

5.3.4 Water Resources

Analysis: The **CONSULTANT** shall review the Project's Programming Screen Summary Report for identification of the water resources in the project area and agency comments to be considered during the evaluation of the project's involvement with water resources. The **CONSULTANT**

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

shall identify water resource basins or watershed boundaries where the project may have a direct impact on water quality and identify water resource characteristics within the basin boundaries. The **CONSULTANT** will participate in an Environmental Look Around (ELA) meeting to identify any regional/joint use stormwater management projects. The **CONSULTANT** shall assess a project's potential impacts to water resources, including Outstanding Florida Waters (OFW), Aquatic Preserves, Outstanding Natural Resource Waters (ONRW) and sole source aquifers (SSA). **CONSULTANT** shall identify and evaluate mitigation measures (if necessary), and assist the DEPARTMENT with coordination with the regulatory agencies and appropriate stakeholders, in accordance with **Part 2, Chapter 11** of the **PD&E Manual**.

Documentation: The **CONSULTANT** will document the analysis of impacts to water quality in a **Water Quality Impact Evaluation (WQIE) Checklist, Form No. 650-050-37** prepared for each alternative (unless all alternatives are within the same drainage basin) and briefly summarize in the Environmental Document. If coordination with regulatory agencies or other stakeholders is required, additional documentation in the form of a technical memo may be needed. In addition, the **CONSULTANT** will summarize the drainage analysis and proposed stormwater management system in the Environmental Document.

5.3.5 Wild and Scenic Rivers

No involvement with wild and scenic rivers is anticipated. A statement to that effect will be provided in the Environmental document in accordance with the appropriate chapter in the **PD&E Manual**.

5.3.6 Floodplains

The **CONSULTANT** shall summarize, in the Environmental Document, the findings in the BHR regarding the project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains and any coordination with flood management agencies in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

5.3.7 Coastal Zone Consistency

The **CONSULTANT** will document the status of the Project's Coastal Zone Consistency Determination in the Environmental Document.

5.3.8 Coastal Barrier Resources

The **CONSULTANT** shall assist the **TOWN** in determining the Project's involvement with a Coastal Barrier Resource Unit(s) and assist the **TOWN** and the FDOT with USFWS consultation. The **CONSULTANT** shall summarize the results of the analysis of the Project's involvement with Coastal Barrier Resources and the results of consultation with USFWS in the Environmental Document.

5.3.9 Identify Permit Needs

The **CONSULTANT** will identify anticipated permits that will be needed in future phases.

5.4 PHYSICAL EFFECTS

The **CONSULTANT** will review the Project Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The **CONSULTANT** will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment, and summarize the analysis, including avoidance and minimization measures taken and coordination conducted in the Environmental Document. If the project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the **PD&E Manual**.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

5.4.1 Noise

The **CONSULTANT** will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration impacts in accordance with the **Part 2, Chapter 18** of the **PD&E Manual** and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The **CONSULTANT** will prepare materials for, attend and document a noise study methodology meeting with the **TOWN** prior to beginning analysis.

Analysis: The **CONSULTANT** shall review the Project Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The **CONSULTANT** will utilize traffic data from the Preliminary Traffic Analysis Report to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA's Traffic Noise Model (FHWA TNM©), User's Guide (Version 2.5 Addendum). The **CONSULTANT** will provide analysis for the no-build alternative for existing and design years and one build alternative for the design year. If traffic noise impacts are identified the **CONSULTANT** shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

If noise barriers that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the FDOT Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the Right of Way Procedures Manual, Topic No. 575-000-000). **CONSULTANT** will assist the **TOWN** in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The **CONSULTANT** will assist the **TOWN** in coordination with affected property owners benefitting from the noise barrier in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

Documentation: The **CONSULTANT** will document the methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR). The **CONSULTANT** will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and "readme" file that support the information documented in the report. The **CONSULTANT** shall summarize the traffic noise analysis in the Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

If the Project is determined to be a Type III project, the **CONSULTANT** will document that in the Project File.

The **CONSULTANT** will assist the **TOWN** with public meetings support as requested.

5.4.2 Transit Noise and Vibration Analysis

Not applicable to this project.

5.4.3 Air Quality (optional if in attainment)

The **CONSULTANT** will gather data, perform the air quality screening analysis, and prepare the Air Quality Technical Memorandum to document the results of the screening analysis in accordance with **Part 2, Chapter 19** of the **PD&E Manual**. Traffic data shall be prepared by the project's Traffic Engineer.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

5.4.4 Construction

The **CONSULTANT** will evaluate and document the potential impacts of the alternatives' construction activities and identify measures to reduce the amount of disruption which could result, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

5.4.5 Contamination

The **CONSULTANT** will review the Project Programming Screen Summary Report for the initial identification of potential contamination sites. The **CONSULTANT** shall gather data regarding potential contaminated sites, conduct field surveys of the alternatives' alignment to identify any additional potential contamination sites, conduct research to document the status of contamination sites and establish the risk of the project's potential for involvement with contamination, in accordance with the procedures in **Part 2, Chapter 20** of the **PD&E Manual**. The **CONSULTANT** shall investigate the contamination issues within or adjacent to the Project right-of-way (ROW) considering the potential for each alternative to encounter contamination during excavation, acquiring new ROW or easements, at proposed stormwater management sites, during utility work, structure demolition/modifications, and similar off-site construction activities within the limits of the project. The **CONSULTANT** shall develop measures in coordination with the **TOWN** to address identified contamination issues in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

The **sub-CONSULTANT** will conduct asbestos containing materials (ACM) and metal-based coating (MBC) surveys and sampling according to the Asbestos Management Procedures in the FDOT Right of Way Manual, Topic No. 575-000-000, Section 10.7. These surveys will be conducted by a person licensed and certified by the State of Florida pursuant to Section 469.001-469.014, Florida State Statutes. Results will be documented in an Asbestos Survey and Screening for Metals-Based Coatings Report for the Environmental Document.

Task #1 – Asbestos Containing Material (ACM): An ACM sampling event will be conducted of suspect materials for the bridge and bridge structures. Materials that contain 1% or greater of asbestos are considered to be ACM. Possible locations for sampling include floor mastic, ductwork, ceiling tiles, roof tiles, window caulking, lift equipment, scuppers, paint, electrical insulation, and other possible materials. While a site walk-through has not been completed for ACM sampling purposes, it is estimated that approximately twenty (20) Homogenous Areas (HAs) will be present in the tender house, machinery room and other portions of the bridge structure. Each HA normally requires three (3) samples to be collected. This would be a total of approximately seventy-five (75) ACM samples would need to be collected.

As there may be connecting infrastructure below the bridge decking or attachments to the bridge structure itself, up to fifteen (15) additional samples be included in this work order in case there are HAs discovered during site work.

The **sub-CONSULTANT** will also collect up to a total of five (5) quality assurance samples as part of this scope of work.

Prior to ACM sample collection, APTIM will prepare a health and safety plan (HASP) to ensure a safe working environment.

All work shall be performed in accordance with all applicable federal, state, and local, regulations, rules and procedures including but not limited to:

- USEPA: 40 CFR, Part 763, Subpart E – Asbestos Containing Materials in Schools.
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection.
- 40 CFR, Part 61, Subpart M – National Emissions Standards for Hazardous Air Pollutants

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

(NESHAP).

- OSHA: 29 CFR, Part 1926.1101, Asbestos Standard for Construction.

The **sub-CONSULTANT** will perform an asbestos survey and collect primary and quality control material samples utilizing wet methods and appropriate personal protective equipment. APTIM will prepare chain-of-custody documentation; appropriately package and transport primary and quality control samples to National Voluntary Laboratory Accreditation Program (NVLAP)-certified laboratories for analyses by polarized light microscopy utilizing dispersion staining.

The **sub-CONSULTANT** will provide documentation of the investigation and recommendations for any required asbestos abatement activities that may need to be completed on the bridge prior to demolition.

If ACM is present, as part of this scope of work APTIM will prepare an abbreviated O&M Plan for the materials.

Each report will utilize the State of Florida Building Asbestos Survey Procedures and Specifications format with all supporting documentation.

Assumptions:

- Any observed materials that may contain asbestos but are not sampled due to accessibility constraints, will be listed as “potential ACM”.
- Sampling of suspect electrical insulation will only occur only in cable trays that are accessible (insulation, vermiculite, etc.). No sampling of insulation will be performed on active electrical systems unless those systems have been de-energized and a lock-out/ tag-out program has been implemented to ensure that the lines are de-energized.
- The sampling team will consist of two personnel for safety purposes. The team will include at least one certified ACM inspector on site to complete the scope of work outlined.
- As the underside of the bridge must be inspected as part of this service, so boat use (provided by the **sub-CONSULTANT**) of up to one (1) day in this scope of work.
- The **sub-CONSULTANT** does not believe maintenance of traffic will be required for the planned ACM sampling activities.

Task #2 – Metals Based Coatings (MBC) Sampling: Paint chip samples will be collected from painted locations on the bridge decking, within the tender houses and other painted surfaced. The samples will be collected for total cadmium, arsenic, lead, zinc, and hexavalent chromium and TCLP lead as outlined in the FDOT PD&E Manual. It is anticipated that up to ten (10) samples will be collected and submitted to the laboratory for analysis. If analysis provides a concentration of TCLP lead at or above 5 mg/L, the lead will need to be abated prior to the demolition of the bridge structure in most situations.

Assumptions:

- The **sub-CONSULTANT** sampling team will consist of two personnel for safety purposes.
- As the underside of the bridge must be inspected as part of this service, so boat use (provided by the **sub-CONSULTANT**) of up to one (1) day in this scope of work. The inspection for MBC will be combined with the ACM survey listed above and will not require and additional day of boat use.
- The **sub-CONSULTANT** does not believe maintenance of traffic will be required for the

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

planned MBC sampling activities.

The **CONSULTANT** will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in a Contamination Screening Evaluation Report (CSER). The **CONSULTANT** will summarize the CSER in the Environmental Document.

5.5 CUMULATIVE EFFECTS EVALUATION (WHEN APPLICABLE)

Not applicable.

5.6 PROJECT COMMITMENTS RECORD

The **CONSULTANT** shall document the development of commitments that have been coordinated and approved by the **TOWN** in the appropriate technical report(s), appropriate section(s) of the Environmental Document, and the Commitments section of the Environmental Document per **Part 2, Chapter 22** of the **PD&E Manual**. The Commitments section of the Environmental Document will contain a list of commitments made, the agreed upon language, and the stakeholder(s) involved. The **CONSULTANT** will ensure that the commitment language is consistent between the technical report(s), and the various sections of the Environmental Document.

6.0 ENVIRONMENTAL DOCUMENT

Regardless of the COA determination, for any project where another agency is serving as a joint lead agency with FDOT, or is the lead agency, or is using the **TOWN's** Environmental Document to support issuance of a permit, the **CONSULTANT** must address that agency's NEPA requirements, including requirements not normally included in a FDOT Environmental Document.

The **CONSULTANT** will assist the **TOWN** in preparing an Environmental Assessment in accordance with **Part 1, Chapter 6** of the **PD&E Manual** and the US Department of Transportation (USDOT), Interim Policy on Page Limits.

If after completing the EA, Lead Agency (FDOT OEM) determines that there are no significant impacts resulting from the project, the **CONSULTANT** under the direction of the Department will prepare a Finding of No Significant Impact (FONSI) in accordance with **Part 1, Chapter 7** of the **PD&E Manual** for review and approval by the Lead Agency (FDOT OEM). If the EA discovered that the project would result in significant impacts, the DEPARTMENT will upgrade the project to an Environmental Impact Statement (EIS).

7.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The **TOWN's** Project Manager and the **CONSULTANT** will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the **TOWN**. The **TOWN** Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided. The **CONSULTANT** shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the **TOWN**.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

8.0 DESIGN SERVICES (SEE ANOTHER EXHIBIT FOR SET OF INSTRUCTIONS)

The **CONSULTANT** shall prepare preliminary plans of the Preferred Alternative in accordance with Sections 120 and 121 of FDOT's Facilities Development Manual. These services assume a Design-Bid-Build approach following conclusion of the PD&E activities. If a Design-Build approach is required by the **TOWN** at a future date additional efforts will be required to facilitate this procurement method. The following activities under this contract include the following.

- **Roadway Analysis and Roadway Plans**

The table documents the approximate length of each facility.

Facility	Feet	Miles.
Mainline	3800	0.720
Ramp	900	0.170
Frontage	7700	1.458
Trail	4400	0.833

The **CONSULTANT** shall prepare preliminary Plans up to a 30-percent level of detail including the following.

Pavement Design Report – Includes pavement type selection and all necessary coordination to resolve issues related to pavement design. Efforts include initial set-up, collecting all data necessary for entire project limits and pavement designs two mainline, one ramp, two frontage roads, and one trail pavement design. The analysis and pavement selection will be documented in a report.

Horizontal /Vertical Master Design Files – Efforts required for establishing the master design files for the horizontal and vertical geometry. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the FDOT CADD Manual and FDM in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, and intersection layouts.

Master TTCP Design Files – Includes all analysis necessary to develop a Level III Transportation Traffic Control Plan (TTCP concept), such as determining lane configurations, lane closure analysis, detour usage, diversions usage, lane shift usage, and creating a pedestrian TTCP concept. Develop master TTCP files showing each phase of the TTCP. Includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

Design Report – Includes pertinent design documentation and correspondence to document the preliminary design.

Cost Estimate – Prepare Preliminary Cost Estimates to document anticipated cost of the project. Includes one original estimate and one update.

Preliminary Plans includes the following:

- Project Key Sheet for Roll Plot and 11 x 17 set of plans.
- Typical Sections and details.
- Project Layout Sheet.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- Roadway Plan and Profile Sheets – Roll Plot format. 1-inch = 100-foot scale.
- Intersection Layout Details.
- Cross Sections at 100' intervals.
- Temporary Traffic Control Plan Sheets Roll Plots.
- Temporary Traffic Control Cross Section Sheets.
- Temporary Traffic Control Detail Sheets (Detours).
- Utility Adjustment Sheets.
- Project Control Sheets – Furnished by others.
- Utility Verification Sheets (SUE Data) – Furnished by others.
- **Drainage Analysis** – Included in Section 4.13.
- **Utilities** – Included in Section 4.9.
- **Environmental Permitting, Compliance and Clearance** – Not applicable to this project until later phases.
- **Structures** – Provide a Bridge Development Report (BDR) in accordance with FDM 121.9. Items included are listed below. The **CONSULTANT** shall determine the locations where the bridge will be required, the type of bridge (low, mid-, or high level), and approximate lengths.

General Requirements

- Bridge Geometry
- Ship Impact Data Collection
- Ship Impact Criteria

Superstructure Alternatives

- Medium Span Concrete
- Long Span Concrete
- Structural Steel

Foundation and Substructure Alternatives

- Pier/Bent Types
- Shallow Foundations – Not applicable
- Deep Foundations – Evaluate prestressed concrete piles and drilled shafts

Other BDR issues

- Aesthetics
- TCP/Stage Construction Requirements
- Constructability Requirements
- Abutment Slope / Wall Evaluation
- Quantity and Cost Estimates
- Wall Type Justification

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

Report Preparation

- Exhibits
- Report Preparation
- BDR Submittal Package

Preliminary Structures Plans are to be included as an appendix to the BDR include:

- General Notes Sheet
- Plan and Elevation Sheet: provide contents as required by the Structures Detailing Manual.
- Substructure: For end bents, piers, or intermediate bents, show substructure elements and sizes including all deviations from the typical dimensions, foundation type including element spacing and the arrangement of piles or drilled shafts.
- Superstructure: Include cross section showing lanes, shoulders, railings, slab thickness, beam type and spacing and web depth for steel girders. If applicable, show geometric changes in shapes of various components. Also show construction phases and maintenance of traffic data, outline of the existing structure and portions to be removed, and utilities (existing and proposed as available).
- Retaining Walls: Submit preliminary control drawings when proprietary or standard cast-in-place walls are proposed. Include control drawings for all critical temporary walls.
- Bridge Hydraulics Recommendation Sheet.
- Report of core borings.
- Proposed construction sequence and methods indicate construction easements and methods of construction access.
- Preliminary aesthetic details.
- Preliminary post-tensioning layouts – Not applicable.
- Preliminary foundation layouts
- Sidewalks: If provided, show preliminary accessible elements.

Bridge Aesthetics will be in accordance with FDM 121.9.3, assuming “Level One” aesthetic consideration, unless directed otherwise by the **TOWN**. Effort related to Bridge Security (FDM 121.9.6) is excluded. Alternate Designs (FDM 121.9.7) are excluded, unless scoped and estimated separately as a cost-savings opportunity by the **TOWN**.

- **Signing and Pavement Marking Analysis and Plans** – Included in Section 4.6.
- **Signalization Analysis and Plans** – Not applicable under this CONTRACT. If required later through the PD&E process any further Signal Analysis and Plans will be considered additional services.
- **Lighting Analysis and Plans** – Included in Section 4.10.7.
- **Landscape Architecture Analysis and Plans**
Prepare Landscape Opportunity Plan (roll plot format) of the preferred alternatives. Identifying possible landscaping enhancements within the existing right-of-way.
- **Survey** – Not applicable. Section 4.3 provides 30% Concept Plans details.

Exhibit A1: Detailed Scope of Services used as basis for Task Assignment 2

- **Photogrammetry** - Not applicable to this project. Publicly available aerials typically have sufficient resolution for this stage. **TOWN** to provide aerial images at minimum 6" pixels.
- **Mapping** - Not applicable. Section 4.3 provides 30% Concept Plans details.
- **Terrestrial Mobile LiDAR** - Not applicable. Section 4.3 provides 30% Concept Plans details.
- **Architecture Development** – Not applicable. Section 3.6 provides 30% Concept Plans with hardscape, gateway, lighting, and other elements of enhancement. Bridge aesthetic are addressed within the BDR.
- **Noise Barrier Assessment** – Included in Section 5.4.1.
- **Intelligent Transportation Systems Analysis and Plans** – Included in Section 4.12
- **Geotechnical** – Not applicable. Section 4.4 provides 30% Concept Plans details.
- **3D Modeling** – 2022 FDOT CADD Manual requires Open Roads Designer (ORD) and OpenBridge Modeler (OBM). A Phase I 3D Design Model will be prepared for the Preferred Alternative. This will include modeling existing features and the proposed design to a preliminary level of detail.

Additional Services can be discussed separately with the **TOWN** on an as-needed basis.

The **CONSULTANT** shall complete Design tasks and activities as identified in **Part 2** of this **Exhibit** concurrent with PD&E Study. Design and development of contract plans for this project shall conform to the **PD&E Manual**, **FDM**, and **CADD Manual**.

This PD&E Study has an option for design services. The **CONSULTANT** shall not proceed with any design activities without written authorization from the **TOWN**.

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Name of Consultant: Atkins

iwbridge (Br.875101) Replacement PD&E

TBHI BC-160

		Project Staff Hours													
Activity No.	Activity	Atkins	WSP USA Inc.	Arehna	Environmental Solutions & Innovations, Inc. (ESI)	MRG	FR Aleman	APTIM	NDS	Recon Offshore	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
2	Project Description and Objectives	5209	24	0	0	0	0								5233
3	Public Involvement	2144	38	0	0	1224	0								3406
4	Engineering Analysis & Report	6422	696	547	0	0	772								8437
5	Environmental Analysis & Reports	4115	0	0	0	0	0			155					4270
6	Environmental Document	484	0	0	0	0	0								484
8	Design Services	4402	0	0	0	0	0								4402
Project Total		22,776	758	547	0	1,224	772	0	0	155	0	0	0	0	26,232

- Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C
4. All hours are preliminary based on multiple unknowns and factors yet to be determined

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Broad Causeway Drawbridge (Br.875101) Replacement PD&E Miami-Dade
County: TBHI BC-160
FPN: All hours and costs are preliminary estimates based on multiple unknowns and factors yet to be determined
FAP No.:

Consult. Name: Atkins
Consult. No. 100080949
Date: 8/19/2022
Estimator: David Konz

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Staff Classification 1	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Project Description and Objectives	5,209	781	104	417	521	573	677	781	521	260	260	208	104	5,209	\$317,274	
Public Involvement	2,144	322	43	172	214	236	279	322	214	107	107	86	43	2,144	\$130,589	
Engineering Analysis & Report	6,422	963	128	514	642	706	835	963	642	321	321	257	128	6,422	\$391,157	
Environmental Analysis & Reports	4,115	617	82	329	412	453	535	617	412	206	206	165	82	4,115	\$250,640	
Environmental Document	484	73	10	39	48	53	63	73	48	24	24	19	10	484	\$29,480	
Design Services	4,402	660	88	352	440	484	572	660	440	220	220	176	88	4,402	\$268,121	
Total Staff Hours	22,776	3416	456	1822	2278	2505	2961	3416	2278	1139	1139	911	456	22,776		
Total Staff Cost															\$1,387,261.11	

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

Direct Expenses	\$	184,452.00
Contract Management	\$	15,000.00
LAP Support	\$	775.00
Public Involvement	\$	48,725.00
Roadway	\$	3,000.00
Structures	\$	6,400.00
Navigation	\$	5,900.00
Sociocultural Effects_Section 4(f)	\$	2,000.00
Cultural Resources	\$	15,810.00
Wetlands	\$	73,292.00
Noise	\$	1,250.00
Signing_TSM&O	\$	1,250.00
Coastal Modeling_Drainage	\$	11,050.00

SALARY RELATED COSTS:

OVERHEAD:	128.35%	\$1,387,261.11
OPERATING MARGIN:	45.00%	\$624,267.50
FCCM (Facilities Capital Cost Money):	0.01%	\$138.73
EXPENSES:	5.89%	\$184,452.00

SALARY RELATED SUBTOTAL:

Survey (Field - if by Prime) 0.00 4-man crew days @ \$ - / day \$0.00

SUBTOTAL - PRIME

Subconsultant:	WSP USA Inc.	\$154,378.07
Subconsultant:	Arehna	\$392,366.66
Subconsultant:	Environmental Solutions & Innovations, Inc. (ESI)	\$6,250.00
Subconsultant:	MRG	\$172,086.77
Subconsultant:	FR Aleman	\$392,145.96
Subconsultant:	APTIM	\$22,472.70
Subconsultant:	NDS	\$2,752.00
Subconsultant:	Recon Offshore	\$28,132.75
Subconsultant:	Sub 9	\$0.00
Subconsultant:	Sub 10	\$0.00
Subconsultant:	Sub 11	\$0.00
Subconsultant:	Sub 12	\$0.00

SUBTOTAL ESTIMATED FEE:

Optional Services \$0.00

GRAND TOTAL ESTIMATED FEE: \$5,147,253.88

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Estimator: David Konz

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
2.2	Project Requirements and Provisions for Work					
	2.2.6 Meetings and Presentations	LS			2568	see table below
	2.2.7 Communication	LS	28	8	224	E-mail coordination and letters throughout PD&E Study (28 months * 8/month)
	2.2.9 Schedule *	LS	1	192	192	Draft initial schedule (80) and provide monthly updates (28 months * 4).
	2.2.10 Submittals	LS	28	2	56	Coordinate submittal (28 months * 2/month)
	2.2 Project Requirements and Provisions Work Total				3040	
2.3	Coordination with Other Consultants and Entities	LS	28	4	112	Coordination with FDOT/OEM (28 months * 4/month)
2.4	Contract Management	LS	28	16	448	Coordination with Atkins Leadership Project Director, Business Unit, Project Reviews, Forecasting, Progress Reports, Subconsultant management (28 months * 16/month)
2.5	Additional Services					
	2.5.1 Alternative Corridor Evaluation *	LS	1	0	0	Not applicable.
	2.5.2 Advance Notification					
	Advance Notification *	LS	1	4	4	
	Preliminary Environmental Discussion *	LS	1	45	45	Draft Preliminary Environmental Discussion and Summary Degree of Effects for Town and FDOT review based on one Programming Screen alternative. Conduct ETDM coordination after ETAT review is complete.
	2.5.3 Scoping Meeting (EIS Only)					
	Set up/Scoping Package*	LS	1	0	0	Not applicable.
	Participation and notes	LS	1	0	0	Not applicable.
	2.5.4 Notice of Intent (EIS Only) *	LS	1	0	0	Not applicable.
	2.5.5 Transit Coordination Plan *	LS	1	0	0	Not applicable.
	2.5.6 Miscellaneous Services *					Bentic Survey Technical Memo is included in 5.3.3.
	Grant Support	LS	1	1200	1200	
	LAP Support	LS	28	12	336	LAP Support throughout PD&E Study; Palozzi (8 hours/month* 28 months), Scholl (4 hours/month* 28 months).
	2.5 Additional Services Total				1585	
2.7	Optional Services	LS	1	0	0	Not applicable.
Project Description and Objectives Subtotal					5185	
Hours Subject to QC					241	
	Quality Assurance / Quality Control	LS	%	10%	24	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
PROJECT DESCRIPTION AND OBJECTIVES TOTAL HOURS					5209	

Use the following table to assist with task 2.2.6 Meetings and Presentations

	Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway	Typical Section	EA	1	0	0	
	Access Management	EA	1	0	0	
	Concepts	EA	1	0	0	
Drainage	Pond Siting (remote)	EA	4	18	72	4 remote meetings @ 6 hours for prep, meet, debrief * 3 people
	Pond Siting (in-person)	EA	1	32	32	1 in-person meeting @ 16 hours for prep, travel, meet, debrief * 2 people
	FDOT Drainage	EA	2	12	24	2 remote meetings @ 6 hours for prep, meet, debrief * 2 people
	Agency (Drainage)	EA	3	12	36	3 remote meetings @ 6 hours for prep, meet, debrief * 2 people
Structures	Aesthetics meetings with Town	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	FDOT Structures	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
Environmental	WMD	EA	1	0	0	
	NMFS	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	USACE	EA	1	18	18	1 Meeting @ 6 hours for prep, meet, debrief * 3 people
	USCG	EA	2	18	36	1 Meetings @ 6 hours for prep, meet, debrief * 3 people
	USFWS	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	NPS	EA	1	0	0	
	SHPO	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	USFS	EA	1	0	0	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	FFWCC	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	USDA & NRCS	EA	1	0	0	
	USDOJ	EA	1	0	0	
	Noise Coordination	EA	1	0	0	
	Cultural Resources Coordination	EA	2	18	36	2 Meetings @ 6 hours for prep, meet, debrief * 3 people
	FDEP	EA	1	18	18	1 Meeting @ 6 hours for prep, meet, debrief * 3 people
	FDOT Environmental	EA	28	24	672	Assumes one meeting per month with FDOT/OEM for 28 months @ 6 hours for prep, meet, debrief * 4 people
Traffic	Traffic Methodology	EA	1	0	0	
	Traffic Design	EA	1	0	0	
	Traffic Analysis	EA	1	0	0	
Utilities and Railroad	UAO & DUO	EA	1	16	16	1 Meeting with FDOT @ 8 hours for prep, meet, debrief * 2 people
	Railroad Office	EA	1	0	0	
Tolls	Tolls	EA	2	8	16	FDOT, Town: 2 Meetings @ 8 hours for prep, meet, debrief * 1 person

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
PM / EMO	Local Governments (cities, counties, MPO)	EA	9	16	144	9 Meetings (one per quarter) @ 8 hours for prep, meet, debrief * 2 people
Subtotal Technical Meetings					1336	
	Interdisciplinary Meetings (Internal for Consultants)	EA	56	12	672	Biweekly Meetings with discipline leads 28 month * 2/mon @ 1 hour * 12 people (Average)
	Progress Meetings (with Town)	EA	56	6	336	Biweekly Meetings with Leadership Team with intermitent attendance from discipline leads 28 month * 2/mon @ 1 hour * 6 people (Average)
	Misc. Review Meetings	EA	28	8	224	Assume 1 breakout meeting per month * 28 months @ 2 hours * 4 people
Total Meetings					2568	Carry to task 2.2.6

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Estimator: Wendy Lasher

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
3.1	Public Involvement					
	3.1.1 Public Involvement Plan*	LS	1	12	12	Development of a Public Involvement Plan as per Part 1, Chapter 11 of the PD&E Manual, and Public Involvement Handbook, to include background, goals, proposed activities and anticipated schedule. (Atkins Wendy Lasher - 12)
	3.1.2 Web Site Development *	LS	1	4	4	Working with Town Communications Office to create/populate webpage on current Town website. (Atkins Wendy Lasher - 4)
	Web Site Maintenance *	LS	5	1	5	Create project website update. Estimated 5 updates at 4 hrs. each. Town is responsible for posting updates and maintaining website. (Atkins Wendy Lasher - 5)
	3.1.3 Public Involvement Data Collection	LS	1	16	16	Identify stakeholders and maintain project mailing list that includes Elected, Appointed officials and Agencies, ETAT member, as well as interested parties or affected communities, throughout the life of the project. Generate mailing labels of property owners using FDOT (ETDM Environmental Screening Tool (EST)), the GIS development section and/or the County Property Appraisers' Offices. MRG will create Elected and Appointed Officials list, clean property owners mailing list obtained from the County and remove duplicate entries at least 3 times during the study. MRG will coordinate with Town Clerk Office to determine viable meeting location. Atkins will respond to public inquiries. (Atkins David Konz - 8; Wendy Lasher - 8)
	3.1.4 Public Involvement Comment Tracking	LS	1	20	20	Atkins David Konz - 12, Wendy Lasher 8 to respond to comments received at from website
	3.1 Public Involvement Total				57	
3.2	Scheduled Public Meetings					
	Project Kickoff Meeting (1 Hybrid)					
	Development of Meeting Materials*	LS	1	54	72	
	Agenda *	LS	1	2	2	(Atkins Wendy Lasher - 2)
	Presentation*	LS	1	24	24	Create Powerpoint presentation to be provided at the project kick-off meeting and can be uploaded to project website. (Atkins Wendy Lasher - 14; David Konz - 4; Robb McGowann - 4)
	Project Handouts *	LS	1	0	0	*Covered under newsletters
	Exhibits *	LS	3	8	24	MRG will create Welcome Board, Title VI boards, NEPA assignment compliance sign and have them produced, picked up and process payment. Atkins will create project display boards (4 total). (Atkins Wendy Lasher - 2; Robb McGowann 12; Todd Flemister 8; David Konz - 2)
	Notification Letters *	LS	1	4	4	Create and send notifications for EO, AO, ETAT, Property Owners enclosures (location map) for use in Town distribution mailer, NewsWaves. Create letters for non-Bay Harbor residents. (Atkins Wendy Lasher - 4)
	Press Release/Meeting Announcements *	LS	1	2	2	Create Press Release, FAR ad, Public Notice, schedule publishing in newspaper, size ad, process payment. Payment processing on behalf of Atkins. Coordinate with Town Clerk and Communications Officer. (Atkins Wendy Lasher - 2)
	Staff Briefing *	LS	1	16	16	(Atkins Wendy Lasher - 8; David Konz - 8)
	Participation and Notes	LS	1	32	32	
	Participation	LS	1	32	32	One (1) hybrid meeting (virtual and in-person meeting) In-Person Meeting: 3 Atkins staff including set-up, attendance and break-down. (Atkins Wendy Lasher - 16, David Konz - 12, Rodrigo Pigna - 4)

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Notes	LS	1	0	0	
Presentation to Local TPO and TPO Committees and City of North Miami (Approx 15 Meetings)						
	Development of Meeting Materials *	LS	1	22	66	
	Presentation *	LS	3	12	36	Based on three (3) presentations throughout PD&E study utilizing materials prepared for public meetings. (Atkins Wendy Lasher - 12, Robb McGowann - 12, David Konz - 8)
	Project Handouts *	LS	3	5	15	Based on three (3) presentations throughout PD&E study utilizing materials prepared for public meetings. (Atkins Wendy Lasher - 9, Robb McGowann - 3, David Konz - 3)
	Exhibits *	LS	3	5	15	Based on three (3) presentations throughout PD&E study utilizing materials prepared for public meetings. (Atkins Wendy Lasher - 6, Robb McGowann - 6, David Konz - 3)
	Participation and notes	LS	1	3	90	
	Participation	LS	30	3	90	Two (2) Atkins staff member attendance and participation at approximately 15 meetings (Atkins David Konz - 60, Rodrigo Pigna - 30)
	Notes	LS	5	0	0	
Coordination Meetings with Key Agencies (Aprox 6 Meeting via Teams)						
	Development or Updates of Meeting Materials *	LS	1	11	66	
	Presentation *	LS	6	3	18	(Atkins Wendy Lasher - 12, David Konz - 6)
	Project Handouts *	LS	6	3	18	(Atkins Wendy Lasher - 12, David Konz - 6)
	Exhibits *	LS	6	5	30	(Atkins Wendy Lasher - 20, David Konz - 10)
	Participation and notes	LS	1	7	42	
	Participation	LS	6	6	36	(Atkins Wendy Lasher - 20, David Konz - 16)
	Notes	LS	6	1	6	Preparation of meeting notes for review and dissemination. (Atkins Wendy Lasher - 3, David Konz - 3)
Corridor Workshop(s) or Public Informational Meeting(s)					Not Applicable	
	Development of Meeting Materials*	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters *	LS	1	0	0	
	Press Release/Meeting Announcements *	LS	1	0	0	
	Project Summaries *	LS	1	0	0	
	Response letters *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
Alternatives Public Information Meeting(s) (1 Hybrid)						
	Development of Meeting Materials*	LS	1	176	272	
	Agenda*	LS	1	2	2	(Atkins Wendy Lasher - 2)
	Presentation with Script *	LS	1	72	72	Draft a PowerPoint presentation and script to create a video to be utilized for a video to be provided at the meeting and can be uploaded to project website. Video will include an explanation of alternatives being evaluated (Atkins Wendy Lasher - 24; David Konz - 8; Robb McGowan - 40)
	Project Handouts *	LS	1	0	0	*Covered under newsletters.
	Exhibits and Display Boards *	LS	12	8	96	Exhibits boards will be reused. Atkins will project display boards including concept plans, aerial boards, evaluation matrix, project locaion map, schedule, typical sections, etc. (12) (Atkins David Konz 8, Ryan Jensen - 8, Wendy Lasher - 16, Robb McGowan - 64)

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Notification Letters *	LS	1	4	4	Create and send APIM notifications for EO, AO, ETAT, Property Owners enclosures (location map) for use in Town distribution mailer, NewsWaves. Create letters for non-Bay Harbor residents. (Atkins Wendy Lasher - 4)
	Press Release/Meeting Announcements *	LS	1	2	2	Create Press Release, FAR ad, Public Notice, schedule publishing in newspaper, size ad, process payment. Payment processing on behalf of Atkins. Coordinate with Town Clerk and Communications Officer. (Atkins Wendy Lasher - 2)
	Meeting Location Signs *	LS	1	0	0	
	Meeting Site Selection	LS	1	0	0	
	Project Summaries *	LS	1	0	0	
	Response letters *	LS	1	80	80	MRG to create comments/response matrix. Assist with responses. Atkins will respond to comment letters received. Estimated more comments submitted than during KO. (Atkins David Konz - 24, Alicia Barber - 16, Wendy Lasher - 40)
	Staff Briefing *	LS	2	8	16	Two (2) meetings to review materials with Town staff prior to the Alternatives Public Meeting (Atkins David Konz - 8, Wendy Lasher - 8)
	Participation and Notes	LS	1	160	160	
	Participation	LS	1	160	160	One (1) hybrid meeting (virtual and in-person meeting) In-Person Meeting: 11 Atkins staff including set-up, attendance and break-down. (Atkins David Konz - 18; Wendy Lasher - 22; Rodrigo Pigna - 6; Ryan Jensen - 6; Glenn Myers - 6 hours, Matt Robertson - 16, Jennifer Dorning - 16, Andrea Garcia - 20, Beth Zimmer - 16, Rick Renna - 16, Christina Schoonard - 16)
	Notes	LS	1	0	0	
	Additional Coordination with Key Agencies					Not Applicable
	Development of Meeting Materials *	LS	1	0	0	
	Meeting preparation *	LS	4	0	0	
	Create or Update Presentation *	LS	4	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	4	0	0	
	Notes	LS	4	0	0	
	Community / Stakeholder Forum(s)					Not Applicable
	Development of Meeting Materials*	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters *	LS	1	0	0	
	Press Release/Meeting Announcements *	LS	1	0	0	
	Project Summaries *	LS	1	0	0	
	Response letters *	LS	1	0	0	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Environmental Forum(s)					<i>Not Applicable</i>
	Development of Meeting Materials*	LS	1	0	0	
	Agenda *	LS	1	0	0	
	Presentation *	LS	1	0	0	
	Project Handouts *	LS	1	0	0	
	Exhibits *	LS	1	0	0	
	Notification Letters *	LS	1	0	0	
	Press Release/Meeting Announcements *	LS	1	0	0	
	Project Summaries *	LS	1	0	0	
	Response letters *	LS	1	0	0	
	Staff Briefing *	LS	1	0	0	
	Participation and Notes	LS	1	0	0	
	Participation	LS	1	0	0	
	Notes	LS	1	0	0	
	Other Public and Agency Meetings (Specify) or informal meetings (6 In-Person)					
	Development of Meeting Materials *	LS	1	12	72	
	Presentation *	LS	6	4	24	(Atkins Wendy Lasher - 12, David Konz - 8; Robb McGowan - 4)
	Project Handouts *	LS	6	4	24	(Atkins Wendy Lasher - 12, David Konz - 8; Robb McGowan - 4)
	Exhibits *	LS	6	4	24	(Atkins Wendy Lasher - 12, David Konz - 8; Robb McGowan - 4)
	Participation and notes	LS	1	8	48	
	Participation	LS	6	8	48	2 Atkins staff member attendance and participation. (Atkins David Konz- 24, Wendy Lasher - 24)
	Notes	LS	6	0	0	
	3.2 Scheduled Public Meetings Total				920	
3.3	Public Hearing Materials (1 Hybrid)					
	Public Hearing Materials	LS	1	289	385	
	Public Officials and Regulatory Agency Letters *	LS	1	2	2	Create notifications for EO, AO and ETAT (Atkins Wendy Lasher - 2)
	Property Owner Letters *	LS	1	4	4	Create notifications for Property owners and enclosures (location map) and print, stuff envelopes, label and mail (Atkins Wendy Lasher - 4)
	Public Hearing Notices and publication in the FAR *	LS	1	2	2	Create FAR ad, Public Notice (Atkins Wendy Lasher - 2)
	Notification on the Town's Public Notice webpages through the Communications Office*	LS	1	0	0	
	Identify website(s) and/or locations for document public availability *	LS	1	0	0	
	Presentation with Script *	LS	1	108	108	Draft a PowerPoint presentation and script to create a video to be utilized for a video to be provided at the meeting and can be uploaded to project website. Video will include an explanation of Preferred Alternative and No-Build Alternative being evaluated and required NEPA language (Atkins Wendy Lasher - 40; David Konz - 8; Todd Flemister - 20, Robb McGowan - 40)
	Proposed typical sections and aeriels *	LS	1	40	40	(Atkins David Konz - 8, Ryan Jensen - 8, Robb McGowan 24)
	Exhibits and Display Boards *	LS	12	8	96	Exhibits boards will be reused. Atkins will project display boards including concept plans, aerial boards, evaluation matrix, project location map, schedule, typical sections, etc. Several boards will be duplicated so the public does not crowd around them (create 12 boards and duplicate 6 boards) (Atkins David Konz 8, Ryan Jensen - 8, Wendy Lasher - 16, Robb McGowan - 64)
	Hard copies of technical reports and Environmental Document	LS	1	16	16	Documentation on display at Town Hall. MRG staff to coordinate and deliver. Atkins will print documents. (Atkins Fernando Diaz - 16)
	Meeting Location Signs *	LS	1	0	0	
	Brochures or handouts *	LS	1	20	20	Create new handout for use during Public Hearing and Distribution (Atkins Wendy Lasher 12; Robb McGowan 8)
	Title VI compliance signs *	LS	1	0	0	Use signs from previous meetings

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	NEPA Assignment compliance signs *	LS	1	0	0	Use signs from previous meetings
	Security	LS	1	0	0	Not applicable
	Advertisements *	LS	1	0	0	
	Press Releases *	LS	1	1	1	Write press release (Atkins Wendy Lasher - 1)
	Meeting Site Selection	LS	1	0	0	
	Written Responses to Comments *	LS	1	80	80	MRG will create comment/response matrix. Atkins will respond to comment letters received. Anticipated to have numerous comments. (Atkins David Konz 24, Alicia Barber - 16, Wendy Lasher - 40)
	Transcript, errata sheet and certification *	LS	1	0	0	
	Arrange for Court Reporter	LS	1	0	0	
	Staff Briefing *	LS	2	8	16	Two (2) meetings to review materials with Town staff prior to the Alternatives Public Meeting (Atkins David Konz - 8, Wendy Lasher - 8)
	Participation and Notes	LS	1	160	160	
	Participation	LS	1	160	160	One (1) hybrid public hearing (virtual and in-person meeting) In-Person Meeting: 11 Atkins staff including set-up, attendance and break-down. (Atkins David Konz - 18; Wendy Lasher - 22; Rodrigo Plana - 6; Ryan Jensen - 6; Glenn Myers - 6 hours, Matt Robertson - 16, Jennifer Dorning - 16, Andrea Garcia - 20, Beth Zimmer - 16, Rick Renna - 16, Christina Schoonard - 16)
3.3 Public Hearing Total					545	
3.4	Comments and Coordination Report or Public Involvement Activities Report *	LS	1	8	8	Prepare Comments and Coordination Report. (Atkins - Wendy Lasher - 8)
3.5	Notification of Approved Environmental Document *	LS	1	0	0	
3.6	Additional Public Involvement Requirements					
	General Public Correspondence *	LS	1	40	40	(Atkins David Konz - 20, Wendy Lasher 20)
	Surveys	LS	1	8	8	Create project survey utilizing Survey Monkey or an established online survey tool that can be shared via NewWaves, on the Town website, and social media. Provide a summary of results. (Atkins Alicia Barber - 8)
	Social Media Support	LS	1	0	0	
	News Letters, Fact Sheets, Preparation / Distribution *	LS	1	40	40	Newsletters to include editions for PKO, Alts Workshop and Public Hearing. (Atkins - 40)
	Frequently Asked Questions (FAQs) *	LS	1	24	24	Prepare FAQ's for Bay Harbor website and to have at public meetings. (David Konz - 12; Ryan Jensen - 4, Wendy Lasher - 8)
	3-D Visualization and Modeling (1 alternative) *	LS	1	300	300	3-D Modeling hours @ 180 and BEWG Architecture support from UK to develop exhibits and options for display at public meetings (texture, structure types, formliners, etc.... @ 120 hours).
	Renderings (4) *	LS	4	15	60	Take pictures and develop four (4) renderings for projects boards, newsletters, website, etc. 15 hours per rendering. (Atkins Todd Flemister - 48, David Konz 4, Ryan Jensen - 4, Wendy Lasher 4)
	Other *	LS	1	0	0	
3.6 Additional Public Involvement Requirements Total					472	
Public Involvement Subtotal					2002	
Hours Subject to QC					1418	
	Quality Assurance / Quality Control	LS	%	10%	142	
PUBLIC INVOLVEMENT TOTAL HOURS					2144	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Estimator: Katie Earp

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
4.1	Review of Previous Studies	LS	1	8	8	Previous HNTB Feasibility Study review: 4 people * 2 hrs each
4.2	Existing Conditions Analysis					
	Data Collection	LS	1	40	40	Includes data collection of short project of moderate complexity
	Field Reviews	LS	2	32	64	Assume 2 trips of 2 staff to cover 2 days including travel time
	Analysis	LS	1	40	40	Includes Project Location Map and data analysis to determine transportation deficiencies
	4.2 Existing Conditions Analysis Total				144	
4.3	Survey					FR-Aleman: Yvette Aleman <Yvette.Aleman@FR-Aleman.com>
	4.3.1 Survey Design *	LS	1	0	0	
	Survey Coordination	LS	1	0	0	
	4.3.2 Photogrammetry *	LS	1	0	0	
	Aerial Photography	LS	1	0	0	
	4.3 Survey Total				0	
4.4	Geotechnical Investigation					Arehna: Angela Alba <aalba@arehna.com>
	Soils	LS	1	0	0	Arehna fee and hours incorporated into Fee Sheet-Prime
	Geotechnical Coordination	LS	1	0	0	Arehna fee and hours incorporated into Fee Sheet-Prime
	Geotechnical Design Services *	LS	1	0	0	Arehna fee and hours incorporated into Fee Sheet-Prime
	4.4 Geotechnical Investigation Total				0	
4.5	Traffic Analysis					Chris Russo
	4.5.1 Traffic Analysis Methodology *	LS	1	30	30	
	4.5.2 Traffic Counts *	LS	1	8	8	NDS collecting Data. Atkins to process
	4.5.3 Vehicle Class. Counts on Roadway Segments and Ramps *	LS	1	0	0	NDS
	4.5.4 Pedestrian, Bicycle, and Other Multimodal Data *	LS	1	0	0	NDS
	4.5.5 Calibration and Validation Data *	LS	0	0	0	
	4.5.6 Existing Traffic Operational Analysis *	LS	1	16	16	
	4.5.7 Future Demand Forecasting *	LS	1	20	20	
	4.5.8 No-Build Analysis *	LS	1	8	8	
	4.5.9 Development and Screening of Alternatives *	LS	1	8	8	
	4.5.10 ICE Evaluation*	LS	0	0	0	
	4.5.11 Operational Evaluation of Build Alternatives *	LS	1	8	8	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.5.12 Project Traffic Analysis Report *	LS	1	80	80	
	4.5.13 Interchange Access Request *	LS	0	0	0	
	4.5.14 Traffic Data for Noise Study *	EA	1	8	8	
	4.5.15 Traffic Data for Air Quality Analysis *	EA	1	8	8	
	4.5.16 Signalization Analysis *	LS	1	0	0	
4.5 Traffic Analysis Total					194	
4.6	Signage *	LS	1	260	260	Existing Sign Inventory Report, field review - 16 hours, 2 people Existing Sign Inventory Report - 40 hours Concept Development of Guide Signs - 8 hours/ea, estimated 4 (max) Development of Master Signing Plan - 24 hours, 4 alternatives (max) Coordination, Miscellaneous - 60 hours
4.7	Tolling Concepts *	LS	1	12	12	Limited hours for coordination, analysis of existing tolling systems. Documentation of existing conditions, establish baseline for maintenance during project life-cycle. 0-12 hours, may be eliminated, as needed.
4.8	Safety					Chris Russo
	4.8.1 Existing Conditions Analysis *	LS	1	16	16	
	4.8.2 Future Conditions Analysis					
	Historical Crash Analysis *	LS	1	12	12	
	HSM Safety Analysis *	LS	1	16	16	
	4.8.3 Documentation of Safety Analysis *	LS	1	16	16	
	4.8.4 Safety Dashboard	LS	1	0	0	N/A
4.8 Safety Total					60	
4.9	Utilities and Railroads					Ryan Jensen
	4.9.1 Utilities *	EA	12	14	192	12 Utility Companies @ 14 hrs per utility. Includes data/collection/adding to plans = 168 hrs (Atlantic Broadband, AT&T, City of North Miami, Comcast, Crown Castle, Dade County Traffic, FPL Subaqueous, FPL Transmission, Hotwire, Miami Dade Water and Sewer, TBHI Water and Sewer, TECO. Utility assessment package 24 hrs Total= 168+24 =192 hrs
	4.9.2 Railroads *	EA	1	0	0	N/A
4.9 Utilities and Railroads Total					192	
4.10	Roadway Analysis					Ryan Jensen
	4.10.1 Design Controls and Criteria *	LS	1	30	30	Develop Design Controls and Criteria - 30 hrs
	4.10.2 Typical Section Analysis *	EA	8	14	112	2 Ramp Typical, 1 Mainline Typical with 3 Alternatives (4 total), 2 @ Grade Typical Each Typical is expected to take 12 hrs with 2 additional hrs each for client adjustments
	4.10.3 Geometric Design*	LS	1	432	432	Three (3) Alternatives, 0.80 Miles of horizontal alignment, 0.80 Miles of vertical alignments Number of hours = number of alternatives x (the length of the horizontal alignments in miles + length of vertical alignments) x number of hours depending on complexity. Added 2.4 miles for ramp, trails and frontage roads. Assume 2 alternatives require detailing and the other would be similar to the other 2 with minimal effort. 3*(0.80+0.80+2.4+2.4)*30= 432 hrs

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.10.4 Intersections and Interchange Evaluation *	EA	2	84	168	2 Intersections will require evaluation: West Broadview Drive and East Broadview Drive. Intersection Control Evaluation (ICE) Stage 1 @ 60 hrs per intersection Intersection report @ 24 hrs per intersection Includes concepts/layouts
	4.10.5 Access Management *	LS	1	16	16	Evaluate changes to the ingress/egress of Median Gas Station - 16 hours
	4.10.6 Multimodal Accommodations *	LS	1	200	200	Develop Evaluation Criteria - 20 hours Define User Needs, Stakeholder Coordination - 80 hours Coordination, Miscellaneous - 100 hours
	4.10.7 Lighting *	LS	1	100	100	Roadway Preliminary LDAR (24), Roadway Preliminary Lighting calculations (16), Aesthetics (40), NAVAIDS and coordination with USCG (12), Site visit to verify existing (8)
	4.10 Roadway Total				1058	
4.11	Identify Construction Segments *	LS	1	8	8	
4.12	Transportation Systems Management and Operations *	LS	1	570	570	Develop Evaluation Criteria - 12 hours Define User Needs - 30 hours Identify TSM&O Alternatives - 48 hours Develop PSEMP - 40 hours Review ITS Architecture (e.g., RITSA, SITSA) - 24 hours Evaluate TSM&O Alternatives (4 alternatives), Analysis - 240 hours Development of ConOps Report - 96 hours Coordination with Team and Agencies - 80 hours
4.13	Structures					<i>David Konz</i>
	4.13.1 Existing Structures*	EA	3	40	120	Compile existing data for: Drawbridge (1). AET Gantry (1). Gas Station (1)
	4.13.2 Structure Typical Sections *	EA	0	0	0	Assume 3 typical sections (3) for each of the two bridges (Main crossing @120 hrs and Recirculation Bridge@40 hrs = 80hr average). 3 sections assumed to be: 10' offset from Atkins proposal, SUP on both sides with Minimal offset, wishbone around gas station on existing alignment with phased construction (Hanson proposal). See Tab 8 - BDR.
	4.13.3 Proposed Structure *	EA	0	0	0	Foundations (3): Drilled Shafts, Piles, other. Substructures (3): 1-col, 2-col, 3-col. Superstructure (3): FIB, Spliced FIB, Post-tensioned slab. See Tab 8 - BDR.
	4.13.4 Structures over Navigable Waters *	EA	1	400	400	Develop Project Initiation Request (25), Meeting and e-mail coordination with Town, FDOT, and USCG (75), Navigation Impact Report data gathering per USCG Bridge Permit Application Guide (225); NIR Report (75) Wendy Lasher
	4.13 Structures Total				520	
4.14	Drainage					Divide hours evenly between Katey and Rick, except where noted
	4.14.1 Floodplain and Drainage Data Collection *	LS	1	40	40	
	4.14.2 Drainage Analysis *	Per Basin	10	24	240	Includes 2 day site visit (add travel expenses)
	4.14.3 Floodplain Encroachment Analysis *	Per Encroach.	1	40	40	
	4.14.4 Sea Level Rise Analysis *	LS	1	40	40	Katey 36 hrs / Rick 4 hrs- SLIP study
	4.14.5 Stormwater Management Analysis					
	Explore and Evaluate Regional Stormwater Solutions *	LS	1	120	120	
	Stormwater Management *	Per Basin	10	32	320	
	4.14.6 Drainage Design *	LS	0	0	0	Defer to final design

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.14.7 Bridge Hydraulic Report *	LS	1	120	120	Team determined that LHR components will be incorporated into the BHR as appropriate
	4.14.8 Bridge Hydraulic Evaluation (coastal model and bridge scour)*	EA	1	760	760	Task includes developing a storm surge model of the project location and surrounding area to determine extreme water levels and current velocities to determine potential scour that may occur. Subtasks include: literature review, existing data analysis, and field recon (120 hours); model development, validation, and production simulations (400 hours); scour and wave force calculations for each alternative (160 hours). Compile Report (40 hours). Meeting support and documentation (40 hours). - Independent QC review (80 hours) is included in line 138. Note that not all subtasks would need to be updated during the design phase, so the model developed under the PD&E phase can be carried forward to support the design phase with relatively minor updates to increase efficiency later in the project lifecycle.
	4.14 Drainage Total				1680	
4.15	Landscaping Analysis *	LS	1	16	16	
4.16	Construction and Right of Way Cost Estimates					
	4.16.1 Construction Cost Estimates *	LS	1	52	52	Assume 28 hrs initial estimate set up, plus 2 updates over course of project @ 12 hrs each
	4.16.2 Right of Way Cost Estimates *	LS	1	24	24	Assume minor right of way impacts.
	4.16 Construction and Right of Way Cost Estimates Total				76	
4.17	Alternatives Evaluation					Ryan Jensen
	4.17.1 Comparative Alternatives Evaluation *	LS	1	80	80	3 Alternatives and a no-build evaluation- 80 hrs
	4.17.2 Selection of Preferred Alternative *	LS	1	24	24	Coordination with TBHI
	4.17.3 Value Engineering *	LS	1	0	0	N/A
	4.17 Alternatives Evaluation Total				104	
4.18	Concept Plans					Ryan Jensen
	4.18.1 Base Map *	Sheet	1	16	16	Creation of Base Map on urban corridor- 16 hrs
	4.18.2 Alternatives Concept Plans *	Sheet	8	32	256	3 alternatives and a no-build option (4 total) @ 32 hrs per roll plot, 2 roadway lighting concept plans @ 32 hrs ea, 2 Aesthetic lighting concept plans @ 32 hrs ea
	4.18.3 Preferred Alternative *	Sheet	1	16	16	Perfered alternative roll plot 16 hrs
	4.18.4 Typical Section Package *	LS	1	72	72	2 Ramp Typicals, 3 Mainline Typicals, 2 @ Grade Typicals. First typical/data sheet/cover sheet for 24 hrs 6 other typicals listed above @ 8 hrs each 24+(6*8) =72 hrs
	4.18.5 Design Exceptions and Design Variations *	EA	1	160	160	2 Variations - 80 hrs 1 Exception- 80 hrs
	4.18 Concept Plans Total				520	
4.19	Transportation Management Plan *	LS	1	24	24	significant considerations during construction for maintaining access
4.20	Risk Management					
	Meeting Materials*	LS	1	0	0	N/A
	Meeting Participation	LS	1	0	0	N/A
	4.20 Risk Management Total				0	
4.21	Engineering Analysis Documentation					
	Draft Engineering Analysis Documentation*	LS	1	220	220	Multiple alternatives, short corridor, moderate issues
	Final Engineering Analysis Documentation *	LS	1	150	150	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	4.21 Engineering Analysis Documentation Total				370	
4.22	Planning Consistency					
	4.22.1 Transportation Plans	LS	1	0	4	Wendy Lasher
	4.22.2 Planning Consistency Form *	LS	1	0	32	Drafting, summitting at required milestones, and updating the form four times throughout PD&E study. Coordination with Town, TPO, and FDOT. Wendy Lasher
	4.22 Planning Consistency Total				36	
4.23	Transit Systems and Service					
	4.23.1 Transit Concepts and Alternatives					Covered under mobility if needed. No engineering assumed.
	Review of Transit Concepts and Alternatives Report (TCAR)	LS	1	0	0	
	Review of Bicycle/Greenway plans	LS	1	0	0	
	Develop Transit Concepts and Alternatives Report *	LS	1	0	0	
	4.23.2 Existing and Planned Transit Infrastructure and Services *	LS	1	0	0	
	4.23.3 Connectivity and Accessibility *	LS	1	0	0	
	4.23.4 Transit Operational Analysis *	LS	1	0	0	
	4.23.5 Ridership and Revenue Estimations					
	Ridership and Revenue Forecasts *	LS	1	0	0	
	Operating and Ridership Sensitivity Testing *	LS	1	0	0	
	Ridership and Revenue Results Documentation *	LS	1	0	0	
	4.23.6 Transit Cost Estimates and Financial Commitments *	LS	1	0	0	
	4.23.7 Proposed Transit Service and Operations Plan *	LS	1	0	0	
	4.23.8 Transit Infrastructure Alternatives *	LS	1	0	0	
	4.23.9 Constructability Review *	LS	1	0	0	
	4.23 Transit Systems, Service, and Design Total				0	
Engineering Analysis and Report Subtotal					5852	
Hours Subject to QC					5696	
	Quality Assurance / Quality Control	LS	%	10%	570	
ENGINEERING ANALYSIS AND REPORT TOTAL HOURS					6422	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Estimator: Andrea Garcia

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
5.1	Sociocultural Effects					
	5.1 Sociocultural Effects Evaluation *	LS	1	60	60	Wendy Lasher (12); Andrea Garcia (8); Todd Engala (24); Robb McGowan (16)
	5.1.1 Social *	LS	1	24	24	Wendy Lasher (16); Alicia Barber (8)
	5.1.2 Economic *	LS	1	16	16	Todd Engala (8); Andrea Garcia (8);
	5.1.3 Land Use Changes *	LS	1	10	10	Todd Engala (10)
	5.1.4 Mobility *	LS	1	24	24	Wendy Lasher (16); Andrea Garcia (4); Ryan Jensen (4)
	Transit Only *	LS	1	4	4	Wendy Lasher (4)
	5.1.5 Aesthetics *	LS	1	24	24	Wendy Lasher (20); Andrea Garcia (4)
	5.1.6 Relocation Potential					
	Review and Impact Determination *	LS	1	8	8	Wendy Lasher (6); Ryan Jensen (2)
	Conceptual Stage Relocation Plan (CSRP) *	LS	1	0	0	Assume not ROW will be acquired and no relocations needed.
	5.1.7 Farmland*	LS	1	0	0	Assume there will be no involvement with farmland.
	5.1 Sociocultural Effects Total				170	
5.2	Cultural Resources					
	5.2.1 Section 4(f) and Concurrent Requirements*					
	Section 4(f) Determination of Applicability *	EA	0	0	0	Assumed no DOA required. Per PD&E Manual Part 2, Chapter 7, Section 7.3.1.2, "Often, it is not difficult to determine if a property is protected by Section 4(f). The proposed "use" and level of Section 4(f) evaluation may likewise be obvious. In these cases, a Section 4(f) Determination of Applicability (DOA) is not necessary."
	Section 4(f) Programmatic Section 4(f) Evaluation and Approval for FHWA Projects that Necessitate the Use of Historic Bridges and documentation *	EA	1	80	80	Programmatic Evaluation and documentation for NRHP-eligible Broad Causeway Bridge (DA10123) (Wendy Lasher - 36; Andrea Garcia - 24; Stephanie Gallagher - 20)
	Section 4(f) "de minimis" documentation *	EA	1	30	30	Section 4(f) "de minimis" documentation for NRHP-eligible Chevron (DA10436) (Wendy Lasher - 15; Andrea Garcia - 7; Stephanie Gallagher - 8)
	Section 4(f) Evaluation *	EA	1	120	120	Evaluation of NRHP-eligible Broad Causeway Bridge (DA10123) and Chevron (DA10436) (Wendy Lasher - 60; Andrea Garcia - 30; Stephanie Gallagher - 30)
	5.2.2 Archaeological and Historic Resources					

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Research Design and Survey Methodology *	LS	1	68	68	The Research Design and Survey Methodology provides the plan to identify and evaluate cultural resources within the area of potential effects (APE). It will establish the direct and indirect (visual impacts) APE. As visual impacts are anticipated to be high within APE, LiDAR analysis will be conducted. List of all previously recorded cultural resources within the APE and the corresponding historic contexts. Establish the potential for unrecorded archaeological sites and historic resources (50 years of age or older that i.e. constructed 1980 or earlier). The survey methodology will also be discussed and approved by the Town of Bay Harbor, Florida Department of Transportation (FDOT) District 6, local governments and State Historic Preservation Officer (SHPO).
	Cultural Resource Assessment Survey (CRAS) *	LS	1	515	515	Research previous documents, review historical aerials and maps. Review Property Appraiser records and search Florida Master Site File Forms (FMSF) file review and prepare maps for field survey (30 hours). Conduct cultural resources field survey (5 days x 2 archaeologist and 2 architectural historian) (160 hours). Prepare draft and final cultural resource assessment survey (CRAS) (75 hours). Total CRAS is 265 hours. If underwater survey is required by the SHPO an additional 250 hours will be needed. Background research (24 hours). Mobilization and demobilization (24 hours). Conduct underwater remote sensing survey (3 days x 3 archaeologist = 72 hours). Data analysis (70 hours). Draft and final Underwater report (60 hours). This report will be incorporated into the final CRAS. For the underwater survey rental equipment is required.
	CRAS Addendum or Technical Memo. for Pond Sites *	LS	1	0	0	
	Determination of Eligibility (DOE) As Required	LS	1	0	0	
	Case Study Report *	LS	1	80	80	The Case Study Report will evaluate and document the project effects. It will include project description, context for evaluating eligible and listed National Register of Historic Places (NRHP) cultural resources, description and analysis of all proposed alternatives, evaluation to effects, proposed minimization/mitigation options. Prepare draft and final Section 106 Case Study Report (80 hours).
	Memorandum of Agreement (MOA) *	LS	1	40	40	The Memorandum of Agreement (MOA) includes the measurements to avoid, minimize or mitigate adverse effects that the undertaking may have on eligible or listed NRHP cultural resources. Akins will prepare a draft MOA for the Town of Bay Harbor, FDOT District 6, local governments and SHPO review and comments.
	Section 106 Consultation Meetings	LS	1	42	42	Virtual Coordination meetings with the Town, FDOT District 6, SHPO, local governments, historic preservation organizations, as applicable.
	Native American Coordination Meeting	LS	1	0	0	
	Section 106 Public Involvement	LS	1	96	96	One Section 106 Meeting (alternatives Public Information Meeting) and one public hearing (2 staff per meeting x 3 days= 48 hours X 2 = 96 hours)
	Florida Master Site File Form*	LS	1	50	50	10 FMSF X 5 hours each (50 hours)
	5.2.3 Recreational Areas and Protected Lands					
	Recreational Areas					
	Section 4(f) Determination of Applicability *	EA	0	0	0	Assumed no DOA required. Per PD&E Manual Part 2, Chapter 7, Section 7.3.1.2, "Often, it is not difficult to determine if a property is protected by Section 4(f). The proposed "use" and level of Section 4(f) evaluation may likewise be obvious. In these cases, a Section 4(f) Determination of Applicability (DOA) is not necessary."
	Section 4(f) "de minimis" documentation *	EA	1	40	40	Based on two resources and includes Section 4(f) No Use Determination, Form No. 650-050-49 and Section 4(f) Exceptions/Exemptions Determination, Form No. 650-050-48 if de minimis is not required by OEM. Wendy Lasher (24); Andrea Garcia (8); Robb McGowan (8)
	Section 4(f) Evaluation *	EA	1	120	120	Based on review and documentation of Tot Lot, Town Parcel, and Florida Circumnavigational Paddling Trail. (Wendy Lasher (70); Andrea Garcia (30); Robb McGowan (20))
	Recreational Areas Not Subject to 4(f) *	EA	0	0	0	
	Protected Lands *	EA	0	0	0	
	5.2 Cultural Resources Total				1281	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
5.3	Natural Resources					
	5.3.1 Wetlands and Other Surface Waters					
	Wetlands and Other Surface Waters - Data Collection	LS	1	1092	1092	<i>Topside Work: Wetland field review and desktop data assessment - Andrew Jungman (8), Jennifer Whitt (4), Larry Skipper (12)</i> <i>Underwater Work: 2023 quantitative benthic survey needed to develop UMAMs. Includes field prep, mobilization, data analysis, and preparation of 2023 Benthic Assessment Technical Memo</i> <i>Ivelis Rodriguez (200), Beth Zimmer (176), Chelsea Trottier (168), Stephen Trbovich (160), Andrew Jungman (160), Larry Skipper (160), Matt Cusack (44)</i> <i>ASSUMPTIONS FOR BENTHIC SURVEY: The labor estimate is based on the quantitative assessment (quadrat data collection) of 3% of the total seagrass acreage within the survey boundary. Using the 2021 FWC GIS data, there are ~6.74 acres of seagrass within the survey limits. This will require approximately 20 work days to complete the estimated 4,050 seagrass quadrats with four divers and two support snorkelers.</i>
	Wetlands and Other Surface Waters - Evaluation *	LS	1	160	160	<i>140 hours for impact analysis - Jennifer Whitt (30), Chelsea Trottier (30), Andrew Jungman (60), Beth Zimmer (20)</i> <i>20 hours for 2022 Benthic Assessment Technical Memo preparation (2022 field work covered under separate task order) - Stephen Trbovich (16), Beth Zimmer (4)</i>
	Conceptual Mitigation *	LS	1	0	0	<i>Based upon the location of the project study area, impacts to SAV and corals from the proposed project are anticipated to be likely. Mitigation opportunities for impacts to SAV within Biscayne Bay are understood to be extremely limited and no mitigation banks are available with seagrass credits. If sufficient existing compensatory mitigation is not available, the CONSULTANT will need to prepare an alternative mitigation report. This would be needed in a future phase and is excluded from this scope of service.</i>
	5.3.2 Essential Fish Habitat					
	Essential Fish Habitat - Data Collection	LS	1	80	80	<i>Includes mapping of coral and hardbottom habitat data to be collected at the same time during the 2023 quantitative benthic survey.</i> <i>Ivelis Rodriguez (20), Beth Zimmer (20), Rainor Gresham (20), Mark Henry (20)</i>
	Essential Fish Habitat Assessment *	LS	1	80	80	<i>EFH habitat assessment will include the assessment of impacts to hardbottom and corals which we are anticipating for this project</i> <i>Jennifer Whitt (16), Chelsea Trottier (20), Andrew Jungman (36), Beth Zimmer (8)</i>
	5.3.3 Protected Species and Habitat					
	Data Collection	LS	1	66	66	<i>Includes desktop GIS analysis and general wildlife surveys, including visual bat survey</i> <i>Jennifer Whitt (10), Andrew Jungman (44), Larry Skipper (12)</i>
	Specific Survey and Consultation	LS	1	0	0	<i>A bat survey will be conducted and is included in ESI staffhours. Includes acoustic and visual surveys as well as reporting.</i>
	Analysis *	LS	1	80	80	<i>Jennifer Whitt (16), Andrew Jungman (34), Chelsea Trottier (10), Beth Zimmer (20)</i>
	Conservation Measures and Mitigation Plan *	LS	1	8	8	<i>Andrew Jungman (8)</i>
	Benthic Survey Technical Memorandum	LS	1	70	70	<i>Beth Zimmer (14), Ivelis Rodriguez (20), Stephen Trbovich (20), and Larry Skipper (16)</i>
	Natural Resource Evaluation (NRE) Report*	LS	1	200	200	<i>Andrew Jungman (120), Chelsea Trottier (40), Jennifer Whitt (10), Beth Zimmer (18), Melanie Calvo (12)</i>
	5.3.4 Water Resources *	LS	1	100	100	
	5.3.5 Wild and Scenic Rivers *	LS	1	0	0	Not applicable
	5.3.6 Floodplains *	LS	1	20	20	Flood plain hours are included with the BHR; this is only writing it into the Environmental Document
	5.3.7 Coastal Zone Consistency *	LS	1	2	2	Wendy Lasher

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	5.3.8 Coastal Barrier Resources *	LS	1	8	8	Wendy Lasher
	5.3.9 Special Designations *	LS	1	0	0	Information included in the NRE

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	5.3.10 Identify Permit Needs *	LS	1	2	2	Andrew Jungman (2)
	5.3 Natural Resources Total				1968	
5.4	Physical Effects					
	5.4.1 Noise					
	Methodology Meeting	LS	1	2	2	Cristina Schoonard
	Data Collection	LS	1	20	20	Cristina Schoonard
	Land Use Field Review	LS	1	26	26	Cristina Schoonard (13) and Fernando Diaz (13); Note that expenses may include: Rental car for field visit, noise meter rental (tentative), hotel stay, food for 1 night.
	Field Measurement and Noise Model Validation *	LS	1	7	7	Cristina Schoonard (4) and Fernando Diaz (3); Note that expenses may include: Rental car for field visit, noise meter rental (tentative), hotel stay, food for 1 night.
	Outdoor Advertising Identification	LS	1	0	0	Not anticipated
	Construction Noise and Vibration Assessment *	LS	1	1	1	Cristina Schoonard
	Analysis and Noise Abatement Evaluation *	EA	1	140	140	Cristina Schoonard
	Noise Study Report *	LS	1	90	90	Cristina Schoonard
	5.4.2 Transit Noise and Vibration Analysis *	LS	1	0	0	Assume the Noise Study will include transit noise from the shuttle bus which runs at 1.5 hour headways.
	5.4.3 Air Quality (optional if in attainment)					
	Data Collection	LS	1	6	6	Cristina Schoonard (6)
	Screening Analysis *	LS	1	12	12	Cristina Schoonard (12)
	Air Quality Modeling *	LS	1	0	0	Assumes no modeling will be needed for the project.
	Air Quality Technical Memorandum *	LS	1	20	20	Cristina Schoonard (20)
	Mobile Air Toxics Analysis *	LS	1	0	0	Assume no Mobile Air Toxics Analysis will be needed.
	5.4.4 Construction *	LS	1	16	16	Wendy Lasher (6); Andrea Garcia (6); David Konz (4)
	5.4.5 Contamination					
	Field Data	LS	1	16	16	Assumes up to 5 sites, no offsite ponds (Brad Bayne = 4 hours), (Mark Henry =12 hours)
	Analysis and Report *	LS	1	80	80	Assumes Project Programming Summary Screen Report will be available (Brad Bayne= 46 hours) (Cristina Schoonard = 30 hours) (Leah Paulsen = 4 hours)
	5.4 Physical Effects Total				436	
5.5	Cumulative Effects Evaluation *	EA	0	0	0	Not applicable for an EA.
5.6	Project Commitments Record *	LS	1	24	24	Andrea Garcia (24)
Environmental Analysis and Report Subtotal					3879	
Hours Subject to QC					2363	
	Quality Assurance / Quality Control	LS	%	10%	236	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					4115	

Exhibit B1:
PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Estimator: Wendy Lasher

Broad Causeway Drawbridge (Br.875101) Replacement PD&E
TBHI BC-160

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
6	Environmental Document					
	<i>Categorical Exclusion Type 2 *</i>	LS	1	0	0	N/A
	<i>Environmental Assessment *</i>	LS	1	380	380	High complexity based on numer of alternatives. Coordination and reviews by the Town, FDOT District 6, and OEM as the Lead Agency and USCG as a Cooperating Agency. Wendy Lasher (170); Alicia Barber (40); Andrea Garcia (130); Robb McGowann (40)
	<i>Finding of No Significant Impact (FONSI) *</i>	LS	1	60	60	High complexity based on coordination and reviews by the Town, FDOT District 6, and OEM as the Lead Agency and USCG as a Cooperating Agency. Wendy Lasher (20); Andrea Garcia (32); Robb McGowann (8)
	<i>Draft Environmental Impact Statement (DEIS) *</i>	LS	1	0	0	N/A
	<i>Final Environmental Impact Statement (FEIS) *</i>	LS	1	0	0	N/A
	<i>Record of Decision (ROD) *</i>	LS	1	0	0	N/A
	<i>Combined FEIS/ROD *</i>	LS	1	0	0	N/A
	<i>State Environmental Impact Report (SEIR) *</i>	LS	1	0	0	N/A
Environmental Document Subtotal					440	
Hours Subject to QC					440	
	Quality Assurance / Quality Control	LS	%	10%	44	
ENVIRONMENTAL DOCUMENT TOTAL HOURS					484	

Exhibit B1: Project Activity 4: Roadway Analysis

Name of Consultant:

Atkins

Broad Causeway Drawbridge (Br.875101) Replacement PD&E
TBHI BC-160

Activity No.	Activity	Project Staff Hours													Total Hours
		Atkins	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	
3	Project Common and General Tasks	0													0
4	Roadway Analysis	851													851
5	Roadway Plans	639													639
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
7	Utilities	0													0
8	Env. Permits and Env. Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	2100													2100
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	84													84
14	Structural Steel Bridge	236													236
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	72													72
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	0													0
20	Signing & Pavement Marking Plans	0													0
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Analysis	84													84
26	Landscape Plans	0													0
27	Survey - Field and Office Support	0													0
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0

Exhibit B1: Project Activity 4: Roadway Analysis

36	3D Modeling	336													336
Project Total		4,402	0	0	0	0	0	0	0	0	0	0	0	0	4,402
27	Survey Field Crew Days	0													0

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: Joe Garrity

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District	Town of Harbor Island	
Consultant Name	ATKINS	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	See PDE Hours
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	86	86	Assume 4 designs. 50 hours setup and 1st design plus 3 additional designs x 12 hours each = 86 hours.
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	235	235	See table to the right for calculations.
4.6	Access Management	LS	1	0	0	See PDE Hours
4.7	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.8	Cross Section Design Files	LS	1	0	0	See Tab 36.
4.9	Temporary Traffic Control Plan Analysis	LS	1	190	190	Assume Level 3 100 hours. Add Ons: Cross sections: Analysis and development of TTCP cross sections, including any temporary profiles, criteria development, etc. (LS) 60 hours per mile per phase based on 100 ft. cross section spacing. Assume 1.5 miles for mainline connections and frontage roads. = 90
4.10	Master TTCP Design Files	LS	1	120	120	Mainline 2 Phases 40 hours/phase + 40 hours to cover frontage road phasing.
4.11a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.11b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.11c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A
4.12	Tree Dispostion Plan	LS	1	0	0	N/A

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.13	Design Variations and Exceptions	LS	1	0	0	See PDE Hours
4.14	Design Report	LS	1	60	60	
4.15	Roadway Quantities for EQ Report	Length (Miles)	0.00	Calculated Hours 0	0	
		Complexity				
		Interchanges Rest Areas	0			
4.16	TTCP Quantities for EQ Report	Complexity		Calculated Hours 0	0	
		Major Phases	0			
4.17	Cost Estimate	LS	2	16	32	Assume 2 Estimates at 16 hours Each.
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					723	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	7%	51	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	36	
Roadway Analysis Nontechnical Subtotal					87	
4.26	Coordination	LS	%	5%	41	
4. Roadway Analysis Total					851	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 4.21

Carries to Tab 3

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: Joe Garrity

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing		Print Name	Signature / Date
FDOT District		Town of Harbor Island	
Consultant Name		ATKINS	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	2	8	16	Roll Plott and 11 x 17 Sheets.
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	6	10	60	Mainline (2)/Ramp/Frontage Road (2)/Trail = 6
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	1	8	8	
5.4	Project Layout		Sheet	1	10	10	
5.5	Plan/Profile Sheet (Roll Plot 100 Scale)		Sheet	1	40	40	
5.6	Profile Sheet		Sheet	0	0	0	
5.7	Plan Sheet		Sheet	0	0	0	
5.8	Special Profile		Sheet	4	16	64	Ramp Frontage Road and Trail Profiles. Plan view shown on Mainline Roll Plot.
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	2	12	24	2 intersections - 30% Detail.
5.13	Special Details		EA	0	0	0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	168	0.5	84	
5.17	Temporary Traffic Control Plan Sheets Roll Plots		Sheet	4	24	96	Two Mainline Phases and 2 Subphases for Frontage Roads
5.18	Temporary Traffic Control Cross Section Sheets		EA	84	0.5	42	Assume half of sections required.
5.19	Temporary Traffic Control Detail Sheets		Sheet	2	24	48	Assume 2 Detour Plans.
5.20	Utility Adjustment Sheets		Sheet	19	4	76	
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	1	1	1	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	1	1	
Roadway Plans Technical Subtotal						570	
5.26	Quality Assurance/Quality Control		LS	%	7%	40	
5.27	Supervision		LS	%	5%	29	
5. Roadway Plans Total						639	

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: David Konz

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

Bridge Identifier (Number or Name): 875101 Broad Causeway Bridge

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirement							
10.1	Bridge Geometry	LS	1	120		120	
10.2	Ship Impact Data Collection	LS	1	0		0	Covered under 4.13.4
10.3	Ship Impact Criteria	EA	0	0		0	Covered under 4.13.4
Superstructure Alternatives							
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	
10.5	Medium Span Concrete Bridge	EA ALT	3	32		96	Recirculation bridge on Causeway island
10.6	Long Span Concrete Bridge	EA ALT	3	120		360	Main water crossing includes precast girders, continuous pre/post-tensioned, and longitudinal analysis required, 3-D. Structure has multiple different continuous units.
10.7	Structural Steel Bridge	EA ALT	1	120		120	
Foundation & Substructure Alternatives							
10.8	Pier/Bent	EA Type	3	60		180	Includes defining geometric configuration of piers, preliminary design and determination of foundation loads (top of footing up) with stability analysis to consider significant scour and/or ship impact.
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	NA
10.10	Deep Foundations	EA Foundation Evaluated	4	40		160	Recirculation Bridge is PPC piles. ICW crossion will determine cap size and configuration for PPC piles, drilled shafts, fixed-end PPC. Excludes steel H & pipe piles, concrete cylinder piles. Consider stability analysis due to significant scour and/or ship impact.
Movable Span							
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	1	0		0	
10.18	Drive Power Calculations	LS	1	0		0	
10.19	Drive System Development	LS	1	0		0	
10.20	Power and Control Development	LS	1	0		0	
10.21	Conceptual Pier Design	LS	1	0		0	
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	
10.23	Tender Visibility Study	LS	1	0		0	
Other BDR Issues							
10.24	Aesthetics	LS	1	40		40	
10.25	TTCP/Staged Construction Requirements	LS	1	80		80	
10.26	Constructibility Requirements	LS	1	32		32	
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	
10.28	Quantity and Cost Estimates	EA ALT	3	60		180	
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	80		80	
Report Preparation							
10.31	Exhibits	EA SHEET	14	32		448	Plan & Elevation, Typical Bridge Section, TTCP staging, aesthetics treatment, special details, Superstructure and Substructure Sections (7 exhibits) for two (2) top Alternatives.
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	Prepare report figures including GP&E, Section, Clearance Diagram, Framing Plan, Drive Layout, Pier Plan Below Deck, Visibility Study, construction sequence. Low range: rectangular pier; High range: four leaf with skewed piers, phase construction
10.33	Report Preparation	LS	1	180		180	Writing and editing report. Low range - short span rural, no construction phasing. Mid range - Typical overpass. High range - major/complex urban interchange, etc.
10.34	Report Preparation - Movable Span	LS	1	0		0	Prepare report text. Low range: rectangular pier and open deck; High range: skewed pier with closed deck.
10.35	BDR Submittal Package	LS	1	24		24	Assemble checklist appendices to report. (Item used one time per project)
10. Structures - Bridge Development Report Total						2100	
When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.							

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: David Konz

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

Bridge Identifier (Number or Name): Recirculation Bridge (Single Span ~100')

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	2	12	2	24	
13.4	Construction Staging	Sheet	3	12	3	36	
13.5	Approach Slab Plan and Details	Sheet	2	0	2	0	Aesthetic Details
13.6	Miscellaneous Details	Sheet	0	0	0	0	
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	2	8	2	16	
13.11	End Bent Details	Sheet	0	0	0	0	
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
Pier Design and Plans							

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	0	0	0	0	
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	0	0		0	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
13.27	Diaphragm Design	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	0	0	0	0	
13.29	Superstructure Section	Sheet	1	8	1	8	
13.30	Miscellaneous Superstructure Details	Sheet	0	0	0	0	
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
Continuous Concrete Girder Design							
13.32	Section Properties	LS	1	0		0	
13.33	Material Properties	LS	1	0		0	
13.34	Construction Sequence	EA Unit	0	0		0	
13.35	Tendon Layouts	EA Unit	0	0		0	
13.36	Live Load Analysis	EA Unit	0	0		0	
13.37	Temperature Gradient	EA Unit	0	0		0	
13.38	Time Dependent Analysis	EA Unit	0	0		0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.39	Stress Summary	EA Unit	0	0		0	
13.40	Ultimate Moments	EA Unit	0	0		0	
13.41	Ultimate Shear	EA Unit	0	0		0	
13.42	Construction Loading	EA Unit	0	0		0	
13.43	Framing Plan	Sheet	0	0	0	0	
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	
13.45	Girder Details	Sheet	0	0	0	0	
13.46	Erection Sequence	Sheet	0	0	0	0	
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	0	0		0	
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	
13.51	Framing Plan	Sheet	0	0	0	0	
Beam Stability							
13.52	Beam/girder stability	EA Unit	0	0		0	
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
Load Rating							
13.55	Load Ratings	Per Beam	0	0		0	
13. Structures - Medium Span Concrete Bridge Total					10	84	

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: David Konz

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

Bridge Identifier (Number or Name): Main Causeway Bridge

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
14.1	Overall Bridge Final Geometry	LS	1	0		0	
14.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
14.3	General Plan and Elevation	Sheet	4	12	4	48	
14.4	Construction Staging	Sheet	3	12	3	36	
14.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
14.6	Miscellaneous Details	Sheet	2	0	2	0	Aesthetic Details
End Bent Design and Plans							
14.7	End Bent Geometry	EA Bent	0	0		0	
14.8	Wingwall Design and Geometry	EA Bent	0	0		0	
14.9	End Bent Structural Design	EA Design	0	0		0	
14.10	End Bent Plan and Elevation	Sheet	2	8	2	16	
14.11	End Bent Details	Sheet	0	0	0	0	
Intermediate Bent Design and Plans							
14.12	Bent Geometry	EA bent	0	0		0	
14.13	Bent Stability Analysis	EA design	0	0		0	
14.14	Bent Structural Design	EA design	0	0		0	
14.15	Bent Plan and Elevation	Sheet	0	0	0	0	
14.16	Bent Details	Sheet	0	0	0	0	
Pier Design and Plans							

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.17	Pier Geometry	EA pier	0	0		0	
14.18	Pier Stability Analysis	EA design	0	0		0	
14.19	Pier Structural Design	EA design	0	0		0	
14.20	Pier Plan and Elevation	Sheet	2	12	2	24	
14.21	Pier Details	Sheet	2	12	2	24	SUP split ramp
Miscellaneous Substructure Design and Plans							
14.22	Foundation Layout	Sheet	6	12	6	72	
Superstructure Deck Design and Plans							
14.23	Finish Grade Elevation (FGE) Calculation	LS	1	0		0	
14.24	Finish Grade Elevations	Sheet	0	0	0	0	
14.25	Bridge Deck Design	EA section	0	0		0	
14.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
14.27	Superstructure Plan	Sheet	0	0	0	0	
14.28	Superstructure Section	Sheet	2	8	2	16	Typical. SUP Split section
14.29	Miscellaneous Bridge Deck Details	Sheet	0	0	0	0	
Reinforcing Bar Lists							
14.30	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
Structural Steel Plate Girder Design							
14.31	Unit Modeling	EA Unit	0	0		0	
14.32	Section Design	EA Unit	0	0		0	
14.33	Stiffener Design and Locations	EA Unit	0	0		0	
14.34	Cross-Frame Design	EA Unit	0	0		0	
14.35	Connections	EA Unit	0	0		0	
14.36	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	0	0		0	
14.37	Splice Design	EA Unit	0	0		0	
14.38	Shear Stud Connectors	EA Unit	0	0		0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.39	Deflection Analysis	EA Unit	0	0		0	
14.40	Framing Plan	Sheet	0	0	0	0	
14.41	Girder Elevation	Sheet	0	0	0	0	
14.42	Structural Steel Details	Sheet	0	0	0	0	
14.43	Splice Details	Sheet	0	0	0	0	
14.44	Girder Deflections and Camber	Sheet	0	0	0	0	
Structural Steel Box Girder Design							
14.45	Unit Modeling	EA Unit	0	0		0	
14.46	Section Design	EA Unit	0	0		0	
14.47	Stiffener Design and Locations	EA Unit	0	0		0	
14.48	Interior Cross-Frame Design	EA Unit	0	0		0	
14.49	Exterior Cross-Frame Design	EA Unit	0	0		0	
14.50	Connections	EA Unit	0	0		0	
14.51	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	0	0		0	
14.52	Splice Design	EA Unit	0	0		0	
14.53	Shear Stud Connectors	EA Unit	0	0		0	
14.54	Deflection Analysis	EA Unit	0	0		0	
14.55	Framing Plan	Sheet	0	0	0	0	
14.56	Girder Elevation	Sheet	0	0	0	0	
14.57	Structural Steel Details	Sheet	0	0	0	0	
14.58	Splice Details	Sheet	0	0	0	0	
14.59	Girder Deflections and Camber	Sheet	0	0	0	0	
Erection Scheme							
14.60	Erection scheme analysis	EA Critical Stage	0	0		0	
14.61	Erection scheme	Sheet	0	0	0	0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Load Rating						
14.62	Load Rating	EA Unit	0	0		0	
14. Structures - Structural Steel Bridge Total					23	236	

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: David Konz

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirements							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	0	0		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	6	12	6	72	
17.6	Details	Sheet	0	0	0	0	
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
Cast-in-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Exhibit B1: Project Activity 4: Roadway Analysis

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
17. Structures - Retaining Walls Total					6	72	

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator:

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	0	0	
25.2	Site Inventory and Analysis					
25.2a	Selective Clearing and Grubbing Site Inventory	LS	1	0	0	
25.2b	Inventory and Analysis	LS	1	0	0	
25.2c	Vegetation Disposition Plan					
25.2c1	Vegetation Disposition Plan- Mainline	Per mainline mile	0	0	0	
25.2c2	Vegetation Disposition Plan- Interchange	Per interchange	0	0	0	
25.3	Planting Design					
25.3a	Conceptual Planting Design					
25.3a1	Report Preparation	LS	1	0	0	
25.3a2	Mainline	Per mainline mile	0	0	0	
25.3a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	
25.3a4	Toll Plazas	EA	0	0	0	
25.3b	Final Planting Design					
25.3b1	Master Design File Creation	LS	1	0	0	
25.3b2	Mainline	Per mainline mile	0	0	0	
25.3b3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	

Exhibit B1: Project Activity 4: Roadway Analysis

25.3b4	Toll Plazas	EA	0	0	0	
25.4	Irrigation Design					
25.4a	Conceptual Irrigation Design					
25.4a1	Feasibility Report	LS	1	0	0	
25.4a2	Mainline	Per mainline mile	0	0	0	
25.4a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	
25.4a4	Toll Plazas	EA	0	0	0	
25.4b	Final Irrigation Design					
25.4b1	Mainline	Per mainline mile	0	0	0	
25.4b2	Interchanges, Intersections, and Rest Areas	EA	0	0	0	
25.4b3	Toll Plazas	EA	0	0	0	
25.5	Hardscape Design					
25.5a	Conceptual Hardscape Design	Per mainline mile	0	0	0	
26.5b	Final Hardscape Design	Per mainline mile	0	0	0	
25.6	Roll Plots	EA	0	0	0	
25.7	Landscape Quantities for EQ Report	Project Complexity		Calculated Hours 0	0	
25.8	Cost Estimates	LS	1	0	0	
25.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
25.10	Inspection Services	LS	1	0	0	
25.11	Other Landscape Services	LS	1	60	60	Landscape Opportunity Plan. Use Preferred option basemap plans.
25.12	Outdoor Advertising	EA	0	0	0	
Landscape Analysis Technical Subtotal					60	
25.14	Field Reviews	LS	1	8	8	

Exhibit B1: Project Activity 4: Roadway Analysis

25.15	Technical Meetings / Public Meetings	LS	1	8	8	Meetings are listed below
25.16	Quality Assurance/Quality Control	LS	%	5%	3	
25.17	Independent Peer Review	LS	%	0%	0	
25.18	Supervision	LS	%	5%	3	
Landscape Analysis Nontechnical Subtotal					22	

Exhibit B1: Project Activity 4: Roadway Analysis

25.19	Project Coordination	LS	%	3%	2	
25.20	Interdisciplinary Coordination	LS	%	0%	0	
25. Landscape Analysis Total					84	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	0	0	0			0
Maintaining Agency (cities, counties)	EA	0	0	0			0
Utility Owners	EA	0	0	0			0
Local Agency for Tree Removal	EA	0	0	0			0
Local Citizen Group(s)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	1	8	8	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 25.14

Carries to Tab 3

Exhibit B1: Project Activity 4: Roadway Analysis

Estimator: Joe Garrity

Broad Causeway Drawbridge (Br.875101) Replacement PD&E

TBHI BC-160

Representing	Print Name	Signature / Date
FDOT District	Town of Harbor Island	
Consultant Name	ATKINS	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	1	288	288	Existing Features Modelig 60 Hours x 3.2. Proposed 30 hours per Mile x 3.2 miles.
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	0	0	0	
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	0	0	0	
36.4	Final 3D Design Model	Alignment / Corridor Mile	0	0	0	
36.5	Cross Section Design Files	LS	1	0	0	
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
3D Modeling Technical Subtotal					288	
36.7	Quality Assurance/Quality Control	LS	%	7%	20	
36.8	Supervision	LS	%	5%	14	
36.9	Coordination	LS	%	5%	14	
3D Modeling Total					336	

	Task	Brief Description	Anticipated NTE Fee	Anticipated Fiscal Year (Actual NTP)
1	Start-Up Services	Immediate NTE services to address urgent issues such as EDTM and Local Agency Program (LAP) assistance, initial grant research, project activities, TA development, and budget and schedule refinement.	\$500,000	FY 2022 (7/18/22)
2	Y1 PD&E and Concept Design Services	Y1 PD&E Services, including preliminary Concept Design, PI, and other sub-consultant services	\$2,300,000	FY 2023 (11/04/22)
3	Y2 PD&E and Concept Design Services	Continuation of PD&E and Concept Design, PI, and other sub-consultant services	\$2,847,254	FY 2024
4	30% Design, Permitting, and ROW Services	Data collection services in support of final design, 30% Design, PI, Permitting, Grant management, ROW, and other related services	\$6,000,000	FY 2025
5	60% Design and Permitting Services	30-60% Design services, PI, Permitting services	\$5,000,000	FY 2026
6	Final Design and Re-evaluation	60-100% design, PI, Construction re-eval required after 100% design is complete and prior to construction phase (cannot overlap design nor construction).	\$4,000,000	FY 2027
7	Procurement Services and Construction Support	Pre-construction "Bid Phase" services, PI, post-design technical support (RFIs, shop drawings, NDCs, etc.)	TBD	FY 2028 FY 2029 FY 2030
8	Construction and Inspection (CEI)	Construction Phase Services	TBD	FY 2028 FY 2029 FY 2030

The anticipated Task Assignments above are preliminary. Individual Task Assignment may vary in number, size or timing. Funding, regulatory input, and decisions concerning design approach, procurement method and overall scheduling can impact the anticipated Task Assignments. As such, the more specific details of the scope and fees in the Task assignment will govern and the below is recognized as preliminary.

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Exclusions: Post-design Services, CEI, Contract Administration

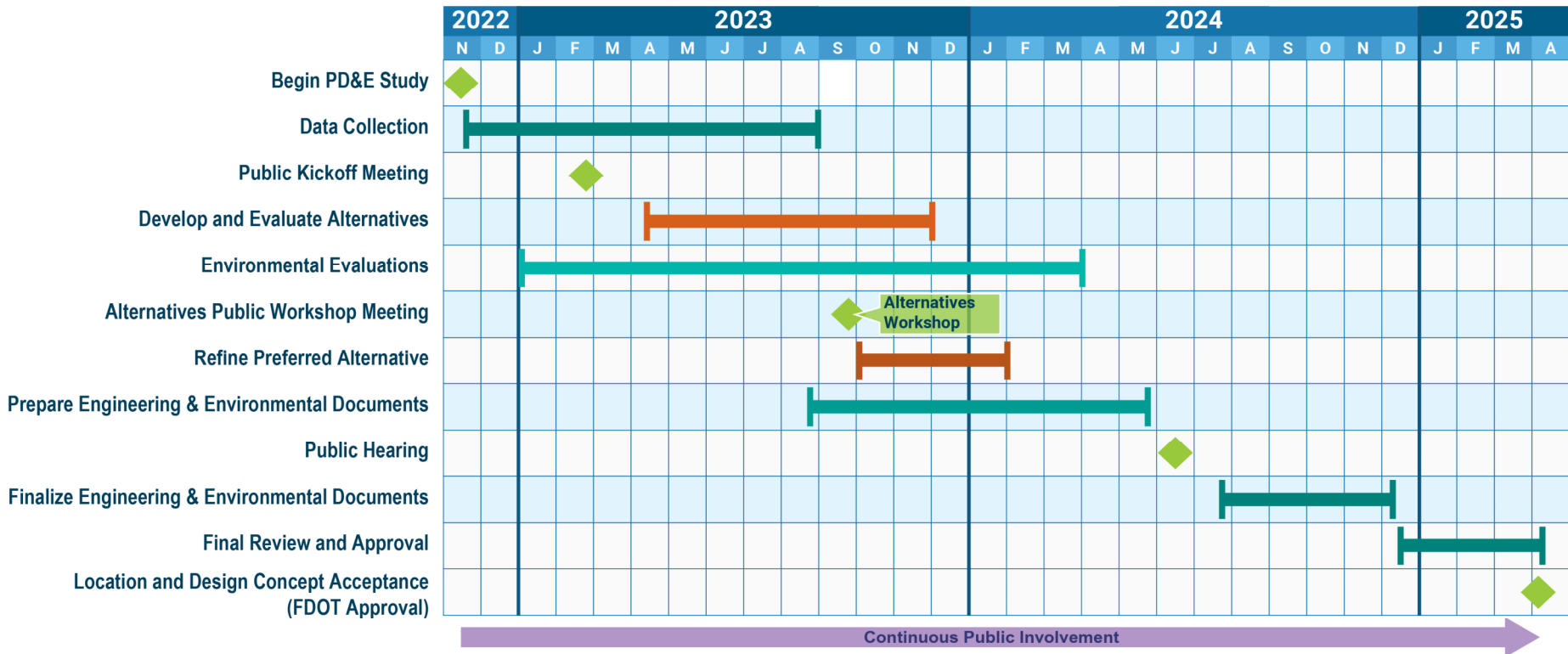
Optional Services	
Water and Sewer Design	\$ 250,000.00
Project Letting Support Services	\$ 100,000.00
SUE - Level A Locates	\$ 50,000.00
Miscellaneous Surveys	\$ 50,000.00
Additional Tech. Special Provisions or Modified Special Provisions	\$ 10,000.00
Totals	\$ 460,000.00

SALARY RELATED COSTS:					\$9,853,980.61
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		2.00%			\$197,079.61
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
SUBTOTAL ESTIMATED FEE:					\$10,051,060.22
Subconsultant: MRG					\$41,926.32
Subconsultant: FR Aleman					\$0.00
Subconsultant: AREHNA					\$563,942.50
Subconsultant: APTIM					\$21,698.00
Subconsultant: WSP					\$305,030.58
Subconsultant: Sub 6					\$0.00
Subconsultant: Sub 7					\$0.00
Subconsultant: Sub 8					\$0.00
Subconsultant: Sub 9					\$0.00
Subconsultant: Sub 10					\$0.00
Subconsultant: Sub 11					\$0.00
Subconsultant: Sub 12					\$0.00
SUBTOTAL ESTIMATED FEE:					\$10,983,657.62
Geotechnical Field and Lab Testing - Included in Geotech Fees.					\$0.00
SUBTOTAL ESTIMATED FEE:					\$10,983,657.62
Permit Fees					\$8,000.00
Optional Services					\$460,000.00
SUBTOTAL ESTIMATED FEE:					\$11,451,657.62
Escalation 9% - 3% per year to midpoint of services.					\$1,030,649.19
GRAND TOTAL ESTIMATED FEE:					\$12,482,306.81
Contingencies					\$2,496,461.36
GRAND TOTAL ESTIMATED FEE:					\$14,978,768.17

Preliminary

11/17/2022 8:54:19 AM

What Are the Next Steps and PD&E Schedule?



Project Schedule

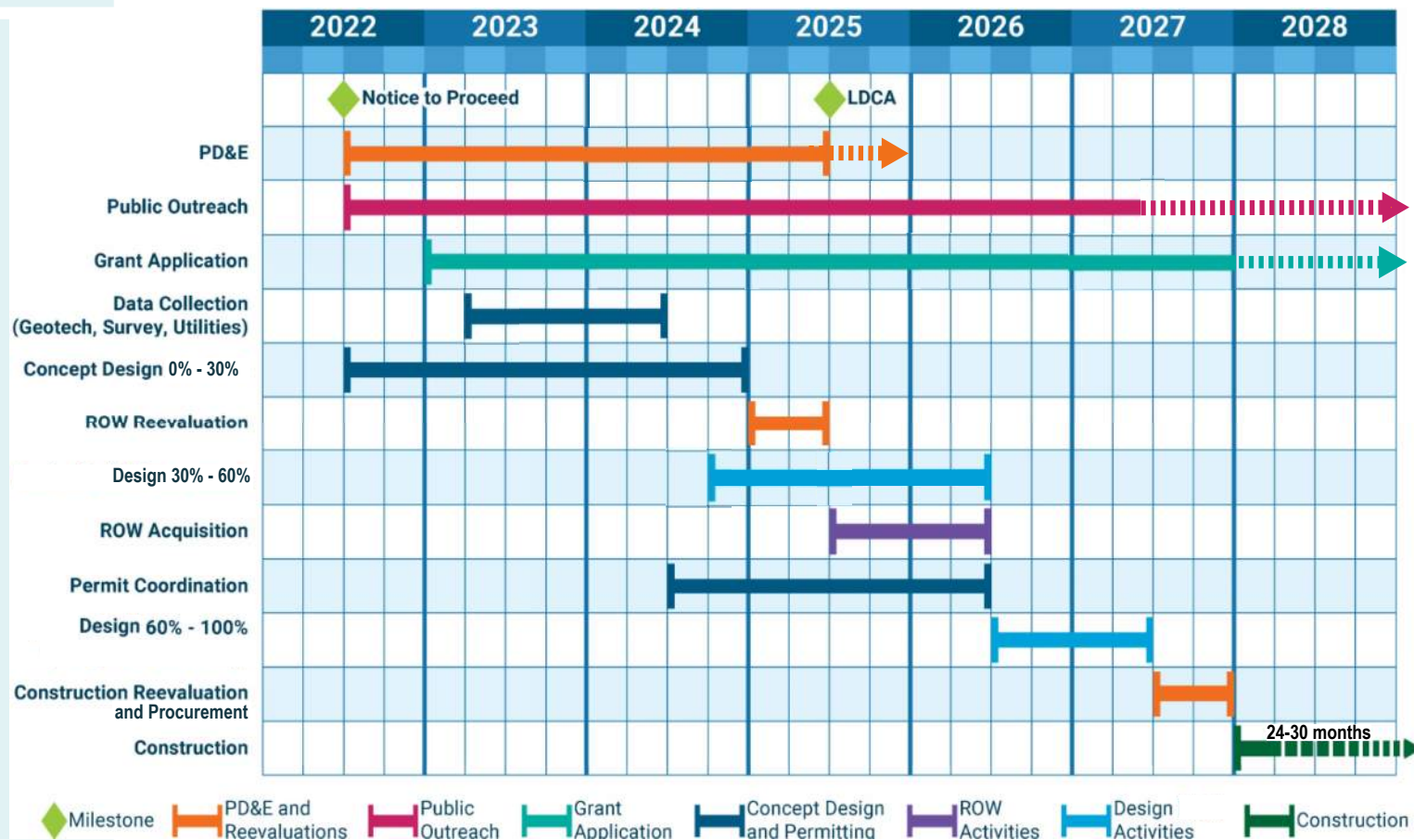


Control Project Schedule and Budget

2 and 4-week Look-aheads on Critical Path

Acceleration options

- ❖ Advance portions to 60% (begin permit clock)
- ❖ Consider DB



AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Sections 20-5 and 20-6 of the Town Code to increase the monthly rate for water service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

DESCRIPTION:

Miami-Dade County has given its intention to increase its wholesale water and sewer rates. The town purchases water directly from the County and the sewage is pumped by Miami Beach to the County's system. We propose increasing the water consumption fee at the same percentage of Dade County which is 9.64% in order to pass through our increased costs.

PREVIOUS MEETING VOTE:

Council Member Stephanie Bruder - Yes
Council Member Teri D'Amico - Absent
Council Member Molly Diallo - Yes
Council Member Isaac Salver - Yes
Council Member Robert Yaffe - Yes
Vice Mayor Joshua Fuller - Yes
Mayor Elizabeth Tricoche - Yes

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The Town is increasing the water consumption fee at the same percentage of Dade County, which is 9.64%, in order to pass through our increased costs. The increase will generate an estimated \$1.46M in revenue. The revenue will go towards Operating, Personnel, and Capital Expenditures.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Ordinance - Water Rate Increase - 9-21-2023
2.	Utility Rate Increase FY 2023-24 (exhibit)

3.	IO 4-110 FY 2023-24 Schedule of Rates
4.	WASDA Water Rates - 2022 True-up and 2024 Wholesale Rate Presentation 7-10 -2023 FINAL

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO \$5.48 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO \$25.49; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its water from Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 9.64% for water services in its preliminary budget; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase water and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, it is necessary for the Town of Bay Harbor Islands to increase the rates which it charges for water services because of higher operating costs.

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

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Section 20-5 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

The charges for water service in the Town shall be at the rate of ~~five dollars (\$5.00)~~ \$5.48 per one thousand (1,000) gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resources Management Department's water protection and utility regulation program.

Section 3. Section 20-6 of the Code of the Town of Bay Harbor Islands is hereby amended as follows:

There shall be a minimum water service charge for each water meter in the amount of ~~\$23.25~~ \$25.49.

Section 4. **Severability**

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Inclusion in the Code**

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 6. Repeal of Ordinances in Conflict

All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 7. **Effective Date**

This Ordinance shall be effective for all billings rendered after November 1, 2023.

PASSED on First Reading this 27th day of September 2023.

PASSED AND ADOPTED on Second Reading this 11th day of October 2023.

By: _____
Elizabeth Tricoche, Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder
LLP Town Attorneys

By: Joseph S. Geller, Esq.



TOWN OF BAY HARBOR ISLANDS, FL FY 2023-24 Utility Rates

WATER UTILITY SERVICE RATE 9.64% PASS THROUGH INCREASE

All Users (Residential & Non-Residential)

The charges for water service are increasing to a rate of five dollars and forty-eight cents \$5.48 per 1,000 thousand gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resource Management Department's water and utility regulation program.

The minimum water service charge for each water meter is increasing to the amount of twenty five dollars and forty nine cents \$25.49.

Water Meter Size	FY 2023 Minimum Charge	FY 2024 Minimum Charge	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 9.64% Rate for Consumption 1 Kgal
1 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
1.5 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
2 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
3 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
4 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48

SEWER UTILITY SERVICE RATE 5.17% PASS-THROUGH INCREASE

Residential Users and Non-Residential Users

Sewer charges based upon water usage (excluding water usage through meters used exclusively for irrigation) are increasing to a rate of nine dollars and twenty five cents \$9.25 per 1,000 thousand gallons.

In addition, the monthly base charges will increase as follows:

Residential Users

Water Meter Size	FY 2023 Base Charge	FY 2024 Base Charge	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 5.17% Rate for Consumption 1Kgal
1 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
1.5 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
2 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
3 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
4 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25

Non-Residential Users

Water Meter Size	FY 2023 ADOPTED Base Rate	FY 2024 PROPOSED Base Rate	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 5.17% Rate for Consumption 1Kgal
1 inch	\$ 96	\$ 101	\$ 8.80	\$ 9.25
1.5 inch	\$ 192	\$ 202	\$ 8.80	\$ 9.25
2 inch	\$ 308	\$ 323	\$ 8.80	\$ 9.25
3 inch	\$ 577	\$ 606	\$ 8.80	\$ 9.25
4 inch	\$ 874	\$ 918	\$ 8.80	\$ 9.25



TOWN OF BAY HARBOR ISLANDS, FL FY 2023-24 Proposed Utility Rate Increase

Bill Comparison based on a 1" Water Meter:

Single Family Home 6,000 Gallons Bill			6 Unit Multi-Family Bldg 6,000 Gallons Bill			Commercial Unit 6,000 Gallons Bill with 96 Gallon Container		
Monthly Bill	Residential Users and Non-	Rate Increase	Monthly Bill	Current Rates	Rate Increase	Monthly Bill	Current Rates	Rate Increase
Water Consumption	\$ 30.00	\$ 32.89	Water Consumption	\$ 30.00	\$ 32.89	Water Consumption	\$ 30.00	\$ 32.89
Sewer Base	\$ 23.00	\$ 24.19	Sewer Base	\$ 138.00	\$ 145.13	Sewer Base	\$ 96.00	\$ 101.00
Sewer Consumption	\$ 52.80	\$ 55.53	Sewer Consumption	\$ 52.80	\$ 55.53	Sewer Consumption	\$ 52.80	\$ 55.53
Derm Fee *	\$ 6.35	\$ 6.76	Derm Fee *	\$ 13.25	\$ 14.01	Derm Fee *	\$ 10.73	\$ 11.37
Solid Waste	\$ 23.00	\$ 23.00	Solid Waste	\$ 120.00	\$ 120.00	Solid Waste	\$ 146.00	\$ 146.00
Stormwater	\$ 15.00	\$ 15.00	Stormwater	\$ 90.00	\$ 90.00	Stormwater	\$ 135.00	\$ 135.00
Total Bill	\$ 150.15	\$ 157.37	Total Bill	\$ 444.05	\$ 457.57	Total Bill	\$ 470.53	\$ 481.79
Overall Monthly Increase \$ 7.22			Overall Monthly Increase \$ 13.52			Overall Monthly Increase \$ 11.26		
Overall Monthly Avg. Increase for 6,000 Gallon Consumption 4.8%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 3.0%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 2.4%		

●9.64% monthly rate increase for water service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

●5.17% monthly rate increase for sewer service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

RESIDENTIAL CUSTOMER

WATER
Monthly

Effective
October 1, 2023

Meter Charge:	Monthly Charge
Meter Size	
5/8" plus 2,244 gallons (3ccf)	\$4.61
1" plus 2,244 gallons (3ccf)	\$15.01
1.5" plus 2,244 gallons (3ccf)	\$29.02
2" plus 2,244 gallons (3ccf)	\$45.82
3" plus 2,244 gallons (3ccf)	\$90.67
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
4 to 17 ccf	\$3.7367
18 ccf and over	\$9.0386
Usage per 1,000 gallons:	
2,245 to 12,716 gallons	\$4.9955
12,717 gallons and over	\$12.0838

Quarterly

Meter Charge:	Quarterly Charge
Meter Size:	
5/8" plus 6,732 gallons (9ccf)	\$13.83
1" plus 6,732 gallons (9ccf)	\$45.03
1.5" plus 6,732 gallons (9ccf)	\$87.06
2" plus 6,732 gallons (9ccf)	\$137.46
3" plus 6,732 gallons (9ccf)	\$272.01
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
10 to 51 ccf	\$3.7367
52 ccf and over	\$9.0386
Usage per 1,000 gallons:	
6,733 to 38,148 gallons	\$4.9955
38,149 gallons and over	\$12.0838

Note: 100 cubic feet (ccf) equals 748 gallons

Residential: any single-family or duplex property that is used solely and entirely for residential purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

MULTI-FAMILY DWELLINGS (MFD)

WATER
Monthly

Effective
October 1, 2023

Meter Charge: applied per unit	Monthly Charge
Meter Sizes 5/8" to 16" plus 2,244 gallons (3ccf):	\$4.61
Flow Rate All Usage Per Unit:	Monthly Charge
Usage per 100 cubic feet (ccf):	
4 ccf and over	\$4.7964
Usage per 1,000 gallons:	
2,245 gallons and over	\$6.4123

Quarterly

Meter Charge: applied per unit	Quarterly Charge
Meter Sizes 5/8" to 16" plus 6,732 gallons (9ccf):	\$13.83
Flow Rate All Usage Per Unit:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
10 ccf and over	\$4.7964
Usage per 1,000 gallons:	
6,733 gallons and over	\$6.4123

Note: 100 cubic feet (ccf) equals 748 gallons

Multi-family:-any property with three (3) or more units served by a common meter that is used solely and entirely for residential purposes, including amenities

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

MIXED-USE BUILDINGS

WATER
Monthly

Effective
October 1, 2023

Meter Charge: applied per billing unit	Monthly Charge
5/8" to 1.5" plus 2,244 gallons (3ccf)	\$10.78
2" plus 2,244 gallons (3ccf)	\$13.20
3" plus 2,244 gallons (3ccf)	\$21.10
4" to 6" plus 2,244 gallons (3ccf)	\$22.90
8" plus 2,244 gallons (3ccf)	\$24.71
10" plus 2,244 gallons (3ccf)	\$25.62

Flow Rate All Usage Per Billing Unit:	Monthly Charge
---------------------------------------	----------------

Usage per 100 cubic feet (ccf):	
4 ccf and over	\$4.7964

Usage per 1,000 gallons:	
2,245 gallons and over	\$6.4123

Quarterly

Meter Charge: applied per billing unit	Quarterly Charge
5/8" to 1.5" plus 6,732 gallons (9ccf)	\$32.34
2" plus 6,732 gallons (9ccf)	\$39.60
3" plus 6,732 gallons (9ccf)	\$63.30
4" to 6" plus 6,732 gallons (9ccf)	\$68.70
8" plus 6,732 gallons (9ccf)	\$74.13
10" plus 6,732 gallons (9ccf)	\$76.86

Flow Rate All Usage Per Billing Unit:	Quarterly Charge
---------------------------------------	------------------

Usage per 100 cubic feet (ccf):	
10 ccf and over	\$4.7964

Usage per 1,000 gallons:	
6,733 gallons and over	\$6.4123

Note: 100 cubic feet (ccf) equals 748 gallons

MIXED USE: any property consisting of more than two residential dwellings and non-residential activities served by a common meter in which permit application was submitted prior to October 1, 2016 (Ordinance No. 16-107)

BILLING UNIT: each residential unit within a mixed-use building shall be treated as one billing unit. All non-residential units within a mixed-use building shall collectively be treated as one billing unit

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size 5/8"	\$3.63
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 3 ccf	\$0.4657
4 to 7 ccf	\$4.0234
8 to 17 ccf	\$5.4009
18 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 2,244 gallons	\$0.6226
2,245 to 5,236 gallons	\$5.3790
5,237 to 12,716 gallons	\$7.2205
12,717 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size 1"	\$15.42
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 8 ccf	\$0.4657
9 to 18 ccf	\$4.0234
19 to 43 ccf	\$5.4009
44 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 5,984 gallons	\$0.6226
5,985 to 13,464 gallons	\$5.3790
13,465 to 32,164 gallons	\$7.2205
32,165 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size	
1.5"	\$30.84
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 15 ccf	\$0.4657
16 to 35 ccf	\$4.0234
36 to 85 ccf	\$5.4009
86 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 11,220 gallons	\$0.6226
11,221 to 26,180 gallons	\$5.3790
26,181 to 63,580 gallons	\$7.2205
63,581 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
2"	\$49.32
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 24 ccf	\$0.4657
25 to 56 ccf	\$4.0234
57 to 136 ccf	\$5.4009
137 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 17,952 gallons	\$0.6226
17,953 to 41,888 gallons	\$5.3790
41,889 to 101,728 gallons	\$7.2205
101,729 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size	
3"	\$98.65
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 48 ccf	\$0.4657
49 to 112 ccf	\$4.0234
113 to 272 ccf	\$5.4009
273 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 35,904 gallons	\$0.6226
35,905 to 83,776 gallons	\$5.3790
83,777 to 203,456 gallons	\$7.2205
203,457 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
4"	\$154.14
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 75 ccf	\$0.4657
76 to 175 ccf	\$4.0234
176 to 425 ccf	\$5.4009
426 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 56,100 gallons	\$0.6226
56,101 to 130,900 gallons	\$5.3790
130,901 to 317,900 gallons	\$7.2205
317,901 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size	
6"	\$308.24
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 150 ccf	\$0.4657
151 to 350 ccf	\$4.0234
351 to 850 ccf	\$5.4009
851 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 112,200 gallons	\$0.6226
112,201 to 261,800 gallons	\$5.3790
261,801 to 635,800 gallons	\$7.2205
635,801 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
8"	\$493.20
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 240 ccf	\$0.4657
241 to 560 ccf	\$4.0234
561 ccf to 1,360 ccf	\$5.4009
1,361 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 179,520 gallons	\$0.6226
179,521 to 418,880 gallons	\$5.3790
418,881 to 1,017,280 gallons	\$7.2205
1,017,281 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size	
10"	<u>\$708.98</u>
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 345 ccf	\$0.4657
346 to 805 ccf	\$4.0234
806 to 1,955 ccf	\$5.4009
1,956 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 258,060 gallons	\$0.6226
258,061 to 602,140 gallons	\$5.3790
602,141 to 1,462,340 gallons	\$7.2205
1,462,341 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
12"	\$1,325.48
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 645 ccf	\$0.4657
646 to 1,505 ccf	\$4.0234
1506 to 3,655 ccf	\$5.4009
3,656 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 482,460 gallons	\$0.6226
482,461 to 1,125,740 gallons	\$5.3790
1,125,741 to 2,733,940 gallons	\$7.2205
2,733,941 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
Meter Charge:	Monthly Charge
Meter Size	
14"	\$2,465.99
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 1,200 ccf	\$0.4657
1,201 to 2,800 ccf	\$4.0234
2,801 to 6,800 ccf	\$5.4009
6,801 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 897,600 gallons	\$0.6226
897,601 to 2,094,400 gallons	\$5.3790
2,094,401 to 5,086,400 gallons	\$7.2205
5,086,401 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
16"	\$3,390.74
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 1,650 ccf	\$0.4657
1,651 to 3,850 ccf	\$4.0234
3,851 to 9,350 ccf	\$5.4009
9,351 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 1,234,200 gallons	\$0.6226
1,234,201 to 2,879,800 gallons	\$5.3790
2,879,801 to 6,993,800 gallons	\$7.2205
6,993,801 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Monthly</u>	
<u>Meter Charge:</u>	Monthly Charge
<u>Meter Size</u>	
20"	\$5,290.16
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 2,574 ccf	\$0.4657
2,575 to 6,006 ccf	\$4.0234
6,007 to 14,586 ccf	\$5.4009
14,587 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 1,925,352 gallons	\$0.6226
1,925,353 to 4,492,488 gallons	\$5.3790
4,492,489 to 10,910,328 gallons	\$7.2205
10,910,329 gallons and over	\$12.7097
Meter Charge:	Monthly Charge
Meter Size	
24"	\$11,891.16
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 3,708 ccf	\$0.4657
3,709 to 8,652 ccf	\$4.0234
8,653 to 21,012 ccf	\$5.4009
21,013 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 2,773,584 gallons	\$0.6226
2,773,585 to 6,471,696 gallons	\$5.3790
6,471,697 to 15,716,976 gallons	\$7.2205
15,716,977 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
5/8"	\$10.89
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 9 ccf	\$0.4657
10 to 21 ccf	\$4.0234
22 to 51 ccf	\$5.4009
52 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 6,732 gallons	\$0.6226
6,733 to 15,708 gallons	\$5.3790
15,709 to 38,148 gallons	\$7.2205
38,149 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
1"	\$46.26
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 24 ccf	\$0.4657
25 to 54 ccf	\$4.0234
55 to 129 ccf	\$5.4009
130 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 17,952 gallons	\$0.6226
17,953 gallons to 40,392 gallons	\$5.3790
40,393 to 96,492 gallons	\$7.2205
96,493 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
1.5"	\$92.52
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 45 ccf	\$0.4657
46 to 105 ccf	\$4.0234
106 to 255 ccf	\$5.4009
256 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 33,660 gallons	\$0.6226
33,661 to 78,540 gallons	\$5.3790
78,541 to 190,740 gallons	\$7.2205
190,741 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
2"	\$147.96
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 72 ccf	\$0.4657
73 to 168 ccf	\$4.0234
169 to 408 ccf	\$5.4009
409 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 53,856 gallons	\$0.6226
53,857 to 125,664 gallons	\$5.3790
125,665 to 305,184 gallons	\$7.2205
305,185 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
3"	\$295.95
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 144 ccf	\$0.4657
145 to 336 ccf	\$4.0234
337 to 816 ccf	\$5.4009
817 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 107,712 gallons	\$0.6226
107,713 to 251,328 gallons	\$5.3790
251,329 to 610,368 gallons	\$7.2205
610,369 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
4"	\$462.42
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 225 ccf	\$0.4657
226 to 525 ccf	\$4.0234
526 to 1,275 ccf	\$5.4009
1,276 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 168,300 gallons	\$0.6226
168,301 to 392,700 gallons	\$5.3790
392,701 to 953,700 gallons	\$7.2205
953,701 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
6"	\$924.72
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 450 ccf	\$0.4657
451 to 1,050 ccf	\$4.0234
1,051 to 2,550 ccf	\$5.4009
2,551 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 336,600 gallons	\$0.6226
336,601 to 785,400 gallons	\$5.3790
785,401 to 1,907,400 gallons	\$7.2205
1,907,401 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
8"	\$1,479.60
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 720 ccf	\$0.4657
721 to 1,680 ccf	\$4.0234
1,681 to 4,080 ccf	\$5.4009
4,081 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 538,560 gallons	\$0.6226
538,561 to 1,256,640 gallons	\$5.3790
1,256,641 to 3,051,840 gallons	\$7.2205
3,051,841 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
10"	\$2,126.94
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 1,035 ccf	\$0.4657
1,036 to 2,415 ccf	\$4.0234
2,416 to 5,865 ccf	\$5.4009
5,866 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 774,180 gallons	\$0.6226
774,181 to 1,806,420 gallons	\$5.3790
1,806,421 to 4,387,020 gallons	\$7.2205
4,387,021 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
12"	\$3,976.44
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 1,935 ccf	\$0.4657
1,936 to 4,515 ccf	\$4.0234
4,516 to 10,965 ccf	\$5.4009
10,966 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 1,447,380 gallons	\$0.6226
1,447,381 to 3,377,220 gallons	\$5.3790
3,377,221 to 8,201,820 gallons	\$7.2205
8,201,821 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
14"	\$7,397.97
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 3,600 ccf	\$0.4657
3,601 to 8,400 ccf	\$4.0234
8,401 to 20,400 ccf	\$5.4009
20,401 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 2,692,800 gallons	\$0.6226
2,692,801 to 6,283,200 gallons	\$5.3790
6,283,201 to 15,259,200 gallons	\$7.2205
15,259,201 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
16"	\$10,172.22
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 4,950 ccf	\$0.4657
4,951 to 11,550 ccf	\$4.0234
11,551 to 28,050 ccf	\$5.4009
28,051 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 3,702,600 gallons	\$0.6226
3,702,601 to 8,639,400 gallons	\$5.3790
8,639,401 to 20,981,400 gallons	\$7.2205
20,981,401 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMERS

WATER	Effective October 1, 2023
<u>Quarterly</u>	
Meter Charge:	Quarterly Charge
Meter Size	
20"	\$15,870.48
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 7,722 ccf	\$0.4657
7,723 to 18,018 ccf	\$4.0234
18,019 to 43,758 ccf	\$5.4009
43,759 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 5,776,056 gallons	\$0.6226
5,776,057 to 13,477,464 gallons	\$5.3790
13,477,465 to 32,730,984 gallons	\$7.2205
32,730,985 gallons and over	\$12.7097
Meter Charge:	Quarterly Charge
Meter Size	
24"	\$35,673.48
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 11,124 ccf	\$0.4657
11,125 to 25,956 ccf	\$4.0234
25,957 to 63,036ccf	\$5.4009
63,037 ccf and over	\$9.5068
Usage per 1,000 gallons:	
0 to 8,320,752 gallons	\$0.6226
8,320,753 to 19,415,088 gallons	\$5.3790
19,415,089 to 47,150,928 gallons	\$7.2205
47,150,929 gallons and over	\$12.7097

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

RESIDENTIAL CUSTOMERS

WASTEWATER DISPOSAL
Monthly

Effective
October 1, 2023

Base Facility Charge (based on water meter size):

Monthly Charge

Meter Size

5/8" plus 2,244 gallons (3ccf)	\$7.85
1" plus 2,244 gallons (3ccf)	\$21.46
1.5" plus 2,244 gallons (3ccf)	\$40.79
2" plus 2,244 gallons (3ccf)	\$63.98
3" plus 2,244 gallons (3ccf)	\$125.80

Flow Rate All Usage:

Monthly Charge

Usage per 100 cubic feet (ccf):

4 ccf and over	\$7.4444
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Usage per 1,000 gallons:

2,245 gallons and over	\$9.9524
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Quarterly

Base Facility Charge (based on water meter size):

Quarterly Charge

Meter Size

5/8" plus 6,732 gallons (9ccf)	\$23.55
1" plus 6,732 gallons (9ccf)	\$64.38
1.5" plus 6,732 gallons (9ccf)	\$122.37
2" plus 6,732 gallons (9ccf)	\$191.94
3" plus 6,732 gallons (9ccf)	\$377.40

Flow Rate All Usage:

Quarterly Charge

Usage per 100 cubic feet (ccf):

10 ccf and over	\$7.4444
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Usage per 1,000 gallons:

6,733 gallons and over	\$9.9524
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Note: 100 cubic feet (ccf) equals 748 gallons

Residential: any single-family or duplex property that is used solely and entirely for residential purposes

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

MULTI-FAMILY DWELLINGS (MFD)

WASTEWATER DISPOSAL
Monthly

Effective
October 1, 2023

Base Facility Charge: based on water meter size; applied per unit 5/8" to 16" plus 2,244 gallons (3ccf):	Monthly Charge \$7.85
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Flow Rate All Usage Per Unit:	Monthly Charge
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Usage per 100 cubic feet (ccf): 4 ccf and over	\$7.4444
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Usage per 1,000 gallons: 2,245 gallons and over	\$9.9524
--	----------

Quarterly

Quarterly Charge

Base Facility Charge: based on water meter size; applied per unit 5/8" to 16" plus 6,732 gallons (9ccf):	\$23.55
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Flow Rate All Usage Per Unit:	Quarterly Charge
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Usage per 100 cubic feet (ccf): 10 ccf and over	\$7.4444
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Usage per 1,000 gallons: 6,733 gallons and over	\$9.9524
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Note: 100 cubic feet (ccf) equals 748 gallons

Multi-family: any property with three (3) or more units served by a common meter that is used solely and entirely for residential purposes, including amenities

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

MIXED-USE BUILDINGS

WASTEWATER DISPOSAL
Monthly

Effective
October 1, 2023

Base Facility Charge: based on water meter size; applied per billing unit	Monthly Charge
5/8" to 1.5" plus 2,244 gallons (3ccf)	\$12.31
2" plus 2,244 gallons (3ccf)	\$14.80
3" plus 2,244 gallons (3ccf)	\$22.66
4" to 6" plus 2,244 gallons (3ccf)	\$24.49
8" plus 2,244 gallons (3ccf)	\$26.34
10" plus 2,244 gallons (3ccf)	\$27.26
Flow Rate All Usage Per Billing Unit:	Monthly Charge
Usage per 100 cubic feet (ccf):	
4 ccf and over	\$7.4444
Usage per 1,000 gallons:	
2,245 gallons and over	\$9.9524

Quarterly

Base Facility Charge: based on water meter size; applied per billing unit	Quarterly Charge
5/8" to 1.5" plus 6,732 gallons (9ccf)	\$36.93
2" plus 6,732 gallons (9ccf)	\$44.40
3" plus 6,732 gallons (9ccf)	\$67.98
4" to 6" plus 6,732 gallons (9ccf)	\$73.47
8" plus 6,732 gallons (9ccf)	\$79.02
10" plus 6,732 gallons (9ccf)	\$81.78
Flow Rate All Usage Per Billing Unit:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
10 ccf and over	\$7.4444
Usage per 1,000 gallons:	
6,733 gallons and over	\$9.9524

Note: 100 cubic feet (ccf) equals 748 gallons

MIXED USE: any property consisting of more than two residential dwellings and non-residential activities served by a common meter in which permit application was submitted prior to October 1, 2016 (Ordinance No. 16-107)

BILLING UNIT: each residential unit within a mixed-use building shall be treated as one billing unit. All non-residential units within a mixed-use building shall collectively be treated as one billing unit.

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMER

WASTEWATER DISPOSAL
Monthly

Effective
October 1, 2023

Base Facility Charge based on water meter size	Monthly Charge
5/8"	\$5.72
1"	\$21.26
1.5"	\$42.52
2"	\$68.04
3"	\$136.03
4"	\$212.57
6"	\$425.16
8"	\$680.24
10"	\$977.84
12"	\$1,828.15
14"	\$3,401.22
16"	\$4,676.68
20"	\$7,296.46
24"	\$10,512.21
Flow Rate All Usage:	Monthly Charge
Usage per 100 cubic feet (ccf):	
0 to 3 ccf	\$1.6091
4 ccf and over	\$7.6187
Usage per 1,000 gallons:	
0 to 2,244 gallons	\$2.1511
2,245 gallons and over	\$10.1854

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes, including dewatering.

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

NON-RESIDENTIAL CUSTOMER

WASTEWATER DISPOSAL
Quarterly

Effective
October 1, 2023

Base Facility Charge: based on water meter size	Quarterly Charge
5/8"	\$17.16
1"	\$63.78
1.5"	\$127.56
2"	\$204.12
3"	\$408.09
4"	\$637.71
6"	\$1,275.48
8"	\$2,040.72
10"	\$2,933.52
12"	\$5,484.45
14"	\$10,203.66
16"	\$14,030.04
20"	\$21,889.38
24"	\$31,536.63
Flow Rate All Usage:	Quarterly Charge
Usage per 100 cubic feet (ccf):	
0 to 9 ccf	\$1.6091
10 ccf and over	\$7.6187
Usage per 1,000 gallons:	
0 to 6,732 gallons	\$2.1511
6,733 gallons and over	\$10.1854

Note: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: any single unit, duplex with at least one commercial unit, or multi-unit property used for commercial purposes, including dewatering.

**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

WHOLESALE CUSTOMERS

**Effective
October 1, 2023**

WATER

Wholesale Customers:

Flow Rate Per 1,000 gallons	\$2.1130
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WASTEWATER

Rates for Wet Season (May 1 to October 31 Annually)

Flow Rate Per 1,000 gallons	\$4.4341
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Rates for Dry Season (November 1 to April 30 Annually)

Flow Rate Per 1,000 gallons	\$3.4487
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**MIAMI-DADE WATER AND SEWER DEPARTMENT
SCHEDULE OF RATES**

RESIDENTIAL, MULTI-FAMILY DWELLINGS, MIXED-USE BUILDINGS, AND NON-RESIDENTIAL CUSTOMERS

WATER

**Effective
October 1, 2023**

Miami-Dade County (MDC) Water Conservation Surcharge:

Note: { During South Florida Water Management District (SFWMD) water restrictions, flow usage rate of the fourth tier will be priced as follows }:

RESIDENTIAL

Usage Flows Starting on 4th Rate Block per 100 cubic feet (ccf):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$9.0386
Phase II of Water Restrictions Imposed by (SFWMD)	\$10.8464
Phase III of Water Restrictions Imposed by (SFWMD)	\$12.6541
Phase IV of Water Restrictions Imposed by (SFWMD)	\$14.4618

Usage Flows Starting on 4th Rate Block per 1,000 gallons (gal):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$12.0838
Phase II of Water Restrictions Imposed by (SFWMD)	\$14.5005
Phase III of Water Restrictions Imposed by (SFWMD)	\$16.9173
Phase IV of Water Restrictions Imposed by (SFWMD)	\$19.3340

MULTI-FAMILY DWELLINGS AND MIXED-USE BUILDINGS

Usage Flows Starting on 4th Rate Block per 100 cubic feet (ccf):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$4.7964
Phase II of Water Restrictions Imposed by (SFWMD)	\$5.7557
Phase III of Water Restrictions Imposed by (SFWMD)	\$6.7150
Phase IV of Water Restrictions Imposed by (SFWMD)	\$7.6743

Usage Flows Starting on 4th Rate Block per 1,000 gallons (gal):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$6.4123
Phase II of Water Restrictions Imposed by (SFWMD)	\$7.6948
Phase III of Water Restrictions Imposed by (SFWMD)	\$8.9773
Phase IV of Water Restrictions Imposed by (SFWMD)	\$10.2597

NON-RESIDENTIAL

Usage Flows Starting on 4th Rate Block per 100 cubic feet (ccf):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$9.5068
Phase II of Water Restrictions Imposed by (SFWMD)	\$11.4083
Phase III of Water Restrictions Imposed by (SFWMD)	\$13.3097
Phase IV of Water Restrictions Imposed by (SFWMD)	\$15.2110

Usage Flows Starting on 4th Rate Block per 1,000 gallons (gal):

Permanent or Phase I of Water Restrictions Imposed by (SFWMD)	\$12.7097
Phase II of Water Restrictions Imposed by (SFWMD)	\$15.2517
Phase III of Water Restrictions Imposed by (SFWMD)	\$17.7937
Phase IV of Water Restrictions Imposed by (SFWMD)	\$20.3355

Miami Springs System Improvement Surcharge	22.58%
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WASTEWATER

Miami Springs System Improvement Surcharge	45.27%
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MIAMI-DADE WATER AND SEWER DEPARTMENT

July 10, 2023

Presentation of Wholesale True-Up Results: Fiscal Year 2021-22

Preliminary Proposed Wholesale Customer Rates: Fiscal Year 2023-24

Wholesale True-Up Results Fiscal Year 2021-22

Agenda

Introductions

Wholesale True-up Results:

- Cost Allocation Approach
- Budgetary Variances
- Cost of Service – Fiscal Year 2021-22
- 2021-22 Rates vs. Actual Costs
- Results of the Fiscal Year 2021-22 True-Up

Cost Allocation Approach

The approach for calculating annual true-up and allocable costs is provided for in the Wholesale Agreements

The annual true-up adjustment amount (debit/credit) is imposed in the fiscal year following the completion of the Department's audited financial report

The true-up is based on the variances in the Department's projected wholesale expenses and the actual audited wholesale expenditures

Cost Allocation Approach

Allocation of costs between Water and Wastewater:

- Allocable costs include O&M Expenses, Debt Service, Renewal & Replacement, and Other Charges/ Adjustments
- Allocation based on Fiscal Year 2021-22 audited results

Allocation of costs between Local and Regional:

- Local costs serve WASD retail customers only
- Regional costs serve both retail and wholesale customers

Budget to Actual Variance Fiscal Year 2021-22 - Water

Increase in Operating Expenses:

- **Purification:** Increases in lime purchases due to extended unscheduled downtime at the Hialeah lime plant; electrical, diesel fuel price increases, chemical costs increases; increased personnel and material usage due to increased work on plant maintenance.
- **Transmission & Distribution:** Increased staffing and materials usage dedicated to transmission infrastructure maintenance.
- **Offset by Source of Supply:** Delayed ground water studies and contracted hydrogeological modeling - analytical tool developments.
- **Offset by General & Administration:** Personnel costs budgeted in G&A and allocated to the proper water activities above.

Renewal & Replacement Higher than Budget:

- Renewal and replacement of plant electrical equipment such as emergency voltage transformer installations, electrical switch gear, battery replacements, dynamic drives and hydro gear purchases and replacements.
- Pure Technology large diameter (36" and above) water main pipe diving: identifies weakness in pipe structure to allow rehabilitation pipelines preventing breaks. Continuous monitoring of large Pre-cast Concrete Pipes.
- Wholesale meter replacement costs

Decrease in Interest Earnings:

- Lower than anticipated interest rates.

Fiscal Year 2021-22 Cost of Service Water

Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	Budget	Actual	Budget	Actual		
Operating Expenses						
Source of Supply	\$ 0	\$ 0	\$ 18,866,000	\$ 15,462,000	\$ (3,404,000)	-1.7%
Power & Pumping	0	0	2,035,000	2,139,000	104,000	0.1%
Purification	0	0	74,429,000	83,524,000	9,095,000	4.5%
Transmission & Distribution	34,991,243	32,168,265	10,529,757	12,450,735	1,920,978	1.0%
Customer Accounting/Service	21,424,312	23,714,000	0	0	0	0.0%
General & Administration	18,702,984	15,332,000	33,026,016	31,160,000	(1,866,016)	-0.9%
Total Operating Expenses	\$ 75,118,539	\$ 71,214,265	\$ 138,885,773	\$ 144,735,735	\$ 5,849,962	2.9%
Other Revenue Requirements						
Debt Service	\$ 12,007,865	\$ 11,856,277	\$ 42,066,850	\$ 42,650,068	\$ 583,218	0.3%
Renewal & Replacement	22,800,863	9,568,390	24,699,137	30,431,610	5,732,473	2.8%
Change in Op. Reserve. Req.	567,941	509,828	1,050,059	1,036,172	(13,887)	0.0%
Interest Earnings	(954,672)	(335,893)	(4,577,328)	(1,692,107)	2,885,221	1.4%
Inter-Departmental Charges	52,288,475	75,172,000	0	0	0	0.0%
Total Revenue Requirements	\$ 161,829,012	\$ 167,984,867	\$ 202,124,490	\$ 217,161,478	\$ 15,036,988	7.4%
Percent of Total	44.5%	43.6%	55.5%	56.4%		
Wholesale Flow (1,000 gal)			21,500,000	20,231,000		
Allocable Unbilled Flow (1,000 gal)			1,753,804	1,758,564		
Total Wholesale Flow (1,000 gal)			23,253,804	21,989,564		
Production (1,000 gal)			117,500,000	118,650,585		
% Wholesale			19.8%	18.5%		
Regional Cost Allocated to Wholesale			\$ 40,001,390	\$ 40,246,629		
Wholesale Customer Accounting/Service			82,615	105,451		
Total Wholesale cost			\$ 40,084,005	\$ 40,352,080		
Wholesale Rate (\$ per 1,000 gal)			\$1.8644	\$1.9946		

Budget to Actual Variance Fiscal Year 2021-22 - Wastewater

Increase in Total Operating Expenses:

- **Treatment & Disposal:** Unanticipated price increase electrical charges – fuel, and diesel fuel costs combined with increased personnel costs.
- **Collection & Transmission:** Increased transmission related maintenance workload resulted in higher mechanical, equipment repair supplies and related personnel.
- **Offset by Pumping:** Increased maintenance workload shifted from anticipated regional pump stations to local pump stations.
- **Offset by General & Administration:** Personnel costs budgeted in G&A and allocated to the proper wastewater activities above.

Renewal & Replacement Higher than Budget:

- Replacement of secondary clarifier collector mechanism at North District Wastewater Treatment Plant, In-line large diameter plug valve installation, emergency rehabilitation of existing 54-inch pre-cast concrete sewer force main; gear box overhaul, double wall tanks and other plant supplies and construction materials.

Decrease in Interest Earnings:

- Lower than anticipated interest rates.

Fiscal Year 2021-22 Cost of Service Wastewater

Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	Budget	Actual	Budget	Actual		
Operating Expenses						
Collection & Transmission	\$ 28,604,484	\$ 24,680,524	\$ 9,415,516	\$ 11,383,476	\$ 1,967,960	0.5%
Pumping	35,416,357	41,237,804	16,451,643	15,099,196	(1,352,447)	-0.4%
Treatment & Disposal	0	0	112,947,000	124,869,000	11,922,000	3.1%
Customer Accounting/Service	16,338,388	19,469,000	0	0	0	0.0%
General & Administration	25,131,540	20,496,417	38,092,460	36,327,583	(1,764,877)	-0.5%
Total Operating Expenses	\$ 105,490,769	\$ 105,883,745	\$ 176,906,619	\$ 187,679,255	\$ 10,772,636	2.8%
Other Revenue Requirements						
Debt Service	\$ 19,760,219	\$ 19,042,889	\$ 178,660,308	\$ 179,565,427	\$ 905,119	0.2%
Renewal & Replacement	17,451,011	18,872,139	30,048,989	41,127,861	11,078,872	2.9%
Change in Op. Reserve. Req.	741,360	755,274	1,280,640	1,338,726	58,086	0.0%
Interest Earnings	(347,469)	(149,437)	(7,443,531)	(4,072,563)	3,370,968	0.9%
Inter-Departmental Charges	(88,148,635)	(109,785,000)	0	0	0	0.0%
Total Revenue Requirements	\$ 54,947,255	\$ 34,619,610	\$ 379,453,026	\$ 405,638,706	\$ 26,185,680	6.9%
Percent of Total	12.6%	7.9%	87.4%	92.1%		
Wholesale Flow (1,000 gal)			29,000,000	29,505,000		
Plant Flow (1,000 gal)			109,300,000	105,495,500		
% Wholesale			26.5%	28.0%		
Regional Cost Allocated to Wholesale			\$ 100,678,296	\$ 113,449,105		
Wholesale Customer Accounting/Service			71,600	91,391		
Total Wholesale cost			\$ 100,749,896	\$ 113,540,495		
Wholesale Rate (\$ per 1,000 gal)			\$3.4741	\$3.8482		

Fiscal Year 2021-22 Cost Of Service – Sales (1,000 gals)

Description	2021-22 Budget	2021-22 Actual	Difference	Percent
Water System				
Retail Customers	62,200,000	62,723,000	523,000	0.4%
All Wholesale Customers	21,500,000	20,231,000	(1,269,000)	-1.1%
Unbilled	33,800,000	35,697,000	1,897,000	1.6%
Total Distributed	117,500,000	118,651,000	1,151,000	1.0%
Unbilled %	28.77%	30.09%		
Wastewater System				
Retail Customers	48,500,000	48,943,000	443,000	0.4%
All Wholesale Customers	29,000,000	29,505,000	505,000	0.5%
Infiltration/Inflow	31,800,000	27,047,000	(4,753,000)	-4.3%
Total Treated	109,300,000	105,495,000	(3,805,000)	-3.5%
Infiltration/Inflow %	29.09%	25.64%		

Fiscal Year 2021-22 Rates vs. Actual Costs – True-up

Description	2021-22 Adopted Rate	2021-22 Actual Cost-of-Service	True-Up Amount	True-Up Percent
Wholesale Water Rates	\$ 1.8644	\$ 1.9946	\$ 0.1302	6.98%
Wholesale Wastewater Rates	\$ 3.4741	\$ 3.8482	\$ 0.3741	10.77%

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

True-up Breakdown

Description	2021-22		2021-22 Actual Cost-of-Service	Change From Adopted			
	Adopted Rate			Amount	Percent		
Wholesale Water Rates							
Rate per 1,000 gallons	\$	1.8644	\$	1.9946	\$	0.1302	6.98%
Summary Breakdown							
Flow Related					\$	(0.0086)	-0.46%
Cost of Service					\$	0.1387	7.44%
Wholesale Wastewater Rates							
Rate per 1,000 gallons	\$	3.4741	\$	3.8482	\$	0.3741	10.77%
Summary Breakdown							
Flow Related					\$	0.1344	3.87%
Cost of Service					\$	0.2397	6.90%

Results of Fiscal Year 2021-22 True-up

Description	Water		Sewer		Net
	Consumption (1,000, gal)	True-up	Consumption (1,000, gal)	True-up	True-up
Bal Harbor	457,000	\$ 59,501	0	\$ 0	\$ 59,501
Bay Harbor Islands	329,000	42,836	0	0	42,836
Coral Gables	0	0	1,241,000	464,258	464,258
Florida City	0	0	488,000	182,561	182,561
Hialeah	6,623,000	862,315	11,850,000	4,433,085	5,295,400
Hialeah Gardens	731,000	95,176	717,000	268,230	363,406
Homestead Air Force Base	0	0	99,000	37,036	37,036
Homestead, City of	856,000	111,451	1,568,000	586,589	698,040
Indian Creek Village	219,000	28,514	0	0	28,514
Medley	459,000	59,762	403,000	150,762	210,524
Miami Beach	6,351,000	826,900	7,242,000	2,709,232	3,536,132
North Bay Village	399,000	51,950	331,000	123,827	175,777
North Miami	2,295,000	298,809	3,424,000	1,280,918	1,579,727
North Miami Beach	7,000	911	1,097,000	410,388	411,299
Opa-Locka	757,000	98,561	831,000	310,877	409,438
Surfside	335,000	43,617	0	0	43,617
Virginia Gardens	83,000	10,807	0	0	10,807
West Miami	330,000	42,966	214,000	80,057	123,023
Total	20,231,000	\$ 2,634,076	29,505,000	\$ 11,037,820	\$ 13,671,896

Note: Negative True-up represents monies owed to customers; positive True-up represents monies owed to WASD.

Preliminary Proposed Wholesale Customer Rates Fiscal Year 2023-24

Agenda

Preliminary Proposed Wholesale Rates:

- Wholesale Rate Calculation
- WASD Proposed Budget Fiscal Year 2023-24
- Results of Water Cost Allocation – Fiscal Year 2023-24
- Results of Sewer Cost Allocation – Fiscal Year 2023-24
- Water & Sewer Wholesale Customer Rates – Fiscal Year 2023-24
- Wholesale Customer Charges Adjusted for True-up
- Discussion and Questions

Wholesale Rate Calculation

The methodology for calculating wholesale rates follows the formula established in the Wholesale Agreements

The wholesale rates include only those components outlined and agreed upon in the Wholesale Agreements

The wholesale customer rate is a uniform rate for all customers in this class and is based upon the Department budget for Fiscal Year 2023-2024

WASD Proposed Budget FY 2024

The Fiscal Year 2024 water and sewer wholesale rates proposed herein are based on the Department's proposed budget as of June 6, 2023. The results presented herein are subject to change pursuant to adoption of the final budget.

Results subject to BCC Budget Approval in September 2023

- First Budget Hearing scheduled for September 7, 2023
- Second Budget Hearing scheduled for September 21, 2023

Variance From Current Rates – Water

Increase In Projected Operating Expenses:

- **Source of Supply:** Water supply modeling to include the integration of the C-51 reservoir project, hydrogeology aquifer storage recovery, groundwater and optimalization of water supply for water use permit modification.
- **Purification:** Increased chemicals costs and increased lime purchases, more frequent plant filter chemical cleanings and chemicals for reservoir cleaning, and higher personnel expenses.
- **Transmission & Distribution:** Increases in construction supplies and materials, fuel and personnel expenses.
- **General & Administration:** Increases in personnel expenses, electrical services and vehicle fuel costs.

Increase in Debt Service: Resulting from planned Series 2024 Bond totaling \$347 million.

Increase in Renewal & Replacement Transfer:

- Purchases such as transformers, electrostatic precipitator for lime kiln, pumps and motors.

Change in Operating Reserve Requirement: Required per bond ordinance; reserve of 2-months of O&M budget.

Increase in Interest Earnings credit: Higher interest rates are anticipated.

Water Cost of Service

Proposed Budget Fiscal Year 2023-24

Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	FY2022-23	FY2023-24	FY2022-23	FY2023-24		
Operating Expenses						
Source of Supply	\$ 0	\$ 0	\$ 18,746,000	\$ 23,977,000	\$ 5,231,000	2.5%
Power & Pumping	0	0	2,178,000	2,146,000	(32,000)	0.0%
Purification	0	0	83,108,000	98,781,000	15,673,000	7.5%
Transmission & Distribution	36,966,149	38,338,193	9,950,851	12,838,807	2,887,956	1.4%
Customer Accounting/Service	13,264,000	24,539,000	0	0	0	0.0%
General & Administration	21,259,726	18,569,093	34,675,274	37,738,907	3,063,634	1.5%
Total Operating Expenses	\$ 71,489,875	\$ 81,446,285	\$ 148,658,125	\$ 175,481,715	\$ 26,823,590	12.8%
Other Revenue Requirements						
Debt Service	\$ 12,662,854	\$ 12,168,598	\$ 41,819,728	\$ 43,937,424	\$ 2,117,696	1.0%
Renewal & Replacement	18,039,018	11,339,021	18,960,982	36,062,979	17,101,998	8.2%
Change in Op. Reserve. Req.	301,679	2,726,693	627,321	5,874,850	5,247,530	2.5%
Interest Earnings	(252,949)	(675,443)	(1,032,051)	(3,584,557)	(2,552,506)	-1.2%
Inter-Departmental Charges	83,107,895	43,956,000	0	0	0	0.0%
Total Revenue Requirements	\$ 185,348,372	\$ 150,961,153	\$ 209,034,105	\$ 257,772,411	\$ 48,738,307	23.3%
Percent of Total	47.0%	36.9%	53.0%	63.1%		
Wholesale Flow (1,000 gal)			20,300,000	21,000,000		
Allocable Unbilled Flow (1,000 gal)			1,716,286	1,743,150		
Total Wholesale Flow (1,000 gal)			22,016,286	22,743,150		
Production (1,000 gal)			117,881,088	118,235,634		
% Wholesale			18.7%	19.2%		
Regional Cost Allocated to Wholesale			\$ 39,040,652	\$ 49,583,669		
Wholesale Customer Accounting/Service			83,196	105,451		
Total Wholesale cost			\$ 39,123,848	\$ 49,689,120		
Wholesale Rate (\$ per 1,000 gal)			\$1.9273	\$2.3661		

Note: Wholesale Customer Accounting and Customer Service represent direct costs attributable to wholesale customers. As such, 100% of these costs are recovered in the wholesale rate.

Proposed Water Rate – Fiscal Year 2023-24

Given the impact of the calculated Cost of Service (COS) based fiscal year 2023-24 water rate, WASD is proposing a 2023-24 water rate below budgeted COS. A blended water rate was calculated based on actual costs from the FY 2022 true-up. As per agreements, differences between the calculated rate and the actual rate for FY 2023-24 will be trued-up in FY 2024-25.

The FY 2023-24 proposed water rate is established as follows:

Description	Proposed Rate
COS 2024	\$ 2.3661
True-up 2022	1.9946
Difference	0.3715
Half of Difference (2024 Increase)	0.1857
Current Rate 2023	\$ 1.9273
2024 Increase	0.1857
Proposed 2024 Rate	2.1130
Percentage Increase	9.64%

Variance From Current Rates – Wastewater

Increase In Projected Operating Expenses:

- Treatment & Disposal: Increases in chemicals costs, electrical services, diesel fuel and personnel expenses.
- Collection & Transmission: Increases in transmission related construction supplies and materials, fuel and personnel expenses.
- General & Administration: Increases in personnel expenses, electrical services and vehicle fuel costs.
- Pumping Offset: Increases in workload on smaller local pump stations.

Decrease in Renewal & Replacement Transfer:

- Larger allocation to water system for lime kiln rehabilitation materials.

Increase in Debt Service: Planned Series 2024 Bond totaling \$347 million.

Change in Operating Reserve Requirement: Required per bond ordinance; reserve of 2-months of O&M budget.

Increase in Interest Earnings credit: Higher interest rates are anticipated.

Wastewater Cost of Service

Proposed Budget Fiscal Year 2023-24

Description	Local		Regional		Change in Regional Cost	% Change in Regional Costs
	FY2022-23	FY2023-24	FY2022-23	FY2023-24		
Operating Expenses						
Collection & Transmission	\$ 29,229,923	\$ 27,190,048	\$ 10,658,077	\$ 12,540,952	\$ 1,882,875	0.5%
Pumping	40,483,671	41,901,714	16,733,329	15,342,286	(1,391,043)	-0.3%
Treatment & Disposal	0	0	119,772,000	130,558,000	10,786,000	2.6%
Customer Accounting/Service	9,915,000	18,711,000	0	0	0	0.0%
General & Administration	28,152,707	24,823,735	40,212,293	43,997,265	3,784,972	0.9%
Total Operating Expenses	\$ 107,781,301	\$ 112,626,497	\$ 187,375,699	\$ 202,438,503	\$ 15,062,805	3.7%
Other Revenue Requirements						
Debt Service	\$ 21,818,403	\$ 20,486,960	\$ 181,017,524	\$ 194,125,928	\$ 13,108,404	3.2%
Renewal & Replacement	23,697,400	16,543,946	39,302,600	36,054,054	(3,248,546)	-0.8%
Change in Op. Reserve. Req.	721,528	396,860	1,333,472	716,140	(617,332)	-0.2%
Interest Earnings	(145,004)	(310,936)	(1,402,996)	(8,555,064)	(7,152,068)	-1.8%
Inter-Departmental Charges	(105,527,163)	(89,125,000)	0	0	0	0.0%
Total Revenue Requirements	\$ 48,346,466	\$ 60,618,326	\$ 407,626,299	\$ 424,779,562	\$ 17,153,263	4.2%
Percent of Total	10.6%	12.5%	89.4%	87.5%		
Wholesale Flow (1,000 gal)			29,000,000	30,100,000		
Plant Flow (1,000 gal)			109,000,000	107,857,667		
% Wholesale			26.6%	27.9%		
Regional Cost Allocated to Wholesale			\$ 108,451,034	\$ 118,543,866		
Wholesale Customer Accounting/Service			72,103	91,391		
Total Wholesale cost			\$ 108,523,137	\$ 118,635,256		
Wholesale Rate (\$ per 1,000 gal)			\$3.7422	\$3.9414		

Proposed Rates – Fiscal Year 2023-24

Description	2022-23 Adopted Rate	2023-24 Budget COS Rate	2023-24 Proposed Rate	Change From Existing	
				\$	%
Wholesale Water Rates					
Rate per 1,000 gallons	\$ 1.9273	\$ 2.3661	\$ 2.1130	\$ 0.1857	9.64%
Wholesale Wastewater Rates					
Rate per 1,000 gallons	\$ 3.7422	\$ 3.9414	\$ 3.9414	\$ 0.1992	5.32%
Wet Season	\$ 4.2099	\$ 4.4341	\$ 4.4341	\$ 0.2241	5.32%
Dry Season	3.2744	3.4487	3.4487	0.1743	5.32%

Estimated Charges – Fiscal Year 2023-24 (Excluding True-up)

Description	Water		Sewer		Net
	Consumption (1,000, gal)	Annual Charge	Consumption (1,000, gal)	Annual Charge	Total
2024 Proposed Rate (\$/1,000 gal)		\$ 2.1130		\$ 3.9414	
Bal Harbor	456,949	\$ 965,533	0	\$ 0	\$ 965,533
Bay Harbor Islands	329,323	695,859	0	0	695,859
Coral Gables	0	0	1,240,803	4,890,501	4,890,501
Florida City	0	0	487,633	1,921,957	1,921,957
Hialeah	6,690,888	14,137,846	12,445,157	49,051,342	63,189,188
Hialeah Gardens	731,364	1,545,372	716,844	2,825,369	4,370,741
Homestead Air Force Base	0	0	99,075	390,494	390,494
Homestead, City of	856,055	1,808,844	1,568,254	6,181,116	7,989,961
Indian Creek Village	218,851	462,432	0	0	462,432
Medley	459,099	970,076	402,842	1,587,761	2,557,838
Miami Beach	7,051,026	14,898,818	7,241,701	28,542,440	43,441,258
North Bay Village	399,051	843,195	331,127	1,305,104	2,148,299
North Miami	2,294,613	4,848,517	3,424,496	13,497,309	18,345,826
North Miami Beach	6,572	13,887	1,097,039	4,323,870	4,337,756
Opa-Locka	757,405	1,600,397	831,341	3,276,647	4,877,044
Surfside	335,061	707,984	0	0	707,984
Virginia Gardens	83,460	176,351	0	0	176,351
West Miami	330,283	697,888	213,688	842,230	1,540,118
Total	21,000,000	\$ 44,373,000	30,100,000	\$ 118,636,140	\$ 163,009,140

Note: Water rate based on proposed discounted water rate. Sewer rate based on proposed budget.

Estimated Charges After Adjustment for True-up – Fiscal Year 2023-24

Description	Water			Sewer			Total Annual Charge
	2023-24 Charge	2021-22 True-up	Total Water	2023-24 Charge	2021-22 True-up	Total Sewer	
Bal Harbor	\$ 965,533	59,501	\$ 1,025,034	\$ 0	\$ 0	\$ 0	\$ 1,025,034
Bay Harbor Islands	695,859	42,836	738,695	0	0	0	738,695
Coral Gables	0	0	0	4,890,501	464,258	5,354,759	5,354,759
Florida City	0	0	0	1,921,957	182,561	2,104,518	2,104,518
Hialeah	14,137,846	862,315	15,000,161	49,051,342	4,433,085	53,484,427	68,484,588
Hialeah Gardens	1,545,372	95,176	1,640,548	2,825,369	268,230	3,093,599	4,734,147
Homestead Air Force Base	0	0	0	390,494	37,036	427,530	427,530
Homestead, City of	1,808,844	111,451	1,920,295	6,181,116	586,589	6,767,705	8,688,001
Indian Creek Village	462,432	28,514	490,946	0	0	0	490,946
Medley	970,076	59,762	1,029,838	1,587,761	150,762	1,738,523	2,768,362
Miami Beach	14,898,818	826,900	15,725,718	28,542,440	2,709,232	31,251,672	46,977,390
North Bay Village	843,195	51,950	895,145	1,305,104	123,827	1,428,931	2,324,076
North Miami	4,848,517	298,809	5,147,326	13,497,309	1,280,918	14,778,227	19,925,553
North Miami Beach	13,887	911	14,798	4,323,870	410,388	4,734,258	4,749,055
Opa-Locka	1,600,397	98,561	1,698,958	3,276,647	310,877	3,587,524	5,286,482
Surfside	707,984	43,617	751,601	0	0	0	751,601
Virginia Gardens	176,351	10,807	187,158	0	0	0	187,158
West Miami	697,888	42,966	740,854	842,230	80,057	922,287	1,663,141
Total	\$ 44,373,000	\$ 2,634,076	\$ 47,007,076	\$ 118,636,140	\$ 11,037,820	\$ 129,673,960	\$ 176,681,036

Note: 2023-24 water cost estimates based on proposed discounted rate and sewer cost estimated based on proposed budget. Negative True-up represents monies owed to customers, positive True-up represents monies owed to WASD.

Discussion and Questions

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Sections 20-9 of the Town Code to increase the monthly base and flow charges for sewer service to pass through the increase charged by Miami-Dade County Water & Sewer Department. Attached is a copy of the proposed ordinance.

DESCRIPTION:

Miami-Dade County has given its intention to increase its wholesale water and sewer rates. The town purchases water directly from the County and the sewage is pumped by Miami Beach to the County's system. We propose to increase the fee disposal rate at the same percentage of the City of Miami Beach which is an average of 5.17%. The new monthly charge will be \$24.19 and the flow charge will be \$9.25.

PREVIOUS MEETING VOTE:

Council Member Stephanie Bruder -Yes
Council Member Teri D'Amico -Absent
Council Member Molly Diallo - Yes
Council Member Isaac Salver - Yes
Council Member Robert Yaffe - Yes
Vice Mayor Joshua Fuller - Yes
Mayor Elizabeth Tricoche - Yes

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The Town is increasing the sewer fee disposal at the same percentage of the City of Miami Beach which is an average of 5.17% and will have generate an estimated \$2.85M in revenue. The revenue will go towards Operating, Personnel, and Capital Expenditures.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Ordinance - Sewer Charge Increase - 9-21-2023
2.	Satellite Cities Wholesale Sanitary Sewer Rate Notification - Bay Harbor FY2024 signed

	(003)
3.	Utility Rate Increase FY 2023-24 (exhibit)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE TO \$24.19 AND \$9.25 RESPECTIVELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety, and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 5.32% for sewer services in its preliminary budget and the City of Miami Beach has indicated an average of 5.17% in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, Section 20-09 of Town Code set forth the schedule of rates for service supplied by the sewer system, which is subject to increase or revision from time to time, as may be necessary.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Section 20-9 – Sewer service – Rates is hereby amended as outlined below changing the rates from ~~\$8.80~~ to \$9.25 and from ~~\$23.00~~ to \$24.19:

Sec. 20-9. Sewer Service – Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease, or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$8.80~~ \$9.25 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$23.00~~ \$24.19 per living unit regardless of usage.

Non-residential users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$8.80~~ \$9.25 per thousand gallons. In addition, there shall be a monthly base charge of \$24.19 regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$96.00	\$101.00
1.5"	\$192.00	\$202.00
2"	\$308.00	\$323.00
3"	\$577.00	\$606.00
4"	\$874.00	\$918.00

An initial deposit of \$50.00 per water closet to ensure payment of the Sewage charge, tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer Utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion In the Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Bay Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Repeal of Ordinances in Conflict

All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective for all billings rendered after November 1, 2023

PASSED on First Reading this 27th day of September, 2023.

PASSED AND ADOPTED on Second Reading this 11th day of September, 2023.

By: _____
Elizabeth Tricoche
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Public Works Department
Tel: 305-673-7080, Fax: 305-673-7087

July 19, 2023

Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: City of Miami Beach Satellite City Wholesale Sanitary Sewer Rate Notification

Dear Ms. Lasday:

This letter is to inform you that the Miami-Dade County Water and Sewer Department (WASD) recommended to the Board of County Commissioners that their wholesale sewer rate be increased.

Based on the WASD recommendation, the Fiscal Year 2023/2024 sewer rates charged by the City of Miami Beach for the Dry Season (November 1 to April 30) and the Wet Season (May 1 to October 31) will be as follows:

Wet Season	FY24
Miami-Dade Sewer Rate	\$4.4341
City of Miami Beach Surcharge	+ \$0.4123
Rate per 1,000 Gallons	<u>\$4.8464</u>

Dry Season	FY24
Miami-Dade Sewer Rate	\$3.4487
City of Miami Beach Surcharge	+ \$0.3475
Rate per 1,000 Gallons	<u>\$3.7962</u>

As you may also be aware, WASD included a "true-up" debit based upon increased WASD sewer operating expenditures and renewal and replacement transfers in Fiscal Year 2021/22. The true-up amount calculated for the Town of Bay Harbor Islands is based upon the debit rate of \$0.3741 per thousand gallons of treated wastewater for all wholesale customers as calculated by WASD. The billed sewer flow for your municipality in FY 2021/22 was 210,984,000 gallons. The FY 2021/22 true-up debit for your city was calculated as follows:

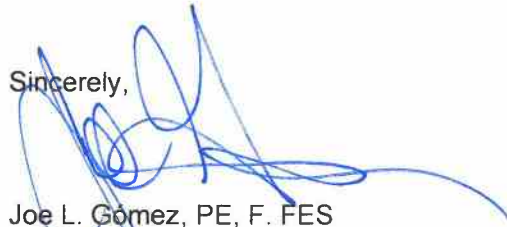
Sewer flow per 1,000 gallons	210,984
True-Up rate per 1,000 gallons	x \$ 0.3741
Total	<u>\$ 78,929</u>

The FY 2021/22 true-up will be prorated as of the October 2023 billing through March 2024.

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Please contact me if you have any additional questions or concerns at 305-673-7080.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe L. Gómez', with a long horizontal flourish extending to the right.

Joe L. Gómez, PE, F. FES
Public Works Director

cc: Eric Carpenter, Deputy City Manager
P. Rodney Knowles, Public Works Assistant Director
Lys Desir, Infrastructure Division Director
Cristina Ortega Castineiras, City Engineer



TOWN OF BAY HARBOR ISLANDS, FL FY 2023-24 Utility Rates

WATER UTILITY SERVICE RATE 9.64% PASS THROUGH INCREASE

All Users (Residential & Non-Residential)

The charges for water service are increasing to a rate of five dollars and forty-eight cents \$5.48 per 1,000 thousand gallons plus that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility charges to finance the Environmental Resource Management Department's water and utility regulation program.

The minimum water service charge for each water meter is increasing to the amount of twenty five dollars and forty nine cents \$25.49.

Water Meter Size	FY 2023 Minimum Charge	FY 2024 Minimum Charge	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 9.64% Rate for Consumption 1 Kgal
1 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
1.5 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
2 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
3 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48
4 inch	\$ 23.25	\$ 25.49	\$ 5.00	\$ 5.48

SEWER UTILITY SERVICE RATE 5.17% PASS-THROUGH INCREASE

Residential Users and Non-Residential Users

Sewer charges based upon water usage (excluding water usage through meters used exclusively for irrigation) are increasing to a rate of nine dollars and twenty five cents \$9.25 per 1,000 thousand gallons.

In addition, the monthly base charges will increase as follows:

Residential Users

Water Meter Size	FY 2023 Base Charge	FY 2024 Base Charge	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 5.17% Rate for Consumption 1Kgal
1 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
1.5 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
2 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
3 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25
4 inch	\$ 23.00	\$ 24.19	\$ 8.80	\$ 9.25

Non-Residential Users

Water Meter Size	FY 2023 ADOPTED Base Rate	FY 2024 PROPOSED Base Rate	FY 2023 ADOPTED Rate For Consumption 1 Kgal	FY 2024 Pass through increase 5.17% Rate for Consumption 1Kgal
1 inch	\$ 96	\$ 101	\$ 8.80	\$ 9.25
1.5 inch	\$ 192	\$ 202	\$ 8.80	\$ 9.25
2 inch	\$ 308	\$ 323	\$ 8.80	\$ 9.25
3 inch	\$ 577	\$ 606	\$ 8.80	\$ 9.25
4 inch	\$ 874	\$ 918	\$ 8.80	\$ 9.25



TOWN OF BAY HARBOR ISLANDS, FL FY 2023-24 Proposed Utility Rate Increase

Bill Comparison based on a 1" Water Meter:

Single Family Home 6,000 Gallons Bill			6 Unit Multi-Family Bldg 6,000 Gallons Bill			Commercial Unit 6,000 Gallons Bill with 96 Gallon Container		
Monthly Bill	Residential Users and Non-	Rate Increase	Monthly Bill	Current Rates	Rate Increase	Monthly Bill	Current Rates	Rate Increase
Water Consumption	\$ 30.00	\$ 32.89	Water Consumption	\$ 30.00	\$ 32.89	Water Consumption	\$ 30.00	\$ 32.89
Sewer Base	\$ 23.00	\$ 24.19	Sewer Base	\$ 138.00	\$ 145.13	Sewer Base	\$ 96.00	\$ 101.00
Sewer Consumption	\$ 52.80	\$ 55.53	Sewer Consumption	\$ 52.80	\$ 55.53	Sewer Consumption	\$ 52.80	\$ 55.53
Derm Fee *	\$ 6.35	\$ 6.76	Derm Fee *	\$ 13.25	\$ 14.01	Derm Fee *	\$ 10.73	\$ 11.37
Solid Waste	\$ 23.00	\$ 23.00	Solid Waste	\$ 120.00	\$ 120.00	Solid Waste	\$ 146.00	\$ 146.00
Stormwater	\$ 15.00	\$ 15.00	Stormwater	\$ 90.00	\$ 90.00	Stormwater	\$ 135.00	\$ 135.00
Total Bill	\$ 150.15	\$ 157.37	Total Bill	\$ 444.05	\$ 457.57	Total Bill	\$ 470.53	\$ 481.79
Overall Monthly Increase \$ 7.22			Overall Monthly Increase \$ 13.52			Overall Monthly Increase \$ 11.26		
Overall Monthly Avg. Increase for 6,000 Gallon Consumption 4.8%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 3.0%			Overall Monthly Avg. Increase for 6,000 Gallon Consumption 2.4%		

●9.64% monthly rate increase for water service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

●5.17% monthly rate increase for sewer service to pass through the increase charged by Miami-Dade County Water & Sewer Department.

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 11.

ITEM: Discussion and Appointment of a Council Member to the Board of Trustees of the Town's Retirement System. Enclosed is a copy of the regulations.

DESCRIPTION:

Pursuant to Section 16-60 of the Town Code the Board of Trustees Retirement System shall consist of five (5) members as follows: The Town Manager who shall be a permanent member, two members of the Town Council shall be appointed by the Town Council for three-year staggered terms and members may be successively reappointed and serve, provided they are at all times members of the Town Council. One Police Officer and one general employee shall serve for three(3) years.

Council Member Stephanie Bruder and Council Member Isaac Salver have successively been reappointed to serve for many years.

It was realized that Council Member Salver, Chair of the Board, was last appointed in 2018, and is due for reappointment.

Vice Chair Bruder was last appointed in 2021.

Chief Lindsley Noel was appointed in 2023.

Regine Choute was appointed in 2021.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no budget impact for appointing members to the Retirement Board.

BUDGET IMPACT:

Submitted By: Cynthia Garcia, Deputy Clerk

ATTACHMENTS

1.	Sec. 16_60. Created general function authority vested in council membership on
(1)	

2.	11-13-2018 Regular Meeting
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Sec. 16-60. Created, general function; authority vested in council; membership, oath, filling vacancies.

There is hereby created a board of trustees of the retirement system for the town, which shall serve as the trustee of the fund; and be responsible for the general administration, management and proper operation of the retirement system. Only the town council can amend or terminate the system and the provisions of this ordinance establishing the system and fund. The board shall consist of five member trustees as follows:

- (a) The town manager shall be a permanent member of the board.
- (b) Two members of the town council shall be appointed as members of the board by the town council for three-year staggered terms and members may be successively reappointed and serve, provided they are at all times members of the town council.
- (c) One police officer and one general employee shall serve as members of the board. Each police officer and general employee shall serve three-year terms and shall be elected by a majority of the members of the system within his or her same respective classification. Elections shall be held prior to the expiration of each term. Members may be successively re-elected; provided, that at all times any such board member is an employee of the town and a member of the system.

Each trustee shall take an oath of office to be administered by the town clerk or a notary public. Vacancies occurring in the office of trustee shall be filled within 30 days in the same manner as such office was previously filled.

(Ord. No. 226, Art. 6, § 1, 1-12-70; Ord. No. 296, Art. 6, § 1, 3-8-76; Ord. No. 446, § 3, 12-8-86; Ord. No. 641, § 1, 2-8-99)

Cross reference(s)—Resignation or removal, filling vacancies, § 16-97; termination of membership upon termination of other position, § 16-99.

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

A Regular Council Meeting of the Town Council was held on Monday, November 13, 2018 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

Item 1. Report on the Town investment performance by Mr. Charles Sachs of BNY Mellon.

Item 2. Legislative Report - Dave Caserta.

Lobbyist Dave Caserta, congratulated Juan Carlos Jimenez as the new Town Manager. He would like to welcome any new ideas from the Town Council. There are many issues that are being discussed by the legislature such as vacation rental and sanctuary cities discussion.

Council Member Reid would like a follow up on the vacation rentals. The Town currently has legislation on the regulation for vacation rentals.

Council Member Tricoche would like an update on home rule and how it could affect us and she would also like for the Town to be able to obtain funds for the sewer lining.

Council Member Salver would like a feedback on small communication and cell phone towers.

Council Member Leonard asked for the lobbyist to look at the legislative committee as they are proposing legislation that could benefit the Town.

Council Member Yaffe stated that as member of the Taxation Committee he would like to be alerted on any issues relating to Business Tax Receipts.

Vice Mayor Fuller would like any feedback on holding closed meeting to discuss security.

Council Member Salver would like for the lobbyist to watch the Florida League of Cities legislation since it mirrors to protect Home Rule.

SPECIAL ITEMS:

Item 3. Approval of appointment of J.C. Jimenez as Town Manager. At the October Council Meeting the Town Council discussed and agreed to offer the position to Assistant Town Manager J.C. Jimenez.

ACTION: Council Member Leonard made a motion to approve. Council Member Yaffe seconded the motion and it passed unanimously.

Item 4. A Resolution approving an Employment Agreement between J.C. Jimenez and the Town of Bay Harbor Islands and authorizing the Mayor to executed the attached agreement.

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

Council Member Leonard asked the Town Council to consider hosting a welcome party for the new Town Manager JC Jimenez and appropriate no more than \$2,300.

Consensus was to appropriate an amount not to exceed \$2,300 to host a welcome party for Town Manager JC Jimenez.

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

Council Member Leonard congratulated J.C. Jimenez on his appointment as the new Town Manager.

Council Member Yaffe also congratulated J.C. Jimenez on his appointment as Town Manager. He reported that he will be traveling to the Florida League of Cities committee meetings. He also attended a meeting on condominium corruption last week and the Veteran Day BBQ hosted by the Town.

Vice Mayor Fuller thanked Mr. Wasson for his service and congratulated J.C. Jimenez on his new appointment as Town Manager. He reported attending the Veteran Day Event; Halloween Parade and the Miami Dade County league of Cities Best Practice Conference.

Council Member Tricoche thanked Mr. Wasson for his service. She attended the Car Show; the Halloween Event and the Miami Dade County League of Cities monthly meeting.

Council Member Reid thanked Mr. Wasson for his service and congratulated J.C. Jimenez on his appointment.

Council Member Salver congratulated J. C Jimenez on his appointment as the new Town Manager and thanked Mr. Wasson for his service. He reported he moderated a panel on summer internship for the Best Practices and also attended the National League of Cities Conference.

Mayor Bruder thanked Mr. Wasson for his service for 11 years and felt lucky to have J.C. Jimenez as the new Town Manager.

Town Manager Wasson thanked the Town Council for their support and was honored to have served the community.

Mayor Bruder would like to have a joint meeting with Planning and Zoning to discuss the East Island construction.

Senator Jason Pizzo would like to introduce himself to the Town residents and stated that safety and security was a priority.

Council Member Jordan would like to have a MOU for January Agenda for the Ourkids relating to foster parenting.

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.

John Vetter, 10301 E Bay Harbor Drive, came forward stated he would like to publicly apologize for the postcard mailing that went out under a group name instead of his name.

Frances Neuhut, 1060 Kane Concourse, came forward and asked where was the Town transparency as it relates to building heights; broadcasting channel; church by the sea parking spaces and TOR monies.

Victor Nieto, 10143 E Bay Harbor Drive, came forward to ask for support from the Town and Senator for a new Trail Rail Station near 125 street instead of 153 street as proposed.

COMMITTEE REPORTS:

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

Item 5. Approval of the April 16, 2018 Regular Council Meeting Minutes.

Item 6. Approval of a resolution extending a temporary moratorium for an additional 180 days on applications for communication facilities, and utility poles for collocation of small wireless facilities.

Item 7. Approval of a resolution authorizing the Town Manager to sign a contract with the Florida Department of Transportation (FOOT) for the installation and maintenance of bike racks and pavers along SR922 (Kane Concourse).

Item 7.5. Acceptance of the Certification of Special Elections held on November 6, 2018.

Item 8. Consideration and Approval to utilize the Lauderhill Lakes contract with Enterprise Fleet Management for the lease of three (3) new Public Works vehicles in the amount of \$19,496.16.

ACTION: Council Member Leonard made a motion to approve the consent agenda. Council Member Tricoche seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 9. Consideration and Approval of an ordinance on second reading amending Chapter 16 of the Town Code clarifying the benefits payable to the beneficiaries of vested terminated members who die prior to reaching their normal retirement age.

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; CLARIFYING THE BENEFITS PAYABLE TO THE BENEFICIARIES OF VESTED TERMINATED MEMBERS WHO DIE PRIOR TO REACHING THEIR NORMAL RETIREMENT DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

At this time Mayor Bruder stepped out of the dias.

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

DEFERRED ITEMS:

Item 10. Discussion and direction requested by the Town Attorney regarding drafting an ordinance to either prohibit or regulate medical marijuana treatment centers and medical dispensing facilities within the Town.

Mayor Bruder returned to the dias.

Assistant Town Attorney Simone clarified that there was only one option, either to prohibit or regulate medical marijuana dispensing facilities. If the Town Council chooses to regulate the dispensing facilities they would be allow anywhere in the Town Business District.

There was a brief discussion on how regulating the use could impact the Town Business District; the traffic or need for a dispensing facility in Town; the use would only apply to medicinal marijuana not recreational; question if the type of use was on demand and providing the business owners a right to bring business to town.

ACTION: Vice Mayor Fuller made a motion for staff to prepare an ordinance to regulate medical marijuana. Council Member Yaffe seconded the motion and it failed 3-4, with Mayor Bruder, Council Member Salver, Council Member Reid, and Council Member Tricoche opposed.

Staff will bring back an ordinance to prohibit medical marijuana dispensing facilities within Town.

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

Item 11. Consideration and appointment of two (2) Council Members to the Board of Trustees/ Retirement Board.

ACTION: Consensus was to appoint Council Members Kelly Reid and Isaac Salver to the Board of Trustees/ Retirement Board.

Item 12. Discussion regarding an unsolicited offer for a public / private partnership for the construction of a new building that will house Town Hall/Police Department and an assisting living facility at the vacant lot located at 95 Street and East Bay Harbor Drive.

Vice Mayor Fuller and Council Member Leonard recuse themselves from this item.

Attorney Gene Howard came forward and presented the Town Council with public/ private partnership offer to construct a new Town Hall Facility that could consist of 20,000 square feet over two floors; the police and all administrative offices in one location in exchange for the Town Hall lot and the vacant lot located on 95 Street.

Attorney Sherman clarified that this would have to undergo the statutory process and the Town will have to go out to bid.

Mark Baminfield explained that the proposed venture would be vertical subdivision and the Town would continue to own the land, but the air space above the 2nd floor would belong to a private firm. There would be a declaration of covenants and the Tax Collector would continue to exempt the space Town would utilize and the floors above would be taxable.

There was a detailed discussion on the proposed assisted living facility; the Town financial options to build a new Town Hall Facility; the option for a loan from the Financial Loan Council; long term lease; the Town benefits if approved; and the option for the Town to continue to utilize the Council Chambers for Town meetings.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was upset that the council was even considering the proposal. She was opposed to a private/ public joint partnership and inquired about the amount of TOR money collected by the Town.

Judith Epstein, 10300 W. Bay Harbor Drive, came forward and felt that this was a process that needed to be thought out very carefully and felt that the existing Town Hall building was in good condition.

CLOSED PUBLIC COMMENT

Council Member Reid was opposed to selling any public land and suggested assessing the value of each component. She was also concerned with the Assisted Living Facility the firm was proposing considering that the Town was in an evacuation zone.

Council Member Salver was not convinced the proposal was beneficial to the Town considering what was being offer in exchange for 2 lots of public land.

Town Manager Wasson stated that it would be the Town Council discretion to borrow money to build a new Town Hall facility.

Council Member Yaffe appreciated the presentation and offer but felt that the Council should explore other options for a new Town Hall and suggested going out to bid.

Mayor Bruder was opposed to the current proposal and was opposed to giving up public property. She asked the Council if they would be open to a discussion and suggested a stand-alone workshop to further discuss the matter.

Council Member Tricoche was opposed to the current proposal and asked for staff to provide financing options.

Council Member Yaffe asked for staff to identify what facilities are needed moving forward.

Attorney Sherman stated that after the council has a discussion on the subject, they will need to determine if they would like a public/ private partnership and if so, guidelines will need to be specified in order to advertise an invitation to bid.

Consensus was for staff report back with a financial analysis and outlines of the Town needs for a new facility.

Item 13. Consideration and Approval of a proposal from Keith and Schnars in the amount of \$165,082.50 for construction engineering inspection services for the Broad Causeway Corridor Enhancement Project.

At this time Vice Mayor Fuller and Council Member Leonard returned to the dias.

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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and she was confused with item 14 and 15 for the Causeway Island and asked if the engineer consider the safety for pedestrians and cyclist.

CLOSED PUBLIC COMMENT

Item 14. Consideration and Approval of contract award to Brute Proof LLC. in the amount of \$29,750 to purchase a HyperV Terminal Server for the BHIPD computer network. Enclosed is a copy of the proposal.

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

Item 15. Consideration and Approval of a contract with Calvin Giordano and Associates in the amount of \$20,305.00 for bidding and post design services associated with the Shepard Broad Causeway Corridor Enhancement Project.

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

DISCUSSION ITEMS:

Item 16. Discussion and possible action requested by Council Member Leonard regarding the purchase of three (3) Soofa Core solar powered stand alone electric charging stations at a cost of \$8,900.

Council Member Leonard asked for the Council to reconsider item since there are many parks around the county that offer this service and suggested to utilize parks impact fee to pay for the expenditure.

ACTION: Council Member Yaffe made a motion to approve the proposal. Council Member Leonard seconded the motion for discussion.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and was opposed to the proposed item and felt that this was luxury item.

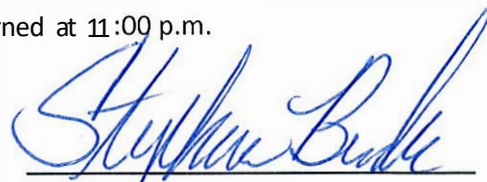
CLOSED PUBLIC COMMENT

There was a brief discussion of the demand or need for this item at the parks and the suggestions to purchase one.

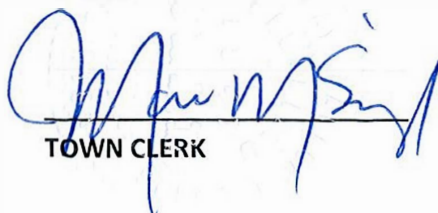
At this time Council Member Yaffe withdrew the motion.

ACTION: Council Member Leonard made a motion to purchase one solar powered electric charging station. There being no seconded item failed.

There being no further business to discuss meeting was adjourned at 11:00 p.m.


MAYOR

ATTEST


TOWN CLERK

AGENDA ITEM REPORT

October 11, 2023

ITEM NUMBER: 12.

ITEM: Discussion regarding demolition of Town Hall facilities. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

This is a discussion item on the demolition of Town Hall facilities, including the Police Department, the Annex Building, and the Public Works Dome.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The cost to demolish Town Hall, including the Police Department, the Annex Building, and the Public Works Dome, is \$235,000. The funds have been appropriated in the FY2024 Budget.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Town Hall Demolition Agreement
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AGREEMENT FOR DEMOLITION SERVICES

This Agreement made and entered into this _____ day of _____, 2023, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **AlliedBean Demolition, Inc.**, a Florida corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town needs demolition services of existing Town Facilities ("Project") located at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for DEMOLITION SERVICES in accordance with the City of Fort Lauderdale Agreement in response to Invitation to Bid No. 12471-813 between the Contractor and the City of Fort Lauderdale ("Resolution No. 12471-813") dated April 20, 2021.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Recitals – The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.
- 1.2 Agreement – This written Agreement between the Town and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.3 Application for Payment – The form accepted by the Town which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Town to verify in every detail conformance with plans and specifications.
- 1.5 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.6 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

- 1.7 Certificate of Substantial Completion - Certificate provided by the Town certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the Town.
- 1.8 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.9 Town – The Town of Bay Harbor Islands, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.10 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the Town's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the Town and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the Town for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.11 Contract Price – The amount established in the bid submittal and award by the Town's Town Council, as may be amended by Change Order.
- 1.12 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.13 Contractor – The person, firm, company, or corporation with whom the Town has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.14 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.15 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.16 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Town Council approves the work.

- 1.17 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the Town.
- 1.18 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.19 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.20 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.21 Holidays - Those designated non-workdays as established by the Town Council of the Town of Bay Harbor Islands.
- 1.22 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.23 Notice of Award - The written notice by Town to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the Town will sign and deliver this Agreement.
- 1.24 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.25 Plans - The official graphic representations of this Project that are a part of the Contract Documents.

- 1.26 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.27 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.28 Project Manager - The employee of the Town, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the Town unless otherwise specified.
- 1.29 Punch List - The Town's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the Town.
- 1.30 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.31 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the Town.
- 1.32 Substantially Completed Date – A date when written notice is provided by the Town to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the Town will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.33 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

DEMOLITION SERVICES ITB- 12471-813

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

The Town of Fort Lauderdale periodically requires the complete demolition of buildings and sites within the Town and this work is outside the current capabilities of Town personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required. The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated while providing contracted services.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the Town before any work commences. The Town reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the Town as Rodney CarreroSantana, whose address is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, telephone number: (305) 455-7275, and email address is rcarrerasantana@bayharborislands-fl.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 All applicable provisions of State and Federal Law.

- 4.9 Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated _____, and any attachments.
- f. Invitation to Bid No. 12471-813, and the specifications prepared by the City of Fort Lauderdale.
- g. Schedule of Values.
- h. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date specified in the Notice To Proceed given by the Town and shall expire one (1) year from that date. The Town reserves the right to extend the contract for one (1) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.
- 5.2 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.

- 5.3 The Contractor shall mobilize to the project site and begin construction activities within seven (7) calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Town as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or two (2) years from effective date of the agreement, whichever comes first. All task orders issued before the contract termination must be completed under this contract even if contract has expired.

ARTICLE 6 – CONTRACT PRICE

- 6.1 Town shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **\$231,400.54**, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by Town as provided for in the General Conditions.
- 7.2 Progress Payments. Town shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be

submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the Town shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the Town.
- 7.5 Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Contractor for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The Town shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The Town shall make payment to the Contractor by check.
- 7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the Town of Bay Harbor Islands. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, Contractor makes the following representations upon which the Town has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on Town provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given Town written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by Town is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the Town, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the Town reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 9 a.m. and 4:30 p.m., Monday through Friday.

Unless approved by the Town in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the Town of Bay Harbor Islands) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by Town personnel, the Contractor shall pay for the additional charges to the Town with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the Town's Inspector work hours are from 9:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the Town for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the Town from all such claims and fees and from any and all suits and action of every name and description that may be brought against Town on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Town for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the Town of Bay Harbor Islands, County of Dade, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and

shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the Town or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the Town all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the Town.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the Town where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the Town with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later.

All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the Town.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the Town. Title to the Work shall pass to the Town upon acceptance of the Work by the Town.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the Town of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the Town from

any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the Town. At such time, a Town approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the Town and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "Town") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or

penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the Town.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the Town a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the Town before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, ~~fire, theft, labor strikes, sabotage, terrorism, acts of war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations.~~ Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

ARTICLE 9 – TOWN'S RESPONSIBILITIES

- 9.1 The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The Town shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:

- 9.3.1 The Town shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the Town shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The Town shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the Town on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the Town in accordance with the Contract Documents. In cases of disagreement or ambiguity, the Town shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the Town's decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Dade County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the Town in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the Town, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Town.

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the Town's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the Town, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:
-\$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
-\$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The Town, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town, its officials, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the Town, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the Town's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: TOWN PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE TOWN OF BAY HARBOR ISLANDS MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 11.1 Warranty: The Contractor warrants and guarantees to the Town that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the Town that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the Town before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and Town Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the Town or inspected or tested by others, the Contractor at the Town's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 Town May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other Party. The Town will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the Town and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the Town remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the Town, at the Town's sole option, prefers to accept it, the Town may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the Town.
- 11.8 Town May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the Town may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the Town's representative agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued

incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Town of the Town's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The Town shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the Town, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or Town laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Town, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the Town.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the Town.

12.2.5 The Contractor and the Town agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the Town may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the Town and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the

Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by Town, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town, these costs shall be in amounts no higher than those prevailing in the Town and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the Town, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the Town in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

- 14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

- 14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the Town an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:
- 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- 14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.
- ARTICLE 15 – CHANGE OF THE CONTRACT TIME**
- 15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency or acts of God.

- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by Town's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Town the sum of **One Thousand Dollars (\$1000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the Town, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Town shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the Town is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the Town, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages

or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 Town May Suspend Work: The Town may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 Town's Right to Terminate Contract: The Town may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the Town may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the Town for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Town and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 Termination for Convenience: This Agreement may be terminated for convenience in writing by Town upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the Town and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.5 Where the Contractor's service has been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Town will not release the Contractor from liability.

17.6 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the Town.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of Town Project Manager and Contractor shall be submitted to the Town Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced (other than for equitable or injunctive relief), for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall

participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida.

18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and the Project Manager shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Town:

Rodney Carrero-Santana P.E
Project Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: (305)455-7275
E-mail: rcarrerosantana@bayharborislands-fl.gov with copies to:

Town Manager and Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: (305)455-7275
E-mail: Town Manager mlasday@bayharborislands-fl.gov
E-mail: Town Attorney joseph.geller@gmlaw.com

To the Contractor:

AlliedBean Demolition, Inc
Robert Cox (Vice President)
500 East Broward Blvd, Suite 1710
Fort Lauderdale, Florida 33394

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action arising out of this Agreement, so that the Town's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the Town to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the Town to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the Town's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the Town shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest; nor is anything in this Agreement intended in any way to waive or limit any common law protection against liability which the Town may have by reason of sovereign immunity.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Dade County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY**

FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Town, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the Town any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The Town reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the Town. If required by the Town, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the Town. The Contractor shall allow the Town to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the Town shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Town now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with the Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Town, and may not transact any business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Town purchase and may result in Contractor debarment.

22.9 Attorney Fees: If Town or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all reasonable costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

Contractor shall:

1. Keep and maintain public records required by the Town in order to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law. The Contractor shall in all respects comply with Florida Public Records Act laws and regulations, and shall allow public inspection and copying of all records related to this Agreement, by the public, as would be allowed if these records were maintained by the Town as public records, since the Contractor is acting on behalf of the Town in regards to these records.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

22.11 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the Town of Bay Harbor Islands, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the Town to pursue any remedy stated below or any remedy provided under applicable law.
3. The Town may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The Town may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

22.13 E-Verify As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

Demolition Services
AlliedBean Demolition Inc

TOWN

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

Date: _____

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
GREENSPOON MARDER LLP
Town Attorney
By: JOSEPH S. GELLER, ESQ

CONTRACTOR

WITNESSES:
a Florida corporation.

CONTRACTOR., AlliedBean Demolition Inc

By: _____

Print Name

Print Name: _____

Title: _____

ATTEST:

Print Name

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2023, by _____,
Robert Cox as Vice-President , for AlliedBean Demolition Inc a Florida Corporation.

(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: _____

GENERAL CONDITIONS

GC - 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" –shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the Town to perform the professional services for the project.

"Contractor" – shall mean the successful Bidder who has been employed by the Town to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the Town or by the Consultant under a separate Agreement with the Town.

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a Town employee or a consultant hired by the Town.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the Town assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the Town of Bay Harbor Islands.

"Project Manager" - shall mean a professional designated by the Town to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the Town of Bay Harbor Islands.

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

"Town" – shall mean the Town of Bay Harbor Islands, Florida, a Florida municipal corporation. In the event the Town exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to the Town as a party to this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

GC - 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and

3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all Town ordinances relating to noise or Work during prohibited hours.

GC - 06 - SUB-CONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Town and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Town to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the Town or Contractor, shall be made, except upon written permission of the Town. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The Town shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the Town shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the Town Commission based upon the purchasing threshold amounts.

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the Town and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the Town and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and Town construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

GC - 12 - MATERIALS AND WORKMANSHIP - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

GC - 14 - RESTROOM FACILITIES - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the Town.

GC - 15 - PROGRESS MEETINGS - Weekly Status meetings will be conducted with representatives from the Town and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

GC - 16 - ISSUE RESOLUTION - Should Contractor become engaged in a dispute with a resident or a Town employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the Town participate in any dispute resolution. Failure of Contractor personnel to notify the Town shall obligate Contractor to replace the offending employee immediately if requested by the Town.

GC - 17 - TOWN SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the Town a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current Town procedures.

GC - 18 - POST-CONSTRUCTION SURVEY - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

GC - 19 - KEY PERSONNEL - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

GC - 20 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 21 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 22 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and Town employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 23 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the Town's satisfaction.

GC - 24 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the Town.

GC - 25 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

GC - 26 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by Town or other forces and all costs incurred thereof charged to the Contractor and may be retained by the Town from any monies due, or to become due, to the Contractor.

GC - 27 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the Town's Engineering Department,, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 28 - COORDINATION - The Contractor shall notify all utilities, Engineering department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.



PRICING SHEET

COMPANY: **Fausto Vargas** Submittal Date: **10/10/23**
ATTENTION:

JOB NAME: **City Hall Demolition Bay Harbor** AlliedBean Job #: **4910**

ADDRESS: **9665 Bay Harbor Ter** Property #:

DESCRIPTION: **Demolish and Remove Condemned Commercial Structure**

#	DESCRIPTION:	QTY	RATE	UNIT	PRICE
1	CBS Structures for 0-1500 SF		\$3.55	/SF	\$0.00
2	CBS Structures for 1501-3000 SF		\$3.55	/SF	\$0.00
3	CBS Structures for 3001-6000 SF		\$3.25	/SF	\$0.00
4	CBS Structures over 6000 SF	32,556	\$3.25	/SF	\$105,807.00
5	Wood Structures for 0-1500 SF		\$3.52	/SF	\$0.00
6	Wood Structures for 1501-3000 SF		\$3.52	/SF	\$0.00
7	Wood Structures for 3001-6000 SF		\$3.52	/SF	\$0.00
8	Wood Structures over 6000 SF		\$2.20	/SF	\$0.00
9	24 Hour Emergency Services		\$5,000.00	/EA	\$0.00
10	3 Day Emergency Services		\$2,500.00	/EA	\$0.00
11	Removal and Disposal of Excess Debris	2,312	\$35.75	/CY	\$82,654.00
12	Pump out and Dispose of Septic Tanks		\$253.00	/EA	\$0.00
13	Dispose of Underground Storage Tanks	2	\$2,500.00	/EA	\$5,000.00
14	Tank Closure Reports	1	\$11,000.00	/EA	\$11,000.00
15	Rat Free Certification		\$165.00	/EA	\$0.00
16	Misc. Structures		\$11.00	/EA	\$0.00
17	Asphalt Slabs	16,988	\$0.17	/SF	\$2,887.96
18	Concrete Slabs and Brick Pavers	6,428	\$0.17	/SF	\$1,092.76
19	Sub-grade Base Material		\$0.77	/CY	\$0.00
20	Fencing	1,090	\$10.25	/LF	\$11,172.50
21	HVAC Refrigerant Recovery		\$10.67	/LB	\$0.00
22	Concrete Walls	1,848	\$2.59	/SF	\$4,786.32
23	Hazardous Waste		\$55.00	/CY	\$0.00
24	Crane Rental	1	\$3,500.00	/SF	\$3,500.00
25	Saw Cutting	1	\$3,500.00	/EA	\$3,500.00
26	Swimming Pools/Spas		\$11.00	/SF	\$0.00

Total for Above Property: **\$231,400.54**

Approval and Notice to Proceed:

Printed Name of Authorized City Representative: _____

Date:

AGREEMENT FOR DEMOLITION SERVICES

THIS AGREEMENT, made this 20th day of April 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **AlliedBean Demolition, Inc., a Florida corporation** (“Contractor,” “Company” or “Parties”), whose address and phone number are **500 East Broward Boulevard, Fort Lauderdale, Florida 33301, Phone: 954-610-4439, Email: jermaine@alliedbean.com**.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12471-813, Demolition Services**, including any and all addenda, prepared by the City of Fort Lauderdale (“**ITB**” or “Exhibit A”).
- (2) The Contractor’s response to the **ITB**, dated **January 13, 2021** (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated April 20, 2021, and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **April 20, 2021 and shall end on April 19, 2023.** **The City reserves the right to extend the contract for two additional one-year terms,** providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

- the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is

created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either Party against the other Party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a

period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, PHONE: 954-828-5002.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

[Signature]

Jeffrey A. Modarelli, Clerk



CITY OF FORT LAUDERDALE

By:

[Signature]

Christopher J. Lagerbloom, ICMA-CM
City Manager

Date:

4-20-2021

Approved as to form:

ALAIN E. BOILEAU, CITY ATTORNEY

By:

[Signature]

Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

Signature

Print Name

Signature

Print Name

ALLIEDBEAN DEMOLITION, INC.

By:

[Signature]
Kevin Bean, Director

(CORPORATE SEAL)

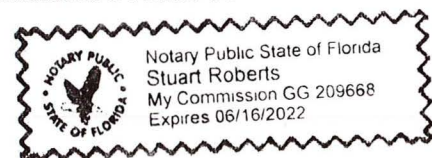
STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 19th day of April, 2021, by **Kevin Bean** as **Director** for
Alliedbean Demolition, Inc., a Florida corporation.

(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 _____



Solicitation 12471-813

Demolition Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12471-813 Demolition Services

Bid Number **12471-813**
 Bid Title **Demolition Services**

Bid Start Date **Dec 4, 2020 3:03:02 PM EST**
 Bid End Date **Jan 13, 2021 2:00:00 PM EST**
 Question &
 Answer End Date **Jan 6, 2021 5:00:00 PM EST**

Bid Contact **Laurie D Platkin, CPPB**
Senior Procurement Specialist
Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

Contract Duration **2 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide the complete demolition of buildings and sites for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**

For further information, go to www.bidsync.com .

Added on Jan 4, 2021:
ADDENDUM 1

This addendum is being issued to make the following change(s):

1. Updated Technical Specifications/Scope of Services.
2. Added Section 3.7.10: Additional Fees for Asbestos Surveys and Asbestos Filing Fees: Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.
3. Additional line item 12471-813-01-37 added

All other terms, conditions, and specifications remain unchanged.

Added on Jan 5, 2021:
ADDENDUM 2

Bid Opening: This is a public meeting that is open to the general public via Zoom.

When it's time, you may join the Zoom meeting by pasting the following link in your browser:

Meeting Link: <https://fortlauderdale.zoomgov.com/j/16164468578?pwd=QmhReVhDcFA5N3FWQ0Vqb3lpcFVPUT09>

Meeting ID: 161 6446 8578
Password: 12471

Join by phone
 For higher quality, dial a number based on your current location.
 US: +1 669 254 5252 or +1 646 828 7666

For comments or questions contact Laurie Platkin, Procurement Specialist, at
 (954) 828-5138 or email: lplatkin@fortlauderdale.gov.

Item Response Form

Item **12471-813--01-01 - CBS Structures for 0-1500 sq. ft.**
 Quantity **7000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 7000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 0 - 1500 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 7,000 square feet annually.

Item **12471-813--01-02 - CBS Structures for 1501-300 sq.ft.**
 Quantity **6000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 1501 - 3000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-03 - CBS Structures for 3001-6000 sq. ft.**
 Quantity **6000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 3001 - 6000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-04 - CBS Structures for 6001+ sq. ft.**

Quantity **6000 square foot**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty** 6000**Description**

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 6001+ sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-05 - Wood Structures for 0-1500 sq. ft.**Quantity **7000 square foot**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty** 7000**Description**

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 0-1500 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 7,000 square feet annually.

Item **12471-813--01-06 - Wood Structures for 1501-3000 sq. ft.**Quantity **6000 square foot**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty** 6000**Description**

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 1501-3000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-07 - Wood Structures for 3001-6000 sq. ft.**Quantity **6000 square foot**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty** 6000**Description**

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 3001-6000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-08 - Wood Structures for 6001+ sq. ft.**CAM 21-0200
Exhibit 3

Page 20 of 106

Quantity **6000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 6001+ sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-09 - 24 Hour Emergency Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 1

Description

Provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the Contractor is required by the City to commence work within 24 hours of notification. Estimated 1 annually.

Item **12471-813--01-10 - 3 Day Emergency Services**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 2

Description

Provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the Contractor is required by the City to commence work within three calendar days of notification. Estimated 2 annually.

Item **12471-813--01-11 - Removal and Disposal of Excess Debris**
 Quantity **300 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified

Qty 300

Description

Removal and Disposal of Excess Debris: Provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually. Estimated 300 cubic yards annually.

Item **12471-813--01-12 - Pump Out, Disposal Rates: Septic Tanks**
 Quantity **10 each**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 10****Description**

Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank. The City estimates that this service will be required on ten (10) structures annually.

Item	12471-813--01-13 - Pump-Out, Disposal Rates: Grease Traps
Quantity	10 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>
	Qty 10

Description

Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap. The City estimates that this service will be required on ten (10) structures annually.

Item	12471-813--01-14 - Capping Sewer Lines
Quantity	40 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>
	Qty 40

Description

Capping Sewer Lines: Provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The City estimates that this service will be required for forty (40) structures annually.

Item	12471-813--01-15 - Rat Free Certification
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>
	Qty 50

Description

Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.

Item	12471-813--01-16 - Removal of Miscellaneous Structures
Quantity	20 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 20**Description**

Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that this service will be required for twenty (20) structures annually.

Item **12471-813--01-17 - Asphalt Slabs**Quantity **10000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 10000**Description**

Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.

Item **12471-813--01-18 - Concrete Slabs and Brick Pavers**Quantity **10000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 10000**Description**

Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.

Item **12471-813--01-19 - Removal of Paved Surfaces Sub-Grade Base Material**Quantity **2500 cubic yard**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 2500**Description**

Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that this service will be required for 2,500 cubic yards annually.

Item **12471-813--01-20 - Removal of Fencing**Quantity **1000 linear foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 1000**Description**

Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that this service will be required for one thousand (1,000) linear feet annually.

Item **12471-813--01-21 - HVAC Refrigerant Recovery**
Quantity **20 pound**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 20**Description**

HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies. This rate is to include all costs should an outside Contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

Item **12471-813--01-22 - Concrete Walls**
Quantity **2000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 2000**Description**

Concrete Walls: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet annually.

Item **12471-813--01-23 - Removal and Disposal of Hazardous Waste**
Quantity **50 cubic yard**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 50**Description**

Removal and Disposal of Hazardous Waste: Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

Item **12471-813--01-24 - Docks**
Quantity **100 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 100****Description**

Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet annually.

Item

12471-813--01-25 - Dock Pilings

Quantity

8 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 8****Description**

Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings annually.

Item

12471-813--01-26 - Swimming Pools / Spas

Quantity

2500 square foot

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 2500****Description**

Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet annually (or an average of 3 pools).

Item

12471-813--01-27 - Clean Fill

Quantity

70 cubic yard

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 70****Description**

Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards annually (or an average of 3 pools).

Item

12471-813--01-28 - Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM)

Quantity

400 square foot

Unit Price

Delivery Location

City of Fort Lauderdale

No Location Specified**Qty 400****Description**

Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item 12471-813--01-29 - Removal of Floor Tile and Mastic as ACM**Quantity 400 square foot**Unit Price **Delivery Location City of Fort Lauderdale**No Location Specified**Qty 400****Description**

Removal of Floor Tile and Mastic as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item 12471-813--01-30 - Removal of Vinyl as ACM**Quantity 400 square foot**Unit Price **Delivery Location City of Fort Lauderdale**No Location Specified**Qty 400****Description**

Removal of Vinyl as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item 12471-813--01-31 - Removal of Carpet as ACM**Quantity 400 square foot**Unit Price **Delivery Location City of Fort Lauderdale**No Location Specified**Qty 400****Description**

Removal of Carpet as as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item 12471-813--01-32 - Removal of Roofing Material as ACM**Quantity 400 square foot**Unit Price **Delivery Location City of Fort Lauderdale**

No Location Specified**Qty 400****Description**

Removal of Roofing Material as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-33 - Removal of Surfacing Material as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Removal of Surfacing Material as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-34 - Removal of Ceiling Tile as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Removal of Ceiling Tile as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-35 - Cementitious Composite as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Cementitious Composite as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-36 - Thermal System Insulation Material (TSI) as ACM
Quantity	400 square foot

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 400****Description**

Thermal System Insulation Material (TSI) as Asbestos Containing Material (ACM) Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.

Item

12471-813--01-37 - Additional Fees for Asbestos Surveys and Asbestos Filing Fees

Quantity

1 lump sum

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 1****Expected Expenditure \$25,000.00****Description**

Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.

City of Fort Lauderdale
Demolition Services
ITB # 12471-813

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide the complete demolition of buildings and sites for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB at (954) 828-5138 or email at lplatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

- 2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, or other license that meets or exceeds those specified herein.

- 2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

- 2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

2.22.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.22.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security – N/A**2.24 Payment and Performance Bond – N/A****2.25 Insurance Requirements**

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the

policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.27 Insurance for Collection of Credit Card Payments – N/A

2.28 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the City.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.35 Contract Period

The initial contract term shall commence upon date of award by the City or April 20, 2021, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two (2) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be

resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this ITB.

2.45 Service Organization Controls – N/A**2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it

is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance – N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required. The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated while providing contracted services.

3.2 Scope of Services

The following is a list of general specifications that when incorporated with other specified conditions, comprise the requirements and scope of services of this contract.

- 3.2.1** No work at any designated site shall begin until the Contractor receives a "Notice to Proceed" from the City.
- 3.2.2** The Contractor will ensure that the premises being serviced are free of rodents, prior to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- 3.2.3** The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- 3.2.4** All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- 3.2.5** The Contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.
- 3.2.6** All work shall be performed in accordance with City Ordinance, Chapter 17, and Hours for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- 3.2.7** The Contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore, be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.

- 3.2.8** It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to ensure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. The Contractor is fully responsible for its security of all materials and/or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- 3.2.9** The Contractor will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- 3.2.10** The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.
- 3.2.11** The Contractor will disconnect and cap all sanitary sewer lines connected to street sewer main lines.
- 3.2.12** The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with clean fill.
- 3.2.13** The Contractor will notify the City of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and Codes.
- 3.2.14** The Contractor will coordinate his work with other Contractors or City departments performing work at the site or adjacent areas.
- 3.2.15** The Contractor will protect and preserve all trees on the property except those designated by the City's tree inspector for removal. When removal is necessary, the Contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.
- 3.2.16** The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- 3.2.17** The Contractor will remove all tools and equipment immediately after the completion of the work.

3.3 Permits

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Fort Lauderdale from the City's Building Permits Division, 700 NW 19 Avenue, Fort Lauderdale, FL 33311. The cost of any permit will be reimbursed by the City upon proof of payment, which shall be submitted with the Contractor's invoice for each assigned project.

3.4 Ownership of Salvaged Materials

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the Contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property. Items of personal property having title of ownership such as automobiles or items having significant exchange value such as precious gems, currency, etc., as determined by the Sustainable Development department, are not considered as salvageable. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

3.5 Pricing Structure

To determine the contracted rate for the demolition of a specific structure, the Contractor and a City representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location. The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

3.6 Estimated Quantities of Work

3.6.1 CBS Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

3.6.2 Wood Frame Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

3.6.3 Emergency Services: Provide two additional flat rate fees to be paid in emergency situations. One of them is when the Contractor is required by the City to commence work within 24 hours of notification and the other is to commence work within three (3) calendar days of notification. The City will pay these fees in addition to any per square foot rate charge. The City estimates there will be one (1) of the first type and two (2) of the second type of emergency projects annually.

3.6.4 Removal and Disposal of Excess Debris: Provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually.

3.6.5 Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal

of the debris generated from demolishing the tank. The City estimates that this service will be required on ten (10) structures annually.

- 3.6.6** Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap. The City estimates that this service will be required on ten (10) structures annually.
- 3.6.7** Capping Sewer Lines: Provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The City estimates that this service will be required for forty (40) structures annually.
- 3.6.8** Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.
- 3.6.9** Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that this service will be required for twenty (20) structures annually.
- 3.6.10** Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.
- 3.6.11** Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.
- 3.6.12** Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that this service will be required for 2,500 cubic yards annually.
- 3.6.13** Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that this service will be required for one thousand (1,000) linear feet annually.
- 3.6.14** HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation

required by any permitting agencies. This rate is to include all costs should an outside Contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

- 3.6.15 Concrete Walls:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet annually.
- 3.6.16 Removal and Disposal of Hazardous Waste:** Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.
- 3.6.17 Docks:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet annually.
- 3.6.18 Dock Pilings:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings annually.
- 3.6.19 Swimming Pools / Spas:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet annually (or an average of 3 pools).
- 3.6.20 Clean Fill:** Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards annually (or an average of 3 pools).

3.7 Asbestos Removal

In the event that asbestos-related materials need to be removed from a structure of site, Proposers will quote a price per each item listed below.

- 3.7.1 Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM):** Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.2 Removal of Floor Tile and Mastic as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.3 Removal of Vinyl as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

- 3.7.4 Removal of Carpet as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.5 Removal of Roofing Material as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.6 Removal of Surfacing Material as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.7 Removal of Ceiling Tile as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.8 Cementitious Composite as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.9 Thermal System Insulation Material (TSI) as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.10 Additional Fees for Asbestos Surveys and Asbestos Filing Fees:** Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.

3.8 Tipping Fees

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their bid prices accordingly.

3.9 Assignment of Work

All work assigned by the City of Fort Lauderdale, shall be initiated through the use of a written Work Order. A Work Order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order form shall be the authorization to commence work.

The Contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Fort Lauderdale as an EMERGENCY SITUATION. When this condition is declared, the Contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the Contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump out and removal of the septic tank and/or disconnection of the gas source.

3.10 Damage to Public and Or Private Property

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City.

If the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice. It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

3.11 Liquidated Damages

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement are given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be in the nature of a penalty.

END OF SECTION

QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name:

Contact Name:

Contact Phone:

Contact Email:

1. Provide complete information of three references for which you have performed these services.

Entity name:

Address:

Contact Name:

Telephone Number:

Entity name:

Address:

Contact Name:

Telephone Number:

Entity name:

Address:

Contact Name:

Telephone Number:

2. Number of years experience you have had in providing similar services.

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

Yes ☐ No ☐

4. Have you included copies of all appropriate licenses with your bid submittal?

Yes ☐ No ☐

License/Certification/Registration # Years

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5. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability Yes ☐ No ☐

Auto Liability Yes ☐ No ☐

Worker's Comp Yes ☐ No ☐

6. Describe the last project of this nature that you completed.

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The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions for faithful

Exhibit 3
Page 57 of 106

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed prior to termination of

Exhibit 3

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

CAM 21-0200

Exhibit 3

Page 64 of 106

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, ~~exemplary damages~~

Exhibit 3

Page 67 of 106

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 12471-813
TITLE: Demolition Services

ISSUED: January 4, 2021

This addendum is being issued to make the following change(s):

1. Updated Technical Specifications/Scope of Services.
2. Section 3.7.10 added:
Additional Fees for Asbestos Surveys and Asbestos Filing Fees: Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.
3. Additional line item 12471-813-01-37 added

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12471-813 - Demolition Services

Overall Bid Questions

Question 1

How do you want line item amounts submitted? The spreadsheet does not give columns for such and the place offer key on the line items sheet is not seeming to work.

Do you want to include line items for: asbestos survey; asbestos survey filing fee; and miscellaneous protection?

If we do not accept credit card, can you pay invoices via check or ACH? (Submitted: Jan 1, 2021 10:29:20 AM EST)

Answer

- A) How do you want line item amounts submitted? The spreadsheet does not give columns for such and the place offer key on the line items sheet is not seeming to work.

Answer: Please reach out to BidSync.com directly if you are experiencing challenges submitting your bid pricing.

B) Do you want to include line items for: asbestos survey; asbestos survey filing fee; and miscellaneous protection?

Answer: See Addendum 1

C) If we do not accept credit card, can you pay invoices via check or ACH?

Answer: No, the City will not pay for these services via check or ACH. The contractor will need to make arrangements to accept either Visa or Mastercard credit card payments. (Answered: Jan 4, 2021 11:32:15 AM EST)

Alliedbean Demolition

Bid Contact **Bob Pagano**
jermaine@alliedbean.com
Ph 954-296-4152

Address **500 East Broward Blvd**
Suiet 1710
Fort Lauderdale, FL 33394

Qualifications **WBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12471-813--01-01	CBS Structures for 0-1500 sq. ft.	Supplier Product Code:	First Offer - \$3.55	7000 / square foot	\$24,850.00 Y Y
12471-813--01-02	CBS Structures for 1501-300 sq.ft.	Supplier Product Code:	First Offer - \$3.55	6000 / square foot	\$21,300.00 Y
12471-813--01-03	CBS Structures for 3001-6000 sq. ft.	Supplier Product Code:	First Offer - \$3.25	6000 / square foot	\$19,500.00 Y
12471-813--01-04	CBS Structures for 6001+ sq. ft.	Supplier Product Code:	First Offer - \$3.25	6000 / square foot	\$19,500.00 Y
12471-813--01-05	Wood Structures for 0-1500 sq. ft.	Supplier Product Code:	First Offer - \$3.52	7000 / square foot	\$24,640.00 Y
12471-813--01-06	Wood Structures for 1501-3000 sq. ft.	Supplier Product Code:	First Offer - \$3.52	6000 / square foot	\$21,120.00 Y
12471-813--01-07	Wood Structures for 3001-6000 sq. ft.	Supplier Product Code:	First Offer - \$3.52	6000 / square foot	\$21,120.00 Y
12471-813--01-08	Wood Structures for 6001+ sq. ft.	Supplier Product Code:	First Offer - \$2.20	6000 / square foot	\$13,200.00 Y
12471-813--01-09	24 Hour Emergency Services	Supplier Product Code:	First Offer - \$5,000.00	1 / each	\$5,000.00 Y
12471-813--01-10	3 Day Emergency Services	Supplier Product Code:	First Offer - \$2,500.00	2 / each	\$5,000.00 Y

12471-813--01-11	Removal and Disposal of Excess Debris	Supplier Product Code:	First Offer - \$35.75	300 / cubic yard	\$10,725.00	Y
12471-813--01-12	Pump Out, Disposal Rates: Septic Tanks	Supplier Product Code:	First Offer - \$253.00	10 / each	\$2,530.00	Y
12471-813--01-13	Pump-Out, Disposal Rates: Grease Traps	Supplier Product Code:	First Offer - \$825.00	10 / each	\$8,250.00	Y
12471-813--01-14	Capping Sewer Lines	Supplier Product Code:	First Offer - \$423.50	40 / each	\$16,940.00	Y
12471-813--01-15	Rat Free Certification	Supplier Product Code:	First Offer - \$165.00	50 / each	\$8,250.00	Y
12471-813--01-16	Removal of Miscellaneous Structures	Supplier Product Code:	First Offer - \$11.00	20 / each	\$220.00	Y
12471-813--01-17	Asphalt Slabs	Supplier Product Code:	First Offer - \$0.17	10000 / square foot	\$1,700.00	Y
12471-813--01-18	Concrete Slabs and Brick Pavers	Supplier Product Code:	First Offer - \$0.17	10000 / square foot	\$1,700.00	Y
12471-813--01-19	Removal of Paved Surfaces Sub-Grade Base Material	Supplier Product Code:	First Offer - \$0.77	2500 / cubic yard	\$1,925.00	Y
12471-813--01-20	Removal of Fencing	Supplier Product Code:	First Offer - \$6.95	1000 / linear foot	\$6,950.00	Y
12471-813--01-21	HVAC Refrigerant Recovery	Supplier Product Code:	First Offer - \$10.67	20 / pound	\$213.40	Y
12471-813--01-22	Concrete Walls	Supplier Product Code:	First Offer - \$2.59	2000 / square foot	\$5,180.00	Y
12471-813--01-23	Removal and Disposal	Supplier	First Offer - \$55.00	50 / cubic yard	\$2,750.00	Y

of Hazardous Waste		Product Code:				
12471-813-01-24	Docks	Supplier Product Code:	First Offer - \$7.92	100 / square foot	\$792.00	Y
12471-813-01-25	Dock Pilings	Supplier Product Code:	First Offer - \$88.00	8 / each	\$704.00	Y
12471-813-01-26	Swimming Pools / Spas	Supplier Product Code:	First Offer - \$11.00	2500 / square foot	\$27,500.00	Y
12471-813-01-27	Clean Fill	Supplier Product Code:	First Offer - \$22.00	70 / cubic yard	\$1,540.00	Y
12471-813-01-28	Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM)	Supplier Product Code:	First Offer - \$1.71	400 / square foot	\$684.00	Y
12471-813-01-29	Removal of Floor Tile and Mastic as ACM	Supplier Product Code:	First Offer - \$2.20	400 / square foot	\$880.00	Y
12471-813-01-30	Removal of Vinyl as ACM	Supplier Product Code:	First Offer - \$1.71	400 / square foot	\$684.00	Y
12471-813-01-31	Removal of Carpet as ACM	Supplier Product Code:	First Offer - \$1.60	400 / square foot	\$640.00	Y
12471-813-01-32	Removal of Roofing Material as ACM	Supplier Product Code:	First Offer - \$3.30	400 / square foot	\$1,320.00	Y
12471-813-01-33	Removal of Surfacing Material as ACM	Supplier Product Code:	First Offer - \$7.43	400 / square foot	\$2,972.00	Y
12471-813-01-34	Removal of Ceiling Tile as ACM	Supplier Product Code:	First Offer - \$3.74	400 / square foot	\$1,496.00	Y
12471-813-01-35	Cementitious Composite as ACM	Supplier Product Code:	First Offer - \$3.25	400 / square foot	\$1,300.00	Y

Code:						
12471-813--01-36	Thermal System Insulation Material (TSI) as ACM	Supplier Product Code:	First Offer - \$9.63	400 / square foot	\$3,852.00	Y
12471-813--01-37	Additional Fees for Asbestos Surveys and Asbestos Filing Fees	Supplier Product Code:	First Offer - \$25,000.00	1 / lump sum	\$25,000.00	Y
					Supplier Total	\$311,927.40

Alliedbean Demolition

Item: **CBS Structures for 0-1500 sq. ft.**

Attachments

License Documents.pdf



ALLIDEM-01

RHOHNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

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

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

PRODUCER Kore Insurance Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	CONTACT NAME: PHONE (A/C, No, Ext): (973) 577-8627 FAX (A/C, No): E-MAIL ADDRESS: rhohne@koreins.com														
INSURED Alliedbean Demolition, Inc. 500 East Broward Blvd. Fort Lauderdale, FL 33394	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Clear Blue Specialty Insurance Company</td> <td>37745</td> </tr> <tr> <td>INSURER B: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER C: Golden Bear Insurance Company</td> <td>39861</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Clear Blue Specialty Insurance Company	37745	INSURER B: Admiral Insurance Company	24856	INSURER C: Golden Bear Insurance Company	39861	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			WCCO-CGL-0000090-01	4/10/2020	4/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			BEX09603621-01	4/10/2020	4/10/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Fla) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess \$5M x/o \$5M			GBX32773	4/10/2020	4/10/2021	Excess \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Allied Bean Demolition, Inc.
 500 East Broward Blvd, Suite 1710
 Fort Lauderdale, FL 33394

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date:

Policy No.: WCCO-CGL-0000090 - 01 Endorsement No.:

Named Insured:

Authorized Representative _____

WCIS CGL 4026 12 15

POLICY NUMBER: WCCO-
CGL-0000090-01

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 11 85

**ADDITIONAL INSURED--OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE:

Name of Person or Organization:

Any person or organization, if required by a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER: WCCO-CGL-0000090 - 01

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**

As required by written contract signed by both parties and the insured contract is executed prior to any loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2021

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

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PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Daniel Rubin	
	PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: danny@furmaninsurance.com	
INSURED Alliedbean Demolition 500 E. Broward Blvd, Suite 1710. Ft. Lauderdale FL 33394	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Progressive Express Ins Co	10193
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20 - 21 BA

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02990409-4	04/25/2020	04/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

REF: Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

"Proof of Coverage"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 3

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:

ALLIEDBEAN DEMOLITION
INC.
3275 W HILLSBORO BLV
DEERFIELD BEACH FL 33442

The attached endorsements listed below applies to policy number: 029904094

Form 2366 (02/11) Blanket Additional Insured Endorsement

Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: April 25, 2020

Endorsements listed above are effective until policy cancellation date. Fees will be waived on your current policy term.

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the **policy**, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If you pay the fee for this Blanket Waiver of Subrogation Endorsement, we agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any loss.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2020

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

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

PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich-American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich-American Insurance Company	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich-American Insurance Company	16535														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Workforce Business Services, Inc. Alt. Emp: Alliedbean Demolition Inc 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708															

COVERAGES**CERTIFICATE NUMBER:** 20FL079981917**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Kevin Bean and Liliana Alvarez are not included in WC coverage.	Y/N	Y	N/A	WC 90-00-818-10	12/31/2020 12/31/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2020	12/31/2021	Client# 054840

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

Coverage is provided for only those co-employees of, but not subcontractors to:
 Alliedbean Demolition Inc
 500 East Broward Blvd Suite 1710
 Fort Lauderdale, FL 33394

CERTIFICATE HOLDER**CANCELLATION**

Alliedbean Demolition Inc
 500 East Broward Blvd
 Suite 1710
 Fort Lauderdale, FL 33394

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CAM 21-0200

Exhibit 3

Page 84 of 106

1/27/2021

BidSync

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QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name: **AlliedBean Demolition**

Contact Name: **Jermaine Jennings**

Contact Phone: **9546104439**

Contact Email: **jermaine@alliedbean.com**

1. Provide complete information of three references for which you have performed these services.

Entity name: **City of Ft Lauderdale**

Address: **100 N Andrews Ave Ft Lauderdale**

Contact Name: **Tasha Williams**

Telephone Number: **954-828-5082**

Entity name:

Address:

Contact Name:

Telephone Number:

Entity name:

Address:

Contact Name:

Telephone Number:

2. Number of years experience you have had in providing similar services.

8

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

Yes ☐

No ☒

4. Have you included copies of all appropriate licenses with your bid submittal?

Yes ☒

No ☐

License/Certification/Registration # Years

5. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes ☒	No ☐
Auto Liability	Yes ☒	No ☐
Worker's Comp	Yes ☒	No ☐

6. Describe the last project of this nature that you completed.

Ft Lauderdale warehouse demo & fire station demo

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed prior to termination of

Exhibit 3

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Jermaine Jennings
Authorized Signature

Estimator
Title

Jermaine Jennings
Name (Printed)

1-13-2021
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Jermaine Jennings
Authorized Signature

Jermaine Jennings
Print Name and Title

1-13-2021
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

AlliedBean Demolition

Company Name

Jermaine Jennings

Name (Printed)

1-13-2021

Date

Jermaine Jennings

Signature

Estimator

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|---|---|
| (1) | AlliedBean Demolition
Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **AlliedBean Demolition**

AUTHORIZED PERSON:	COMPANY	Jermaine Jennings	Estimator
		PRINTED NAME	TITLE
SIGNATURE:	Jermaine Jennings	DATE:	1-13-2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **AlliedBean Demolition**

Authorized Company Person's Signature: **Jermaine Jennings**

Authorized Company Person's Title: **Estimating**

Date: **1-13-2021**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **AlliedBean Demolition**EIN (Optional):

Address: **500 E Broward Blvd**

City: **Ft Lauderdale**State: **FL** Zip: **33301**

Telephone No.: **954-610-4439**FAX No.: **954-610-4439**Email: **jermaine@alliedbean.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **10 days**

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
Addendum 1	Jan 4 2021				
Addendum 2	Jan 5 2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Jermaine Jennings

Name (printed)

1-13-2021

Date

Jermaine Jennings

Signature

Estimator

Title

Revised 4/28/2020



December 12, 2016

Allied Bean
500 East Broward Blvd., Suite 1710
Fort Lauderdale, FL 33394
Attention: Michael Cummings

Re: The Norton Museum Demolition Project

Dear Michael:

I just wanted to thank you and your team for your efforts in the demolition of the Norton Museum.

When we started this work, you realized very quickly that safety and vibration issues were high on our list of concerns. Your team understood that the Museum would remain open while the selective and mass demolition would happen. The need for a stability engineer and a structured manner to do the demolition on a building that has been added onto from 1945 to 2000 separated you from the other demolition contractors we were considering.

The unique and imaginative way you preceded has allowed us to start work in other areas while the major demolition continued. All aspects related to the high security requirements demanded by the client were met and any issues that did come up were dealt with quickly and quietly.

It has been a great project and we would certainly consider using Allied Bean again in the future.

Regards,

A handwritten signature in blue ink, appearing to read "MB", with a stylized flourish at the end.

Michael Bird
Project Executive



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WACKES, ALAN C

ALLIEDBEAN DEMOLITION, INC.
500 E BROWARD BLVD SUITE 1710
FORT LAUDERDALE FL 33394

LICENSE NUMBER: CGCA14105

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CAM 21-0200

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: ALLIED BEAN DEMOLITION INC
Business Name:

Receipt #: 377-293694
Business Type: OFFICE/SALES/BUSINESS/ADMIN
(ADMIN OFFICE)

Owner Name: KEVIN BEAN
Business Location: 4611 LYONS TECHNOLOGY PKWY #16 COCONUT CREEK
Business Phone: 9548482806
Business Opened: 10/04/2018
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ALLIED BEAN DEMOLITION
500 E BROWARD BLVD #1710
FORT LAUDERDALE, FL 33394

Receipt # WWW-19-00214615
Paid 09/23/2020 45.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Rooms Seats Employees Machines Professionals

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt # WWW-19-00214615
Paid 09/23/2020 45.00

Exhibit 3
Page 104 of 106



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

June 3, 2020

Mr. Kevin Bean
ALLIEDBEAN DEMOLITION, INC.
500 E. Broward Blvd., Suite 1710
Fort Lauderdale, Florida 33394

Dear Mr. Bean:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** has been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

NAICS CODE: 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandy-Michael McDonald", with a long, sweeping flourish extending to the right.

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: May 7th



Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to:

ALLIEDBEAN DEMOLITION, INC.

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

**County Business Enterprise
Anniversary Date: MAY 7TH**

Chris B. [unclear]

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

Solicitation 12471-813

Demolition Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12471-813 Demolition Services

Bid Number **12471-813**
Bid Title **Demolition Services**

Bid Start Date **Dec 4, 2020 3:03:02 PM EST**
Bid End Date **Jan 13, 2021 2:00:00 PM EST**
Question &
Answer End Date **Jan 6, 2021 5:00:00 PM EST**

Bid Contact **Laurie Platkin, NIGP-CPP, CPPB**
Senior Procurement Specialist
Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

Contract Duration **2 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide the complete demolition of buildings and sites for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**

For further information, go to www.bidsync.com .

**Added on Jan 4, 2021:
ADDENDUM 1**

This addendum is being issued to make the following change(s):

- 1. Updated Technical Specifications/Scope of Services.**
- 2. Added Section 3.7.10: Additional Fees for Asbestos Surveys and Asbestos Filing Fees: Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.**
- 3. Additional line item 12471-813-01-37 added**

All other terms, conditions, and specifications remain unchanged.

**Added on Jan 5, 2021:
ADDENDUM 2**

Bid Opening: This is a public meeting that is open to the general public via Zoom.

When it's time, you may join the Zoom meeting by pasting the following link in your browser:

Meeting Link: <https://fortlauderdale.zoomgov.com/j/16164468578?pwd=QmhReVhDcFA5N3FWQ0Vqb3lpcFVPUT09>

Meeting ID: 161 6446 8578
Password: 12471

Join by phone
 For higher quality, dial a number based on your current location.
 US: +1 669 254 5252 or +1 646 828 7666

For comments or questions contact Laurie Platkin, Procurement Specialist, at
 (954) 828-5138 or email: lplatkin@fortlauderdale.gov.

Item Response Form

Item **12471-813--01-01 - CBS Structures for 0-1500 sq. ft.**
 Quantity **7000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 7000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 0 - 1500 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 7,000 square feet annually.

Item **12471-813--01-02 - CBS Structures for 1501-300 sq.ft.**
 Quantity **6000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 1501 - 3000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-03 - CBS Structures for 3001-6000 sq. ft.**
 Quantity **6000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
 Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 3001 - 6000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-04 - CBS Structures for 6001+ sq. ft.**

Quantity **6000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures ranging from 6001+ sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-05 - Wood Structures for 0-1500 sq. ft.**

Quantity **7000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 7000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 0-1500 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 7,000 square feet annually.

Item **12471-813--01-06 - Wood Structures for 1501-3000 sq. ft.**

Quantity **6000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 1501-3000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-07 - Wood Structures for 3001-6000 sq. ft.**

Quantity **6000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 3001-6000 sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item **12471-813--01-08 - Wood Structures for 6001+ sq. ft.**

Quantity	6000 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>

Qty 6000

Description

Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures ranging from 6001+ sq. ft. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. Estimated 6,000 square feet annually.

Item	12471-813--01-09 - 24 Hour Emergency Services
Quantity	1 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>

Qty 1

Description

Provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the Contractor is required by the City to commence work within 24 hours of notification. Estimated 1 annually.

Item	12471-813--01-10 - 3 Day Emergency Services
Quantity	2 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>

Qty 2

Description

Provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the Contractor is required by the City to commence work within three calendar days of notification. Estimated 2 annually.

Item	12471-813--01-11 - Removal and Disposal of Excess Debris
Quantity	300 cubic yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>

Qty 300

Description

Removal and Disposal of Excess Debris: Provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually. Estimated 300 cubic yards annually.

Item	12471-813--01-12 - Pump Out, Disposal Rates: Septic Tanks
Quantity	10 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 10****Description**

Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank. The City estimates that this service will be required on ten (10) structures annually.

Item

12471-813--01-13 - Pump-Out, Disposal Rates: Grease Traps

Quantity

10 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 10****Description**

Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap. The City estimates that this service will be required on ten (10) structures annually.

Item

12471-813--01-14 - Capping Sewer Lines

Quantity

40 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 40****Description**

Capping Sewer Lines: Provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The City estimates that this service will be required for forty (40) structures annually.

Item

12471-813--01-15 - Rat Free Certification

Quantity

50 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty 50****Description**

Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.

Item

12471-813--01-16 - Removal of Miscellaneous Structures

Quantity

20 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 20**Description**

Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that this service will be required for twenty (20) structures annually.

Item **12471-813--01-17 - Asphalt Slabs**Quantity **10000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 10000**Description**

Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.

Item **12471-813--01-18 - Concrete Slabs and Brick Pavers**Quantity **10000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 10000**Description**

Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.

Item **12471-813--01-19 - Removal of Paved Surfaces Sub-Grade Base Material**Quantity **2500 cubic yard**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 2500**Description**

Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that this service will be required for 2,500 cubic yards annually.

Item **12471-813--01-20 - Removal of Fencing**Quantity **1000 linear foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 1000**Description**

Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that this service will be required for one thousand (1,000) linear feet annually.

Item **12471-813--01-21 - HVAC Refrigerant Recovery**
Quantity **20 pound**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 20**Description**

HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies. This rate is to include all costs should an outside Contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

Item **12471-813--01-22 - Concrete Walls**
Quantity **2000 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 2000**Description**

Concrete Walls: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet annually.

Item **12471-813--01-23 - Removal and Disposal of Hazardous Waste**
Quantity **50 cubic yard**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 50**Description**

Removal and Disposal of Hazardous Waste: Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

Item **12471-813--01-24 - Docks**
Quantity **100 square foot**

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 100**Description**

Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet annually.

Item

12471-813--01-25 - Dock Pilings

Quantity

8 each

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 8**Description**

Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings annually.

Item

12471-813--01-26 - Swimming Pools / Spas

Quantity

2500 square foot

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 2500**Description**

Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet annually (or an average of 3 pools).

Item

12471-813--01-27 - Clean Fill

Quantity

70 cubic yard

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 70**Description**

Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards annually (or an average of 3 pools).

Item

12471-813--01-28 - Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM)

Quantity

400 square foot

Unit Price

Delivery Location

City of Fort Lauderdale

No Location Specified

Qty 400

Description

Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item **12471-813--01-29 - Removal of Floor Tile and Mastic as ACM**

Quantity **400 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 400

Description

Removal of Floor Tile and Mastic as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item **12471-813--01-30 - Removal of Vinyl as ACM**

Quantity **400 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 400

Description

Removal of Vinyl as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item **12471-813--01-31 - Removal of Carpet as ACM**

Quantity **400 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 400

Description

Removal of Carpet as as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item **12471-813--01-32 - Removal of Roofing Material as ACM**

Quantity **400 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified**Qty** 400**Description**

Removal of Roofing Material as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-33 - Removal of Surfacing Material as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Removal of Surfacing Material as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-34 - Removal of Ceiling Tile as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Removal of Ceiling Tile as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-35 - Cementitious Composite as ACM
Quantity	400 square foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>

Qty 400**Description**

Cementitious Composite as Asbestos Containing Material (ACM): Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.

Item	12471-813--01-36 - Thermal System Insulation Material (TSI) as ACM
Quantity	400 square foot

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 400**Description**

Thermal System Insulation Material (TSI) as Asbestos Containing Material (ACM) Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.

Item

12471-813--01-37 - Additional Fees for Asbestos Surveys and Asbestos Filing Fees

Quantity

1 lump sum

Unit Price

Delivery Location

City of Fort LauderdaleNo Location Specified**Qty** 1**Expected Expenditure** \$25,000.00**Description**

Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.

City of Fort Lauderdale
Demolition Services
ITB # 12471-813

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide the complete demolition of buildings and sites for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB at (954) 828-5138 or email at lplatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

- 2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, or other license that meets or exceeds those specified herein.

- 2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

- 2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

2.22.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.22.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security – N/A**2.24 Payment and Performance Bond – N/A****2.25 Insurance Requirements**

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the

policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.27 Insurance for Collection of Credit Card Payments – N/A

2.28 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the City.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.35 Contract Period

The initial contract term shall commence upon date of award by the City or April 20, 2021, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two (2) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be

resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this ITB.

2.45 Service Organization Controls – N/A**2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it

is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance – N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required. The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated while providing contracted services.

3.2 Scope of Services

The following is a list of general specifications that when incorporated with other specified conditions, comprise the requirements and scope of services of this contract.

- 3.2.1** No work at any designated site shall begin until the Contractor receives a "Notice to Proceed" from the City.
- 3.2.2** The Contractor will ensure that the premises being serviced are free of rodents, prior to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- 3.2.3** The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- 3.2.4** All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- 3.2.5** The Contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.
- 3.2.6** All work shall be performed in accordance with City Ordinance, Chapter 17, and Hours for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- 3.2.7** The Contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore, be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.

- 3.2.8** It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to ensure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. The Contractor is fully responsible for its security of all materials and/or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- 3.2.9** The Contractor will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- 3.2.10** The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.
- 3.2.11** The Contractor will disconnect and cap all sanitary sewer lines connected to street sewer main lines.
- 3.2.12** The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with clean fill.
- 3.2.13** The Contractor will notify the City of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and Codes.
- 3.2.14** The Contractor will coordinate his work with other Contractors or City departments performing work at the site or adjacent areas.
- 3.2.15** The Contractor will protect and preserve all trees on the property except those designated by the City's tree inspector for removal. When removal is necessary, the Contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.
- 3.2.16** The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- 3.2.17** The Contractor will remove all tools and equipment immediately after the completion of the work.

3.3 Permits

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Fort Lauderdale from the City's Building Permits Division, 700 NW 19 Avenue, Fort Lauderdale, FL 33311. The cost of any permit will be reimbursed by the City upon proof of payment, which shall be submitted with the Contractor's invoice for each assigned project.

3.4 Ownership of Salvaged Materials

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the Contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property. Items of personal property having title of ownership such as automobiles or items having significant exchange value such as precious gems, currency, etc., as determined by the Sustainable Development department, are not considered as salvageable. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

3.5 Pricing Structure

To determine the contracted rate for the demolition of a specific structure, the Contractor and a City representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location. The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

3.6 Estimated Quantities of Work

3.6.1 CBS Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

3.6.2 Wood Frame Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

3.6.3 Emergency Services: Provide two additional flat rate fees to be paid in emergency situations. One of them is when the Contractor is required by the City to commence work within 24 hours of notification and the other is to commence work within three (3) calendar days of notification. The City will pay these fees in addition to any per square foot rate charge. The City estimates there will be one (1) of the first type and two (2) of the second type of emergency projects annually.

3.6.4 Removal and Disposal of Excess Debris: Provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually.

3.6.5 Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal

of the debris generated from demolishing the tank. The City estimates that this service will be required on ten (10) structures annually.

- 3.6.6** Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap. The City estimates that this service will be required on ten (10) structures annually.
- 3.6.7** Capping Sewer Lines: Provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The City estimates that this service will be required for forty (40) structures annually.
- 3.6.8** Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.
- 3.6.9** Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that this service will be required for twenty (20) structures annually.
- 3.6.10** Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.
- 3.6.11** Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that this service will be required for twenty (20) structures annually or approximately 10,000 square feet annually.
- 3.6.12** Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that this service will be required for 2,500 cubic yards annually.
- 3.6.13** Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that this service will be required for one thousand (1,000) linear feet annually.
- 3.6.14** HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation

required by any permitting agencies. This rate is to include all costs should an outside Contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

- 3.6.15 Concrete Walls:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet annually.
- 3.6.16 Removal and Disposal of Hazardous Waste:** Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.
- 3.6.17 Docks:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet annually.
- 3.6.18 Dock Pilings:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings annually.
- 3.6.19 Swimming Pools / Spas:** Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet annually (or an average of 3 pools).
- 3.6.20 Clean Fill:** Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards annually (or an average of 3 pools).

3.7 Asbestos Removal

In the event that asbestos-related materials need to be removed from a structure of site, Proposers will quote a price per each item listed below.

- 3.7.1 Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM):** Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.2 Removal of Floor Tile and Mastic as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.3 Removal of Vinyl as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

- 3.7.4 Removal of Carpet as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.5 Removal of Roofing Material as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.6 Removal of Surfacing Material as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.7 Removal of Ceiling Tile as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.8 Cementitious Composite as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.9 Thermal System Insulation Material (TSI) as ACM:** Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.
- 3.7.10 Additional Fees for Asbestos Surveys and Asbestos Filing Fees:** Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.

3.8 Tipping Fees

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their bid prices accordingly.

3.9 Assignment of Work

All work assigned by the City of Fort Lauderdale, shall be initiated through the use of a written Work Order. A Work Order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order form shall be the authorization to commence work.

The Contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Fort Lauderdale as an EMERGENCY SITUATION. When this condition is declared, the Contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the Contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump out and removal of the septic tank and/or disconnection of the gas source.

3.10 Damage to Public and Or Private Property

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City.

If the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice. It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

3.11 Liquidated Damages

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement are given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be in the nature of a penalty.

END OF SECTION

QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name:

Contact Name:

Contact Phone:

Contact Email:

1. Provide complete information of three references for which you have performed these services.

Entity name:

Address:

Contact Name:

Telephone Number:

Entity name:

Address:

Contact Name:

Telephone Number:

Entity name:

Address:

Contact Name:

Telephone Number:

2. Number of years experience you have had in providing similar services.

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

Yes ☐ No ☐

4. Have you included copies of all appropriate licenses with your bid submittal?

Yes ☐ No ☐

License/Certification/Registration # Years

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5. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability Yes ☐ No ☐

Auto Liability Yes ☐ No ☐

Worker's Comp Yes ☐ No ☐

6. Describe the last project of this nature that you completed.

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The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City’s P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor’s participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)
Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 12471-813
TITLE: Demolition Services

ISSUED: January 4, 2021

This addendum is being issued to make the following change(s):

1. Updated Technical Specifications/Scope of Services.
2. Section 3.7.10 added:
Additional Fees for Asbestos Surveys and Asbestos Filing Fees: Proposer will add \$25,000 to bid for additional fees related to asbestos surveys and filing fees.
3. Additional line item 12471-813-01-37 added

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12471-813 - Demolition Services

Overall Bid Questions

Question 1

How do you want line item amounts submitted? The spreadsheet does not give columns for such and the place offer key on the line items sheet is not seeming to work.

Do you want to include line items for: asbestos survey; asbestos survey filing fee; and miscellaneous protection?

If we do not accept credit card, can you pay invoices via check or ACH? (Submitted: Jan 1, 2021 10:29:20 AM EST)

Answer

- A) How do you want line item amounts submitted? The spreadsheet does not give columns for such and the place offer key on the line items sheet is not seeming to work.

Answer: Please reach out to BidSync.com directly if you are experiencing challenges submitting your bid pricing.

B) Do you want to include line items for: asbestos survey; asbestos survey filing fee; and miscellaneous protection?

Answer: See Addendum 1

C) If we do not accept credit card, can you pay invoices via check or ACH?

Answer: No, the City will not pay for these services via check or ACH. The contractor will need to make arrangements to accept either Visa or Mastercard credit card payments. (Answered: Jan 4, 2021 11:32:15 AM EST)