

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

February 21, 2024
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.

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Wednesday, February 21, 2024, at 7:00 p.m.

“In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town’s equipment. There is no guarantee that internet service will be reliable or that the Town’s equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments.”

Zoom Meeting Link: <https://us06web.zoom.us/j/87877295960>
Meeting ID: 878 7729 5960

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

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

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location:
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 878 7729 5960
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Proclamation - Colorectal Cancer Awareness Month.
2. Proclamation - Problem Gambling Awareness Month
3. Introduction of New Police Officer Alexander Alvarez

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:

4. Parks & Recreation Committee January 24, 2024, Meeting Report - Chair Kathleen Kennedy
5. **Ratification and Approval** of reduction of fines as mitigated by the Litigation Committee for 1060 95th Street and 1080 95th Street, pursuant to Section 5 3/4-16 of the Town Code. The Special Magistrate imposed a fine of \$307,450.00 for various Code violations. At its meeting on February 7, 2024, the Litigation Committee reduced the fine to \$75,000.00, subject to approval of the reduction by the Town Council, with the conditions that they rehab the existing structures within the existing envelope and footprint of the buildings. If the properties are sold or redeveloped in a different way, prior to the issuance of a final Certificate of Occupancy, the amount forgiven would have to be paid to the Town.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

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.)*

6. **Consideration and Approval** to increase the Police Department's personnel in furtherance of the delivery and efficiency of the Police Dispatcher services by hiring three (3) additional Full-Time Police Dispatchers. Sponsored by Council Member Stephanie Bruder. Enclosed are the supporting documents.
7. **Consideration and Approval** to piggyback off the Seminole County Sheriff's Office/Contract with HG2 Emergency Lighting to outfit (3) new police vehicles with emergency lights and equipment for \$34,388.00, pursuant to Section 2-1.2 of the Procurement Ordinance. Enclosed are the piggyback documents.
8. **Consideration and Approval** of a Resolution approving Change Order No. 1 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for BC-158 Shepard Broad Causeway Rehabilitation Project Bridge 875101. The Change Order is for the amount of \$196,594.00 for services needed by FPL, for Installation for Exploratory Hand Digging, and Hydro Excavation to Connect Existing FPL Conduit to the New Pull Box at the Shepard Broad Causeway, plus the purchase and installation of FPL Conduit and Cable. Enclosed are the supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH ENGINEERING CONTROLS SYSTEMS CORP FOR THE SHEPARD BROAD CAUSEWAY REHABILITATION PROJECT BRIDGE NO. 875101; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Consideration and Approval** of a Resolution approving Change Order 1 to BC – 158 – Rehabilitation of Broad Causeway Bridge # 85101 contract in the amount of \$94,275.87 with BCC/Lakes Engineering Controls Systems Corp for repair of the Broad Causeway West Relief Bridge (BC – 158 – Rehabilitation of Shepard Broad Causeway Bridge # 85101) for additional Construction Inspection Services. Enclosed are the supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH LAKES ENGINEERING FOR INSPECTION SERVICES ON THE SHEPARD BROAD CAUSEWAY BRIDGE REHABILITATION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

10. **Consideration and Approval** of Resolution awarding a competitively bid contract to Kearns Construction Company, the lowest responsible, responsive bidder, in the amount of \$363,400.00, pursuant to RFP No. 5-1015-PW-0-2023/FVR-BHI Artificial Reef - Marine Park Construction, in accordance with Section 2-1.1 of the Procurement Ordinance; and approving Budget Amendment No. 1 for \$113,400.00 for the additional cost of the project. Enclosed are the supporting documents.

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AWARDING A COMPETITIVELY BID CONTRACT
TO KEARNS CONSTRUCTION COMPANY,
PURSUANT TO RFP NO. -5-1015-PW-0-2023/FVR BHI
ARTIFICIAL REEF – MARINE PARK
CONSTRUCTION; APPROVING BUDGET
AMENDMENT NO. 1 TO FISCAL YEAR 2023/2024
BUDGET PROVIDING THE BALANCE OF FUNDS
FOR THE PROJECT; PROVIDING INCORPORATION
OF RECITALS, PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

11. **Consideration and Approval** to terminate the Town Shuttle Bus services with Limousine of South Florida (LSF), add a Freebee On-Demand Vehicle through Beefree, LLC, and adopt Freebee's SSPP and SPP operating procedures. Enclosed is the Freebee System Safety Program Plan.
12. **Consideration and Approval** of a Demolition Design Contract with Chen Moore and Associates in the amount of \$77,350.00, in order to continue with Phase II of Town Hall demolition. Enclosed are the demolition plans.
13. **Consideration and Approval** of a Resolution for the Fourth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to May 31, 2024, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the proposed resolution and the Lease Extension agreement.

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR
ISLANDS, PROVIDING FOR THE APPROVAL OF THE FOURTH LEASE
EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR
ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A
FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF
RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

14. **Ratification of Approval** of emergency authorization in accordance with Section 2-1.3 of the Town's Emergency Procurements provisions for the Shepard Broad Causeway Bridge. Further approving Change Order No. 2 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for an approximate amount of \$347,545.00, which includes \$22,651.00 for repair design and approximately \$324,894.00 for the additional construction work. Enclosed are the supporting documents.
15. **Consideration and Approval** of the staff recommendation to select the alternative repair design for replacing the first and last span (Slabs 1 and 5) and rehabilitation of the remaining spans of the bridge that would cost approximately \$1,952,701.00 for repair of Shepard Broad Causeway West Relief Bridge (BC-161 West Relief - North Miami - Bridge No. 875105 repair alternative). Enclosed are the supporting documents.

16. **Consideration and Approval** of a resolution pursuant to FS 106.07(2)a(2) providing for electronic filing of campaign reports. Enclosed is a copy of the proposed resolution.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL AND ADOPTION OF ELECTRONIC CAMPAIGN FINANCE FILING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

17. **Consideration and Approval** of a resolution authorizing the Town, and any individual Member of the Town Council, who chooses to do so, to participate as plaintiffs, in the lawsuit against the new Florida financial disclosure law (Form 6) being brought by the legal firm of Weiss Serota Helfman Cole +Bierman, PL. If approved, the Town and/or Council would join in a lawsuit over the new state law that requires local elected officials to Complete Form 6, a detailed financial disclosure form. Sponsored by Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

18. **Ratification and Approval** of emergency authorization in accordance with Section 2-1.3 of the Town's emergency procurement provisions for the purchase of an emergency power generator for the Bay Harbor Islands Police Department in an amount not to exceed \$160,415.00. Sponsored by Council Member Stephanie Bruder.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON SECOND READING:

19. **Consideration and Approval** of an ordinance on second reading amending Chapter 5 of the Town Code, entitled Buildings and Construction, by creating Section 5-26 to provide for Site Development Plan Exemption for Town Projects. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 BUILDINGS AND CONSTRUCTION, ARTICLE I, BY CREATING SECTION 5-26 ENTITLED "SITE DEVELOPMENT PLAN EXEMPTION FOR TOWN PROJECTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

20. **Consideration and Approval** of an ordinance on second reading amending Section 5-6 of the Town Code to provide for appeal after payment of code violations. Sponsored by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATING TO APPEAL AFTER PAYMENT OF CODE VIOLATIONS; AMENDING CHAPTER 5 ENTITLED "BUILDINGS AND CONSTRUCTION", ARTICLE I, SECTION 5-6 ENTITLED "DEVELOPMENT FEES, PERMITS – REQUIRED, FEES TO BE PAID; PENALTY FOR NONCOMPLIANCE" RELATING TO APPEAL AFTER PAYMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

21. **Consideration and Approval** of an ordinance on second reading amending Sections 1-2, 2-21, 18-24, 2-1.1, 53/4-8, 23-16.1, and 18-25 of the Town Code defining "Publication" of Public Notice in order to provide a definition of and remove the requirement for newspaper publication. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 1-2 DEFINING "PUBLICATION" OF PUBLIC NOTICE; AMENDING SECTION 2-21 "NOTICE OF PUBLIC HEARING"; SECTION 18-24 "NOTICE OF PROPERTY OWNER'S FAILURE TO CONVERT FACILITIES"; SECTION 2-1.1 "PROCUREMENT LIMITATIONS; COMPETITIVE BIDDING"; SECTION 53/4-8. "CONTENTS AND SERVICE OF NOTICE"; SECTION 23-16.1 "MORATORIUM"; AND SECTION 18-25 "CONVERSION OF FACILITIES OF THE TOWN CODE; LIEN; RECORDING; REDEMPTION"; AND SIMILAR ORDINANCES OF THE TOWN CODE; IN ORDER TO PROVIDE A DEFINITION OF PUBLICATION AND REMOVE THE REQUIREMENT FOR NEWSPAPER PUBLICATION, PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, CODIFICATION, INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

22. **Consideration and Approval** of an ordinance on second reading amending the Town Code of Ordinances by adding a section to be numbered 14-18, entitled "Hate Crimes". Sponsored by Council Members Isaac Salver and Stephanie Bruder. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 14-18, ENTITLED "HATE CRIMES - CONSIDERATION OF EVIDENCE OF PREJUDICE WHILE COMMITTING OFFENSE"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

23. **Consideration and Approval** of an ordinance on first reading amending Section 5 3/4-16 of the Town Code of Ordinances to change the name of the Litigation Committee to Mitigation Committee. Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 5 ¾-16 OF THE TOWN CODE RENAMING THE LITIGATION COMMITTEE TO THE “MITIGATION COMMITTEE”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

- ~~24. **Consideration and Approval** of an ordinance on First Reading amending Section 23 12 of the Town Code entitled "General Provisions" by revising Section 23 12(26) to add padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Vice Mayor Fuller and Council Member Stephanie Bruder. Enclosed is the proposed ordinance.~~

~~**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23 12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23 12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**~~

~~**STAFF RECOMMENDATION:** Council's Discretion~~

~~**POLL VOTE**~~

25. **Consideration and Approval** of an ordinance on first reading amending Sections 5-20 and 5-23 of the Town Code regarding the contents of preliminary site development plans. Sponsored by Council Member Teri D'Amico. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 5-20 ENTITLED “CONTENTS OF PRELIMINARY PLAN, PENALTY FOR NONCOMPLIANCE”, AND SECTION 5-23 ENTITLED “TIME FOR SUBMITTING OF FINAL WORKING PLANS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

26. ~~Approval of the following Council Meeting Minutes:~~
- ~~A. Special Council Meeting March 14, 2023~~
 - ~~B. Special Council Meeting May 1, 2023~~
 - ~~C. Regular Council Meeting June 14, 2023~~
 - ~~D. Special Council Meeting June 28, 2023~~
 - ~~E. Special Council Meeting July 27, 2023~~
 - ~~F. Regular Council Meeting August 8, 2023~~
 - ~~G. Special Council Meeting August 21, 2023~~
 - ~~H. First Budget Public Hearing September 13, 2023~~
 - ~~I. Regular Council Meeting September 13, 2023~~
 - ~~J. Final Budget Public Hearing September 27, 2023~~
 - ~~K. Special Council Meeting September 27, 2023~~
 - ~~L. Regular Council Meeting October 11, 2023~~

STAFF RECOMMENDATION: Approve _____ **POLL VOTE**

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

27. **Discussion** and **Possible** action regarding support of Miami Water Keeper organization through attendance at the March 5, 2024 event at the Rusty Pelican Panel regarding discussion with community leaders to talk about the South Florida's coral reefs and solutions to make the community more resilient. Enclosed is the invitation and information on the organization.

DISCUSSION ITEMS:

28. **Discussion** and **Possible** action regarding non-renewal of the contract for the art festival. Sponsored by Mayor Elizabeth Tricoche.
29. **Discussion** regarding maintenance of construction sites before 9:00 a.m. Sponsored by Council Member Robert Yaffe.

ADJOURNMENT: Approximately 11:00 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
February 21, 2024

ITEM NUMBER: 1.

ITEM: Proclamation - Colorectal Cancer Awareness Month.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

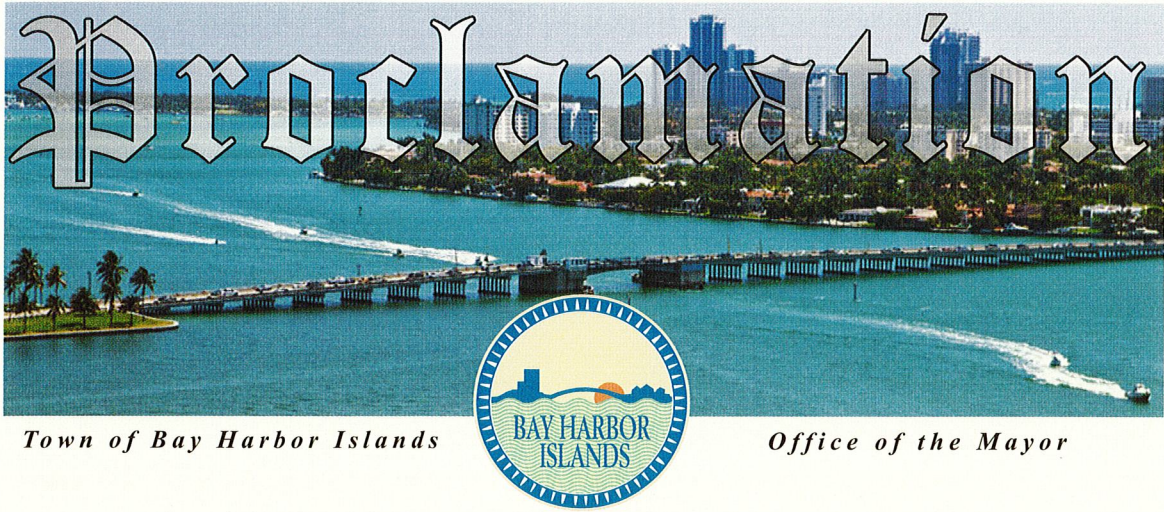
There is no budget impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Proclamation - Colorectal Cancer Awareness Month
2.	Colorectal Cancer Awareness Month Proclamation request



WHEREAS colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined; and

WHEREAS colorectal cancer is one of the few cancers that can be prevented with timely screening, but 1 in 3 eligible Americans are not up to date on screening; and

WHEREAS colorectal cancer is estimated to be the number one cancer killer for those ages 20-49 by 2030; and

WHEREAS Black Americans are 20% more likely to be diagnosed with colorectal cancer and about 40% more likely to die from the disease than other groups; and

WHEREAS colorectal cancer is expected to account for 11% of cancer deaths among Hispanic men and 9% of cancer deaths for Hispanic women; and

WHEREAS in 2023 there were approximately 153,020 new cases and 52,550 deaths from colorectal cancer; and

WHEREAS the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening; and

WHEREAS observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

NOW THEREFORE, I, Elizabeth Tricoche, Mayor of the Town of Bay Harbor Islands, Florida, Miami-Dade County do hereby proclaim March 2024 as:

"COLORECTAL CANCER AWARENESS MONTH"

IN WITNESS THEREOF, I hereunto
Set my hand and cause the seal of the
Town of Bay Harbor Islands to be affixed
this 21st day of February 2024.

ELIZABETH TRICOCHÉ
MAYOR

Yvonne Hamilton

From: Michael Stern <michael@sternbloom.com>
Sent: Tuesday, February 6, 2024 11:05 AM
To: mstern@cityofaventura.com
Subject: Proclamation Colorectal Cancer Awareness Month March
Attachments: Key Biscayne Colorectal_Cancer_Proclamation.pdf; Aventura Proclamation CCAM 2023.pdf; 2024 Sample Colorectal Cancer Awareness Month Proclamation.doc

Some people who received this message don't often get email from michael@sternbloom.com. [Learn why this is important](#)

TO ALL 34 MIAMI-DADE MUNICIPALITIES:

I am Aventura Commissioner Michael Stern. I have a simple request. Colorectal Cancer Awareness Month is coming up in March. As a patient who beat an only 14% chance of survival, my goal this year is for all my colleagues across all 34 municipalities to join us in proclaiming March 2024 Colorectal Cancer Awareness Month in your city. I made it easy and simple. I am attaching an editable Word document, as well as 2 samples from last year's proclamations.

By 2030, it is expected that Colon Cancer (also called Colorectal Cancer) will be the number one cause of cancer deaths for people under the age of 50! If caught early, Colon Cancer is treatable and preventable with the proper screening. Awareness is so important!

On March 12th, I will be attending "Call on Congress" - an annual event that brings together colon cancer survivors, caregivers, and loved ones from all over the U.S. to unite to make our voices heard in Washington, D.C and to demand policy change. On that visit to our nation's capital, it is my mission to share with Congress that every Miami-Dade County City have joined this effort in recognizing this seldom talked about killer type of cancer.

Once approved, it would help tremendously if you are able to mail the completed proclamation to the address (below in my signature). If not, please let me know and I will make other arrangements.

Finally, a quick post on your social media will help bring that needed awareness and will save lives.

I humbly call on all of you to help me save lives!

Thank you very much for your time. Of course, I welcome your phone calls with any questions or suggestions!

MICHAEL STERN

City of Aventura
19200 West Country Club Dr
Aventura, FL 33180

786-556-5657
AVENTURA COMMISSIONER
AMBASSADOR MENTOR – FIGHTCRC.org

Sample Colorectal Cancer Awareness Month Proclamation

WHEREAS colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined¹;

WHEREAS colorectal cancer is one of the few cancers that can be prevented with timely screening, but 1 in 3 eligible Americans are not up to date on screening²;

WHEREAS colorectal cancer is estimated to be the number one cancer killer for those ages 20-49 by 2030³;

WHEREAS African-Americans are 20% more likely to be diagnosed with colorectal cancer and about 40% more likely to die from the disease than other groups⁴;

WHEREAS colorectal cancer is expected to account for 11% of cancer deaths among Hispanic men and 9% of cancer deaths for Hispanic women⁵;

WHEREAS in 2023 there were approximately 153,020 new cases and 52,550 deaths from colorectal cancer⁶;

WHEREAS the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening;

WHEREAS observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

NOW THEREFORE, I, [NAME], MAYOR OF THE CITY OF [CITY NAME], do hereby proclaim March 2024 as: COLORECTAL CANCER AWARENESS MONTH.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Florida, in the City of [CITY NAME], this [DAY] of March, 2024

1. <https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/colorectal-cancer-facts-and-figures/colorectal-cancer-facts-and-figures-2020-2022.pdf>
2. <https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/colorectal-cancer-facts-and-figures/colorectal-cancer-facts-and-figures-2020-2022.pdf>
3. <https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2778204>
4. <https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/colorectal-cancer-facts-and-figures/colorectal-cancer-facts-and-figures-2020-2022.pdf>
5. <https://www.cancer.org/content/dam/cancer-org/research/cancer-facts-and-statistics/cancer-facts-and-figures-for-hispanics-and-latino/cancer-facts-and-figures-for-hispanics-and-latino-2018-2020.pdf>
6. https://cancerstatisticscenter.cancer.org/?_ga=2.32218171.408566401.1643838616-1140030108.1643133604#!/cancer-site/Colorectum

AGENDA ITEM REPORT
February 21, 2024

ITEM NUMBER: 2.

ITEM: Proclamation - Problem Gambling Awareness Month

DESCRIPTION:

The Florida Council on Compulsive Gambling (FCCG) respectfully requests a proclamation declaring **Problem Gambling Awareness Month (PGAM)** in Bay Harbor Islands. The National Council on Problem Gambling has been recognizing March as National Problem Gambling Awareness Month for over 20 years, and the **FCCG is the state affiliate - and only organization - that furnishes problem gambling services and supports thousands of Floridians each year.** The proclamation will help raise awareness about gambling disorder, classified by the American Psychiatric Association as a behavioral addiction, which impacts millions of Floridians who struggle directly with gambling-related difficulties or are adversely affected by a loved one's gambling problem.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

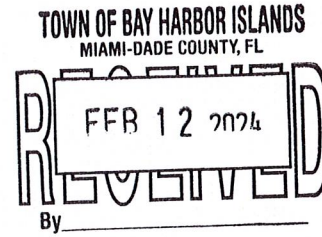
ATTACHMENTS

1.	Problem Gambling Proclamation
----	-------------------------------



January 25, 2024

The Honorable Elizabeth Tricoche
Office of the Mayor, Town of Bay Harbor Islands
9665 Bay Harbor Ter
Bay Harbor Islands, FL 33154-2005



Dear Mayor Tricoche:

The Florida Council on Compulsive Gambling (FCCG) respectfully requests a proclamation declaring **Problem Gambling Awareness Month (PGAM)** in your municipality. The National Council on Problem Gambling has been recognizing March as National Problem Gambling Awareness Month for over 20 years, and the **FCCG is the state affiliate – and only organization – that furnishes problem gambling services and supports to thousands of Floridians each year.** The proclamation will help raise awareness about gambling disorder, classified by the American Psychiatric Association as a behavioral addiction, which impacts millions of Floridians who struggle directly with gambling related difficulties or are adversely affected by a loved one's gambling problem.

Though most people who gamble do not experience negative consequences, hundreds of thousands of Floridians suffer in silence from a hidden addiction. Gambling disorder presents no visible symptoms – yet has the power to wreak havoc through the lives of individuals and their families. When gambling becomes a problem, it calls everything into question. Our theme for PGAM this year reflects upon these impacts and the opportunities to raise awareness while providing answers to those in need: **“Shine the Light on Problem Gambling: 888-ADMIT-IT Fills in the Blanks!”**

At a time when Americans are fighting inflation just to afford routine expenses like groceries, gas, and housing, it is not hard to imagine how a gambling addiction can financially sink a family – and for many, that is only the beginning. The consequences of a gambling problem often result in financial, legal, employment, and relationship difficulties, and ultimately can lead to the loss of life when hope disappears: suicidal ideation and attempts. **Many Floridians do not know that free help and hope for problem gambling are available through the 24/7, Confidential, and Multilingual HelpLine: 888-ADMIT-IT.**

Disordered gambling affects more than 200,000 Floridians daily, which does not include the 8-10 others who are adversely affected by the gambler's activities – accounting for an estimated 1.5 million loved ones impacted. In addition, over 800,000 residents are at-risk of developing a gambling addiction.

Did you know that nearly 90% of Florida adults, ages 18 and older, have participated in some form of gambling? Among minors, ages 13-17, nearly 70% admit to betting, despite the legal gambling age of 18! Education is key in understanding the risks and the resources available for problem gambling, especially at a time when new and increasingly accessible gambling opportunities continue to emerge, including the legalization of online and mobile sports betting in Florida at the end of last year. **A proclamation by you will help raise awareness about problem gambling, which is treatable for those who seek help and will educate the public about the 888-ADMIT-IT HelpLine.**

Enclosed please find the 2024 Proclamation Template to personalize and return to our office to confirm your support. **Kindly mail the completed proclamation back to us at P.O. Box 2309, Sanford, FL 32772.** In addition, we ask that you allow us to list your municipality on our website, www.problemgamblingawarenessmonth.org, as a PGAM partner and supporter.

We appreciate your support in bringing attention to this public health issue and are enclosing some information that provides additional background on the prevalence of problem gambling in Florida and associated impacts. The FCCG would also be delighted to participate in any joint endeavors by providing speakers and/or other resources.

Sincerely,

Jennifer Kruse
Executive Director

PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

WHEREAS, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

WHEREAS, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

WHEREAS, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

WHEREAS, the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS, free referrals to problem gambling resources and supports, including to licensed and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT HelpLine; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, multilingual, toll-free, and 24/7 888-ADMIT-IT Problem Gambling HelpLine; and

WHEREAS, the Town of Bay Harbor Islands can demonstrate its support in addressing problem gambling by raising public awareness through declaration of proclamation of the month of **March 2024 as Problem Gambling Awareness Month in** Town of Bay Harbor Islands.

NOW, THEREFORE, I, Elizabeth Tricoche, Mayor of the Town of Bay Harbor Islands, Florida, do hereby proclaim the month of March 2024 as Problem Gambling Awareness Month in Town of Bay Harbor Islands.

Signature: _____

Date: _____

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 3.

ITEM: Introduction of New Police Officer Alexander Alvarez

DESCRIPTION:

Officer Alexander Alvarez was born and raised In Miami, Florida. He Graduated from Miami Jackson Senior High School. He attended Florida International University and has received two (2) degrees, one in Criminal Justice and the other in Business Management. He has a combined service record of approximately ten (10) years in the Criminal Justice Field, to include Corrections.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The annual base salary of Officer Alvarez is approximately \$69,451.20 according to the step payment plan documented in the Collective Bargaining Agreement (CBA).

BUDGET IMPACT:

Submitted By: Analily Perez, Administrative Coordinator
 Lindsley Noel

ATTACHMENTS

None

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 4.

ITEM: Parks & Recreation Committee January 24, 2024, Meeting Report - Chair Kathleen Kennedy

DESCRIPTION:

The Parks & Recreation Department recommended the following at their meeting on January 24, 2024:

1. To install concrete speed bumps and have the Public Works Director suggest where they should be placed.
2. A Key West Trip for the Seniors in the month of March or April.
3. Looking into the possibility of a partnership with the Village of Bal Harbour to use their recreational facilities.
4. To install bathrooms in the Tot Lot or the 92nd Street Park.
5. To host an Antique & Goods Open Market at one of the Town Parks.
6. To research finding space in town for a new park or building a park on the Causeway.
7. To host every other month a Senior Dinner & Social in the Community Center starting in March or April of this year.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact associated with the report.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	01.24.2024 Parks & Recreation Committee Meeting
----	---

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

PARKS AND RECREATION COMMITTEE

MEETING AGENDA

**January 24, 2024
6:30 PM**

CALL TO ORDER: Set for 6:30 pm

PLEDGE OF ALLEGIANCE:

ROLL CALL:

OLD BUSINESS:

1. Discussion on a park attendant at the school.
2. Discussion on the speed bumps around the Parks & School.
3. Update on all park renovations in the Town.

NEW BUSINESS:

4. Discussion on a Key West Trip for the Seniors on the Go.
5. Discussion on social activities for Seniors and updating lights in the center.
6. Discussion on finding new locations for parks in the Town.

ADJOURNMENT:

** Please be aware that certain "New Business" items on this agenda may be taken out of turn, that is prior to "Old Business", to accommodate members of the public attending this meeting for "New Business."*

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 5.

ITEM: Ratification and Approval of reduction of fines as mitigated by the Litigation Committee for 1060 95th Street and 1080 95th Street, pursuant to Section 5 3/4-16 of the Town Code. The Special Magistrate imposed a fine of \$307,450.00 for various Code violations. At its meeting on February 7, 2024, the Litigation Committee reduced the fine to \$75,000.00, subject to approval of the reduction by the Town Council, with the conditions that they rehab the existing structures within the existing envelope and footprint of the buildings. If the properties are sold or redeveloped in a different way, prior to the issuance of a final Certificate of Occupancy, the amount forgiven would have to be paid to the Town.

DESCRIPTION:

Previous Owner: Bal Harbour Investments, LLC

Current Owner: BAY HARBOR 1080 PARTNERS LLC

Fine Calculation

Building 1080 93 ST

1-	CC2016-2260	\$64,125.00
2-	CC2017-2399	\$19,150.00
3-	CC2017-2395	\$19,150.00
4-	CC2017-2477	\$68,150.00
		\$170,575.00

Building 1060 95 Street

1-	CC2016-2319	\$45,650.00
2-	CC2017-2396	\$19,150.00
3-	18-000421	\$6,725.00
4-	BC2015-2202	\$65,350.00
		\$136,875.00

TOTAL: \$307,450.00

** \$150.00 admin fee included per violation

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

Seventy-Five Thousand Dollars (\$75,000.00) of revenues will be added to the General Fund.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	02.07.2024 Agenda - Litigation Committee Meeting
----	--

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

**LITIGATION COMMITTEE MEETING
AGENDA**

**February 7, 2024
6:30 PM**

CALL TO ORDER: Set for Approximately 6:30 p.m.:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Approval or Denial** of a settlement agreement for Notice of Violation No. 21-001813 - Section 5-6(a) of the Town Code - Performing construction work without the required building permit. Installation of pavers around the pool. 1145 101 Street. Babak, LLC, 1145 101 Street, Bay Harbor Islands, FL 33154. The fine was assessed at \$171,500.00. The Special Magistrate mitigated the fine to \$85,950.00. **The property owner is proposing a Settlement Offer of \$8,562.00.**
2. **Approval or Denial** of a settlement agreement for Notice of Violation No. 22-000227 - Section 23-72(a) of the Town Code - Operating a vacation rental without registering the property with the town. Philoxenia, LLC, 1145 101 Street, Bay Harbor Islands, FL 33154. The fine assessed was \$62,000 plus a \$200.00 Administrative Fee. On September 27, 2023, the Special Magistrate mitigated the fine to \$31,200.00. **The property owner is proposing a Settlement Offer of \$1,000.00.**
3. **Approval or Denial** of a settlement agreement for Violation No. 19-000538 - Sections 23-12(1) and Section 23-12(11) for repairing/replacing the seawall without the required permit. Colony Bay Condominium, 9250 West Bay Harbor Drive, Bay Harbor Islands, FL 33154. On September 29, 2021 the Special Magistrate imposed a fine in the amount of \$32,350.00. **The Condominium Association is proposing that the fine be reduced to \$0.00.**
4. **Approval or Denial** of a settlement agreement for Violation No. 22-000164 - Section 5-6(a) of the Town Code for performing construction work without the required permit. David Shimunov, 10350 West Bay Harbor Drive, Unit 7H, Bay Harbor Islands, FL 33154. The assessed fine was \$28,250.00. On May 31, 2023 the Special Master mitigated the fine to \$14,325.00. **Counsel for the property owner, Barry T. Shevlin, Esq., is proposing that the fine be reduced to \$0.00.**
5. **Approval or Denial** of a settlement agreement for Violation No. 23-000878 - Section 12-26(1)(a) of the Town Code: Found painters operating a machinery before 9:00 a.m. Mansard Condominium, 9501 East Bay Harbor Drive, Bay Harbor Islands, FL 33154. On September 27, 2023 the Special Magistrate mitigated a \$1,000.00 fine and \$200 Administrative Fee to \$700. **Mr. David Arrow, President of the Condominium Association, is proposing a Settlement Offer of \$350.00.**

6. **Approval or Denial** of a settlement agreement for several Notices of Violation for Bal Harbour Investments, LLC - 1060 95 Street and 1080 93 Street, Bay Harbor Islands, FL 33154.

1060 95th Street - Notice of Violation No. 18-000421 - Section 23-12(22)(h) of the Town Code - Installation of wooden fence without the required permit. Found that the unfinished side of the wooden fence is facing the adjoining property and the street. The fine amount is \$6,575.00.

1060 95th Street - Notice of Violation No. CC2016-2319 - Section 23-12(1) of the Town Code - Failure to comply with a Courtesy Notice to hire a licensed contractor to remove the chain-link fence located along the second-floor balcony, obtain permit and install handrails. The fine amount is \$45,500.00.

1080 Partners, LLC - 1080 93 Street Notice of Violation No. CC2016-2260 - Section 24-13(a) of the Town Code - Failure to repair pool wall; planters repaired and repainted. Section 23-12(22)(f) of the Town Code - Failure to install hedges along the entire length of the pool wall planted 2 feet apart and 50% the height of the wall. The fine amount is \$64,125.000.

1080 93 Street - Notice of Violation No. CC2017-2395 - Section 13-18(1)(a) of the Town Code for operating a business without the required Business Tax Receipt. The amount of the fine is \$19,150.00.

1080 93 Street - Notice of Violation No. CC2017-2477 - Section 5-6(a) of the Town Code for performing plumbing work without the required permit. The amount of the fine is \$68,150.00.

1080 93 Street - Notice of Violation No. CC2017-2399 - Section 13-18(1)(a) of the Town Code for operating a business without the required Business Tax Receipt. The amount of the fine is \$19,150.00.

1080 93 Street - Notice of Violation No. CC2017-2396 - Section 13-18(1)(a) of the Town Code for operating a business without the required Business Tax Receipt. The amount of the fine is \$19,150.00.

The property owner is proposing a Settlement Offer of \$50,000 for all the above violations.

7. **Approval or Denial** of a settlement agreement for Notice of Violation No. 21-001505 for failure to obtain the 40-year re-certification as required by Miami-Dade County. Rexleigh Apartments, Inc., 9881 East Bay Harbor Drive, Bay Harbor Islands, FL 33154. The assessed fine was \$28,700.00. On September 27, 2023, the Special Magistrate mitigated the fine to \$14,550.00. **Counsel for the property owner, Soren Law Group, PA, is proposing the fine be reduced to \$0.00.**
8. **Approval or Denial** of a settlement agreement for Notice of Violation No. 18-002329 for failure to obtain the required permits to correct the deficiencies in the 40-year re-certification. Kingsley Arms Apartments, Inc., 9291 East Bay Harbor Drive, Bay Harbor Islands, FL 33154. The fine was assessed at \$89,850.00. On September 27, 2023 the Special Magistrate mitigated the fine to \$44,925.00 plus a \$200 Administrative Fee. **Counsel for the applicant, Soren Law Group, PA, is proposing the fine be reduced to \$0.00.**

ADJOURNMENT:

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

February 21, 2024

ITEM NUMBER: 6.

ITEM: Consideration and Approval to increase the Police Department's personnel in furtherance of the delivery and efficiency of the Police Dispatcher services by hiring three (3) additional Full-Time Police Dispatchers. Sponsored by Council Member Stephanie Bruder. Enclosed are the supporting documents.

DESCRIPTION:

Increase the Police Department's personnel by adding three (3) additional full-time Police Dispatchers to reduce overtime by the police officers.

RECOMMENDED ACTION:

Approve authorizing the hiring of (3) three additional full-time Police Dispatchers.

FINANCIAL ANALYSIS:

Overtime for the police department is presently a budgeted expense of \$200,000.00 for FY 23-24.

We don't foresee an impact on this year's budget with the addition of the three (3) additional Police Dispatchers. The positions and the related costs will need to be added to next year's budget.

We foresee savings to the Police Department's overall overtime costs. The savings to the overtime costs will help cover the \$204,000 cost to add the 3 new dispatchers.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	2-16-2024 - Resolution - Hiring of Police Dispatchers - February 21 22024
----	---

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE HIRING OF THREE (3) POLICE
DISPATCHERS; PROVIDING FOR INCORPORATION OF
RECITALS AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, emergency dispatchers are the first and most critical communication that our citizens have with emergency services; and

WHEREAS, staff has identified the need for additional police dispatchers for the Town of Bay Harbor Islands, in order to improve efficiency and reduce the need to utilize police officers for dispatching services, thereby lessening the overtime budget; and

WHEREAS, staff does not foresee any impact to this year's budget, with the hiring of new police dispatchers; and

WHEREAS, the Town Council finds that hiring these police dispatchers is in the best interest of the Town.

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

Section 1. Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval to Hire Police Dispatchers. The Town Council hereby approves the hiring of three (3) full-time police dispatchers.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 21st day of February 2024.

Elizabeth Tricoche

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

GREENSPOON MARDER LLP

TOWN ATTORNEYS

BY: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 7.

ITEM: Consideration and Approval to piggyback off the Seminole County Sheriff's Office/Contract with HG2 Emergency Lighting to outfit (3) new police vehicles with emergency lights and equipment for \$34,388.00, pursuant to Section 2-1.2 of the Procurement Ordinance. Enclosed are the piggyback documents.

DESCRIPTION:

The Town Council of Bay Harbor Islands approved the procurement of new police department vehicles from Capital Improvement Funding, Account number, 301.5210.400063.000 in the amount of \$55,000. The budget item's approval allowed the police department to replace older vehicles in the fleet. Police vehicles are required to function with proper emergency equipment. Along with the procurement of the new vehicles, the adopted 2023-2024 budget also allowed for the emergency equipment installation which will include emergency lights and equipment for the three (3) vehicles. If approved, the council will allow the police department to spend the funds. The vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this expenditure will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles to perform flawlessly and unobstructed.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The Seminole County Sheriff's Office and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the three (3) vehicles with emergency lights and equipment. The total cost will be \$34,388.00.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Funds of \$55,000.00 have been appropriated in FY 2024-2025 Budget for this expenditure.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Police Vehicles (3) Emergency Lighting and Outfitting	02/07/2024		5210.400063.000		\$55,000.00

Submitted By: Analily Perez, Administrative Coordinator
 Lindsley Noel

ATTACHMENTS

1.	HG2 Emergency Lighting CA #2021-02 HG2 Executed (1)
2.	Estimate (No. 3463) from HG2 Emergency Lighting
3.	Estimate (No. 3466) from HG2 Emergency Lighting
4.	Memo Emergency Equipment 2.24

**Seminole County Sheriff's Office
Agreement for Vehicle Emergency Lighting, Accessories & Installation**

THIS AGREEMENT made and entered into the 21st day of December, 2020 by and between Dennis M. Lemma, Sheriff on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and HG2 Emergency Lighting LLC, whose principal and local address is 477 N. Semoran Blvd, Orlando, FL 32807, hereinafter referred to as "VENDOR". SCSO and VENDOR are collectively referred to herein as the PARTIES.

WHEREAS, SCSO desires to retain VENDOR for the goods and/or services identified as vehicle emergency lighting, accessories and installation; and

WHEREAS, SCSO desires to retain VENDOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Services.

WHEREAS, the VENDOR is willing to provide their vehicle emergency lighting, accessories and installation to SCSO,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the PARTIES hereto as follows:

Section 1. General Provisions

- 1.1 The term "VENDOR" as used in this Agreement is hereby defined as that person or entity including employees and all other agents, servants, partners, principals, assignees and/or subcontractors providing services under this Agreement.
- 1.2 VENDOR acknowledges SCSO may retain other vendors to provide the same services. SCSO reserves the right to select which vendor shall provide services for SCSO's projects.
- 1.3 In providing all services pursuant to this Agreement, VENDOR shall maintain all professional licenses and certifications, shall abide by all federal laws, state statutes, county ordinances, applicable rules and regulations pertaining to or regulating the provision of such services including those now in effect and those hereafter adopted during the term of this Agreement. Any violations of said laws, statutes, ordinances, rules or regulations or loss of professional license or certification by VENDOR shall constitute a material breach of this Agreement and shall entitle SCSO to terminate this Agreement immediately upon delivery of written notice of termination to VENDOR as provided herein.
- 1.4 The recitals herein are true and correct and constitute a material part of this Agreement upon which the PARTIES have relied.
- 1.5 Each party represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for VENDOR certify that he/she/they is/are authorized to bind VENDOR fully to the terms of this Agreement.
- 1.6 When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.
- 1.7 It is agreed that nothing herein contained is intended or should be construed as in any manner establishing a relationship of co-partners between the PARTIES, or as constituting VENDOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever. VENDOR is to be and shall

remain forever an independent contractor with respect to all services performed under this Agreement.

- 1.8 Persons employed by VENDOR in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.
- 1.9 VENDOR agrees to cooperate fully with the legal counsel of SCSO in addressing any claims, actions or lawsuits, which may arise from the actions of VENDOR or SCSO in the provision of services as set forth in this Agreement.
- 1.10 VENDOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- 1.11 SCSO will not intentionally award publicly-funded contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. SCSO shall consider the employment by VENDOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by VENDOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for termination of this Agreement.
- 1.12 If applicable, in accordance with Section 216.347, *Florida Statutes*, VENDOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- 1.13 VENDOR shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- 1.14 VENDOR shall not knowingly engage in any action that would create a conflict of interest in the performance of that action of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 2. Duration of Contract

- 2.1 This Agreement shall commence on December 21, 2020, and shall terminate on December 31, 2021, or until terminated by SCSO pursuant to the terms of this Agreement.
- 2.2 This Agreement shall automatically renew for two (2) additional (1) year periods unless either PARTY provides thirty (30) days' notice of non-renewal.

Section 3. Vendor Understanding of Services Required

VENDOR agrees that he/she is familiar with the goods and/or services to be provided and/or performed. VENDOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. VENDOR has informed SCSO, and hereby represents to SCSO, that it has extensive experience in performing and providing the goods and/or services described in this Agreement.

Section 4. Scope of Services

- 4.1 This Agreement is for vehicle emergency lighting, accessories and installations, as set forth herein and as otherwise directed by SCSO to include all labor and materials that may be required. The services and/or goods required by this Agreement shall be described and depicted in the explanatory

"HG2 Emergency Lighting LLC Catalog 2020" document attached to this Agreement as Exhibit "A". All such writings are included as exhibits and are thereby incorporated to this Agreement.

- 4.2 If, during the course of work, VENDOR encounters unforeseen conditions which affect the work and which could not initially be evaluated, VENDOR shall not proceed without written or verbal authorization of SCSO's Designated Representative.
- 4.3 VENDOR shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- 4.4 Materials and equipment shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- 4.5 Emergency work may be ordered verbally by SCSO's Designated Representative.
- 4.6 VENDOR shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to SCSO, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by SCSO.
- 4.7 SCSO's Designated Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

Section 5. Warranty

VENDOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a minimum period of twelve (12) months from date of delivery/acceptance by SCSO. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, VENDOR shall be responsible for repairing the equipment on site at no cost to SCSO. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Section 6. Compensation

- 6.1 Compensation shall be paid with a 23.5% catalog discount off of list price in accordance with the schedule of charges as set forth in Exhibit "A" - HG2 Emergency Lighting LLC Catalog 2020 attached hereto. Any other brands not listed in Exhibit A shall be paid with a 5% discount off of list pricing.
- 6.2 The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which VENDOR completed services referenced in an invoice.
- 6.3 SCSO shall remit payment within thirty (30) days of receipt of a correct invoice. All invoices shall reference this agreement number. Invoices shall be sent to the following address:

Email: FinanceAccountsPayable@seminolesheriff.org
 or
 US Mail:
 Attn: Accounts Payable
 Seminole County Sheriff's Office
 100 Eslinger Way
 Sanford, FL 32773

- 6.4 Material Price Increases. Vendor shall submit immediately to SCSO Price Increase Notifications from the manufacturer along with an updated price sheet, for consideration/approval. However, the notification must occur no later than at least 30 days prior to previously scheduled work.

Section 7. Designated Representatives

SCSO designates the below named employee or his/her designated representative, to represent SCSO in all matters pertaining to and arising from the work and the performance of this Agreement. Until further notice from SCSO, the designated representative for this Agreement is:

John Blackwood, Director, Fleet
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773
Email: jblackwood@seminolesheriff.org

VENDOR's designated representative is:

Ali Bhojani
Director of Sales
477 N. Semoran Blvd
Orlando, FL 32807
rooparobhojani@aol.com

Section 8. Termination of Agreement

- 8.1 By SCSO. SCSO may terminate this Agreement at any time or for any one (1) or more of the reasons as follows:
- 8.1.1 If, in SCSO's opinion, adequate progress is not being made by VENDOR due to VENDOR's failure to perform; or
 - 8.1.2 If, in SCSO's opinion, the quality of the goods and/or services provided by VENDOR is/are not in conformance with commonly accepted professional standards, standards of SCSO, and the requirements of Federal and/or State regulatory agencies, and VENDOR has not corrected such deficiencies in a timely manner as reasonably determined by SCSO.
- 8.2 In the event of any of the causes described in this Section, SCSO's designated representative may send a certified letter to VENDOR requesting VENDOR show cause why the Agreement should not be terminated. If assurance satisfactory to SCSO of corrective measures to be made within a reasonable time is not given to SCSO within seven (7) calendar days of the date of the letter, SCSO may consider VENDOR to be in default, and may then immediately terminate this Agreement.
- 8.3 In the event this Agreement is terminated for cause and it is later determined the cause does not exist, then this Agreement shall be deemed terminated for convenience by SCSO and SCSO shall have the right to so terminate this Agreement without any recourse by VENDOR.
- 8.4 SCSO may by written notice to VENDOR, terminate this Agreement with thirty (30) days' notice.
- 8.5 VENDOR, may by written notice to SCSO, terminate this Agreement with thirty (30) days' notice.

Section 9. Liability, Waiver, Indemnity and Insurance.

- 9.1 Liability. VENDOR shall be responsible for the professional quality, accepted standards, safety, and the coordination of all goods and/or services furnished by VENDOR under this Agreement as well as the conduct of its staff, personnel, employees and agents.
- 9.2 No Waiver. Neither SCSO's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and VENDOR shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO or the public caused by VENDOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement. The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- 9.3 Indemnity. To the fullest extent permitted by law, VENDOR shall indemnify, hold harmless and defend SCSO, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney fees and other actual legal costs incurred. The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for VENDOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. Additionally, VENDOR accepts responsibility for all damages resulting in any way related to the performance of work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of SCSO as set forth in Section 768.28, *Florida Statutes*.
- 9.4 Insurance. VENDOR shall obtain or possess and continuously maintain the following insurance coverage and will provide Certificates of Insurance to SCSO evidencing such insurance, prior to completing any work under this Agreement. VENDOR will be required to name **SCSO and the Florida Sheriff's Risk Management Fund** as an additional insured on the required policy. The following are the insurance terms and conditions that are acceptable to SCSO:

Workers' Compensation/Employer's Liability: VENDOR shall provide coverage for all employees for statutory limits in compliance with laws of the State of Florida. The policy must include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$100,000 policy limit for disease. Policy shall include a waiver of subrogation in favor of SCSO.

Workers' Compensation Exemption: If VENDOR claims exemption from Workers' Compensation coverage, for and in consideration of the sums paid to VENDOR by SCSO for the services provided in this Agreement, VENDOR hereby agrees to release SCSO and its respective officers, agents and employees from and to indemnify each of them against any and all claims and causes of action for injury, death, disease, or employer liability arising from or in connection with VENDOR's performance of the services in this Agreement, save and except such personal injury, death, disease or employer liability as are caused by the sole negligence of SCSO. VENDOR certifies per Florida Statute Chapter 440.055, VENDOR has posted clear written notice in a conspicuous location at VENDOR's worksite directed to all employees of the employees' lack of entitlement to workers' compensation benefits. VENDOR further certifies VENDOR qualifies for exemption from workers' compensation insurance requirements under State of Florida law and shall provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

Comprehensive General Liability: VENDOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. Coverage shall also include Independent Contractors Liability. The limits will not be less than:

\$1,000,000.00 - Bodily Injury & Property Damage – Per Occurrence

\$1,000,000.00 – General Aggregate

Claims Made Basis Insurance Policies: All insurance policies written on a Claims Made basis shall maintain a retroactive date prior to or equal to the effective date of the Agreement. Vendor shall purchase a Supplemental Extended Reporting Period (SERP) policy with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence, or any other event which requires the purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. VENDOR's purchase of the SERP shall not relieve VENDOR of the Obligation to provide replacement coverage. In addition, VENDOR shall require the insurance carrier to immediately inform SCSO of any contractual obligations that may alter its liability cover under this Agreement.

Commercial Automobile Liability: VENDOR shall maintain automobile liability insurance for all owned; non-owned and hired vehicles with a limit of not less than \$500,000 per accident for bodily injury and property damage liability.

The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to SCSO by submission of a new Certificate of Insurance. VENDOR shall furnish the Certificate of Insurance directly to the following:

Seminole County Sheriff's Office
Procurement and Agreements Section
100 Eslinger Way
Sanford, Florida 32773

VENDOR must also furnish an informational copy to the Designated Representative identified in this Agreement.

- 9.5 VENDOR shall submit a report to SCSO within twenty-four (24) hours of the date of any incident resulting in damage or reasonably likely to result in a claim of damage.

Section 10. Assignability

VENDOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to any person or entity without written SCSO approval. When approved by SCSO, written notice of such assignment or transfer shall be furnished promptly to SCSO.

Section 11. Entire Agreement.

This Agreement, together with the exhibit(s), if any, constitutes the full and complete Agreement between SCSO and VENDOR and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal written amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the PARTIES.

Section 12. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

Section 13. Remedies

The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 14. Controlling Laws/Venue/Interpretation

This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

Section 15. Access to Records/ Audit/Public Records

- 15.1 VENDOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- 15.2 VENDOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision of services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- 15.3 SCSO may perform, or cause to have performed, an audit of the records of VENDOR before or after final payment to support final payment issued hereunder. This audit shall be performed at a time mutually agreeable to VENDOR and SCSO subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to VENDOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to VENDOR. If such audit confirms that VENDOR was underpaid, VENDOR shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay final payment as required by this Section. VENDOR shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.
- 15.4 In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of VENDOR which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- 15.5 In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, VENDOR shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.
- 15.6 VENDOR shall keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. Upon request from SCSO's Custodian of Public Records, VENDOR shall provide SCSO 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. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if VENDOR does not transfer the records to SCSO. Upon completion of the agreement, VENDOR shall transfer, at no cost, to the public agency all public records in possession of VENDOR or keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. If VENDOR transfers all public records to SCSO upon completion of the agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCSO upon request from SCSO's Custodian of Public Records, in a format that is compatible with the information technology systems of SCSO.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE AT 407-665-6690, EMAIL AT recordsrequest@seminolesheriff.org, OR VIA MAIL AT 100 ESLINGER WAY, SANFORD, FL 32773.

- 15.7 VENDOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Section 16. Compliance with E-Verify Requirements (Florida Statute 448.095(2))

The Parties represent they are registered with the E-Verify system and will use the E-Verify system to verify the work authorization status of all its employees hired on or after January 1, 2021.

If VENDOR enters into a contract with a subcontractor, VENDOR must require and the subcontractor must provide to VENDOR, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A copy of this affidavit must be provided to SCSO within 15 days of the VENDOR's contract with the subcontractor.

If SCSO has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, SCSO shall terminate this contract with VENDOR. A contract so terminated for failure to comply with the requirements of Section 448.095(2) is not a breach of this contract and may not be considered as such.

If SCSO has a good faith belief that a subcontractor who has contracted with VENDOR to this contract has knowingly violated Section 448.09(1), but VENDOR otherwise complied, SCSO will promptly notify VENDOR and order VENDOR to immediately terminate the contract with the subcontractor. If VENDOR fails to immediately terminate the contract with the subcontractor upon receipt of SCSO's notice, this will constitute a termination of this contract for failure to comply and said termination is not a breach of this contract and may not be considered as such.

If SCSO terminates a contract with VENDOR as outlined herein, VENDOR understands that it may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Additionally, VENDOR will be liable for any additional costs incurred by SCSO as a result of the termination of this contract.

IN WITNESS WHEREOF, the PARTIES hereto have made and executed this Agreement on the respective dates under each signature: SCSO through its Designee on the 21st day of December, 2020, and VENDOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.



Monsour Baker
Witness

HG2 EMERGENCY LIGHTING LLC

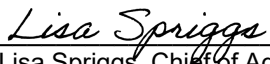


Ali Bhojani
Authorized Agent for VENDOR

SEMINOLE COUNTY SHERIFF'S OFFICE



Roberta Stanton
Witness



Lisa Spriggs, Chief of Administrative Services

Attachments:

Exhibit A – HG2 Emergency Lighting LLC Catalog 2020 – Scope of Services and Price List

Completely Interactive

AUTOMOTIVE + EMERGENCY LIGHTING

EFFECTIVE JANUARY 1, 2020



CATALOG 2020

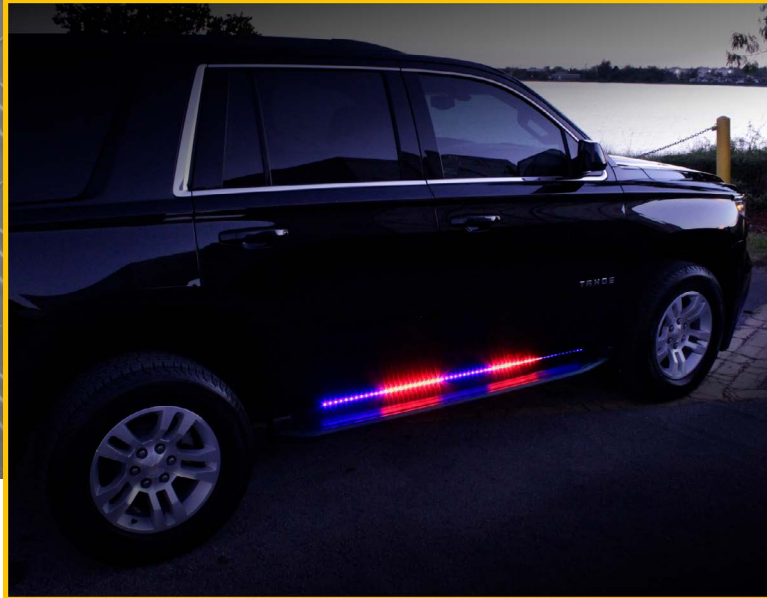
866.468.4569 | www.HG2Lighting.com



CA #2021-02 - Exhibit A

HG2 /// SIDE RUNNER ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(62")xH(1")xD(5")

L(68")xH(1")xD(5")

L(72")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average
60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 SIDE RUNNER

GENERATION ONE

72" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC72XX	2	72"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Silverado (2014+)
- Chevrolet Impala (2014+)
- Chevrolet Caprice (2014+)
- Chevrolet Suburban (2014+)
- Chevrolet Malibu (2014+)
- Chrysler 300 (2014+)
- Ford Expedition (2014+)
- Ford F150 (2014+)
- Ford F250+ (2014+)
- Dodge Charger (2014+)
- Dodge Ram (2014+)

68" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC68XX	2	68"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2014+)
- Chevy Traverse (2014+)
- Chevy Camaro (2014+)
- Ford Interceptor SUV/Explorer* (2014+)
- Ford Interceptor Sedan/Taurus* (2014+)
- Ford Fusion (2014+)
- Ford Escape (2015+) (60")
- Ford Mustang (2014+)
- Dodge Challenger (2014+)
- Dodge Journey (2014+)
- Dodge Durango (2014+)
- Toyota Camry (2014+)
- Dodge Ram (2015+)

12"-62" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC62XX	2	62"(L) x .5"(H) x 1"(D)
HG22PC50XX	2	50"(L) x .5"(H) x 1"(D)
HG22PC38XX	2	38"(L) x .5"(H) x 1"(D)
HG22PC26XX	2	26"(L) x .5"(H) x 1"(D)
HG22PC12XX	2	12"(L) x .5"(H) x 1"(D)

\$599.00

\$579.00

\$529.00

\$479.00

\$399.00

ORDERING KEY

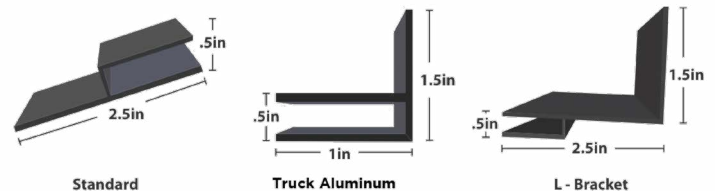
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72**BR** - 72" Runner Kit Colored Blue, Red

Ex 2: HG22PC68**BB** - 68" Runner Kit Colored Blue, Blue

MOUNTING OPTIONS



*Depending on model year, some vehicle may require additional bracket of \$40.00 per Side

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 /// REAR RUNNER / TAILGATE ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(60")xH(1")xD(5")

L(62")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average

1A min. / 3A max dependent
on flash pattern

60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 REAR RUNNER

GENERATION ONE

62" 1PC Runner Truck Kit (Rear Tailgate) Includes Flash Controller

SALES
PRICE

MODEL #	QTY	DIMENSIONS
HG21TKK62XX	1	62"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

60" 1PC Runner SUV Kit (Rear Tailgate) Includes Flash Controller

SALES
PRICE

MODEL #	QTY	DIMENSIONS
HG21SUV60XX	1	60"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

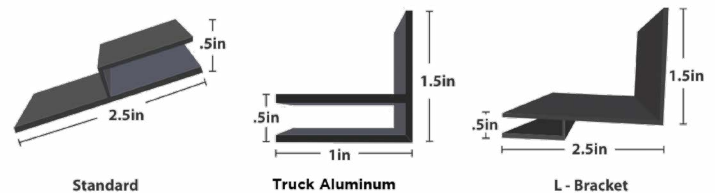
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG21TKK62**BR** - 62" Runner Truck Kit
Colored Blue, Red

Ex 2: HG21TKK60**BB** - 60" Runner Kit
Colored Blue, Blue

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR RUNNER + SIDE RUNNER

GENERATION ONE

3PC Runner Truck Kit (Driver, Passenger Side and Rear Tailgate) Includes Flash Controller

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23TK7260XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

3PC Runner SUV Kit (Driver, Passenger Side and Rear Tailgate) Includes Flash Controller

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23SUV6860XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

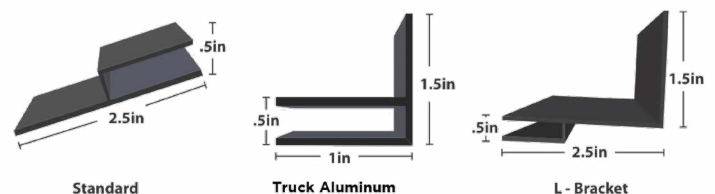
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72**BR-BR** - 60" Runner Kit
Colored Blue, Red
with Rear Runner Colored Blue, Red

Ex 2: HG22PC68**BB-AA** - 68" Runner Kit
Colored Blue, Blue
with Rear Runner Colored Amber, Amber

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 /// CROSSFIRE ///

GENERATION ONE



DESCRIPTION

HG2 Crossfire License plate frame is a outward-facing tag bezel integrating a state-of-the-art emergency lighting system designed for maximum visibility with a minimal footprint. The lighting design features optics mounted at grazing angles -enhancing visibility by emitting brighter light onto a broader field of view.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

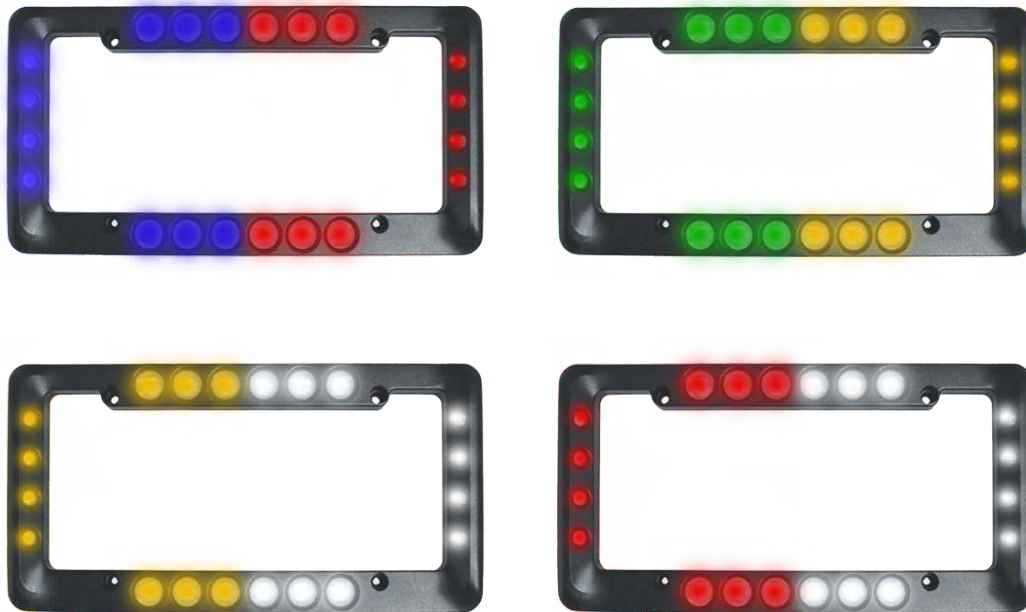
- Sold as one
- Manufactured, Designed and Assembled in the USA
- 3 feet of wire cable
- Self-contained flash controllers with 8 patterns
- Easy Installation
- Universal design allows for easy fit for all vehicles
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 8
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent # 9,283,889

HG2 /// CROSSFIRE ///

GENERATION ONE



1PC Crossfire License Plate Frame (With 8 Flash Patterns)

MODEL #	QTY	DIMENSIONS
HG2CROSSFIREXX	1	12.375"(L) x 6.375"(H) x 1.1875"(D)

SALES
PRICE

\$399.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2CROSSFIRE**BR** - HG2 Crossfire License Plate Frame colored Blue, Red

Ex 2: HG2CROSSFIRE**AG** - HG2 Crossfire License Plate Frame colored Amber, Green



HG2 FRONT VISOR

&

HG2 REAR VISOR



DESCRIPTION

HG2 Front/Rear Visor is one of the most low profile interior light bars solutions with little or no visual obstruction to the driver. Each Front Visor utilizes the entire real estate of the windshield, custom built to every vehicles specific frame.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self-contained flash controllers with 20 patterns
- Custom / Vehicle specific
- 5 year warranty

SPECIFICATIONS

APPLICATION
Interior Use

MOUNTING
Surface Mount

DIMENSIONS
Varies By Vehicle

INPUT VOLTAGE
9-15 VDC

STAND-BY CURRENT DRAW
.001A

OPERATING TEMPERATURE
-4° to 185° F (-20° to 85° C)

CURRENT DRAW
4A Average
2A min. / 4A max dependent
on flash pattern
12-20mm LEDs,
8-10mm LEDs

FLASH PATTERNS
20

CHASSIS
Cast Aluminum, black
powder coat finish

CERTIFICATIONS
SAE J595 Class 2

U.S. PATENT
Patent Pending

HG2 FRONT VISOR & HG2 REAR VISOR

GENERATION ONE

1PC Front Visor / Interior Light Bar

Includes Flash Controller

SALES PRICE

MODEL #

QTY

DIMENSIONS

HG2FRNTVSRXX

1

Varies by Vehicle

\$1499.00

Additional Options

ADDTL

Take Downs

\$100.00

1PC Rear Visor / Interior Light Bar

Includes Flash Controller

SALES PRICE

MODEL #

QTY

DIMENSIONS

HG2REARVSRXX

1

Varies by Vehicle

\$1199.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2FRONTVSRBR-W - HG2 Front Visor colored Blue, Red with Takedowns

Ex 2: HG2REARVSRAG - HG2 Rear Visor colored Amber, Green



HG2 **GRILLE** LIGHTS

GENERATION ONE



DESCRIPTION

HG2 Grille Light is designed to custom fit your specific vehicle.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as four (4)
- Manufactured, Designed and Assembled in the USA
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- Weather resistant against water, heat, salt and snow
- 3 Year Warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(10")xH(6.375")xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent Pending

HG2 **GRILLE LIGHTS**

GENERATION ONE

4PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 4

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	4	10"(L) x 6.375"(H) x 1.1875"(D)

\$499.00

8PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 8

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	8	10"(L) x 6.375"(H) x 1.1875"(D)

\$699.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2GRILLE**BR** - HG2 Grille Lights colored Blue, Red

Ex 2: HG2GRILLE**AG** - HG2 Grille Lights colored Amber, Green



HG2 SIDE RUNNER

Z-DRIVE TECHNOLOGY

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT #8,480,253 B1

HG2

Z-DRIVE TECHNOLOGY

SIDE RUNNER

GENERATION TWO

SINGLE COLOR

2PC Z-Drive Runner Kit (Driver and Passenger Side)

Includes
Flash Controller

PRICE FOR
PAIR

MODEL #	QTY	DIMENSIONS	
HG2ZDM7XX	2	79.50"(L) x .5"(H) x 1"(D)	\$1499.00
HG2ZDM6XX	2	67.99"(L) x .5"(H) x 1"(D)	\$1299.00
HG2ZDM5XX	2	56.48"(L) x .5"(H) x 1"(D)	\$1099.00
HG2ZDM4XX	2	44.97"(L) x .5"(H) x 1"(D)	\$899.00
HG2ZDM3XX	2	33.46"(L) x .5"(H) x 1"(D)	\$699.00
HG2ZDM2XX	2	21.95"(L) x .5"(H) x 1"(D)	\$499.00
HG2ZDM1XX	2	10.44"(L) x .5"(H) x 1"(D)	\$399.00

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$150.00

ORDERING KEY

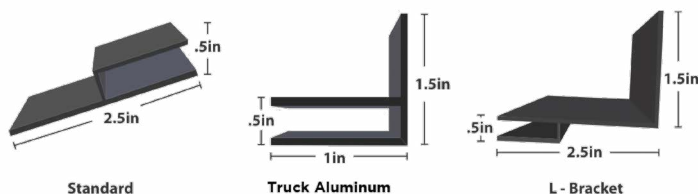
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

477 N. SEMORAN BLVD. ORLANDO, FL 32807

T 866.468.4569



@HG2LIGHTING

HG2LIGHTING.COM

14

HG2 SIDE RUNNER

Z-DRIVE TECHNOLOGY

GENERATION TWO

DUAL COLOR

2PC Z-Drive Runner Kit (Driver and Passenger Side)

Includes
Flash Controller

PRICE FOR
PAIR

MODEL #	QTY	DIMENSIONS	
HG2ZDM7XXXX	2	79.50"(L) x .5"(H) x 1"(D)	\$1899.00
HG2ZDM6XXXX	2	67.99"(L) x .5"(H) x 1"(D)	\$1699.00
HG2ZDM5XXXX	2	56.48"(L) x .5"(H) x 1"(D)	\$1499.00
HG2ZDM4XXXX	2	44.97"(L) x .5"(H) x 1"(D)	\$1099.00
HG2ZDM3XXXX	2	33.46"(L) x .5"(H) x 1"(D)	\$899.00
HG2ZDM2XXXX	2	21.95"(L) x .5"(H) x 1"(D)	\$699.00
HG2ZDM1XXXX	2	10.44"(L) x .5"(H) x 1"(D)	\$599.00

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$150.00

ORDERING KEY

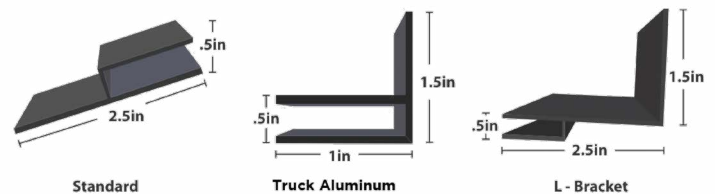
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email y.

HG2 Z-DRIVE REAR TAILGATE

GENERATION TWO

SINGLE COLOR	1PC Z-Drive Runner Truck Kit (Rear Tailgate) Includes Flash Controller			SALES PRICE
	MODEL #	QTY	DIMENSIONS	
	HG2ZDTKXX	1	56.48"(L) x .5"(H) x 1"(D)	\$799.00

DUAL COLOR	1PC Z-Drive Runner Truck Kit (Rear Tailgate) Includes Flash Controller			SALES PRICE
	MODEL #	QTY	DIMENSIONS	
	HG2ZDTKXXXX	1	56.48"(L) x .5"(H) x 1"(D)	\$999.00

AVAILABLE VEHICLES

- Dodge Ram (2014-2020)
- Ford F-Series** (2014-2020)
- Toyota Tachoma (2014-2020)
- Nissan Titan (2014-2020)
- GMC Sierra (2014-2020)
- Chevy Silverado (2014-2020)

ORDERING KEY

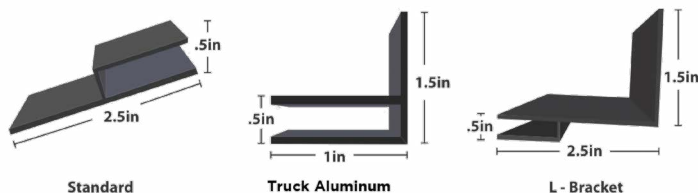
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDT**BR** - Z-Drive Runner Truck Kit, Colored Blue Red

Ex 2: HG2ZDT**BRBR** - Z-Drive Runner Truck Kit, Colored Blue Red with Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake. Replacing OEM Step pad.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS OEM Step Pad Replacement with LED Optics
DIMENSIONS Varies By Vehicle	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent Pending

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO

SINGLE COLOR

1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTAHXX	1	61.1"(L) X .5"(H) X 1"(D)

SALES
PRICE

\$1099.00

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Suburban (2015-2020)

DUAL COLOR

1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTAHXXXX	1	61.1"(L) X .5"(H) X 1"(D)

SALES
PRICE

\$1299.00

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Suburban (2015-2020)

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$75.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDTAH**BR** - Z-Drive Rear Step Pad, Colored Blue Red

Ex 2: HG2ZDTAH**BRBR** - Z-Drive Rear Step Pad, Colored Blue Red with Blue Red



HG2 |||| DS1



DUAL COLOR

1PC DS1 Light Module Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2DS1-XX	1	5.625"(L) x 1"(H) x 0.625"(D)

For orders or other questions about the HG2 DS1 please contact us via email sales@hg2lighting.com.

DESCRIPTION

The HG2 DS1 Lights are the superior innovative lights from the industry. Our designs feature ultra-bright lights, wide angles LEDs, 20 flash patterns, and a high-impact protector mount case. Our newest technology is the individual module, a single unit of lights encapsulated into one, an alternative to individual bulbs, making our lights stronger than ever.

- One single unit designed for durability
- Manufactured, Designed and Assembled in the USA
- Self contained controller / 20 Flash Patterns
- Weather resistant against water, heat, salt and snow
- 5 year warranty



COLOR VARIATION OPTIONS			
RED/BLUE	AMBER/WHITE		
BLUE	GREEN/WHITE		
BLUE/WHITE	RED/AMBER		
GREEN	RED/GREEN		
WHITE	BLUE/AMBER		
RED	BLUE/GREEN		
RED/WHITE	GREEN/AMBER		
AMBER			

ADDITIONAL ITEMS

ACCESSORIES

HG2 Controller (Controller for Light System)

MODEL #	QTY	DIMENSIONS
HG2CONTROLLER	1	4"(L) x 2"(H) x 1"(D)

SALE PRICE

\$129.00

SUPPLIES

HG2 Wire (20 Gauge 3 Conductor Wire)

MODEL #	TYPE	QTY	DIMENSIONS
HG2203WIRE	ROLL	1	500'

SALE PRICE

\$199.00

ADD ONS

HG2 GHOST MODE (Smoked Optic)

SALE PRICE

\$75.00

BUY **3** BACK

PROGRAM

DONT SETTLE FOR LESS, WHEN YOU CAN HAVE THE BEST!

WE TAKE ANY OLD OR INFERIOR LIGHTS, AND GIVE YOU A **NEW SET** OF HG2 SIDE RUNNERS FOR **50% OFF**

DESCRIPTION

This is nothing new to our clients who know us and have used us in a clutch. Our HG2 Emergency Lighting Buy Back Program is designed to help those customers who are out of the warranty date on our HG2 product. We wanted to find a way to still help them in a crisis. Lights are necessary for your safety and others. Instead of turning you away, we would rather keep you as a loyal client. Because we buy our own out of warranty products, we strive to keep our clients happy with our products for years to come.

HOW IT WORKS



Fill out the RMA form and upload a recent photo of the product



Once approved, Ship us your inferior qualifying products



We will send you our SUPERIOR HG2 RUNNERS at a discounted price



TERMS & CONDITIONS

These terms and conditions apply to all products listed in this current HG2 SALES Price List and are available to the company's authorized SALES. Prices shown herein are applicable to all shipments made after January 1, 2020.

- ~~All prices subject to change without notice.~~
- All prices in U.S. dollars.

SCSO Pricing is per CA#2021-02, Section 6 (6.1) Compensation

RECEIPT OF SHIPMENT

Upon delivery of merchandise by HG2, to carrier, the merchandise becomes the property of the consignee. Claims for shortage or damages must be submitted to carrier within 72 hours of receipt of shipment. It is the SALES's responsibility to inspect the merchandise upon receipt for any possible external damage. If received in damaged condition, the delivering carrier should be notified in writing (Bill of Lading should be signed "damaged" or "refused") at the delivery point.

RETURNS

Effective January 1, 2020, all defective products will be authorized to be returned for exchange only, unless otherwise stated. All returns are to be initiated at returns@hg2lighting.com. All product returns require an advance return authorization number. The RMA must be posted on the outside of the box. Units returned without an authorization number will be refused. Any returned/refused merchandise will be assessed at 25% restocking charge. The warranty applies only to the original purchaser. Each warranty claim must be accompanied by a dated proof of purchase, serial number and a completed Return Merchandise Authorization (RMA) Form. Merchandise authorized for return must be shipped prepaid freight. All authorized returns should be shipped in the original factory carton.

SERVICE

HG2 Emergency Lighting Systems are covered by a 5 Year Manufacturer's Warranty. To minimize downtime, systems that are in the warranty period will be given priority replacement for units found to be defective by HG2 technical support. This policy is only in force with franchised SALESs and for systems under warranty where the same or comparable unit(s) are available and in stock. A course of action for situations encountered with non-warranty units and/or non-franchised SALESs or where an acceptable replacement unit is not available will be determined by HG2 technical support.

HG2 Emergency Lighting shall not be liable for expenses incurred in the use of a product and/or the removal and the reinstallation of a product requiring service of repair or for the packaging, handling or shipping of a product to HG2 Emergency Lighting and /or its authorized distributors.



MOUNTING OPTIONS FORM

Please provide all information requested below.

E-mail Instructions: Download file to computer. Open file (not within browser).

Fill out form and re-save the file with your name in the title. Attach saved file in email. Send!

Fax to **(407) 426-7716** or e-mail to **sales@hg2lighting.com**

Date:

Company Name:

Contact Name:

Phone No.: Fax No.:

Email:

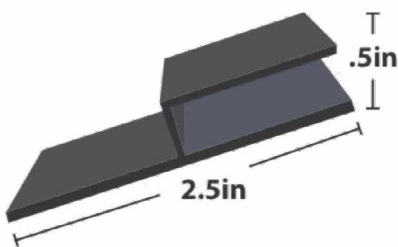
Vehicle (Year, Make, Model):

Size (Inches):

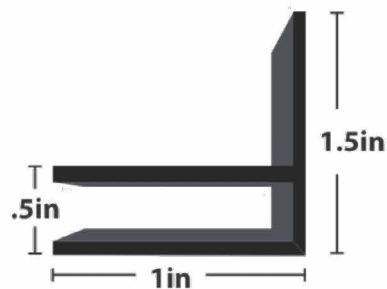
Position of the wire: ☐ Left Side ☐ Right Side

Location of Runner:

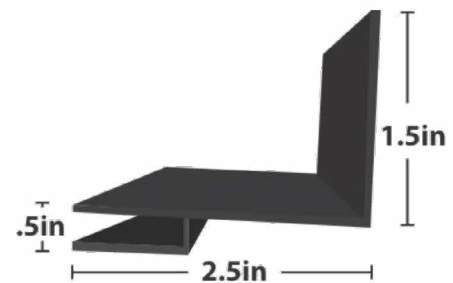
Aluminum Housing: ☐ Standard ☐ Truck Aluminum ☐ L-Bracket ☐ None



Standard



Truck Aluminum



L - Bracket

Submitted By:



HG2 Emergency Lighting
20962 Sheridan St
Fort Lauderdale FL 33332

Estimate

Date	Estimate No.
01/25/24	3463

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
	Traffic	Due on receipt	01/25/24	

Item	Description	Quantity	Cost	Total
	Traffic			
	2023 Ford Interceptor SUV			
Front Visor	Front Visor Red/Blue	2	1,199.00	2,398.00
HG22PC62BR	Blue/Red 60" 2 Piece Side Runner Kit	2	699.00	1,398.00
HG2STB	4 Corner Strobe Lights White	2	600.00	1,200.00
Misc	Blue/Red Light in Factory Knock Out	4	129.00	516.00
HG2QTRINTSU	Blue/Red Side Cargo Window Lights Ford	2	499.00	998.00
V-BR	Interceptor SUV			
Misc	Blue/Red Fog Lights	4	209.00	836.00
Misc	Activate Factory Wig Wags	2	149.00	298.00
Misc	Rear Visor with Traffic Advisor	2	799.00	1,598.00
Misc	Gun Racks	2	450.00	900.00
Misc	Taillight Flaher	2	249.00	498.00
Misc	Half Prisoner Partition	2	2,732.00	5,464.00
Misc	Light and Siren Controller	2	599.00	1,198.00
Misc	100 Watt Siren	2	199.00	398.00
Misc	Power Inverter	2	169.00	338.00
Misc	Console with Cup Holder and Arm Rest	2	750.00	1,500.00
Misc	Laptop Stand	2	525.00	1,050.00
Misc	Weapon Vault iin Rear	2	2,250.00	4,500.00
Labor	Labor/Installation	2	2,250.00	4,500.00
Misc	Weather Tech 2 Front Floor Mats	2	130.00	260.00
Tint-2DR	Window Tint 2 Windows 15% with Front Strip	2	149.00	298.00
Installation-Kit	Installation Kit Including Fuses and Wiring	2	75.00	150.00
Discount	Seminole County Sheriff's Office Contract Pricing		-5,300.00	-5,300.00
			Total	



HG2 Emergency Lighting
20962 Sheridan St
Fort Lauderdale FL 33332

Estimate

Date	Estimate No.
01/25/24	3463

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
	Traffic	Due on receipt	01/25/24	

Item	Description	Quantity	Cost	Total
	SCOS Contract # CA#2021-02 Sales Tax		0.00%	0.00
			Total	\$24,996.00



HG2 Emergency Lighting
20962 Sheridan St
Fort Lauderdale FL 33332

Estimate

Date	Estimate No.
02/06/24	3466

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	01/23/23	

Item	Description	Quantity	Cost	Total
	Deputy Chief Admin x 1			
Misc	Front Visor	1	1,299.00	1,299.00
Misc	Siren and Light Controller	1	799.00	799.00
Misc	100 Watt Speaker	1	199.00	199.00
HG22PC72BR	Blue/Red 72" Side Runner Kit Standard Aluminum	1	799.00	799.00
Rear Visor	Rear Visor	1	999.00	999.00
Misc	Quarter Window Lights	1	599.00	599.00
Misc	Rear Strobe Lights	1	299.00	299.00
Misc	Grill Lights with White Flood	1	599.00	599.00
Misc	Rear Weapon Vault	1	3,200.00	3,200.00
Labor	Labor/Installation	1	2,100.00	2,100.00
Discount	Seminole County Sheriff/Punta Gorda Piggy Back		-1,500.00	-1,500.00
	Sales Tax		0.00%	0.00
			Total	\$9,392.00



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 2/7/2023

From: Lindsley Noel
Chief of Police

Subject: Consideration and approval of outfitting of
emergency lights and equipment for new vehicles

A handwritten signature in black ink, appearing to read "L. Noel", is written over the printed name of the Chief of Police.

The Town Council of Bay Harbor Islands approved the procurement of new police department vehicles from Capital Improvement Funding, Account number, 301.5210.400063.000 in the amount of \$55,000. The budget item's approval allowed the police department to replace older vehicles in the fleet. Police vehicles are required to function with proper emergency equipment. Along with the procurement of the new vehicles, the adopted 2023-2024 budget also allowed for the emergency equipment installation which will include emergency lights and equipment for the three (3) vehicles. If approved, the council will allow the police department to spend the funds. The vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this expenditure will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles to perform flawlessly and unobstructed.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The Seminole County Sheriff's Office and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the three (3) vehicles with emergency lights and equipment. The total cost will be \$34,388.00.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a Resolution approving Change Order No. 1 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for BC-158 Shepard Broad Causeway Rehabilitation Project Bridge 875101. The Change Order is for the amount of \$196,594.00 for services needed by FPL, for Installation for Exploratory Hand Digging, and Hydro Excavation to Connect Existing FPL Conduit to the New Pull Box at the Shepard Broad Causeway; plus the purchase and installation of FPL Conduit and Cable. Enclosed are the supporting documents.

DESCRIPTION:

This Change Order No. 1 to a contract between the to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023, for BC-158 Shepard Broad Causeway Rehabilitation Project Bridge 875101 in the amount of \$196,594 (*\$32,120.00 to Engineering Controls Systems and \$164,474.00 to FPL*) for services needed by FPL for the Shepard Broad Causeway Rehabilitation Project BC-158, for Installation for Exploratory Hand Digging, and Hydro Excavation to Connect Existing FPL Conduit to the New Pull Box at the Shepard Broad Causeway Bridge 875101; plus the purchase and installation of FPL Conduit and Cable.

The additional work needed is for exploratory hand digging to verify the condition of the live FPL cable feeding the existing pullbox that feeds the bridge. This would then be followed by a Hydro Excavation and Conduit Installation from a new pull box to the existing FPL cables connecting point.

The additional work will add another 14 days to the contract time to mitigate the impact of this extra work.

This Change Order will also include FPL providing conduits and cables for this additional work.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

\$1,529,000.00 has been allocated in the Fiscal Year 2023-2024 adopted budget for the Rehabilitation of Shepard Broad Causeway Bridge project No. BC-158, within the Causeway Fund in Account No. 401.5415.400063.000. The amount of \$196,594 is being requested for services needed by FPL and Engineering Control Systems Incorporated, under the scope of services described above. The appropriation will be within the same line item, 401.5415.400063.000, by reallocating funds from project BC-162 Waterway Bridge, which has

an adopted budget of \$2,108,000.

BUDGET IMPACT:

Submitted By: Rodney Carrero-Santana, Town Engineer
 Maria Lasday, Town Manager

ATTACHMENTS

1.	2-16-2024 Resolution - Engineering Controls - \$196594.00 Ch Ord # 1
2.	Change Order Request Bridge 875101 Emergency Repairs
3.	ENTITLEMENT ANALYSIS BASIS OF ESTIMATE
4.	BC-158 - FPL Exploratory-Extra Work
5.	BC-158 - FPL Estimate Material Cost Breakdown 012524
6.	BC-158 -- Exploratory Hand Digging followed by Hydro Excavation Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH ENGINEERING CONTROLS SYSTEMS CORP FOR THE SHEPARD BROAD CAUSEWAY REHABILITATION PROJECT BRIDGE NO. 875101; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 19, 2022, the Town Council authorized the Town to enter into an agreement with Engineering Controls Systems Corp (the Contractor) for the rehabilitation of Shepard Broad Causeway Bridge No. 875101 Project (BC-158); and

WHEREAS, as a result of a damaged FPL conduit, services are required by FPL for installation for exploratory hand digging and Hydro excavation to connect the existing FPL conduit to the new pull box at the Shepard Broad Causeway Bridge, plus the purchase and installation of an FPL conduit and cable; and

WHEREAS, Engineering Control Systems has submitted Change Order No. 1 in the amount of \$196,594.00; and

WHEREAS, the Town Council and the Contractor desire to enter into Change Order No. 1 and for the services and cost as set forth herein.

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

Section 1. Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval of Change Orders. The Town Council hereby approves Change Order No. 1 in substantially the form attached to this Resolution as Exhibit A, and in final forms to be approved by the Town Attorney.

Section 3. Authorization to Execute Change Orders. The Town Council hereby authorizes and directs the Town Manager to execute, on behalf of the Town, Change Order No. 1.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 21st day of February 2024.

Elizabeth Tricoche, Mayor

ATTEST:

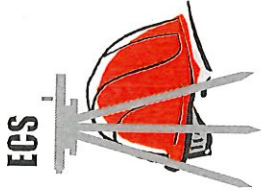
Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

GREENSPOON MARDER LLP

TOWN ATTORNEYS

BY: Joseph S. Geller, Esq.



Engineer Controls Systems, Corp.

12550 Biscayne Blvd., Suite 800 / North Miami, FL 33181 - Tel #: (305) 895-4376 - Fax #: (305) 895-0019
Broward Co. CC# 00-1649 - W Florida DBPR CGC 007494

February 08 2024

Marcello D'Andrea
BCC Engineering
12444 W. Atlantic Boulevard
Coral Springs, FL 33071

RE : **EMERGENCY REPAIRS**
Broad Causeway Bridge 875101

Dear Mr. D'Andrea:

We are pleased to offer the following proposal to perform the repairs to Bridge Pier Caps Pier 6, Pier 9 and Pier 22 as detailed in the plans prepared by BCC Engineering, LLC signed and sealed on January 24, 2024.
Sheets No. R-1, R-2, R-3 and R-4.

Attached please find the cost spreadsheet and corresponding back up.

TOTAL \$ 218,225.74

We estimate approximately 12 weeks to complete the work.

Let me know how you wish to proceed and if you have any questions or need any clarifications.

Sincerely,


Frank Zayas, President

cc. Angie Zayas, VP ECS

ENGINEER CONTROL SYSTEMS, CORP.

Date February 08 2024

Bahia Mar Pedestrian Bridge Repair

Item	EQUIPMENT :				Rate	Hours/ Ea	Rental	Qty	Hours/ Qty.	Required	Total Weeks/	Total
1	Dumpster Concrete				\$450.00	1.00		1.00				450.00
2	Loader				\$36.00	1.00		1.00	4			144.00
3	Work Truck per week				\$250.00	1.00		1.00		9.00		2,250.00
4	Air Compressor				\$348.00	1.00		1.00			9.00	3,132.00
5	Pontoon Boat				\$22.00	1.00		1.00	450			9,900.00
6	Barges				\$19.00	2.00		2.00	450			17,100.00
7	Mis. Tools Drill Bits, etc.				\$500.00					450		500.00
8	Scaffolds				\$26.00	1.00		1.00				11,700.00
6	TOTAL EQUIPMENT											45,176.00
	Sales Tax											3,162.32
	EQUIPMENT											48,338.32

LABOR :				Per Hour	Wage Rate	Hours	Qty.	Total
1	Foreman			\$42.40		450.00	1.00	19,080.00
2	Bridge Carpenter			\$38.90		380.00	4.00	59,128.00
	Sub Total Labor							78,208.00
	47 % Labor Burden							36,757.76
	Total Labor							114,965.76

Item	MATERIALS				Quote	Qty.	Months	Total
1	W. B. Equipment Jack System				\$4,065.00	Month	3	12,195.00
2	White Cap & Rebar Coupler				\$3,500.00	LS		3,500.00
3	Amazon Rubber Co.				\$2,200.00	LS		2,200.00
4	Stainless Steel Plates				\$3,850.00	LS		3,800.00
5								-
6								-
	Sales Tax on 2,3,4,5,6 above							1,518.65
	TOTAL Materials							23,213.65

TOTAL ABOVE
17 % Overhead and Profit
SUB TOTAL

\$ 186,517.73
\$ 31,708.01
\$ 218,225.74

TOTAL PROJECT

\$ 218,225.74

Schedule of Equipment Rates

SCHEDULE OF EQUIPMENT RATES

FEDERAL EMERGENCY MANAGEMENT AGENCY
RESPONSE AND RECOVERY DIRECTORATE
INFRASTRUCTURE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under PL 93-288, as amended, for ownership and operation of equipment, including depreciation, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible. Equipment must be in actual operation to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in FEMA criteria. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR 206.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT AFTER THE DATE OF PUBLICATION OF THIS SCHEDULE.

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8010	Air Compressor	125 Cfm	to 65	Hoses are included.	hour	\$5.60
8011	Air Compressor	250 Cfm	to 95	Hoses are included.	hour	\$9.25
8012	Air Compressor	450 Cfm	to 150	Hoses are included.	hour	\$15.50
8013	Air Compressor	600 Cfm	to 200	Hoses are included.	hour	\$20.00
8014	Air Compressor	750 Cfm	to 240	Hoses are included.	hour	\$25.50
8015	Air Compressor	900 Cfm	to 260	Hoses are included.	hour	\$29.00
8016	Air Compressor	1200 Cfm	to 325	Hoses are included.	hour	\$41.00
8020	Air Curtain Burner	In Ground	to 30	In ground burner.	hour	\$4.80
8021	Air Curtain Burner	In Ground	to 60	In ground burner.	hour	\$7.40
8022	Air Curtain Burner	In Ground	to 90	In ground burner.	hour	\$9.75
8023	Air Curtain Burner	Above Ground	to 30	Above ground burner.	hour	\$5.80
8024	Air Curtain Burner	Above Ground	to 60	Above ground burner.	hour	\$8.25
8025	Air Curtain Burner	Above Ground	to 90	Above ground burner.	hour	\$10.75
8040	Ambulance		to 150		hour	\$13.75
8041	Ambulance		to 210		hour	\$21.00
8060	Auger, Portable	12 In	to 5		hour	\$0.70
8070	Automobile			Mileage rate when transporting people.	mile	\$0.30
8071	Automobile, Police		to 130	This is a mileage rate.	mile	\$0.35
				Vehicle in a fixed position with the engine running and/or the warning lights flashing.		
			to 250		hour	\$8.50
8072	Automobile, Police					
8810	Backhoe, Small	See Loader-Backhoe				
8820	Backhoe, Large	See Hydraulic Excav.				
8110	Barge, Deck	7.25'x30'x120'				
8111	Barge, Deck	7'x45'x120'				
8120	Barge, Hopper	12'x35'x195'			hour	\$19.00
8050	Board, Arrow, Trailer		to 8	This is an open barge.	hour	\$28.50
8051	Board, Message, Trailer		to 5		hour	\$31.00
8131	Boat	5'x13'	to 50	Includes outboards.	hour	\$1.50
				Includes outboards and inboards.	hour	\$5.10
8830	Boat		to 100		hour	\$7.20
				Includes outboards and inboards.	hour	\$17.00
8831	Boat		to 150	Includes outboards and inboards.	hour	\$22.00
8832	Boat		to 200	Includes outboards and inboards.	hour	\$27.00

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8833	Boat		to 250	Includes outboards and inboards.	hour	\$33.00
8834	Boat					
8840	Boat, Air		to 300	Includes outboards and inboards.	hour	\$38.00
8841	Boat, Air		to 100		hour	\$12.00
8842	Boat, Air		to 200		hour	\$18.00
8133	Boat, Push	16'x45'	to 300		hour	\$28.00
8134	Boat, Push	21'x54'	to 435		hour	\$76.00
8130	Boat, Row		to 525		hour	\$103.00
8132	Boat, Tender	7'x14'		This includes the oars.	hour	\$0.55
8140	Boat, Tug	16 Ft	to 75		hour	\$13.50
8141	Boat, Tug	18 Ft	to 100		hour	\$16.50
8142	Boat, Tug	26 Ft	to 175		hour	\$26.00
8143	Boat, Tug	40 Ft	to 250		hour	\$33.00
8420	Breaker, Pavement		to 380		hour	\$81.00
8421	Breaker, Pavement		to 80		hour	\$15.00
8150	Broom, Pavement	72 In	to 137		hour	\$31.00
8151	Broom, Pavement	84 In	to 32		hour	\$6.20
8170	Broom, Pavement, Mtd	72 In	to 90		hour	\$9.75
8171	Broom, Pavement, Mtd	72 In			hour	\$1.60
8160	Broom, Pavement, Pull	72 In	to 18		hour	\$2.50
8180	Bus	84 In			hour	\$3.30
8181	Bus		to 150		hour	\$9.50
8182	Bus		to 210		hour	\$14.75
8190	Chain Saw	25 In	to 300		hour	\$20.00
8200	Chipper	7 In			hour	\$2.40
8201	Chipper	12 In	to 30		hour	\$5.90
8202	Chipper	12 In	to 65		hour	\$8.00
8203	Chipper	12 In	to 125		hour	\$12.00
8204	Chipper	12 In	to 171		hour	\$14.50
8205	Chipper	18 In	to 250		hour	\$24.50
8206	Chipper	19 In	to 350		hour	\$59.00
8207	Chipper	19 In	to 475		hour	\$63.00
8210	Clamshell & Dragline		to 650		hour	\$87.00
8211	Clamshell & Dragline		to 128		hour	\$67.00
			to 250		hour	\$74.00
				Includes hand held and manually operated equipment.		
8220	Compactor		to 10		hour	\$3.20
8221	Compactor		to 50		hour	\$6.80
8222	Compactor		to 80		hour	\$11.25
8223	Compactor		to 110		hour	\$15.50
8224	Compactor		to 150		hour	\$21.00
8225	Compactor		to 186		hour	\$25.50
8226	Compactor		to 210		hour	\$42.00
8227	Compactor		to 318		hour	\$70.00
8228	Compactor, Towed	Drum		Rate is for each drum.	hour	\$1.00
8230	Crane, Lifting	8 Tons	to 80		hour	\$14.50
8231	Crane, Lifting	16 Tons	to 150		hour	\$36.00
8232	Crane, Lifting	32 Tons	to 210		hour	\$55.00
8233	Crane, Lifting	55 Tons	to 325		hour	\$81.00
8250	Dozer, Crawler		to 70		hour	\$16.50
8251	Dozer, Crawler		to 115		hour	\$21.50
8252	Dozer, Crawler		to 160		hour	\$31.00
8253	Dozer, Crawler		to 240		hour	\$40.00
8254	Dozer, Crawler		to 310		hour	\$70.00
				See 8260 for small wheel tractors/dozers.		
8261	Dozer, Wheel		to 210		hour	\$38.00

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8262	Dozer, Wheel		to 310		hour	\$55.00
8263	Dozer, Wheel		to 454		hour	\$89.00
8280	Excavator, Hydraulic	0.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$29.00
8281	Excavator, Hydraulic	1.0 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$34.00
8282	Excavator, Hydraulic	1.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$44.00
8283	Excavator, Hydraulic	2.0 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$57.00
8284	Excavator, Hydraulic	2.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$73.00
8300	Fork Lift	4000 Lbs	to 50		hour	\$4.50
8301	Fork Lift	11000 Lbs	to 100		hour	\$8.25
8310	Generator	5 KW	to 11		hour	\$1.20
8311	Generator	15 KW	to 30		hour	\$3.00
8312	Generator	40 KW	to 57		hour	\$6.00
8313	Generator	65 KW	to 92		hour	\$10.25
8314	Generator	110 KW	to 160		hour	\$15.50
8315	Generator	125 KW	to 200		hour	\$22.00
8316	Generator	270 KW	to 390		hour	\$26.50
8317	Generator	400 KW	to 570		hour	\$38.00
8318	Generator	500 KW	to 715		hour	\$56.00
8319	Generator	750 KW	to 1050		hour	\$75.00
8320	Golf Cart	2 Person			hour	\$1.80
8330	Grader	10' Blade	to 100	Includes rigid and articulated equipment.	hour	\$15.00
8331	Grader	12' Blade	to 140	Includes rigid and articulated equipment.	hour	\$25.00
8332	Grader	12' Blade	to 200	Includes rigid and articulated equipment.	hour	\$31.00
8350	Hose	3 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.05
8351	Hose	4 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.10
8352	Hose	6 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.15
8353	Hose	8 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.20
8354	Hose	12 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.35
8355	Hose	16 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.75

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8360	Jackhammer			Hoses between air compressor and jackhammer are included in rate of air compressor.	hour	\$0.60
8370	Lift, Scissor	1500 Lbs	to 20		hour	\$4.70
8380	Loader, Crawler	0.5 CY	to 32		hour	\$7.75
8381	Loader, Crawler	1.0 CY	to 70		hour	\$14.00
8382	Loader, Crawler	1.5 CY	to 90		hour	\$17.50
8383	Loader, Crawler	2.0 CY	to 120		hour	\$26.00
8384	Loader, Crawler	2.5 CY	to 150		hour	\$35.00
8385	Loader, Crawler	3.0 CY	to 170		hour	\$40.00
8540	Loader, Skid	1000 Lbs	to 27		hour	\$4.90
8541	Loader, Skid	2000 Lbs	to 73		hour	\$7.40
8542	Loader, Skid	4000 Lbs	to 94		hour	\$15.50
8390	Loader, Wheel	0.75 CY	to 63		hour	\$7.30
8391	Loader, Wheel	1.0 CY	to 74		hour	\$9.75
8392	Loader, Wheel	1.5 CY	to 75		hour	\$15.00
8393	Loader, Wheel	2.0 CY	to 115		hour	\$18.00
8394	Loader, Wheel	2.5 CY	to 144		hour	\$20.50
8395	Loader, Wheel	3.0 CY	to 160		hour	\$25.00
8396	Loader, Wheel	3.5 CY	to 196		hour	\$29.50
8397	Loader, Wheel	4.0 CY	to 248		hour	\$36.00
8570	Loader-Backhoe, Wheel	1.03 CY	to 74	Capacity is the loader bucket and not the backhoe bucket.	hour	\$10.00
8571	Loader-Backhoe, Wheel	1.5 CY	to 95	Capacity is the loader bucket and not the backhoe bucket.	hour	\$14.50
8572	Loader-Backhoe, Wheel	1.75 CY	to 115	Capacity is the loader bucket and not the backhoe bucket.	hour	\$19.00
8410	Mixer, Concrete, Port	6 CF	to 7		hour	\$1.50
8411	Mixer, Concrete, Port	12 CF	to 9		hour	\$2.10
8400	Mixer, Trailer Mounted	6 CF	to 18		hour	\$3.80
8401	Mixer, Trailer Mounted	16 CF	to 25		hour	\$7.50
8632	Mulcher, Trailer Mtd		to 35		hour	\$4.80
8430	Paver, Asphalt	8 Ft	to 35	Includes wheel and crawler equipment.	hour	\$8.50
8431	Paver, Asphalt	8 Ft	to 71	Includes wheel and crawler equipment.	hour	\$19.50
8432	Paver, Asphalt	10 Ft	to 130	Included wheel and crawler equipment.	hour	\$49.00
8433	Paver, Asphalt	10 Ft	to 200	Includes wheel and crawler equipment.	hour	\$65.00
8434	Paver, Asphalt	10 Ft	to 234	Includes wheel and crawler equipment.	hour	\$80.00
8450	Plow, Grader Mtd	10.5 Ft			hour	\$6.90
8440	Plow, Truck Mtd				hour	\$3.60
8470	Pump	2 In	to 8		hour	\$2.10
8471	Pump	3 In	to 12		hour	\$2.80
8472	Pump	4 In	to 30		hour	\$6.00
8473	Pump	6 In	to 60		hour	\$8.50
8474	Pump	8 In	to 70		hour	\$12.75
8475	Pump	10 In	to 85		hour	\$15.00
8476	Pump	12 In	to 90		hour	\$17.50
8463	Pump Extender	20 Ft		Extender for a Pump W/O Power	hour	\$0.80

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8460	Pump, W/O Power	6 In			hour	\$1.50
8461	Pump, W/O Power	12 In			hour	\$2.00
8462	Pump, W/O Power	24 In			hour	\$4.70
8510	Saw, Concrete	14 In	to 20		hour	\$2.40
8511	Saw, Concrete	26 In	to 35		hour	\$5.70
8512	Saw, Concrete	36 In	to 65		hour	\$9.25
8520	Scraper	11 CY	to 180		hour	\$47.00
8521	Scraper	21 CY	to 330		hour	\$70.00
8522	Scraper	31 CY	to 450		hour	\$102.00
8560	Snow Blower		to 472		hour	\$56.00
8561	Snow Blower		to 500		hour	\$60.00
8562	Snow Blower		to 600		hour	\$68.00
8550	Snow Blower, Trk Mtd		to 30		hour	\$7.10
8551	Snow Blower, Trk Mtd		to 66		hour	\$12.75
8552	Snow Blower, Trk Mtd		to 200		hour	\$21.00
8553	Snow Blower, Trk Mtd		to 340		hour	\$31.00
8554	Snow Blower, Trk Mtd		to 400		hour	\$34.00
8630	Sprayer, Seed, Trailer	500 Gal	to 20		hour	\$4.80
8631	Sprayer, Seed, Trailer	1000 Gal	to 35		hour	\$7.50
8423	Spreader, Chip	12.5 Ft	to 152		hour	\$26.00
8424	Spreader, Chip	14.5 Ft	to 210		hour	\$26.50
8425	Spreader, Chip, Mtd	8 Ft	to 7		hour	\$1.20
8426	Stripper	12 Gal	to 10		hour	\$1.40
8427	Sweeper, Pavement		to 109		hour	\$22.00
8428	Sweeper, Pavement		to 160		hour	\$29.00
8429	Sweeper, Pavement		to 190		hour	\$35.00
8260	Tractor, Wheel		to 87		hour	\$6.60
8580	Trailer, Asphalt Dist	1000 Gal			hour	\$6.20
8590	Trailer, Dump	18 CY			hour	\$6.60
8591	Trailer, Dump	24 CY			hour	\$10.25
8600	Trailer, Equipment	20 Tons			hour	\$3.20
8601	Trailer, Equipment	40 Tons			hour	\$7.50
8602	Trailer, Equipment	50 Tons			hour	\$8.50
8640	Trailer, Office	8' x 24'		Based on a daily rate.	day	\$10.75
8641	Trailer, Office	8' x 32'		Based on a daily rate.	day	\$12.75
8610	Trailer, Water	3000 Gal			hour	\$10.00
8611	Trailer, Water	6000 Gal			hour	\$12.75
8612	Trailer, Water	9000 Gal			hour	\$14.75
8613	Trailer, Water	12000 Gal			hour	\$16.50
8650	Trencher		to 35		hour	\$3.80
8651	Trencher		to 85		hour	\$15.50
8652	Trencher		to 115		hour	\$31.00
8653	Trencher		to 175		hour	\$49.00
8290	Trowel, Concrete	46 In	to 8		hour	\$1.40
8710	Truck, Bucket	30 Ft	to 150		hour	\$12.50
8711	Truck, Bucket	60 Ft	to 210		hour	\$26.00
8712	Truck, Cleaning	5 CY	to 150		hour	\$19.00
8713	Truck, Cleaning	14 CY	to 210		hour	\$28.50
8680	Truck, Concrete	8 CY	to 235		hour	\$39.00
8681	Truck, Concrete	12 CY	to 285		hour	\$43.00
8720	Truck, Dump	8 CY	to 180		hour	\$14.25
8721	Truck, Dump	10 CY	to 235		hour	\$22.00
8722	Truck, Dump	12 CY	to 255		hour	\$26.00
8723	Truck, Dump	18 CY	to 325		hour	\$32.00
8690	Truck, Fire		to 200		hour	\$24.50
8691	Truck, Fire		to 300		hour	\$35.00
8692	Truck, Fire		to 400		hour	\$45.00
8700	Truck, Flatbed	6000 Lbs	to 140		hour	\$8.75

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8701	Truck, Flatbed	15000 Lbs	to 210		hour	\$11.25
8702	Truck, Flatbed	25000 Lbs	to 210		hour	\$13.75
8730	Truck, Garbage	25 CY	to 255		hour	\$26.00
8731	Truck, Garbage	32 CY	to 325		hour	\$32.00
8714	Truck, Line		to 150		hour	\$26.00
8715	Truck, Line		to 210		hour	\$31.00
				Mileage rate for transporting people. If vehicle was for hauling, etc. use hourly rate.		
8803	Truck, Pick up	0.50 Ton	to 130		mile	\$0.30
8800	Truck, Pick-up	0.50 Ton	to 130		hour	\$5.60
8801	Truck, Pick-up	0.75 Ton	to 130		hour	\$6.30
8802	Truck, Pick-up	1.00 Ton	to 180		hour	\$7.50
8790	Truck, Tractor	30000 Lbs	to 210		hour	\$18.50
8791	Truck, Tractor	35000 Lbs	to 265		hour	\$23.50
8792	Truck, Tractor	50000 Lbs	to 310		hour	\$26.00
8780	Truck, Water	2000 Gal	to 175		hour	\$16.00
8781	Truck, Water	3500 Gal	to 250		hour	\$19.00
8620	Tub Grinder		to 425		hour	\$46.00
8621	Tub Grinder		to 450		hour	\$63.00
8622	Tub Grinder		to 550		hour	\$81.00
8623	Tub Grinder		to 650		hour	\$102.00
8624	Tub Grinder		to 800		hour	\$129.00
8625	Tub Grinder		to 1000		hour	\$147.00
8321	Vehicle, Recreational			Rate can be used for utility vehicles.		
8750	Vehicle, Small		to 10		hour	\$1.80
8761	Vibrator, Concrete		to 30		hour	\$3.40
8770	Welder	200 Amp	to 8		hour	\$1.20
8771	Welder	300 Amp	to 16		hour	\$1.90
8772	Welder	400 Amp	to 34		hour	\$3.90
			to 50		hour	\$5.60

MIAMI-DADE COUNTY
\$2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
------------------------------------	-----------------------	-----------------------------------	--------------------------------	-----------------------------

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Piledrivers and Bridge Carpenters
Foreman
(All piledriving crews shall consist of at least one paid foreman)

\$	26.50	\$	5.10	\$	7.30	\$	38.90
\$	30.00	\$	5.10	\$	7.30	\$	42.40

Divers (Wet days up to 59' or Dry days)
Diver Tenders
Diver Foreman

\$	30.70	\$	5.10	\$	7.30	\$	43.10
\$	30.70	\$	5.10	\$	7.30	\$	43.10
\$	34.20	\$	5.10	\$	7.30	\$	46.60

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of \$1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foreman rate with a premium pay of \$2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of \$1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: \$1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Per Hour Premiums:
\$0.50 Certified Welders

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$	17.76	\$	5.10	\$	7.30	\$	30.16
2nd year	\$	19.88	\$	5.10	\$	7.30	\$	32.28
3rd year	\$	21.73	\$	5.10	\$	7.30	\$	34.13
4th year	\$	23.85	\$	5.10	\$	7.30	\$	36.25

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

- (1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS **SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY**

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HEAVY**

Heavy Construction projects are those projects that are not properly classified as either “Building”, “Highway” or “Residential”.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

LCPTRACKER – CONTRACTOR QUICK START GUIDE

2024

Schedule of Equipment Rates

SCHEDULE OF EQUIPMENT RATES

FEDERAL EMERGENCY MANAGEMENT AGENCY
RESPONSE AND RECOVERY DIRECTORATE
INFRASTRUCTURE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under PL 93-288, as amended, for ownership and operation of equipment, including depreciation, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible. Equipment must be in actual operation to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in FEMA criteria. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR 206.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT AFTER THE DATE OF PUBLICATION OF THIS SCHEDULE.

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8010	Air Compressor	125 Cfm	to 65	Hoses are included.	hour	\$5.60
8011	Air Compressor	250 Cfm	to 95	Hoses are included.	hour	\$9.25
8012	Air Compressor	450 Cfm	to 150	Hoses are included.	hour	\$15.50
8013	Air Compressor	600 Cfm	to 200	Hoses are included.	hour	\$20.00
8014	Air Compressor	750 Cfm	to 240	Hoses are included.	hour	\$25.50
8015	Air Compressor	900 Cfm	to 260	Hoses are included.	hour	\$29.00
8016	Air Compressor	1200 Cfm	to 325	Hoses are included.	hour	\$41.00
8020	Air Curtain Burner	In Ground	to 30	In ground burner.	hour	\$4.80
8021	Air Curtain Burner	In Ground	to 60	In ground burner.	hour	\$7.40
8022	Air Curtain Burner	In Ground	to 90	In ground burner.	hour	\$9.75
8023	Air Curtain Burner	Above Ground	to 30	Above ground burner.	hour	\$5.80
8024	Air Curtain Burner	Above Ground	to 60	Above ground burner.	hour	\$8.25
8025	Air Curtain Burner	Above Ground	to 90	Above ground burner.	hour	\$10.75
8040	Ambulance		to 150		hour	\$13.75
8041	Ambulance		to 210		hour	\$21.00
8060	Auger, Portable	12 In	to 5		hour	\$0.70
8070	Automobile		to 130	Mileage rate when transporting people.	mile	\$0.30
8071	Automobile, Police		to 250	This is a mileage rate.	mile	\$0.35
8072	Automobile, Police			Vehicle in a fixed position with the engine running and/or the warning lights flashing.		
8810	Backhoe, Small	See Loader-Backhoe	to 250		hour	\$8.50
8820	Backhoe, Large	See Hydraulic Excav.				
8110	Barge, Deck	7.25'x30'x120'			hour	\$19.00
8111	Barge, Deck	7'x45'x120'			hour	\$28.50
8120	Barge, Hopper	12'x35'x195'		This is an open barge.	hour	\$31.00
8050	Board, Arrow, Trailer		to 8		hour	\$1.50
8051	Board, Message, Trailer		to 5		hour	\$5.10
8131	Boat	5'x13'	to 50	Includes outboards.	hour	\$7.20
8830	Boat		to 100	Includes outboards and inboards.	hour	\$17.00
8831	Boat		to 150	Includes outboards and inboards.	hour	\$22.00
8832	Boat		to 200	Includes outboards and inboards.	hour	\$27.00

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8833	Boat		to 250	Includes outboards and inboards.	hour	\$33.00
8834	Boat		to 300	Includes outboards and inboards.	hour	\$38.00
8840	Boat, Air		to 100		hour	\$12.00
8841	Boat, Air		to 200		hour	\$18.00
8842	Boat, Air		to 300		hour	\$28.00
8133	Boat, Push	16'x45'	to 435		hour	\$76.00
8134	Boat, Push	21'x54'	to 525		hour	\$103.00
8130	Boat, Row			This includes the oars.	hour	\$0.55
8132	Boat, Tender	7'x14'	to 75		hour	\$13.50
8140	Boat, Tug	16 Ft	to 100		hour	\$16.50
8141	Boat, Tug	18 Ft	to 175		hour	\$26.00
8142	Boat, Tug	26 Ft	to 250		hour	\$33.00
8143	Boat, Tug	40 Ft	to 380		hour	\$81.00
8420	Breaker, Pavement		to 80		hour	\$15.00
8421	Breaker, Pavement		to 137		hour	\$31.00
8150	Broom, Pavement	72 In	to 32		hour	\$6.20
8151	Broom, Pavement	84 In	to 90		hour	\$9.75
8170	Broom, Pavement, Mtd	72 In			hour	\$1.60
8171	Broom, Pavement, Mtd	72 In	to 18		hour	\$2.50
8160	Broom, Pavement, Pull	84 In			hour	\$3.30
8180	Bus		to 150		hour	\$9.50
8181	Bus		to 210		hour	\$14.75
8182	Bus		to 300		hour	\$20.00
8190	Chain Saw	25 In			hour	\$2.40
8200	Chipper	7 In	to 30		hour	\$5.90
8201	Chipper	12 In	to 65		hour	\$8.00
8202	Chipper	12 In	to 125		hour	\$12.00
8203	Chipper	12 In	to 171		hour	\$14.50
8204	Chipper	18 In	to 250		hour	\$24.50
8205	Chipper	19 In	to 350		hour	\$59.00
8206	Chipper	19 In	to 475		hour	\$63.00
8207	Chipper		to 650		hour	\$87.00
8210	Clamshell & Dragline		to 128		hour	\$67.00
8211	Clamshell & Dragline		to 250		hour	\$74.00
				Includes hand held and manually operated equipment.		
8220	Compactor		to 10		hour	\$3.20
8221	Compactor		to 50		hour	\$6.80
8222	Compactor		to 80		hour	\$11.25
8223	Compactor		to 110		hour	\$15.50
8224	Compactor		to 150		hour	\$21.00
8225	Compactor		to 186		hour	\$25.50
8226	Compactor		to 210		hour	\$42.00
8227	Compactor		to 318		hour	\$70.00
8228	Compactor, Towed	Drum		Rate is for each drum.	hour	\$1.00
8230	Crane, Lifting	8 Tons	to 80		hour	\$14.50
8231	Crane, Lifting	16 Tons	to 150		hour	\$36.00
8232	Crane, Lifting	32 Tons	to 210		hour	\$55.00
8233	Crane, Lifting	55 Tons	to 325		hour	\$81.00
8250	Dozer, Crawler		to 70		hour	\$16.50
8251	Dozer, Crawler		to 115		hour	\$21.50
8252	Dozer, Crawler		to 160		hour	\$31.00
8253	Dozer, Crawler		to 240		hour	\$40.00
8254	Dozer, Crawler		to 310		hour	\$70.00
8261	Dozer, Wheel		to 210	See 8260 for small wheel tractors/dozers.	hour	\$38.00

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8262	Dozer, Wheel		to 310		hour	\$55.00
8263	Dozer, Wheel		to 454		hour	\$89.00
8280	Excavator, Hydraulic	0.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$29.00
8281	Excavator, Hydraulic	1.0 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$34.00
8282	Excavator, Hydraulic	1.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$44.00
8283	Excavator, Hydraulic	2.0 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$57.00
8284	Excavator, Hydraulic	2.5 CY		Includes truck, crawler and wheel mtd eqmt.	hour	\$73.00
8300	Fork Lift	4000 Lbs	to 50		hour	\$4.50
8301	Fork Lift	11000 Lbs	to 100		hour	\$8.25
8310	Generator	5 KW	to 11		hour	\$1.20
8311	Generator	15 KW	to 30		hour	\$3.00
8312	Generator	40 KW	to 57		hour	\$6.00
8313	Generator	65 KW	to 92		hour	\$10.25
8314	Generator	110 KW	to 160		hour	\$15.50
8315	Generator	125 KW	to 200		hour	\$22.00
8316	Generator	270 KW	to 390		hour	\$26.50
8317	Generator	400 KW	to 570		hour	\$38.00
8318	Generator	500 KW	to 715		hour	\$56.00
8319	Generator	750 KW	to 1050		hour	\$75.00
8320	Golf Cart	2 Person			hour	\$1.80
8330	Grader	10' Blade	to 100	Includes rigid and articulated equipment.	hour	\$15.00
8331	Grader	12' Blade	to 140	Includes rigid and articulated equipment.	hour	\$25.00
8332	Grader	12' Blade	to 200	Includes rigid and articulated equipment.	hour	\$31.00
8350	Hose	3 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.05
8351	Hose	4 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.10
8352	Hose	6 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.15
8353	Hose	8 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.20
8354	Hose	12 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.35
8355	Hose	16 In		Discharge hoses for pumps. Suction hoses are included with pumps.	hour	\$0.75

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8360	Jackhammer			Hoses between air compressor and jackhammer are included in rate of air compressor.	hour	\$0.60
8370	Lift, Scissor	1500 Lbs	to 20		hour	\$4.70
8380	Loader, Crawler	0.5 CY	to 32		hour	\$7.75
8381	Loader, Crawler	1.0 CY	to 70		hour	\$14.00
8382	Loader, Crawler	1.5 CY	to 90		hour	\$17.50
8383	Loader, Crawler	2.0 CY	to 120		hour	\$26.00
8384	Loader, Crawler	2.5 CY	to 150		hour	\$35.00
8385	Loader, Crawler	3.0 CY	to 170		hour	\$40.00
8540	Loader, Skid	1000 Lbs	to 27		hour	\$4.90
8541	Loader, Skid	2000 Lbs	to 73		hour	\$7.40
8542	Loader, Skid	4000 Lbs	to 94		hour	\$15.50
8390	Loader, Wheel	0.75 CY	to 63		hour	\$7.30
8391	Loader, Wheel	1.0 CY	to 74		hour	\$9.75
8392	Loader, Wheel	1.5 CY	to 75		hour	\$15.00
8393	Loader, Wheel	2.0 CY	to 115		hour	\$18.00
8394	Loader, Wheel	2.5 CY	to 144		hour	\$20.50
8395	Loader, Wheel	3.0 CY	to 160		hour	\$25.00
8396	Loader, Wheel	3.5 CY	to 196		hour	\$29.50
8397	Loader, Wheel	4.0 CY	to 248		hour	\$36.00
8570	Loader-Backhoe, Wheel	1.03 CY	to 74	Capacity is the loader bucket and not the backhoe bucket.	hour	\$10.00
8571	Loader-Backhoe, Wheel	1.5 CY	to 95	Capacity is the loader bucket and not the backhoe bucket.	hour	\$14.50
8572	Loader-Backhoe, Wheel	1.75 CY	to 115	Capacity is the loader bucket and not the backhoe bucket.	hour	\$19.00
8410	Mixer, Concrete, Port	6 CF	to 7		hour	\$1.50
8411	Mixer, Concrete, Port	12 CF	to 9		hour	\$2.10
8400	Mixer, Trailer Mounted	6 CF	to 18		hour	\$3.80
8401	Mixer, Trailer Mounted	16 CF	to 25		hour	\$7.50
8632	Mulcher, Trailer Mtd		to 35		hour	\$4.80
8430	Paver, Asphalt	8 Ft	to 35	Includes wheel and crawler equipment.	hour	\$8.50
8431	Paver, Asphalt	8 Ft	to 71	Includes wheel and crawler equipment.	hour	\$19.50
8432	Paver, Asphalt	10 Ft	to 130	Included wheel and crawler equipment.	hour	\$49.00
8433	Paver, Asphalt	10 Ft	to 200	Includes wheel and crawler equipment.	hour	\$65.00
8434	Paver, Asphalt	10 Ft	to 234	Includes wheel and crawler equipment.	hour	\$80.00
8450	Plow, Grader Mtd	10.5 Ft			hour	\$6.90
8440	Plow, Truck Mtd				hour	\$3.60
8470	Pump	2 In	to 8		hour	\$2.10
8471	Pump	3 In	to 12		hour	\$2.80
8472	Pump	4 In	to 30		hour	\$6.00
8473	Pump	6 In	to 60		hour	\$8.50
8474	Pump	8 In	to 70		hour	\$12.75
8475	Pump	10 In	to 85		hour	\$15.00
8476	Pump	12 In	to 90		hour	\$17.50
8463	Pump Extender	20 Ft		Extender for a Pump W/O Power	hour	\$0.80

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8460	Pump, W/O Power	6 In			hour	\$1.50
8461	Pump, W/O Power	12 In			hour	\$2.00
8462	Pump, W/O Power	24 In			hour	\$4.70
8510	Saw, Concrete	14 In	to 20		hour	\$2.40
8511	Saw, Concrete	26 In	to 35		hour	\$5.70
8512	Saw, Concrete	36 In	to 65		hour	\$9.25
8520	Scraper	11 CY	to 180		hour	\$47.00
8521	Scraper	21 CY	to 330		hour	\$70.00
8522	Scraper	31 CY	to 450		hour	\$102.00
8560	Snow Blower		to 472		hour	\$56.00
8561	Snow Blower		to 500		hour	\$60.00
8562	Snow Blower		to 600		hour	\$68.00
8550	Snow Blower, Trk Mtd		to 30		hour	\$7.10
8551	Snow Blower, Trk Mtd		to 66		hour	\$12.75
8552	Snow Blower, Trk Mtd		to 200		hour	\$21.00
8553	Snow Blower, Trk Mtd		to 340		hour	\$31.00
8554	Snow Blower, Trk Mtd		to 400		hour	\$34.00
8630	Sprayer, Seed, Trailer	500 Gal	to 20		hour	\$4.80
8631	Sprayer, Seed, Trailer	1000 Gal	to 35		hour	\$7.50
8423	Spreader, Chip	12.5 Ft	to 152		hour	\$26.00
8424	Spreader, Chip	14.5 Ft	to 210		hour	\$26.50
8425	Spreader, Chip, Mtd	8 Ft	to 7		hour	\$1.20
8426	Stripper	12 Gal	to 10		hour	\$1.40
8427	Sweeper, Pavement		to 109		hour	\$22.00
8428	Sweeper, Pavement		to 160		hour	\$29.00
8429	Sweeper, Pavement		to 190		hour	\$35.00
8260	Tractor, Wheel		to 87		hour	\$6.60
8580	Trailer, Asphalt Dist	1000 Gal			hour	\$6.20
8590	Trailer, Dump	18 CY			hour	\$6.60
8591	Trailer, Dump	24 CY			hour	\$10.25
8600	Trailer, Equipment	20 Tons			hour	\$3.20
8601	Trailer, Equipment	40 Tons			hour	\$7.50
8602	Trailer, Equipment	50 Tons			hour	\$8.50
8640	Trailer, Office	8' x 24'		Based on a daily rate.	day	\$10.75
8641	Trailer, Office	8' x 32'		Based on a daily rate.	day	\$12.75
8610	Trailer, Water	3000 Gal			hour	\$10.00
8611	Trailer, Water	6000 Gal			hour	\$12.75
8612	Trailer, Water	9000 Gal			hour	\$14.75
8613	Trailer, Water	12000 Gal			hour	\$16.50
8650	Trencher		to 35		hour	\$3.80
8651	Trencher		to 85		hour	\$15.50
8652	Trencher		to 115		hour	\$31.00
8653	Trencher		to 175		hour	\$49.00
8290	Trowel, Concrete	46 In	to 8		hour	\$1.40
8710	Truck, Bucket	30 Ft	to 150		hour	\$12.50
8711	Truck, Bucket	60 Ft	to 210		hour	\$26.00
8712	Truck, Cleaning	5 CY	to 150		hour	\$19.00
8713	Truck, Cleaning	14 CY	to 210		hour	\$28.50
8680	Truck, Concrete	8 CY	to 235		hour	\$39.00
8681	Truck, Concrete	12 CY	to 285		hour	\$43.00
8720	Truck, Dump	8 CY	to 180		hour	\$14.25
8721	Truck, Dump	10 CY	to 235		hour	\$22.00
8722	Truck, Dump	12 CY	to 255		hour	\$26.00
8723	Truck, Dump	18 CY	to 325		hour	\$32.00
8690	Truck, Fire		to 200		hour	\$24.50
8691	Truck, Fire		to 300		hour	\$35.00
8692	Truck, Fire		to 400		hour	\$45.00
8700	Truck, Flatbed	6000 Lbs	to 140		hour	\$8.75

Schedule of Equipment Rates

Cost Code	Equipment	Capacity/ Size	HP	Assumption	Unit	Hourly Rate
8701	Truck, Flatbed	15000 Lbs	to 210		hour	\$11.25
8702	Truck, Flatbed	25000 Lbs	to 210		hour	\$13.75
8730	Truck, Garbage	25 CY	to 255		hour	\$26.00
8731	Truck, Garbage	32 CY	to 325		hour	\$32.00
8714	Truck, Line		to 150		hour	\$26.00
8715	Truck, Line		to 210		hour	\$31.00
				Mileage rate for transporting people. If vehicle was for hauling, etc. use hourly rate.		
8803	Truck, Pick up	0.50 Ton	to 130		mile	\$0.30
8800	Truck, Pick-up	0.50 Ton	to 130		hour	\$5.60
8801	Truck, Pick-up	0.75 Ton	to 130		hour	\$6.30
8802	Truck, Pick-up	1.00 Ton	to 180		hour	\$7.50
8790	Truck, Tractor	30000 Lbs	to 210		hour	\$18.50
8791	Truck, Tractor	35000 Lbs	to 265		hour	\$23.50
8792	Truck, Tractor	50000 Lbs	to 310		hour	\$26.00
8780	Truck, Water	2000 Gal	to 175		hour	\$16.00
8781	Truck, Water	3500 Gal	to 250		hour	\$19.00
8620	Tub Grinder		to 425		hour	\$46.00
8621	Tub Grinder		to 450		hour	\$63.00
8622	Tub Grinder		to 550		hour	\$81.00
8623	Tub Grinder		to 650		hour	\$102.00
8624	Tub Grinder		to 800		hour	\$129.00
8625	Tub Grinder		to 1000		hour	\$147.00
8321	Vehicle, Recreational			Rate can be used for utility vehicles.		
8750	Vehicle, Small		to 10		hour	\$1.80
8761	Vibrator, Concrete		to 30		hour	\$3.40
8770	Welder	200 Amp	to 8		hour	\$1.20
8771	Welder	300 Amp	to 16		hour	\$1.90
8772	Welder	400 Amp	to 34		hour	\$3.90
			to 50		hour	\$5.60



W. B. Equipment Service Corp.
127 Oak Street
Wood-Ridge, NJ 07075

Estimate

Date	Estimate #
1/31/2024	11323

Bill To

ENGINEER CONTROL SYSTEMS 12550 BISCAZYNE BOULEVARD, STE 800 NORTH MIAMI, FL 33181
--

Ship To ATTN: ARMANDO CARDONA 786.586.0597 aac53079@yahoo.com
--

Billing Contact:	
(305) 895-4376	fzayas@ecscontrols.comcastbiz.net

Rep	P.O. No.
SS	

Item	Description	Qty	Rate	Est. Amount
Rentals	(6) 50 TON LOCKNUT CYLINDER W/ 2" STROKE & TILT SADDLE (1) ELECTRIC PUMP (6) 2.5" X 10000 PSI GAUGE (1) 6 PT MANIFOLD (1) LOT OF HOSE		2,895.00	2,895.00T
Calibration	1 MONTH RENTAL DELIVERY INCLUDED CALIBRATION	6	195.00	1,170.00T

Signature _____

Accepted Date _____

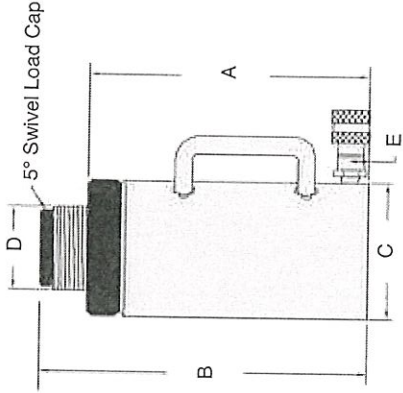
Subtotal	\$4,065.00
Est. Sales Tax (0.0%)	\$0.00
Est. Total	\$4,065.00

Phone #
201.438.7800

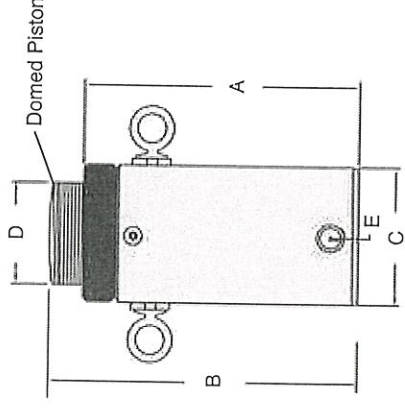
Web Site
www.wbequipment.com

• Note: 100 Ton Models Have Eyebolts For Positioning

30 - 100 Tons



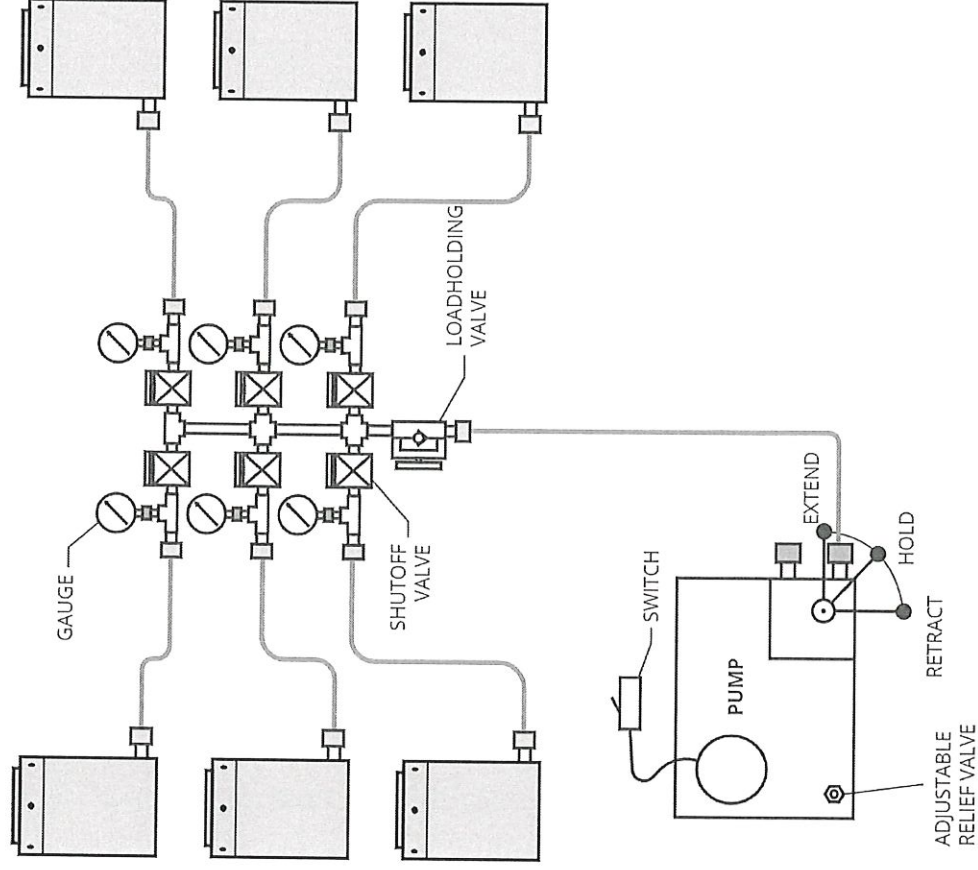
150 - 1000 Tons



Cylinders

Model	Cap. (tons)	Stroke (in)	Oil Capacity Required (cu.in.)	Ram Bore Diameter (in)	Effect Area (sq.in.)	Pressure @ Capacity (psi)	A	B	C	D	E	Wgt. (lbs)
							Minimum Height (in)	Extended Height (in)	Body O.D. (in)	Piston O.D. (in)	Base to Port C/L (in)	
RLN302	30	2	13	2.87	6.49	9,240	6.38	8.38	4	2.44	.75	21
RLN306	30	6	38.9	2.87	6.49	9,240	10.38	16.38	4	2.44	.75	35
RLN502	50	2	22.1	3.75	11.05	9,054	6.75	8.75	5	3.19	.78	38
RLN506	50	6	66.2	3.75	11.05	9,054	10.75	16.75	5	3.19	.78	63
RLN5010	50	10	133	3.75	11.05	9,054	14.75	24.75	5	3.19	.78	100
RLN1002	100	2	40	5	19.63	10,200	8	10	6.38	4.31	1.25	87
RLN1006	100	6	118	5	19.63	10,200	12	18	6.38	4.31	1.25	132
RLN10010	100	10	196	5	19.63	10,200	16	26	6.38	4.31	1.25	202
RLN1502	150	2	66.4	6.25	30.68	9,780	8	10	8.5	5.56	1.93	149
RLN1506	150	6	199	6.25	30.68	9,780	12.25	18	8.5	5.56	1.93	221
RLN15012	150	12	398	6.25	30.68	9,780	18	30	8.5	5.56	1.93	311
RLN2002	200	2	88.4	7.25	41.28	9,054	9.5	11.5	10	6.56	2.06	233
RLN2006	200	6	265	7.25	41.28	9,054	13.5	19.5	10	6.56	2.06	332
RLN20012	200	12	530	7.25	41.28	9,054	19.5	31.5	10	6.56	2.06	479
RLN3002	300	2	120	8.75	60.13	9,978	11.5	13.5	12	7.81	2.44	357
RLN3006	300	6	361	8.75	60.13	9,978	15.5	21.5	12	7.81	2.44	485
RLN30012	300	12	722	8.75	60.13	9,978	21.5	33.5	12	7.81	2.44	677
RLN4002	400	2	174	10.5	86.59	9,238	13.81	15.81	14	9.31	3	520
RLN4006	400	6	520	10.5	86.59	9,238	17.81	23.81	14	9.31	3	675
RLN40012	400	12	1040	10.5	86.59	9,238	23.81	25.81	14	9.31	3	905
RLN5002	500	2	208	11.5	103.87	9,628	14.75	16.75	16	10.31	3.19	927
RLN5006	500	6	623	11.5	103.87	9,628	18.75	24.75	16	10.31	3.19	1041
RLN50012	500	12	1246	11.5	103.87	9,628	24.75	36.75	16	10.31	3.19	1383
RLN6002	600	2	246	12.5	122.79	9,778	15.62	17.62	17.5	11.31	3.5	985
RLN6006	600	6	738	12.5	122.79	9,778	19.62	25.62	17.5	11.31	3.5	1232
RLN60012	600	12	1476	12.5	122.79	9,778	27.62	39.62	17.5	11.31	3.5	1603
RLN8002	800	2	330	14.5	165.13	9,690	16.93	18.93	18	13.31	4.13	1148
RLN8006	800	6	991	14.5	165.13	9,690	21.93	27.93	18	13.31	4.13	1407
RLN80012	800	12	1982	14.5	165.13	9,690	27.93	39.93	18	13.31	4.13	1795
RLN10002	1000	2	402	16	201.06	9,950	19.62	21.62	21	14.81	4.25	1818
RLN10006	1000	6	1206	16	201.06	9,950	23.62	29.62	21	14.81	4.25	2178
RLN100012	1000	12	2412	16	201.06	9,950	29.62	41.62	21	14.81	4.25	2718

LOCK-NUT JACKS WITH 6PT MANIFOLD
& ELECTRIC PUMP



IMPORTANT:

READ ALL INSTRUCTIONS BEFORE PROCEEDING

W.B. EQUIPMENT SERVICE CO INC.
127 OAK ST
WOOD-RIDGE, NJ 07075
201-438-7800

LOCK-NUT JACKS WITH ELECTRIC PUMP
(WITH SHUTOFF VALVES)

OPERATING INSTRUCTIONS

GENERAL:

1. Read carefully all instructions provided with equipment.
2. Follow load with blocking, shims or locking nut while load is being lifted and lowered. General recommendation is to allow not more than 1/4" between nut and cylinder when lowering. Nut should be in contact with cylinder while raising.
3. Do not subject jacks to side loading.

LIFT PROCEDURE:

1. CLOSE (clockwise) Common Loadholding Valve on Manifold.
2. OPEN appropriate Shut-Off Valves to jacks to be extended. (Counter clockwise)
3. Place Pump Control Valve in "Extend" position. Start pump, monitoring pressures and extensions on jacks.

Initially PRESSURIZE system to approximately 80% of the Theoretical Load. Hold Pressure for several minutes, then CHECK structure and jacking pads for settlement, movement, rotation, deflection, etc. - check for leakage.

4. Continue PRESSURIZING Jack until structure begins to lift. MONITOR Jack pressure and movement at all times. Use shut-off valves to isolate individual jacks to adjust movement.
5. With all jacks at proper extension stop pumping, TURN Locking Nuts on Jacks fully DOWN to the top of the cylinder.
6. Place Pump Control Valve in "Retract" position.
7. SLOWLY OPEN Load Holding Valve counter-clockwise to reduce pressure from system and place load on Mechanical Lock Nuts.
8. When Gauge reads zero pressure, fully open Loadholding Valve. Cycle handle on Pump Control Valve to ensure all pressure is out of system. If required, System can then be disassembled.

LOWERING PROCEDURE:

1. CLOSE Manifold Loadholding Valve. Place Pump Control Valve in "EXTEND" position. Open Shut-Off Valves to Jacks to be lowered.
2. PRESSURIZE Hydraulic Jack to point of Original load until Locking Nuts are free. STOP PUMP. TURN Nuts UP to 1/4" (If loads vary greatly use shut-off valves to keep lift to 1/4" on light loads)
3. Keep OPEN Shut-Off Valves to appropriate Jacks to be lowered.
4. PLACE Pump Control Valve in "RETRACT" position.
5. Make certain that Locking Nuts are 1/4" distance from top of cylinder at all times during lowering.
6. SLOWLY OPEN Common Load Holding Valve to reduce pressure or to lower load at desired rate.
7. After the load has been completely lowered and all pressure is relieved (Zero reading on Gauge), load has been transferred. Fully open loadholding valve and completely retract jacks. If necessary use a lever bar to assist in closing jacks

**CAUTION: DO NOT EXTEND CYLINDER ROD PAST STROKE CAPACITY
UNDER ANY CIRCUMSTANCES.**

W.B. EQUIPMENT SERVICE CO INC.
127 OAK ST
WOOD-RIDGE, NJ 07075
201-438-7800

Re: Mechanical Rebar Splice for #4

From: Brian Farrell (brian.farrell@whitecap.com)

To: aac53079@yahoo.com

Date: Monday, February 5, 2024 at 12:18 PM EST

Armando,

I just received the cost on the rebar couplers.

#4 x 20' 60G Domestic Rebar \$7.90 /stick
#4 Rebar Coupler \$39.15 /each

Regards,

Brian Farrell

White Cap

608 N.19th Street

Tampa, Florida 33605

Cell: (813) 781-5206

Off: (813) 549-4570

E: brian.farrell@whitecap.com

Website: www.whitecap.com

Online Credit Application:

[FARRELL++BRIAN online credit application URL](#)

From: Armando Cardona <aac53079@yahoo.com>

Sent: Monday, February 5, 2024 12:12 PM

To: Brian Farrell <brian.farrell@whitecap.com>

Subject: Mechanical Rebar Splice for #4

Brian,

As discussed, please send me a quote for a Mechanical Rebar Splice for #4 rebar.

Sincerely

Armando Cardona

ECS

786-586-0597



Leviat_MBT_Datasheet.pdf

348.9kB

Amazon Hose & Rubber Co.
4105 Seaboard Rd
Orlando, FL 32808
(407)843-8190/



QUOTE

Order #	641129-00
Page #	1
Ship Point	Miami
Via	WILL CALL
Terms	COD
Taken By	Jonathan Elysee

Ship To:
COUNTER SALES - MIAMI
1001 NORTHWEST 159TH DRIVE
MIAMI GARDENS, FL 33169
(305)620-4313/

Bill To: 12964
COUNTER SALES - MIAMI
1001 NORTHWEST 159TH DRIVE
MIAMI GARDENS, FL 33169
(305)620-4313/

Entered	02/05/24
Shipped	

Contact	ARMANDO	Telephone	QD 786-586-0597
Customer P/O	ENGINEERED CONTROLLED		

Instructions	

Ln#	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Net Price UM	Price UM	Amount (Net)
1	SNEH48 NEOPRENE SHEET 1/2 THK X 48 WIDE COMM GRADE NEOPRENE 1/2" COMMERCIAL GRADE NEOPRENE ORLANDO STOCKS 60 DUROMETER (10) 12" LONG.	10		10	FT	60.80	FT	608.00

1	Lines Total	Qty Shipped Total	10	Total	608.00
				Taxes	42.56
				Invoice Total	650.56

Ship dates are subject to inventory availability at the time purchase order is received. All non-stock, special order, fabricated or assembled items are non-cancelable/non-returnable. Returns are subject to restock charges and require prior authorization. Used product is not returnable. Additional charges may apply at the time of shipment. Please note that due to factors with potential cost changes, prices are subject to change without notice. Items will be invoiced at the prices in effect at the time of shipment.

FACTORY DIRECT SUPPLY, INC.

1071 SW S. Macedo Blvd.
Port St. Lucie, FL 34983
772-878-3080

11230 Wiles Rd.
Coral Springs, FL 33076
954-755-9121

1733 Hill Ave.
West Palm Beach, FL 33407
561-408-2655

CONTRACTOR SUPPLIES • BUILDING MATERIALS • REBAR • METAL FABRICATION • TOOLS AND ACCESSORIES • FASTENERS

5
u
w

DATE _____

2-6-74

ATTENTION:

RE-Stainless plates

[illegible]

DELIVERY:

THANK YOU

5/15

Cell- 567-844-5781

Email: fds.gary@gmail.com

Work Order No. 01



SR 922 / Broad Causeway Over the Intercoastal Waterway Town of Bay Harbor Islands

Project No.: ITB-BC-158-0-2022-JC
Bridge No.: 875101
County: Miami-Dade

Town Engineer / Project Manager: Rodney Carrero-Santana, P.E.

CEI: BCC Engineering, LLC.
Contractor: Engineer Control Systems, Corp.

ENTITLEMENT ANALYSIS

FPL Exploratory & Extra Work Scope

On February 16, 2023, the CEI (BCC Engineering), Electrical Contractor (Solares Electrical Services), and representatives from Florida Power & Light (FPL) met in the field to discuss the project's work scope. After reviewing the plans and scope for the work on the east side of the bridge, FPL advised the Contractor that the new pull box needed to be installed prior to the night of the Cutover. It was discussed that installing the new pull box prior to the night of the Cutover would change the intent of the plans, as the plans identified installing the new pull box in the same footprint of the existing pull box which was going to be replaced. As such, FPL directed the Contractor to install the new pull box prior to any Cutover and even identified a

location where we could install the pull box, with the constraint that the new pull box needed to be installed closer to the east to ensure the existing cable would be able to be rerouted into the new pull box. FPL explained that the purpose to have the pull box installed prior to the Cutover was to reduce the power outage time window to the bridge operations and the Chevron gas station. All parties agreed on this approach, and the Contractor proceeded to install the 6" conduit onto the bridge as well as into the newly installed pull box. On March 16, 2023, the project Team, which included FPL, participated in a virtual meeting where the revised scope was discussed again and what would be required from the Contractor, after the installation work was completed, to initiate FPL's work schedule. FPL advised they would require pictures of the installation before they can schedule any work moving forward.

On September 27, 2023, the project team notified FPL that the casing / conduit installation work was completed and requested a work schedule for the splicing scope. FPL requested information on November 6, 2023, to ensure that new conduit was installed from the engine room to the newly set Hand Hole, and later advised that FPL would not be able to perform any work for the remainder of 2023. On November 29, 2023, the project Team, which included FPL, participated in a virtual meeting to discuss the remaining work scope of splicing and removal of the abandoned conduit and cable. At this time FPL notified that they would prefer having new conduit installed from the new pull box to the existing drop at the transformer pole. The Team advised that this preference was dependent of there being existing conduit which could be intercepted as the plans did not entail installing any conduit on the back of the new pull box. It was also discussed that FPL would search for the As-Builts for this area, which were not found, to determine if there were any existing conduits.

To allow for the work to continue, the project Team determined that the Contractor would need to perform an exploratory and install conduit from the new pull box to the point of intercepting the existing power facilities, prior to FPL performing their splices.

This Work Order is intended to compensate the Contractor for all labor, equipment, and materials required to perform an exploratory and install 6" conduit from the new pull box to the point of interception as per Specification Section 4-3.2. The Contractor is entitled to 100% of the amounts to be paid as part of this Work Order (\$32,120.00) as per the submitted Change Order Request dated December 21, 2023, and as approved by the Engineer.

The Town of bay Harbor Islands and the Contractor agree that the sum agreed to in this Work Order constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Work Order. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Work Order.

BASIS OF ESTIMATE

The Basis of Estimate used for this Work Order was the Engineer's Estimate that estimated the labor, equipment, and disposal costs required of the Contractor to perform the extra work. The manpower was estimated based on the scope of work, the labor and burden rates were estimated based on industry knowledge. The equipment was estimated based on the scope of work and Equipment Watch Blue Book Rental Rates were utilized, in addition to industry costs. Thus, the labor, material, and equipment resources required to complete the extra work were calculated in accordance with Sub article 4-3.2.1 of the Standard Specifications including applicable mark ups.

ENGINEER'S COST ESTIMATE

The Engineer's Cost Estimate for this Work Order estimated the labor, equipment, and material costs required of the Contractor to perform the extra work. The manpower was estimated based on the scope of work, the labor and burden rates were estimated based on industry knowledge. The equipment was estimated based on the scope of work and Equipment Watch Blue Book Rental Rates were utilized, in addition to industry costs. Thus, the labor, material, and equipment resources required to complete the extra work were calculated in accordance with Sub article 4-3.2.1 of the Standard Specifications including applicable mark ups.

Engineer's Estimate	=	\$34,782.57
---------------------	---	-------------

Marcello D'Andrea, P.E.
Project Administrator

CONTRACTOR'S PROPOSED QUOTE

Contractor's Proposed Costs	=	\$32,120.00
-----------------------------	---	-------------

FINAL DISPOSITION

The Town of Bay Harbor Islands agreed to pay the Contractor's submitted cost of \$32,120.00 as it was found to be less than the Engineer's Estimate.

Final Agreed Upon Cost = \$32,120.00

TOTAL WORK ORDER AMOUNT

Total Cost = \$32,120.00

ENGINEER'S ESTIMATE



Description: SR 922 / Broad Causeway Over the Intercoastal Waterway
Project #: ITB-BC-158-0-2022-JC Bridge # 875101
Point of Contact: William Garcia, P.E. / BCC Engineering, LLC / (305) 218-3737
Email Address: wgarcia@bcceng.com
Estimate Prepared By: Marcello D'andrea, P.E.
Company: BCC Engineering, LLC.
Date: 1/16/2024

CONTRACTOR: Engineering Control System

DESCRIPTION: Site exploratory and work scope for FPL extra work

A - LABOR & BURDEN:

Labor	Regular Time	Overtime	Unit	Regular Rate	Sub-Total
Foreman	24.00	-	HR	\$ 40.00	\$ 960.00
Skilled Operator	16.00	-	HR	\$ 35.00	\$ 560.00
Skilled (x2)	48.00	-	HR	\$ 35.00	\$ 1,680.00
Laborer	24.00	-	HR	\$ 30.00	\$ 720.00
LABOR & BURDEN SUBTOTAL:					\$ 3,920.00
BURDEN (44.3%)*:					\$ 1,736.56
TOTAL LABOR & BURDEN:					\$ 5,656.56

B - MATERIALS AND SUPPLY:

Material	Quantity	Unit	Cost	Sub-Total
Steel Plates	30	DY	\$ 288.90	\$ 8,667.00
Soil (20'x3.5'x5')	13	CY	\$ 50.00	\$ 650.00
MATERIALS & SUPPLY COST:				\$ 9,317.00
SALES TAX (7%):				\$ -
TOTAL MATERIAL & SUPPLY:				\$ 9,317.00

C - EQUIPMENT:

Equipment	Operating		Stand-by/Idle		Sub-Total
	FHWA Rate	Hours	Stand-by Rate	Hours	
On-Highway Light Duty Truck	\$ 39.47	24.00			\$ 947.28
On-Highway Light Duty Crew Truck	\$ 44.52	24.00			\$ 1,068.48
Dump Truck	\$ 83.25	24.00			\$ 1,998.00
Excavator	\$ 91.45	24.00			\$ 2,194.80

ENGINEER'S ESTIMATE



Description: SR 922 / Broad Causeway Over the Intercoastal Waterway
 Project #: ITB-BC-158-0-2022-JC Bridge # 875101
 Point of Contact: William Garcia, P.E. / BCC Engineering, LLC / (305) 218-3737
 Email Address: wgarcia@bcceng.com
 Estimate Prepared By: Marcello D'andrea, P.E.
 Company: BCC Engineering, LLC.
 Date: 1/16/2024

CONTRACTOR: Engineering Control System

Bobcat	\$ 84.54	24.00			\$ 2,028.96
Hydro Vacuum Truck (LS/week)	\$ 3,700.00	1.00			\$ 3,700.00

TOTAL EQUIPMENT:

\$ 11,937.52

D - INDIRECT COST, EXPENSES AND PROFIT

1	17.5% of the Sum of A, B and C above:	\$ 4,709.44
2	Contractor's Markup to Subcontractor's Work	
	Subcontractor's Cost :	\$ 31,620.52
	First \$50,000 10%	\$ 3,162.05
	Over \$50,000 5%	\$ -
		\$ 34,782.57

TOTAL INDIRECT COST, EXPENSES & PROFIT:

\$ 34,782.57

RE: BC-158 Town of Bay Harbor Islands



Arcos, Isabella <Isabella.Arcos@fpl.com>

To mdandrea; Caneja, Sabrina; Rodney CarreroSantana
Cc wgarcia; Arturo Espinosa; James Violi; Suarez, Rita

Reply

From: Arcos, Isabella <Isabella.Arcos@fpl.com>
Sent: Thursday, January 25, 2024 5:48 PM
To: Marcello D'Andrea <mdandrea@bcceng.com>; Caneja, Sabrina <Sabrina.Caneja@fpl.com>; Rodney CarreroSantana <rcarrosantana@bayharborislands-fl.gov>
Cc: William Garcia <wgarcia@bcceng.com>; Arturo Espinosa <aespinosa@bcceng.com>; James Violi <jvioli@bcceng.com>; Suarez, Rita <Rita.Suarez@fpl.com>
Subject: RE: BC-158 Town of Bay Harbor Islands

Good afternoon,

I hope this email finds you well. It was great speaking with you today.

As per our discussion, please find the breakdown of the \$161,474 invoice below. It appears that most of it was material.

- All material installed (including fiberglass conduit and Hand Hole) - \$139,862
- Cost of Cable - \$17,377
- Cost of Labor (including pulling machine equipment) - \$4,235

Please feel free to reach out to me with any questions or concerns.

Warm Regards,

Isabella Arcos
Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST.
Miami, FL 33130
Office: 305-377-8087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



Visit the [FPL Project Portal](#) by visiting the link below to manage your FPL Residential and Commercial construction projects.
Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.
Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.

Begin & Track Your Construction Project

Enter Project Portal

Report an Outage in Your Area

Tree & Vegetation Maintenance

Important Project Information

How to Schedule an Appointment

FPL's Electric Service Standards

Service Procedures, Working Equipment & More



Engineer Controls Systems, Corp.

12550 Biscayne Blvd Suite 800 North Miami FL 33181 33161
Email: fzayas@engineercontrol.com
Broward Co. CC# 00-1649 – W Florida DBPR CGC 007494

- Tel #: (305) 895-4376 - Fax #: (305) 895-0019

January 30th - 2024

Mr. Marcello D'Andrea
12444 West Atlantic Boulevard
Coral Springs FL 33071

RE: BC-158 – Cost Proposal for Exploratory Hand Digging followed by Hydro Excavation to Connect Existing FPL Conduit to New Pull Box

Dear Marcello,

Please find our Cost Proposal for Electrical Sub-Contractor to conduct exploratory hand digging to verify condition of the live FPL cable feeding the existing pullbox. This would then be followed by Hydro Excavation and Conduit Installation from new pull box to existing FPL cables connecting point.

Please note our proposal is contingent upon MOT pay items to be utilized and compensated per contract as needed.

We are also requesting that an additional 14 days be added to contract time to mitigate the impacts of this extra work.

Proposal cost breakdown.

Solares Electrical –	\$29,200.00
SUB TOTAL	\$29,200.00
Applicable Mark-up 10.00%	\$2,920.00
TOTAL	\$32,120.00

Sincerely,

Armando Cardona
Project Manager
Engineer Control Systems



November 27, 2023

Dear Contractor: ECS, Frank Zayas

RE: Hydro excavation FPL Primary Conduit 6" at Bay Harbor Bridge, CO#1A Rev 1.

We are pleased to submit the following Request for Change Order for electrical work on the above referenced project.

Scope description:

Hydro excavate about 20' and max depth of 42" to install about 20' of 6" fiber glass conduit from new bull box. Connection to existing conduit can only be done after FPL removes the existing cables. The pipe will be provided by the City. Price includes hand digging around the existing pull box to identify if a conduit exists. Site restoration included.

Exclusions:

- MOT devices.
- Permit cost

Total \$29,200.00

Note:

Work has been quoted on regular hours.

We reserve the right to claim for additional indirect cost not covered under this proposal and as allowed by the contract documents.

Sincerely,
Andres Solares,
President

10421 NW 28th Street, D105, Miami, FL 33172
Phone: 305-717-6184 * Fax: 305-715-7047
www.solareselectrical.com

Solares Electrical Services, Inc.

Date:

Owner:
Job Name: Bay Harbor

Contractor: Solares Electrical

DESCRIPTION OF WORK:

Hydro Excavation for about 20' and installation of 6" pipe to connect ot existing FPL underground pipe.

MATERIAL:					EQUIPMENT RENTAL:				
Quant.	Description	Unit	Price	Extension	days	Description	Rental Rate	Rental Extension	EOE Rate
1	Materials for site restauration	lot	\$ 2,500.00	\$2,500.00	5.0	truck	\$600.00		
1	Misc materials for 6" fiber glass	lot	\$ 400.00	\$400.00					

TOTALS			\$2,900.00				\$600.00	\$0.00	\$0.00
---------------	--	--	-------------------	--	--	--	-----------------	---------------	---------------

LABOR:									
Px	Names	Craft	Regular Hr.	Regular Rate	Burden	Regular w/Brdn	Regular Total	Overtime Hours	O.T. Rate
	First Visit for excavation and install pipe								
1	Electrician	each	24.00			\$90.00	\$2,160.00		
1	Foreman	each	24.00			\$100.00	\$2,400.00		
1	PM	each	8.00			\$125.00	\$1,000.00		
1	Super.	each	16.00			\$80.00	\$1,280.00		
	Second Visit to splice new pipe section to existing pipe and cover trench								
1	Electrician	each	16.00			\$90.00	\$1,440.00		
1	Foreman	each	16.00			\$100.00	\$1,600.00		
1	PM	each	6.00			\$125.00	\$750.00		
1	Super.	each	12.00			\$80.00	\$960.00		
TOTALS						\$11,590.00			\$0.00

Subcontractor:					SUMMARY:				
Quant.	Description	Unit	Price	Extension	MATERIAL COST: \$2,900.00				
	Hydro	1	\$8,000.00	\$8,000.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
TOTALS				\$8,000.00					

Note :

Price valid for 30 days.

Qualification: We reserve our rights to claim for additional indirect cost not covered under this proposal and as allowed by the contract documents.

SUBTOTAL MATERIAL COST:	\$2,900.00
7% TAX:	\$203.00
TOTAL MATERIAL COST:	\$3,103.00

REGULAR LABOR:	\$11,590.00
OVERTIME LABOR:	
SUBTOTAL LABOR COST:	\$11,590.00

EQUIPMENT RENTAL COST:	\$600.00
SUBCONTRACTOR COST:	\$8,000.00

SUBTOTAL:	\$23,293.00
OP	\$5,823.25

TOTAL COST RCO:	\$29,116.25
------------------------	--------------------

Acceptance (signature): _____
Print Name: _____
Title _____
Date Accepted _____

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a Resolution approving Change Order 1 to BC – 158 – Rehabilitation of Broad Causeway Bridge # 85101 contract in the amount of \$94,275.87 with BCC/Lakes Engineering Controls Systems Corp for repair of the Broad Causeway West Relief Bridge (BC – 158 – Rehabilitation of Shepard Broad Causeway Bridge # 85101) for additional Construction Inspection Services. Enclosed are the supporting documents.

DESCRIPTION:

BC – 158 – Rehabilitation of Broad Causeway Bridge # 85101 - Time Extension for the Construction Engineering Inspection Contract to BCC/Lakes Engineering due to Rehabilitation of Shepard Broad Causeway Bridge Construction Contract Time Extension. The construction bid documents estimated inspections needed for 5 months for the current Broad Causeway bridge repair project. Unfortunately, the time was underestimated due to the extent of the repairs needed at the bridge. The contract duration needs to be 11 months (approx.) instead, much longer than originally estimated. Therefore, BCC/Lakes Engineering is requesting approval of a change to extend the contract time frame to 11 months as many more inspections are still needed.

Please see attached a spreadsheet estimating the remaining manpower, and proposed fee required to provide BCC/Lakes Engineering construction engineering inspection services (CEI Services) through the end of the Shepard Broad Causeway Bridge repair project.

The expected cost for this Change Order #1 - CEI supplement to add to the BCC/Lakes Engineering Contract for additional CEI Services is \$94,275.87

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

\$1,529,000.00 has been allocated in the Fiscal Year 2023-2024 adopted budget for the Rehabilitation of Shepard Broad Causeway Bridge project No. BC-158, within the Causeway Fund in Account No. 401.5415.400063.000. The amount of \$94,275.87 is being requested for services needed by BCC/Lakes Engineering under the scope of services described above. The appropriation will be within the same line item, 401.5415.400063.000, by reallocating funds from project BC-161 West Relief Bridge, which has an adopted budget of \$2,124,000.

BUDGET IMPACT:

Submitted By: Rodney Carrero-Santana, Town Engineer
 Maria Lasday, Town Manager

ATTACHMENTS

1.	Resolution - Lakes Engineering
2.	pmanager@bcceng.com_20210923_134700 Highlighted
3.	BC-158 Broad Causeway CEI Contract Status Ch ord #1 - 020824

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH LAKES ENGINEERING FOR INSPECTION SERVICES TO THE SHEPARD BROAD CAUSEWAY BRIDGE REHABILITATION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 10, 2021, the Town Council authorized the Town to enter into an agreement with Lakes Engineering for inspection, design, pre and post-bid services, bid analysis, contractor recommendation, and Construction Inspection Services for the rehabilitation of the Shepard Broad Causeway Bridge No. 875101 Project (BC-158); and

WHEREAS, the scope of work included Construction Engineering Services during construction based on five (5) months of construction time; and

WHEREAS, construction work was later determined to be approximately 11 months, much longer than the original estimation; and

WHEREAS, Lakes Engineering submitted Change Order No. 1 in the amount of \$94,275.87 for the additional construction services; and

WHEREAS, the Town and the Consultant desire to enter into Change Order No. 1 for the performance of the additional inspection services.

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

Section 1. Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

Section 2. Approval of Change Order No. 1. The Town Council hereby approves Change Orders No. 1 in the amount of \$94,275.87 in substantially the form attached to this Resolution as Exhibit A, and in final form to be approved by the Town Attorney.

Section 3. Authorization to Execute Change Orders. The Town Council hereby authorizes and directs the Town Manager to execute, on behalf of the Town, to execute Change Order No. 1.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 21st day of February 2024.

Elizabeth Tricoche, Mayor

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

GREENSPOON MARDER LLP

TOWN ATTORNEYS

BY: Joseph S. Geller, Esq.

Douglas Armstrong

From: noreply@civicclerk.com <donotreply@civicclerk.com>
Sent: Friday, January 22, 2021 2:27 PM
To: Douglas Armstrong
Subject: CivicClerk Notification - Agenda Item Initiated

The following agenda item has been initiated.

Agenda: Regular Council Meeting - February 10, 2020

Agenda CutOff Date: 1/29/2021

Agenda CutOff Time: 5:00 PM

Agenda Item Details

Agenda Item: Consideration and approval of a Scope and Fee proposal by Lakes Engineering in the amount of \$258,000.00 to provide the Town with inspection, design, pre and post-bid services, bid analysis, contractor recommendation, and CEI services for repairs to the ICW Bridge identified in the Annual Bridge Inspection Report conducted by Marlin Engineering in January of 2020. Details are attached.

Agenda Item ID: 2021-1288

Agenda Item Category: Action Item

Department: Public Works

Sponsors:

Maria Lasday, Town Manager

[Click to View Agenda Item](#)

Total Control Panel

[Login](#)

To: darmstrong@bayharborislands-fl.gov

Message Score: 1

High (60): Pass

From: bounces+7288047-ed11-

My Spam Blocking Level: High

Medium (75): Pass

darmstrong=bayharborislands-

Low (90): Pass

fl.gov@em5364.civicclerk.com

[Block](#) this sender

[Block](#) em5364.civicclerk.com

This message was delivered because the content filter score did not exceed your filter level.



A BCC Engineering Company

January 15, 2021

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

SUBJECT: Lakes Engineering General Engineering Services Task Work Order 5 rev.
VIA email: darmstrong@bayharborislands-fl.gov
RE: Preparation of Bridge Rehabilitation Plans- Revised

Dear Mr. Armstrong:

Thank you for your consideration of our firm. We are pleased to provide this scope and fee estimate for the rehabilitation of the Broad Causeway Bridge over the Intercoastal. As discussed, Lakes Engineering, Inc. (a BCC Engineering Company), will prepare engineering plans on behalf of the Town.

The Scope is as follows: Perform a field inspection to confirm bridge elements that have undergone significant deterioration, compare findings to the latest Bridge Inspection Report and the Town's action list below, and confirm conditions pertaining to Maintenance of Traffic (MOT) needs. Preparation of final repair construction documents (bridge plans and MOT plans), quantities, cost estimates, and Specifications and CEI services for 6 months. Items Identified by the Town:

ITEM	SCOPE
Bridge Inspection Report Photo	Deficiency
306-01	Epoxy inject and secure loose section of deck joint plate.
210-02	Seal voids between footing and seal (underwater).
210-03	Repair spall inside bascule pier - exposed rebars.
8571-E01	Secure the near side submarine cable supports.
152-05	Repair hole in steel gusset plate for cross bracing.
152-07	provide missing bolts at gusset plate connection.
152-08	provide missing bolts at angle connection (similar to above).
12-02	repair concrete sidewalk at bridge approach.
12-08	attach utility pipe that is now supported by rope on spans not covered by Task Work Order 4.
12-09	repair spall on span 1 deck.
12-10	Clean and coat rebars and repair spalls along deck underside.
12-11	Clean and coat rebars and repair spalls under deck random.
301-01 thru 03	Repair damaged joint seal and adjacent spalls on headers.
8290-02 and 03	Fill undermined areas beneath footing of bascule piers.
310-03	Provide one anchor bolt at pier 28.
333-01	Repair delamination on south railing.

January 15, 2021

Douglas P. Armstrong
Page 2 of 2

ITEM	SCOPE
8560-M01-	Locks
8560-M03-	Locks

Any additional deficiencies observed during the BCC field review will be coordinated with the Town on a case by case basis. Project Limits: The project involves "bridge proper" improvements extending to include the limits of the bridge approach slabs.

EXCLUSIONS and LIMITATIONS

Exclusions

The scope of work does not include:

- Load rating of the existing structure.
- Performing traffic counts.

Limitations

* Environmental FEE below is an estimate depending on the disposition from permitting agencies and may require more fees.

** The Scope of Work Includes Construction Engineering Services During Construction. CEI Services are based on five (5) months of Construction time.

FEES

Design Plans and Specs	\$ 84,000.00	LUMP SUM
Post Design Services	\$24,000.00	COST PLUS
Environmental Services	\$ 20,000.00 *	COST PLUS
CEI Services	\$ 130,000.00 **	COST PLUS

Total Funds to be encumbered are \$258,000.00

Should you have any questions, please do not hesitate in contacting me.

Sincerely,

LAKES ENGINEERING, INC.

APPROVED:
2/11/21
Douglas P. Armstrong
Public Works Director

Eugenio L Ochoa

Eugenio L Ochoa

2021.01.15 14:58:43 -05'00

Eugenio L. Ochoa, P.E.
President

[https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas Armstrong Task Work Order 5 Bridge Repair Services0.22.20.docx](https://bcceng-my.sharepoint.com/personal/eochoa_bcceng_com/Documents/Pursuits/Douglas%20Armstrong%20Task%20Work%20Order%205%20Bridge%20Repair%20Services0.22.20.docx)

Exhibit A -- Summary of Tasks and Hourly Rates

PROJECT NAME:		CEI Services for Broad Causeway over the Intercoastal							
CLIENT:		Town of Bay Harbor Islands							
ADDRESS:									
DATE:		5/15/2023							
PROJECT LOCATION:		Bay Harbor Island, Miami Dade County, Florida							
TASK		PRINCIPAL	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR ROADWAY INSPECTOR	ROADWAY INSPECTOR	ADMIN. ASSISTANT / CLERICAL		SUBTOTAL
LOADED HOURLY RATE		\$0.00	\$255.00	\$146.43	\$96.25	\$0.00	\$0.00	\$0.00	
DESIGN									
PHASE I - PRELIMINARY AND SCHEMATIC DESIGN / DATA COLLECTION									
Prep Survey Scope									\$0.00
Review survey for sufficiency									\$0.00
Prep Design Concept									\$0.00
Prep Project Timetable									\$0.00
Meet with County Public Works Department									\$0.00
Meet with City of Miami									\$0.00
Prep Statement of Probable Construction Cost									\$0.00
Utility Request									\$0.00
Phase I Subtotal		0	0	0	0	0			\$0.00
PHASE II - DESIGN DEVELOPMENT									
Prep Key Sheet									\$0.00
Prep General notes									\$0.00
Prep Site Aerial									\$0.00
Prep Site plan									\$0.00
Prep Demolition Plan									\$0.00
Prep New Construction Plan									\$0.00
Prep Grading Plan									\$0.00
Prep Erosion and Sedimentation Control Plan									\$0.00
Prep General Details									\$0.00
Prep Structural Calculations									\$0.00
Prep Structural Plan and Notes									\$0.00
Electrical Plans									\$0.00
Update Statement of Probable Construction Cost									\$0.00
Coordinate with MEP									\$0.00
QC Plans									\$0.00
Meet with City of Miami									\$0.00
Phase II Subtotal		0	0	0	0	0			\$0.00
PHASE III - FINAL DESIGN / CONSTRUCTION DOCUMENTS									
Make Revisions to Plans									\$0.00
Coordinate w MEP									\$0.00
Meet with City of Miami									\$0.00
Update Statement of Probable Construction Cost									\$0.00
QC Plans									\$0.00
Bid Form									\$0.00
Specifications									\$0.00
PERMITTING									
Miami-Dade PW Dept									\$0.00
DERM									\$0.00
MDWASD									\$0.00
City of Miami									\$0.00
Fire Dept									\$0.00
Health Dept									\$0.00
Phase III Subtotal		0	0	0	0	0			\$0.00
TOTAL DESIGN PHASE		0	0	0	0	0	0	0	\$0.00
POST DESIGN									

PHASE IV - BIDDING AND NEGOTIATION PHASE								
Respond to questions related to design								\$0.00
Addenda to clarify, correct or change bid docs								\$0.00
Qualification Criteria								\$0.00
Phase IV Subtotal	0	0	0	0	0			\$0.00
PHASE V - ADMINISTRATION OF CONSTRUCTION CONTRACT								
Pre-construction Preparation and Meeting	11							\$2,805.00
Inspections			1,905					\$183,356.25
Inspection Report								\$0.00
Progress Meetings								\$0.00
Payment Certificate								\$0.00
Shop Drawing Review								\$0.00
Address RFI's								\$0.00
Change Order review								\$0.00
Preliminary Punch List								\$0.00
Final Punch List								\$0.00
Construction Oversight			226					\$33,093.18
Phase V Subtotal	0	11	226	1,905	0			\$219,254.43
PHASE VI - POST CONSTRUCTION ADMINISTRATION								
Written Manual								\$0.00
Record Drawings								\$0.00
Inspection before warranty expiration								\$0.00
Close-out Documents			8	40				\$5,021.44
Phase VI Subtotal	0	0	8	40	0			\$5,021.44
TOTAL POST DESIGN PHASE	0	11	234	1,945	0	0	0	\$224,275.87
ALLOWANCE								
Reimbursables								
Survey								
Permit Fees								
Allowance Subtotal	0	0	0	0	0			\$0.00
TOTAL	0	11	234	1,945	0	0	0	\$224,275.87

Start of Construction = 2/28/2023
Contract Time = 322
Completion Date = 1/15/2024

	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR INSPECTOR
Invoice 222631 - Hours Billed Through 2/24/2023 =	11	23	8
Invoice 222790 - Hours Billed Through 3/24/2023 =	0	39	150
Invoice 223240 - Hours Billed Through 4/28/2023 =	0	16	267
Total =	11	78	425

Estimated Remaining Weeks Through Final Completion =	37	37	37	weeks
Estimated Hours Per Week =	0	4	40	hours
Estimated Remaining Hours Through Final Completion =	0	148	1480	hours
Estimated Total Hours Through Final Completion =	11	226	1905	hours

Estimated Total Cost = \$224,275.87

TWO 5 CEI Budget (Bridge Rehab Plans) = \$130,000.00

Shortfall = \$94,275.87

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 10.

ITEM: Consideration and Approval of Resolution awarding a competitively bid contract to Kearns Construction Company, the lowest responsible, responsive bidder, in the amount of \$363,400.00, pursuant to RFP No. 5-1015-PW-0-2023/FVR-BHI Artificial Reef - Marine Park Construction, in accordance with Section 2-1.1 of the Procurement Ordinance; and approving Budget Amendment No. 1 for \$113,400.00 for the additional cost of the project. Enclosed are the supporting documents.

DESCRIPTION:

On January 8, 2024, the Town issued an RFP to solicit competitive proposals for a highly qualified, experienced, and licensed to firms for the design, permitting, construction, testing of an Artificial 3D Printed Reef in accordance with the terms, conditions, and specifications for the project.

The intent of the project is for the development of two artificial reef sites in the vicinity of the Town with the scale or footprint of approximately 15-20 structures to provide a combination of biological and artistic for an artificial coral reef deployment project. The scope of work for this project will include design, permitting and construction, construction management services, as well as inspection, construction certification.

The Firm shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

This project aims to develop two distinct sites: A) comprising roughly of 20 structures, including 5 sculptures, and B) featuring around 6 structures, with 2 sculptures. These structures serve the dual purpose of providing both biological enhancement and artistic appeal for an artificial coral reef deployment initiative. Their design will offer habitat for marine life while also presenting an ecotourism opportunity to benefit the local community. Additionally, future considerations may involve incorporating restoration elements such as coral, oyster, or mangrove. Accessibility for residents is a key consideration in the development of these sites.

The timeline of the solicitation process includes the following:

- January 8, 2024 – Request for Proposals RFP No. -5-1015-PW-0-2023/FVR was issued to solicit competitive proposals for a highly qualified, experienced, and licensed firm.
- January 31, 2024 – The RFP closed with two (2) firms submitting proposals: Kearns Construction Company and P & L Towing and Transportation, Inc.

- The Evaluation Committee met on February 9, 2024 and heard presentations from the proposers. Proposers were then evaluated and ranked by the committee. Kearns Construction Company met all the specifications of the solicitation and has been deemed the most responsive, responsible, and highest ranked proposal.

The firms were ranked based on the evaluation criteria shown in the table below.

Qualifications of the Firm	25%
Firm size, age, and organizational structure.	10%
Firm's experience with projects that are similar	35%
Proposal price or fees for services	30%
TOTAL	100%

VENDOR	RANK
Kearns Construction Company	1
P & L Towing and Transportation, Inc	2

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Two hundred and fifty thousand dollars (\$250,000.00) have been allocated in the FY 2023-2024 Budget under Account No. 301.5720.400063 for the construction of the Artificial Reef - Marine Park. The selected proposal has a bid amount of \$363,400 total amount; therefore, a budget amendment is required to transfer the balance of \$113,400.00 from contingency Account No. 301.9990.400199.000 which has a budget amount of \$450,000.00 and will net a balance \$336,600.00.

BUDGET IMPACT:

Submitted By: Rodney Carrero-Santana, Town Engineer
Maria Lasday, Town Manager

ATTACHMENTS

1.	2-16-2024 Resolution-Kearns-BHI Artificial Reef-Budget Amendment No. 1
----	--

2.	BHI Artificial Reef - KCC 2024.01.31
3.	P and L Bay Harbor Reef 01-30-2024_11-51-06-558
4.	Budget Amendment Form-Capital Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDING A COMPETITIVELY BID CONTRACT TO KEARNS CONSTRUCTION COMPANY, PURSUANT TO RFP NO. -5-1015-PW-0-2023/FVR BHI ARTIFICIAL REEF – MARINE PARK CONSTRUCTION; APPROVING BUDGET AMENDMENT NO. 1 TO FISCAL YEAR 2023/2024 BUDGET PROVIDING THE BALANCE OF FUNDS FOR THE PROJECT; PROVIDING INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 8, 2024 the Town issued RFP No. No. -5-1015-PW-0-2023/FVR soliciting competitive bids for a highly, qualified, experienced, and licensed firm to construct the Artificial Reef Marine Park; and

WHEREAS, the bids closed on January 31, 2024, and Kearns Construction Company and P&L Towing and Transportation, Inc. submitted proposals; and

WHEREAS, an Evaluation Committee met on February 9, 2024, and reviewed the proposals and recommended the contract be awarded to Kearns Construction Company, the Number 1 Ranked Firm, who met all the specifications of the solicitation and was deemed the most responsive and responsible bidder in accordance with Section 2-1.6 of the Town Code; and

WHEREAS, the cost to construct the artificial reef is \$363,400; and

WHEREAS, \$250,000 was appropriated in the FY 2023-2024 Budget for this expenditure; and

WHEREAS, a budget amendment is required to transfer the balance of \$113,400.00 from Contingency Account No. 301.9990.400199.000, which has a budget amount of \$450,000.00.

NOW, THEREFORE, BE IT ORDAINED 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. Award of Contract. The Town Council hereby awards the contract for RFP No. No. -5-1015-PW-0-2023/FVR for BHI Artificial Reef Marine Park Construction to Kearns Construction Company in the amount of \$363,400.00, pursuant to the Scope of Work outlined in the RFP solicitation.

Section 3. Approval of Budget Amendment No. 1. The Town Council approves an amendment to the 2023/2024 Fiscal Year Budget to transfer \$113,400.00 the balance for the cost of BHI Artificial Reef – Marine Park Construction.

Section 4. 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 5. 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 6. Effective Date. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED and adopted this 21st day of February 2024.

By: _____
Elizabeth Tricoche, Mayor

ATTEST:

Yvonne P. Hamilton,
Town Clerk

APPROVED AS TO FORM:

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

KEARNS

CONSTRUCTION CO • CGC 060194

Town of Bay Harbor Islands

Clerk's Office

9665 Bay Harbor Terrace

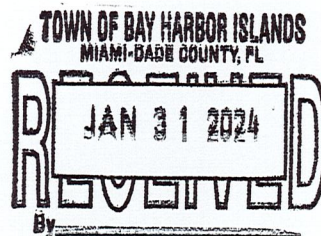
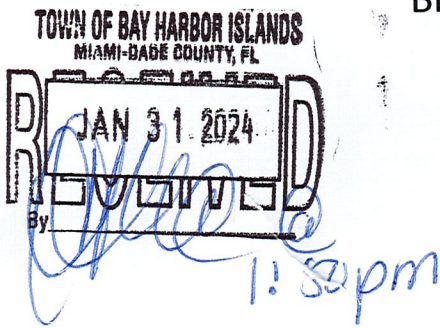
Town of Bay Harbor Islands, FL 33154

Artificial 3D Printed Reef – Marine Park

RFP-5-1015-PW-0-2024/FVR

Bid Due Date: January 31, 2024 @ 3:00 PM EST

Bid Documents Enclosed



2550 S. BAYSHORE DRIVE, suite 206B • MIAMI, FLORIDA 33133 • TEL: 305-461-0310 • FAX: 305-461-1892
www.kearnsconstruction.com

TOWN OF BAY HARBOR ISLANDS

Artificial Reef Marine Park

RFP-5-1015-PW-0-2024/FVR

Contents

Executive Summary.....	2
Experience and Qualifications.....	4
Experience and Firm Size	4
Past Projects.....	5
Sustainable Business Practices.....	9
Licenses, Certificates, Registrations, Permits, and Insurance	10
General Contractor License.....	11
Certificate of Insurance	12
Miami-Dade Local Business Tax Receipt	16
City of Miami Business Tax Receipt.....	17
City of Miami Certificate of Use	18
Personnel Qualifications	19
Specific Licenses and Requirements for Florida.....	27
Approach to Scope of Work	28
References.....	32
Subcontractors	33
Required Forms	36
Proposal Certification.....	37
Cost Proposal	38
Non-Collusion Statement.....	40
Anti-Kick Back Affidavit	41
E-Verify Affirmation Statement	42
Dispute Disclosure Form	43
Foreign Entity Affidavit.....	44
Sample Insurance Certificate	46
W-9 for Proposing Firm	50
Active Status Page from Division of Corporations – Sunbiz.org.....	51
Acknowledgement of Addendums.....	54
Addendum 1.....	55
Addendum 2.....	56
Addendum 3.....	57

KEARNS

CONSTRUCTION CO • CGC 060194

January 31, 2024

Fausto Vargas Reyes, Procurement Officer
Procurement Department
Town of Bay Harbor Islands
9665 Bay Harbor Terrace,
Town of Bay Harbor Islands, FL 33154

Subject: Artificial Reef Marine Park

Dear Mr. Vargas Reyes:

Kearns Construction Company is pleased to submit this comprehensive proposal for the Artificial Reef Marine Park. As one of Florida's most respected marine contractors, Kearns Construction possesses the technical expertise, modern equipment and skilled personnel needed to install artificial reefs and to effectively comply with all requirements of this procurement.

Kearns Construction, a Florida corporation founded in February 2001 as an S-Corporation, has more than 22 years' experience as a state-certified licensed general contractor. The company's main office is in the Coconut Grove community of the City of Miami: 2550 S. Bayshore Dr., Suite 206B, Miami, FL 33133. Our telephone number is (305) 461-0310 and our facsimile number is (305) 461-1892. The company's primary executive responsible for this project is John Kearns, chief financial officer and owner; his cell number is (305) 975-8878 and his email address is JKearns@KearnsConstruction.com. Our corporate website is www.KearnsConstruction.com.

The company's two other principals are Charles S. Kearns, president, and majority owner and James B. Sullivan, Jr., chief operating officer and owner. The company employs approximately 35 crew members, including crane operators, carpenters and a fully equipped, OSHA- compliant commercial dive team. Kearns Construction today owns and operates six fully equipped barges, two spudded deck barges, eight cranes and three push boats. The spudded deck barges are equipped with excavators with hydraulic grapples. In addition, Kearns Construction has \$150 million aggregate of bonding capacity.

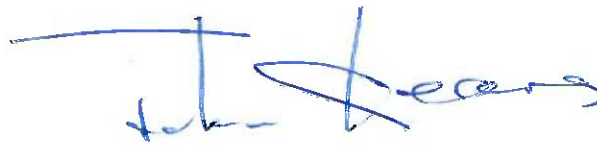
Kearns Construction is uniquely qualified for this project. We own and operate the marine equipment needed to complete this project. The company is comprised of licensed crane operators, certified commercial divers, trained riggers and pile drivers, and skilled carpenters and laborers.

Emphasis on jobsite safety, to protect the public as well as our employees, is a core principle. Kearns Construction has one of the best safety records in the marine construction industry, nationwide, as evidenced by our insurance experience modification rate. We will not compromise or cut corners regarding the safety of our operations. This strong safety record has been achieved through full-time on-site project supervision by one of the three co-owners of Kearns Construction. If awarded this project, Brock Sullivan will supervise all jobsite activities.

Finally, Kearns Construction consistently outperforms and overachieves. All of our projects have been completed on schedule without having to pay liquidated damages. Moreover, Kearns Construction has never been sued by a client. Kearns Construction has never had a project lien by a vendor, subcontractor, or material supplier. Approximately 90% of our business is with repeat customers or from referrals. Simply stated, Kearns Construction honors its commitments and always delivers a superior product.

Thank you for your consideration of our proposal. We very much appreciate this opportunity to do important work in your city. Should you or your staff require any additional information, please contact the undersigned regarding this solicitation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John Kearns", with a long horizontal line extending to the left.

John Kearns

Chief Financial Officer

Experience and Qualifications

Experience and Firm Size

Kearns Construction Company is a local, mid-sized marine construction firm. We have approximately 35-40 employees, of which 10% are administrative staff. The vast majority of our workforce is out in the field providing construction services. The project manager for this project will be John Kearns, CFO of Kearns Construction. He has been the project manager for all major jobs performed by Kearns Construction, including reef ball deployments and other environmental-related projects. In addition, James "Brock" Sullivan will be the jobsite superintendent for this work. Mr. Sullivan has been with the company since its inception in 2001, supervising construction projects. In addition, Kearns Construction employs two support staff members that assist both John Kearns and Brock Sullivan throughout the lifetime of the project in all administrative aspects. This project requires a commercial dive team to install the reef modules in the water. Kearns Construction has an in-house OSHA commercial dive team. Our lead commercial diver, Randall Ferret, has been working for Kearns Construction since 2011. He and his team have performed numerous commercial dives, including those for the installation of reef balls. We have five certified crane operators and two tugboat captains available to run the equipment for this project as well. In summary, Kearns Construction is well staffed to handle the needs of this project.

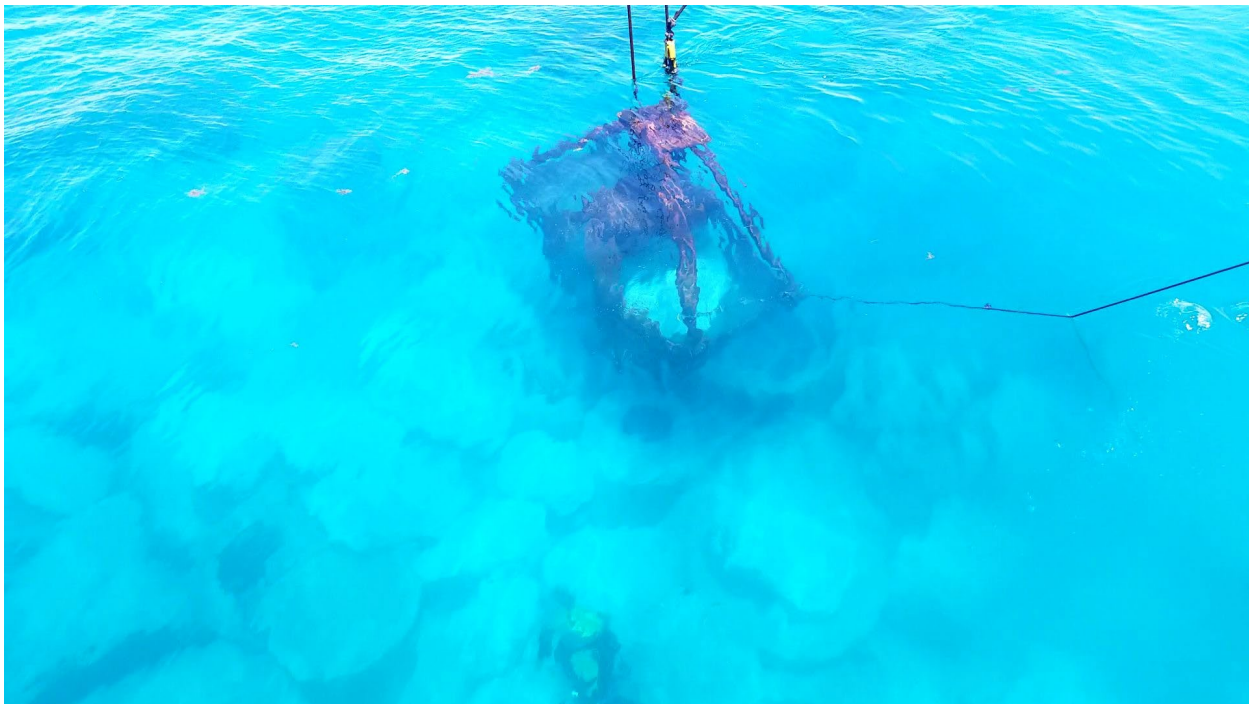
Past Projects

1. Bug Light Mitigation Offshore Reef Construction

This project was awarded to Kearns Construction Company by Miami-Dade County's Division of Environmental Resource Management. The scope of the project included the construction of an artificial reef utilizing approximately 146 tons of concrete and approximately 150 tons of lime rock boulders at the Bug Light Shoal Artificial Reef Site.

Year the project was completed: 2019

Total cost of the project: \$49,800



Images above show the placement of limerock boulders on the ocean floor using a crane barge with grapple.

Images below show commercial diver unstrapping the large concrete units on the ocean floor.

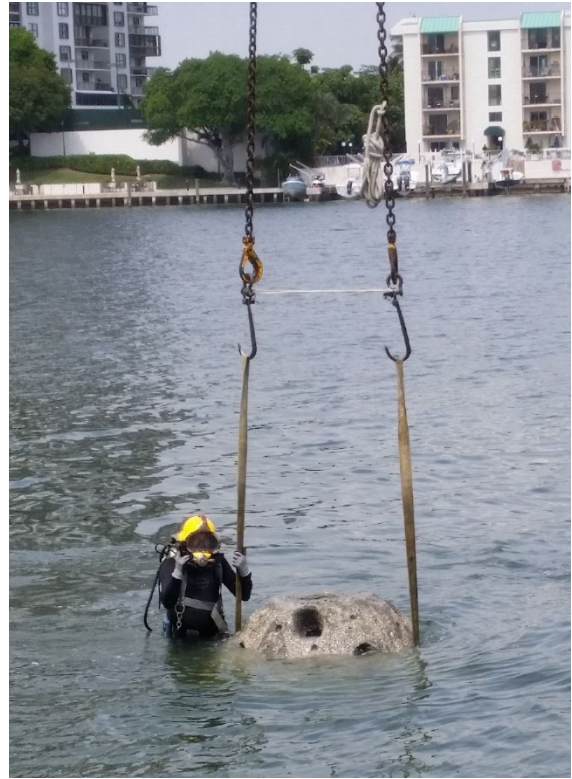


2. Island Gardens Mega Yacht Marina Mitigation - Sand & Reef Ball Deployment

The Flagstone Property Group hired Kearns Construction to perform the marine mitigation for the newly constructed Island Garden Mega Yacht Marina. This included the deployment of sand and 2,383 concrete reef balls.

Year the project was completed: 2016

Total cost of the project: \$2,800,000



3. PortMiami Reef Ball Marine Mitigation
Year the project was completed: 2014
Total cost of the project: \$1,800,000



Sustainable Business Practices

Kearns Construction Company is Florida's leading derelict vessel removal contractor. With its seven barges and eight cranes we are able to select the right tool to reduce and minimize environmental impacts. Many of the derelict vessels sunk in shallow waters. In its fleet, Kearns Construction Company has shallow draft barges. We are able to remove and dispose of the derelict vessels, minimizing the impacts to the environmental resources. In addition, the boats are stripped of the metals (lead, aluminum, copper steel and stainless steel and sent to the recycle center. The derelict vessel debris is sent to a Class I lined landfill. The fuel and fluids are pumped out and held in fuel reservoir. The fuels and fluids are sent to licensed disposal facility.

Kearns Construction Company has performed several additions to existing artificial reefs in Miami Dade County utilizing recycled concrete we have removed from Marinas during construction. One recent example of this type of environmentally sustainable work is Fisher Island. In this particular marina project, we were able to donate several cubic yards of material to the City for artificial reefs. Other marinas we performed services like these include but are not limited to Monty's on the Grove and Dinner Key Marina.

In addition to using recycled material as add-ons to existing artificial reefs, Kearns Construction Company engages in other environmentally conscious practices. At Key Biscayne Yacht Club, for example, we added old dock material to an existing breakwater to enhance its storm resistance. Furthermore, Kearns Construction Company also recycles replaced pilings whenever possible. Old CCA piles are used by Miami-Dade County Parks and our old greenheart piles are sent to a lumber mill for recycling. Lastly, we have donated crane-barge time to assist in the Dinner Key Marina Spoil Island Clean-up.

Kearns Construction Company deploys turbidity curtains and has watches for manatees. Kearns Construction Company follows all environmental guidelines. We have never been fined or cited for an environmental infraction. In summary, Kearns Construction Company follows sustainable business practices.

Licenses, Certificates, Registrations, Permits, and Insurance



Ron DeSantis, Governor

Melanie S. Griffin, 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

KEARNS, CHARLES SWANSON

KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133

LICENSE NUMBER: CGC060194

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC /CL 5100 Poplar Avenue, #1200 Memphis, TN 38137 901 766-5990	CONTACT NAME: Bethany Linton PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Bethany.Linton@usi.com														
INSURED KEARNS CONSTRUCTION COMPANY, INC 2550 S BAYSHORE DR STE 206B Coconut Grove, FL 33133 Florida DBPR LICENSE # CGC060194	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : New York Marine and General Ins Co</td> <td>16608</td> </tr> <tr> <td>INSURER B : StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D : Safe Harbor Pollution Insurance</td> <td>NONAIC</td> </tr> <tr> <td>INSURER E : National Indemnity Company</td> <td>20087</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New York Marine and General Ins Co	16608	INSURER B : StarNet Insurance Company	40045	INSURER C : Nautilus Insurance Company	17370	INSURER D : Safe Harbor Pollution Insurance	NONAIC	INSURER E : National Indemnity Company	20087	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : New York Marine and General Ins Co	16608														
INSURER B : StarNet Insurance Company	40045														
INSURER C : Nautilus Insurance Company	17370														
INSURER D : Safe Harbor Pollution Insurance	NONAIC														
INSURER E : National Indemnity Company	20087														
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine GL ☒ Hull & P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	ML202300002452	03/29/2023	03/29/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	74APB006301	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$25,000	X	X	ML202300002453 NY24LIAZ0F84G01	03/29/2023 03/29/2023	03/29/2024 03/29/2024	EACH OCCURRENCE \$See Descrip AGGREGATE \$of Operations TOTAL \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	KEY0146941	03/29/2023	03/29/2024	☒ 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
C	Contractor Pollut	X	X	CPL202668315	07/10/2023	07/10/2024	See Description of Operations for Coverages
D	Vessel Pollution	X	X	V1499423	09/20/2023	03/29/2024	
A	Hull P&I	X	X	ML202300002452	03/29/2023	03/29/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where indicated below and as outlined in the policy forms. Additional Insured status is not applicable to Workers' Compensation.

As respects Marine General Liability:

- Additional Insured - Owners, Lesees or Contractors - w/ Completed
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

DESCRIPTIONS (Continued from Page 1)

Operations - when required by written contract

- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorization - when required by written contract
- Additional Insured - when required by written contract
- Waiver of Subrogation - when required by written contract
- Primary Non Contributory - when required by written contract
- Diving operations by Named Insured Employees are included up to 45ft
- Railroad Protective Liability Extension Clause
- Rigger's Legal Liability
- XCU Included
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects Automobile Liability:

- Additional Insured - when scheduled only
- Waiver of Subrogation - when scheduled only

As respects Workers' Compensation:

- Statutory and United States Longshore and Harbor Workers' Compensation Act Coverage
- Waiver of Subrogation - when required by written contract
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects Protection & Indemnity & Hull:

- Protection & Indemnity - \$1,000,000 CSL Per Occurrence
- Maritime Employer Liability - \$1,000,000 CSL Per Occurrence
- Blanket Loss Payee - when required by written contract
- Blanket Waiver of Subrogation - when required by written contract
- Automatic Vessel/Equipment Acquisition Clauses - OM DS 01 1120
- Bareboat Charter Clause
- Non-Owned Vessel - MEL Extension Clause
- Jones Act coverage provided. No stated number of Crew Limitation.
- XCU Included
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects 1st Layer Bumbershoot (5x1):

- Quota Share - 50% Lead New York & Marine, followed by 50% Continental/US Specialty Ins Co
- Blanket Additional Insured (Follow Form) - M-4B
- Blanket Waiver of Subrogation (Follow Form) - M-5B
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment
- 5,000,000 Limit over GL, P&I, MEL, Auto, EL

With respects 2nd Layer Bumbershoot (5x6):

- Carrier Navigators Insurance Company,
- Policy #: NY24LIAZ0F84G01
- Eff Date: 02/01/2024, Exp Date: 03/29/2024
- 5,000,000 Limit over 1st Layer Bumbershoot, GL, P&I, MEL, Auto, EL

(TOTAL EXCESS LIMIT AVAILABLE \$10,000,000)

With respect to Vessel Pollution - V1499422 - 9/20/2023-3/29/2024:

- Blanket Additional Insured when required by written contract

With respect to Contractors' Pollution - CPL202668315 - 7/10/2023-2024:

- Blanket Additional Insured Including Primary Non Contributory and Completed Ops when required by written contract
- Waiver of Subrogation when required by written contract
- General Aggregate - \$2,000,000

DESCRIPTIONS (Continued from Page 1)

-Contractors Pollution Occurrence - Each Pollution Condition - \$2,000,000

-Each Pollution Condition - Retention \$5,000

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

The Town of Bay Harbor Islands, a Florida municipal corporation, its officials, employees, and volunteers, are additional insureds with a waiver of subrogation with respect to liability arising out of activities performed by or on behalf of the contractor, with respects to the General Liability as their interest may appear when required by written contract. 30 Day Notice of Cancellation.

Town of Bay Harbor Islands
Artificial Reef Marine Park
RFP-5-1015-PW-0-2024/FVR

This page has been left blank intentionally.

002130

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5342050

BUSINESS NAME/LOCATION

KEARNS CONSTRUCTION COMPANY
2550 SOUTH BAYSHORE DR STE 206 B
MIAMI FL 33133

RECEIPT NO.

RENEWAL
4363131

EXPIRES

SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

KEARNS CONSTRUCTION COMPANY
C/O JOHN KEARNS

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC060194

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/17/2023
CHECK21-23-039906

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CITY OF MIAMI BUSINESS TAX RECEIPT

FY 23- 24

ISSUED:

Oct 01, 2023

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME: KEARNS CONSTRUCTION COMPANY

DBA:

BTR HOLDER NAME: KEARNS CONSTRUCTION COMPANY

BUSINESS ADDRESS: 2550 S BAYSHORE DR 206B

EXPIRES: Effective Year Oct. 1 2023 Thru Sep. 30 2024

ACCOUNT NUMBER: 161203

RECEIPT NUMBER: 185372

COMMENTS: ADMINISTRATIVE OFFICE

RESTRICTIONS:

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com



CITY OF MIAMI
CERTIFICATE OF USE
FIRE SAFETY PERMIT

FY 23- 24

ISSUED:
Nov 30 2018

BUSINESS NAME: KEARNS CONSTRUCTION COMPANY

DBA:

BUSINESS ADDRESS: 2550 S BAYSHORE DR 206B

EXPIRES: 2024-09-30

ACCOUNT NUMBER: 161203

CERTIFICATE NUMBER: 1811002613

COMMENTS:

RESTRICTIONS:

APPROVED USE(S):

CU06 -General Commercial - Office



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

JOHN W. KEARNS, PROJECT MANAGER

EDUCATION

Bachelor of Science Degree in Building Construction from the University of Florida

RELEVANT EXPERIENCE

John Kearns has been with Kearns Construction Company since 2001. The following is a list of some of the major marine construction project he has worked on:

- Project Manager for Design-Build Dinner Key Marina Restoration Project – Rebuilding a 583-slip marina. Contract Amount: \$24,000,000. Completed in 2021.
- Project Manager for the DERM Bug Light Mitigation Offshore Reef Construction – Artificial reef construction utilizing approximately 146 tons of concrete and approximately 150 tons of lime rock boulders at the Bug Light Shoal Artificial Reef site. Contract Amount \$49,800.00. Completed in 2019.
- Project Manager for Monty’s in the Grove Marina – Replacement of the entire marina. Contract Amount: \$6,500,000. Completed in 2019.
- Project Manager for Ocean Key Sunset Pier – Reconstruction of existing 200LF wood pier including the installation of concrete piles. Contract Amount: \$1,500,000. Completed in 2018.
- Project Manager for the Key Biscayne Yacht Club Project. Scope included the removal and replacement of the North Dock, installation of sheet pile seawall, dredging, and installation of floating docks. Contract Amount: \$2,100,000. Completed in 2017.
- Project Manager for the Island Gardens Mega Yacht Marina Mitigation – Deployment of sand and a total of 2,383 concrete reef balls. Contract Amount: \$2,800,000. Completed in 2016.
- Project Manager for Marina Palms – New 116-slip marina and sheet pile seawall with floating docks and fixed docks. Contract Amount: \$7,200,000. Completed in 2015.
- Project Manager for the PortMiami Reef Ball Mitigation. Contract Amount: \$1,800,000. Completed in 2014.
- Project Manager for the Port of Miami Tunnel – Excavation and Tremie Pour. Contract Amount: \$3,000,000. Completed in 2012.

CERTIFICATES/LICENSES

State of Florida General Contractor’s License (CGC 059203)

JAMES “BROCK” SULLIVAN, SUPERINTENDENT

RELEVANT EXPERIENCE

Kearns Construction Company	Miami, FL	2001 - Present
• Dinner Key Marina • Monty’s in the Grove (new concrete dock & dredging) • Marina Palms (new 116-slip marina with fixed and floating docks) • National Parks Service / Elliot Key – Remove and replace 40-slip Marina fixed and concrete floating docks • Key Biscayne Yacht Club (Mediterranean docks and Boat Ramp Docks) • Key Biscayne Yacht Club (north dock – 35 slips, floating docks, dredge and breakwater) • Remove and Replace seawalls for the City of Miami Beach (Lincoln Road and Sunset Island) • Artificial Reef for PortMiami Deep Dredge (1,873 reef balls) • Artificial Reef for Flagstones Deep Water Mega Yacht Marina (2,383 reef balls) • Coral Reef Yacht Club – Dredge • Coral Reef Yacht Club – Finger Piers • Rickenbacker Marina (800 LF sheet pile wall, Bridge for boat launch, New docks @ 200 slip marina. • City of Miami Mooring Pile Replacement (2005 – 2016 = 1,500 mooring piles) • Miami-Dade County Mooring Pile Replacement (2005 – 2016 = 500 mooring piles)		

CERTIFICATE/LICENSES

CIC Certified Crane Operator

Certificate of Training: Basic Rigger and Signal Person

RANDALL FERRET, COMMERCIAL DIVE SUPERVISOR

EDUCATION

Divers Academy International, Erial, New Jersey

EXPERIENCE

Kearns Construction	Miami, FL	2011-Present
• 1005 Mariner Drive Seawall & Dock, Superintendent 2022 • Watson Island Marine Debris & Derelict Vessel Removal, Crane Operator 2022 • Fisher Island Beach Buoys, Commercial Diver 2021 • MiaMarina Pier 5 Improvements, Superintendent 2021 • Maurice Gibb Floating Dock, City of Miami Beach, Superintendent 2021 • Dinner Key Marina, Crane Operator & Commercial Diver 2019-2021 • PCL Flagler Bridge Demolition, Superintendent 2018 • Half Shell Raw Bar Seawall, Key West, Commercial Diver 2017 • Venetian Causeway Bridge Demolition Project, Commercial Diving Supervisor 2016 • Island Gardens Artificial Reef Project, Commercial Diving Supervisor 2016 • PortMiami Tunnel, Commercial Diver 2011		

CERTIFICATES/LICENSES

- Association of Commercial Diving Educators Certificate of Proficiency 1998
- CDL-A, Exp. 2029
- CIC Certified Crane Operator, Exp. 03/06/2024



YEARS OF EXPERIENCE

• 9

EDUCATION

- MSc Ocean Engineering, University of Miami
- BSc Civil Engineering, University of Miami

LICENSES

- Florida PE No. 90872
- Puerto Rico PE No. 28385

CERTIFICATIONS

- Waterfront Edge Design Guidelines Associate
- Envision Sustainability Professional
- Federal Aviation Administration Remote Pilot
- Certified Flood Plain Manager

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Coastal, Oceans, Ports, and Rivers Institute (COPRI), ASCE – South Florida Co-Chair
- Society of Hispanic Professional Engineers
- Urban Land Institute SE Florida/Caribbean

Leonard is a coastal engineer with experience in the planning, engineering analysis, and design of coastal and waterfront development projects in Florida, the Caribbean, and Central America. His experience, ranging from project inception to construction, includes field investigations, structural design, inspections, feasibility studies, cost estimates, comprehensive coastal engineering analyses, numerical modeling, structural design, construction drawings, technical specifications, and construction management. He has also conducted beach nourishment projects throughout Miami-Dade County and developed numerical models for coastal processes and floodplain modification studies.

RELEVANT PROJECT EXPERIENCE

Town of Bay Harbor Islands Resiliency and Seawall Condition Assessment, Bay Harbor Islands, Florida. Shoreline assessment and island resiliency study for the entire Town of Bay Harbor Islands. The shoreline assessment included 20,000 feet of shoreline, including seawalls, rock revetment, residential areas, bridges, and they causeway that connects the town to the mainland. LiDAR survey data was processed to provide 3D elevation map, and an analysis of the water levels to predict sea level rise, along with tidal data analysis.

Dinner Key Marina, Miami, Florida. Structural engineering design of repairs and replacement of sections of the largest marina in the Southeastern United States. The design included the replacement of pre-cast beams, timber docks, timber mooring piles, new composite grating, and cross-bracing for timber elements.

Matheson Hammock Park Sea Level Rise Flood Mitigation Study, Coral Gables, Florida. Assisted in preparing a Sea Level Rise Flood Mitigation Study to analyze the impacts of sea level rise on the park's infrastructure and operations, as well as develop flood mitigation concepts for planning and budgeting. Compiled existing survey data within the Park and LiDAR data for the area to prepare a general topographic map for the Park; assessed the condition of existing infrastructure to understand conditions, remaining service life and adaption feasibility relative to sea level rise; performed an assessment of the environmental conditions on site to generally understand and document current conditions, as it would relate to environmental permitting; conducted an engineering analysis to provide extreme tide water levels; developed flood mitigation concepts and preliminary cost estimates; coordinated stakeholder involvement; developed an implementation strategy; and presented the results and findings into a report.

Jungle Island Water Park, Miami, Florida. Engineering design of underwater helical anchors to support the installation of a floating water park in Biscayne Bay. The design included the determination of the helical anchor lengths and penetration, along with the location of existing critical public infrastructure such as electricity and water and sewer to avoid any damage to said infrastructure. Meetings were held with the city manager and other officials to allow the permitting process to progress further.

Adaptive Redesign of Jose Marti Park, City of Miami, Florida. Serving as a model for resilient waterfront parks that can adapt to current and future flood rises associated with climate change and sea level rise, this project explores ways to minimize tidal flood impacts and enhance waterfront access to residents. Leonard was responsible for the inundation modeling, and waterfront engineering design, while the Cummins Cederberg team also led the environmental permitting, coordination with FIND, and grant management.

Crandon Park Sea Level Rise Flood Mitigation Study, Virginia Key, Florida, 2020. Assisted in preparing a Sea Level Rise Flood Mitigation Study to analyze the impacts of sea level rise on the park's infrastructure and operations, as well as develop flood mitigation concepts for planning and budgeting. Compiled existing survey data within the Park and LiDAR data for the area to prepare a general topographic map for the Park; assessed the condition of existing infrastructure to understand conditions, remaining service life and adaption feasibility relative to sea level rise; performed an assessment of the environmental conditions on site to generally understand and document current conditions, as it would relate to environmental permitting; conducted an engineering analysis to provide extreme tide water levels; developed flood mitigation concepts and preliminary cost estimates.

Tidal Flood Mitigation and Shoreline Protection, Hollywood, Florida. The project consists of evaluating 22 areas, covering over 10,000 linear feet of shoreline, along the areas known as North and South Lake in the City of Hollywood. Each area will have specific solutions to address seasonal flooding challenges, which may entail the design and implementation of varied shoreline protection infrastructure such as of living shorelines, rock revetments, and bulkheads, to meet the requirements of the new Broward County ordinance. Leonard analyzed tide gauge data to determine tidal prisms, lag time, and water elevation differences. The analysis from this data will be used in the design of the flood mitigation structures.

Bijou Development Site Temporary Shoring, Bay Harbor Islands, Florida. Structural engineering design of 500 linear feet of cofferdam using cantilevered steel sheet piles to support a vertical excavation of 10.0 feet at the site. The selection of an economical sheet pile for the temporary shoring was conducted using off-the-shelves sheets and the penetration depth designated based on the analysis and availability of sheets.

Seacor Island Lines Terminal RoRo Ramp Slab, Fort Lauderdale, Florida. Replacement of 320 square feet of Seacor's Island Lines Terminal Roll On/Roll Off (RoRo) ramp in Fort Lauderdale. The design consisted of replacing the failed structural segment and replacing it with a new redesigned slab connected to the existing structure. In addition to the installation of a new slab, repairs were specified along the bulkhead that connected to the RoRo ramp slab.

Crandon Park Shoreline Stabilization, Key Biscayne, Florida. Stabilization of approximately 315 linear feet of shoreline in Crandon Park, Key Biscayne. Design of the shoreline stabilization using rock revetment composed of native lime rock. Created an approximate area of 2800 square feet for the planting of mangroves located directly behind the rock revetment.

Bahia Honda State Park – Beach Renourishment (Coastal Engineer. Coastal engineering analyses, topographic and bathymetric LiDAR data compilation, Aerial Imagery collection, sea level rise analyses to support the design and permitting of beach nourishment to a critical eroded segment in the Bahia Honda State Park. Conducted an analysis of the local wind and wave conditions to evaluate sediment transport trends and potential need for coastal structures to conduct the beach nourishment project. A sensitivity analysis to the site relative to sea level rise is conducted to determine the impact of future water level conditions to the beach. The compilation and post-processing of topographic and bathymetric data was conducted to evaluate existing conditions in the nearshore region of the beach.

14th Street End Seawall Adaptation, Miami Beach, Florida. Structural engineering design of 85 linear feet of reinforced concrete seawall adhering to new minimum elevations in the City of Miami Beach. The seawall design included the pass through a 60-inch reinforced concrete pipe and a 36-inch reinforced concrete pipe through the proposed seawall.



YEARS OF EXPERIENCE

- 15

EDUCATION

- Graduate Certificate, Geographic Information Systems, Florida Atlantic University
- BSc Marine Biology, University of West Florida

CERTIFICATIONS

- NAUI Rescue Diver; PADI Enriched Air Nitrox Diver (IAND/EANx)
- AAUS Scientific Diver Certified
- FDEP Stormwater, Erosion and Sedimentation Control Inspector
- Waterfront Edge Design Guidelines Associate

PROFESSIONAL AFFILIATIONS

- America Academy of Underwater Sciences Individual Member
- Florida Association of Environmental Professionals, Treasure Coast Chapter, President
- Florida Association of Environmental Professionals, Vice President
- Urban Land Institute SE Florida/Caribbean
- Environmental and Land Use Law Section of the Florida Bar
- Leadership Palm Beach County, Alumni

Gina's expertise is in regulatory permitting, planning and conducting marine resource surveys and biological monitoring throughout South Florida and the Caribbean. Her professional knowledge and experience with permitting and marine resource surveys across a variety of programs and locations have equipped her to successfully implement complex projects while meeting strict regulatory requirements. She is a former reviewer for the FDEP with a strong background in regulatory proceedings, including environmental and land use regulations at the local, state, and federal levels. Gina also played an instrumental role in the FDEP dive team and Dive Safety Officer for the Cummins Cederberg scientific and engineering dive teams.

RELEVANT PROJECT EXPERIENCE

Reefline Artificial Reef, Miami Beach, Florida. This project involves creation of an artificial reef in Miami Beach, adjacent to Marjory Stoneman Douglas Park, offshore between 2nd and 3rd Street in Miami Beach. Project manager responsible for bathymetric survey, jet probe investigation, scientific diving planning, benthic surveying, artificial reef design, permitting, and public outreach. Permits from FDEP, USACE and DERM were secured.

Currie Park Enhancement Project, City of West Palm Beach, Florida. Currie Park is a 13.6-acre public waterfront park. The city is preparing an adaptive redesign of the park to mitigate flooding from rainfall, king tides, and sea level rise. Project manager responsible for the coastal components of the project's master plan including but not limited to permitting feasibility, concept planning, marina implementation strategy, public outreach interpretation and grant funding options master plan completed 2021. Currently, project manager responsible for fieldwork, engineering, permitting, and grant management to implement the master plan. State and federal permits underway. Additionally, assisted with securing a DEO grant which was awarded to the project in the amount of \$16M.

Sea Level Rise & Flood Mitigation Studies, Miami-Dade County, Florida. Conducted sea level rise studies at various Miami-Dade County Parks including Matheson Hammock, Haulover, Crandon, Biscayne Shores and Gardens, Black Point Marina, and Homestead Bayfront Park. Performed all review and quality control for environmental permitting and environmental surveying.

Sawfish Bay Park Shoreline Improvements, Jupiter, Florida. Responsible for permitting and marine resource surveying for a multi-phased project to environmentally restore a historic marina basin and protect the shoreline of a municipal park. The project includes capping sand for seagrass recruitment, living shoreline, rock revetment, and reef ball units in configurations that will accomplish the Town of Jupiter's goals of increasing coastal resiliency and enhancing natural habitat, while minimizing design and permitting costs. USACE and FDEP permits secured for Phases 1 and 2.

Matheson Hammock Boardwalk Permitting, Miami-Dade County, Florida. This project involves the construction of a new boardwalk along a mangrove trail within Matheson Hammock Park involving mangrove trimming and some wetland impacts. Performed a wetland delineation, design development, permitting, and mitigation planning and calculations for the newly proposed boardwalk. Coordination with USACE, FDEP, DERM, NFC and EEL is underway.

Fiftysixsixty Condominium Marina Permitting, Miami Beach, Florida. Project involved maximizing the dock/slip space at the existing docking facility by designing and permitting a marina reconfiguration within the Biscayne Bay Aquatic Preserve. Project manager responsible for the environmental permitting involving extensive project team and agency coordination relative to sovereign submerged lands use and consistency with the manatee protection plan. Oversaw all deliverables including permitting, engineering design and plans, bidding and construction administration services. Permits from FDEP, USACE and DERM were secured as well as a lease modification.

Lake Worth Inlet Flood Shoal Dredging, Palm Beach County, Florida. This project includes dredging of the flood shoal north of Peanut Island Park with subsequent placement of the sand at the FIND-owned DMMA or County restoration projects. Project manager responsible for field work including bathymetric survey and ADCP deployment, regulatory permitting, marine resource survey planning, public outreach, mitigation planning, calculations, and design. Permits from FDEP and USACE were secured.

Docking Facility at Jungle Island, Miami, Florida. Project involves a new transient docking facility at Jungle Island. Due to the presence of seagrasses, mitigation is required. Project manager responsible for marine resource surveying, permitting, mitigation planning and overseeing engineering design and plans. Permits from FDEP and DERM were secured and USACE permit is underway.

Black Point Park and Marina Permitting and Benthic Survey, Miami, Florida. Project manager and lead biologist for a commercial shrimping docking facility which required dredging of Gould's Canal, to accommodate the vessels. Performed a qualitative marine resource via a drop camera from a vessel and vegetative survey along approximately 600 linear feet of shoreline at the site. The survey identified the location, density, and species of natural resources (seagrass and mangroves). The findings of the survey were summarized in the environmental survey and considered for the design of the dock structures and dredging to minimize and avoid impacts to mangroves and seagrass. Processed permits through DERM, FDEP and USACE to obtain approvals for the proposed construction activities. DERM permitting required approval through the Board of County Commissioner (BCC) Public hearing process.

Dolphin Point Condominiums, West Palm Beach, Florida. Led a dive team to perform marine resource surveying and subsequent coral relocation planning and fieldwork to support permitting of a 1100 LF bulkhead replacement. Partnered with Palm Beach County and the Reef Institute to relocate approximately 40 corals to a nearby artificial reef site. Secured permits from FDEP and USACE for the project and an FWC Special Activity License for the coral relocation.

Miami Shores Bayfront Park, Miami Shores, Florida. Responsible for providing oversight for field investigations and permitting with DERM, FDEP and USACE for replacement of 880 LF of bulkhead at a public park. DERM, FDEP, and USACE permitting is underway.

Drive-In Boat Wash, Miami, Florida. The boat wash is a new and innovative technology providing an economic and environmentally friendly way to clean boats without removing them from the water. Coordinated with the USACE, FDEP, and DERM to secure permits for the boat wash system to be installed and operated within Sea Isle Marina. As a part of the permitting process, water quality monitoring was required by the agencies. Project manager responsible for water quality monitoring procedures and regulatory permitting. Secured permits from the USACE, FDEP and DERM.

Seacor Island Lines Terminal RoRo Ramp Slab, Fort Lauderdale, Florida. Project manager responsible for overseeing permitting for the replacement of Seacor Island Lines' Terminal Roll On/Roll Off (RoRo) ramp, as well as bulkhead replacement and new mooring fenders. Coordinated permitting with Broward County, FDEP and the USACE. Broward County and FDEP permits have been secured; USACE is pending.

Specific Licenses and Requirements for Florida

Please refer to page 9: Licenses, Certificates, Registrations, Permits, and Insurance.

Approach to Scope of Work

The Town of Bay Harbor Island's artificial reef project will provide critical habitat for fish and other marine critters while helping rejuvenate and sustain the ecosystem of Biscayne Bay. The bay has suffered enormously in recent years – in some places at the careless hand of man, in other places from the forces of nature itself – resulting in mass fish killings and dying seagrasses. Without oxygen, the fish die. Without clean water, the seagrass withers. The good news is that Biscayne Bay lately has been on the rebound, in most every respect. The Town's artificial reef project will contribute significantly to the marine resurgence in that part of the bay, particularly given the Town's proximity to the Haulover Inlet, which will provide clean and oxygenated water to the new reef.

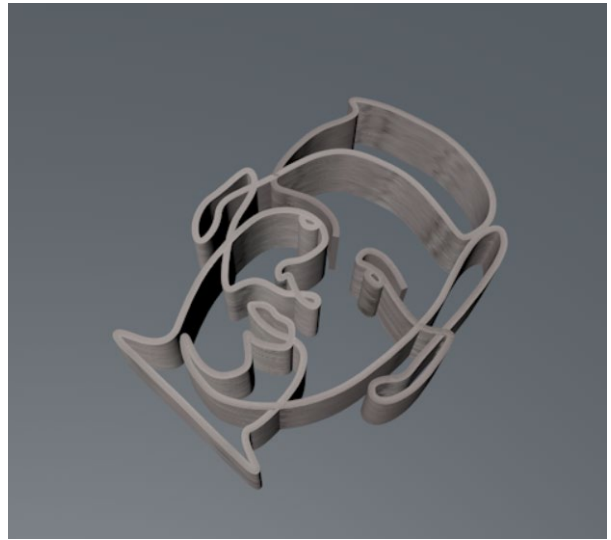
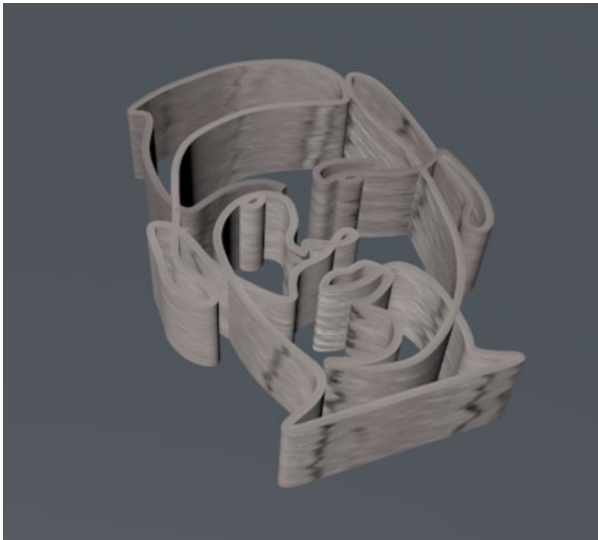
Kearns Construction Company has successfully completed multiple artificial reef projects for Miami-Dade County's Division of Environmental Resources Management (DERM). For the Town's project, we have selected Kind Designs, a supplier of 3D-printed reef modules. In the following pages you will see the modules we offer within the bid price. The only difference between Modules A & B is their sizes. The design remains unchanged. The proposed Modules C will be facial sculptures of the notable Miami Residents. The sculpture would be installed laying down so that the faces can be seen by both snorkelers and those swimming/walking above.

Kearns Construction will partner with Cummins Cederberg, a local consulting firm, for the design, engineering and permitting of the project. Our two firms have a history of successful collaboration on complex marine projects; for example, following Hurricane Irma, together we performed the \$24-million complete rebuilding of the City of Miami's Dinner Key Marina, the largest such facility on the U.S. Atlantic coast.

MODULES A & B



MODULE C - SCULPTURES



We are uniquely qualified to design and deliver the Town's artificial reef program. We previously built the two largest inshore artificial reefs projects in the State of Florida: Island Gardens reef on Watson Island (2,383 reef modules) and the Julia Tuttle Causeway reef (1,873 reef modules). Kearns Construction owns and operates six crane barges, five tugs and eight cranes. No other South Florida marine contractor owns a larger inventory of equipment. We also own two HYPACK hydrographic surveying systems used to precisely place reef modules. We have a mobilization yard at PortMiami and would use that facility to load the Town's reef modules onto our barge.

Once reef modules are loaded onto the barge and moved to the reef site, they will be deployed into the water by crane and our three-man commercial dive team. Our HYPACK GPS system will guide the team in precise placement of the modules. Concrete bases will be added for stability and to reduce settlement where needed. Building artificial reefs requires OSHA-compliant divers, and Kearns Construction has its own in-house OSHA-certified dive crew.

In conclusion, Kearns Construction has the technical, scheduling, and financial capabilities to deliver the Town's project on time and within budget. Currently, we have no competing client project on our schedule. We welcome this opportunity to partner with the Town to further improve the health and vitality of Biscayne Bay.

References

1. Client Name: Division of Environmental Resource Management (DERM), Miami-Dade County
Address: 701 NW 1st Court, 5th floor, Miami, FL 33136
Contact Person: John J. Ricisak
Telephone: 305.372.6581
E-mail Address: john.ricisak@miamidade.gov
Description of Work: Bug Light mitigation offshore reef construction
Year the project was completed: 2019
Total cost of the project: \$49,800
2. Client Name: Flagstone Property Group
Address: 888 MacArthur Causeway, Miami, FL 33132
Contact Person: Mehmet Bayraktar
Telephone: 305.205.0330
E-mail Address: N/A
Description of work: Island Gardens Mega Yacht Marina Mitigation - Sand & Reef Ball Deployment
Year the project as completed: 2016
Total cost of the project: \$2,800,000
3. Client Name: PortMiami
Address: 1015 N. American Way, Miami, FL
Contact Person: Frank Ramirez
Telephone: 305.347.5508
E-mail Address: frank.ramirez@miamidade.gov
Description of work: PortMiami Reef Ball Marine Mitigation
Year the project was completed: 2014
Total cost of the project: \$1,800,000

Subcontractors

Kearns Construction Company will not be hiring any subcontractors to perform the installation of the artificial reef units. We possess the equipment and manpower to self-perform the work. We will, however, be teaming with an engineering firm, Cummins Cederberg, for all of the permitting and surveying requirements of this project. In addition, we will be working with Kind Designs to furnish the modules. In this section, we have included a brief overview of Cummins Cederberg's capabilities.

History

The firm was founded by Jason Cummins, PE, and Jannek Cederberg, PE, in 2010. Since that time, Cummins Cederberg has successfully grown into a leading engineering firm with specific focus on complex coastal and marine engineering projects throughout Florida and the Caribbean. The firm's success is built on providing high quality work in a transparent manner to build long term relationships. The two founders have extensive experience in the coastal and marine environment from both private and public clients, with involvement in more than 500 coastal and marine engineering projects throughout Florida and the Caribbean (including some of the largest known to the region).

Cummins Cederberg is an engineering and environmental consulting firm with an exclusive focus on coastal and marine environments. Today, more than ever, our waterfronts are relied upon to provide resilient coastal protection and we strive to achieve this ideal balance by remaining at the forefront of science, research, and implementation.

Company Profile

The professional team at Cummins Cederberg is comprised of coastal engineers, marine structural engineers, marine biologists, regulatory and policy experts, marine scientists, oceanographers, and construction managers with proven experience in all facets of coastal engineering, environmental planning, and the regulatory framework. The firm has thrived under this exclusive focus without diluting knowledge or resources amongst other disciplines.

Our team includes Florida Registered Professional Engineers with education and experience specific to the coastal and marine engineering field. We have experience planning, designing, and implementing beach nourishments, seawalls, revetments, groins, and other shoreline stabilization structures. In addition to traditional design methodologies, our team is highly versed in the latest engineering tools, which allows us to design coastal infrastructure projects more efficiently and accurately. We utilize state-of-the-art numerical models to simulate waves, currents, sediment transport, and turbidity, and 3D drafting software for design layout. Our engineers are highly involved through the entire life-cycle of the project from initial field investigations, through planning, design, and ultimately construction management, providing a thorough understanding of the multiple facets of a project and interdependency of decisions made along the way.

In addition to our engineering qualifications, the Cummins Cederberg team of marine biologists and regulatory experts provides unparalleled experience in local, state, and federal coastal permitting, marine resource surveys, mitigation design and monitoring, NEPA documentation, Endangered Species Act Section 7 consultation, and Essential Fish Habitat Assessments. Our team includes former senior and executive level staff from the major environmental agencies with intimate knowledge of the regulatory process and respected professional relationships with agency personnel. Our regulatory team and marine biologists work in concert with our engineers to achieve overall design intent and project goals, while protecting marine resources and aiding an efficient regulatory approval process.

We further set ourselves apart by having construction engineers on our team, who bring unique experience on both the design and construction sides of marine construction. As a result, our team of construction professionals offers a valuable perspective during the design process relative to execution of marine projects, which often entail complex logistics for equipment and material, and remain involved and responsive throughout construction.

Core Services

Marine Engineering

- Marina planning and design
- Fixed and floating docks
- Wave attenuation
- Bulkhead design
- Travel lift piers
- Underwater inspections
- Construction administration

Coastal Engineering

- Beach creation and management
- Shoreline stabilization
- Wave analyses
- Storm surge impacts
- FEMA flood map modifications
- Erosion studies
- Sea level rise
- Coastal resiliency
- Hurricane analyses
- Wave circulation analyses
- Navigation and dredging

Environmental Science & Permitting

- Biological monitoring
- Marine habitat assessments & mapping
- Environmental mitigation
- Coral and seagrass relocation and restoration
- Regulatory strategy and permitting
- Sovereign submerged lands
- Environmental impact assessment
- Mitigation planning
- ESA Section 7 Consultations
- Regulatory permit compliance

Waterfront & Coastal Development

- Engineering master planning
- Private islands
- Cruise ship destinations
- Owner representation
- Feasibility studies
- Due diligence
- Market analyses
- Site selection



Required Forms

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. 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:

Town: State: Zip:

Phone:

Telephone No.:

FAX No.:

Email:

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>
01	01/11/2024	03	01/26/2024		
02	01/12/2024				

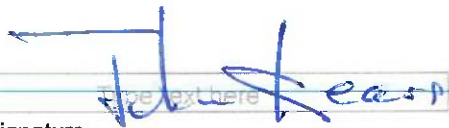
The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

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 Town 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 Town'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 Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Date



Signature

Title



PRICE PROPOSAL SHEET

Artificial 3D Printed Reef – Marine Park

1. Construction:	
Cost for executing the construction of 25 artificial reef structures according to the approved design, using suitable and environmentally friendly materials.	\$ 201,900*
	*INCLUDES PERMITTING, SURVEYS, & ENGINEERING.
2. Installation:	
Cost for safely transporting and installing the artificial reef structures at the designated site, following best practices for minimizing environmental impact.	\$ 141,500
3. Habitat Sustainability:	
Cost for implementing measures to ensure the long-term sustainability of the reef structures, including monitoring and maintenance protocols.	\$ 20,000
4. Grand Total (Sum of all Costs):	
	\$ 363,400

1. Module A:	
15 Modules It must be at least 3000 pounds, and at least 3 feet high each.	\$ 57,600
2. Module B	
4 Modules It must be at least 2 feet tall with a weight at least 3000 pounds each.	\$ 10,800
3. Module C	
6 sculpture must be at least 3 - 2 feet tall and a minimum weight of 3000 pounds each.	\$ 18,000

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.



Signature (Authorized Signatory)

CFO

Title

01/31/2024

Date



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 Town of Bay Harbor Islands, 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 Town of Bay Harbor Islands, 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.

Town employees may not contract with the Town 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). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

N/A

N/A

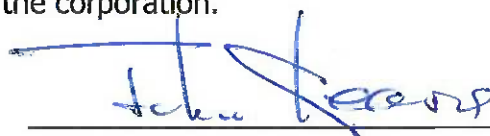
In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

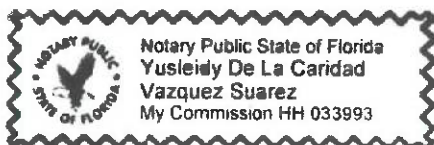
I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Title: CFO

The foregoing instrument was acknowledged before me this 31 day of, JANUARY 2024,
by JOHN KEARNS [name of person], as CFO [type of
authority], for KEARNS CONSTRUCTION [name of party on behalf of whom instrument was
executed].

AFFIX NOTARY STAMP HERE:





Notary Public – State of Florida

YUSLEIDY VAZQUEZ

Print or Type Commissioned Name

Personally Known X OR Produced Identification _____ Type of
Identification Produced _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: RFP-5-1015-PW-0-2024/FVR

ARTIFICIAL REEF MARINE PARK

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: KEARNS CONSTRUCTION COMPANY

Authorized Company Person's Signature:

A handwritten signature in blue ink, appearing to read "John Kearns", is written over a horizontal line.

Authorized Company Person's Title:

CFO

Date:

01/31/2024



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

KEARNS CONSTRUCTION COMPANY

Firm

Authorized Signature

01/31/2024

Date

JOHN KEARNS, CFO

Print or Type Name and Title



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
 8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
 9. The undersigned is authorized to execute this affidavit on behalf of Entity.
-

Date: JANUARY 31, 2024

Signed: 

Entity: KEARNS CONSTRUCTION COMPANY

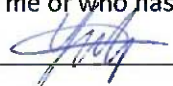
Name: JOHN KEARNS

Title: CFO

STATE OF FLORIDA

COUNTY OF MIAMI DADE

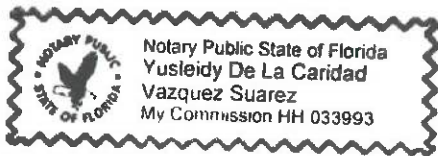
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31 day of JANUARY, 2024, by JOHN KEARNS, as CFO for KEARNS CONSTRUCTION COMPANY, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: YUSLEIDY VAZQUEZ

My commission expires: 08/18/2024



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC /CL 5100 Poplar Avenue, #1200 Memphis, TN 38137 901 766-5990	CONTACT NAME: Bethany Linton PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Bethany.Linton@usi.com														
INSURED KEARNS CONSTRUCTION COMPANY, INC 2550 S BAYSHORE DR STE 206B Coconut Grove, FL 33133 Florida DBPR LICENSE # CGC060194	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : New York Marine and General Ins Co</td> <td>16608</td> </tr> <tr> <td>INSURER B : StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D : Safe Harbor Pollution Insurance</td> <td>NONAIC</td> </tr> <tr> <td>INSURER E : National Indemnity Company</td> <td>20087</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New York Marine and General Ins Co	16608	INSURER B : StarNet Insurance Company	40045	INSURER C : Nautilus Insurance Company	17370	INSURER D : Safe Harbor Pollution Insurance	NONAIC	INSURER E : National Indemnity Company	20087	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : New York Marine and General Ins Co	16608														
INSURER B : StarNet Insurance Company	40045														
INSURER C : Nautilus Insurance Company	17370														
INSURER D : Safe Harbor Pollution Insurance	NONAIC														
INSURER E : National Indemnity Company	20087														
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine GL ☒ Hull & P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	ML202300002452	03/29/2023	03/29/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	74APB006301	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$25,000	X	X	ML202300002453	03/29/2023	03/29/2024	EACH OCCURRENCE \$See Descrip AGGREGATE \$of Operations TOTAL \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	KEY0146941	03/29/2023	03/29/2024	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor Pollut	X	X	CPL202668315	07/10/2023	07/10/2024	See Description of Operations for Coverages
D	Vessel Pollution	X	X	V1499423	09/20/2023	03/29/2024	
A	Hull P&I	X	X	ML202300002452	03/29/2023	03/29/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where indicated below and as outlined in the policy forms. Additional Insured status is not applicable to Workers' Compensation.

As respects Marine General Liability:

- Additional Insured - Owners, Lesees or Contractors - w/ Completed
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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



DESCRIPTIONS (Continued from Page 1)

Operations - when required by written contract

- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorization - when required by written contract
- Additional Insured - when required by written contract
- Waiver of Subrogation - when required by written contract
- Primary Non Contributory - when required by written contract
- Diving operations by Named Insured Employees are included up to 45ft
- Railroad Protective Liability Extension Clause
- Rigger's Legal Liability
- XCU Included
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects Automobile Liability:

- Additional Insured - when scheduled only
- Waiver of Subrogation - when scheduled only

As respects Workers' Compensation:

- Statutory and United States Longshore and Harbor Workers' Compensation Act Coverage
- Waiver of Subrogation - when required by written contract
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects Protection & Indemnity & Hull:

- Protection & Indemnity - \$1,000,000 CSL Per Occurrence
- Maritime Employer Liability - \$1,000,000 CSL Per Occurrence
- Blanket Loss Payee - when required by written contract
- Blanket Waiver of Subrogation - when required by written contract
- Automatic Vessel/Equipment Acquisition Clauses - OM DS 01 1120
- Bareboat Charter Clause
- Non-Owned Vessel - MEL Extension Clause
- Jones Act coverage provided. No stated number of Crew Limitation.
- XCU Included
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment

As respects 1st Layer Bumbershoot (5x1):

- Quota Share - 50% Lead New York & Marine, followed by 50% Continental/US Specialty Ins Co
- Blanket Additional Insured (Follow Form) - M-4B
- Blanket Waiver of Subrogation (Follow Form) - M-5B
- 30 Day Notice of Cancellation, Except 10 Days for NonPayment
- 5,000,000 Limit over GL, P&I, MEL, Auto, EL

With respects 2nd Layer Bumbershoot (5x6):

- Carrier Navigators Insurance Company,
- Policy #: NY24LIAZ0F84G01
- Eff Date: 02/01/2024, Exp Date: 03/29/2024
- 5,000,000 Limit over 1st Layer Bumbershoot, GL, P&I, MEL, Auto, EL

(TOTAL EXCESS LIMIT AVAILABLE \$10,000,000)

With respect to Vessel Pollution - V1499422 - 9/20/2023-3/29/2024:

- Blanket Additional Insured when required by written contract

With respect to Contractors' Pollution - CPL202668315 - 7/10/2023-2024:

- Blanket Additional Insured Including Primary Non Contributory and Completed Ops when required by written contract
- Waiver of Subrogation when required by written contract
- General Aggregate - \$2,000,000

DESCRIPTIONS (Continued from Page 1)

-Contractors Pollution Occurrence - Each Pollution Condition - \$2,000,000

-Each Pollution Condition - Retention \$5,000

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

The Town of Bay Harbor Islands, a Florida municipal corporation, its officials, employees, and volunteers, are additional insureds with a waiver of subrogation with respect to liability arising out of activities performed by or on behalf of the contractor, with respects to the General Liability as their interest may appear when required by written contract. 30 Day Notice of Cancellation.

Town of Bay Harbor Islands
Artificial Reef Marine Park
RFP-5-1015-PW-0-2024/FVR

This page has been left blank intentionally.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KEARNS CONSTRUCTION COMPANY		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 2550 SOUTH BAYSHORE DRIVE, SUITE 206B	Requester's name and address (optional)	
6 City, state, and ZIP code MIAMI, FL 33133		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

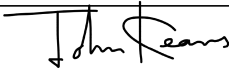
Social security number									
			-			-			
or									
Employer identification number									
7	7	-	0	6	1	5	0	0	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/18/2024
-----------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

KEARNS CONSTRUCTION COMPANY

Filing Information

Document Number	P01000015810
FEI/EIN Number	77-0615005
Date Filed	02/12/2001
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/11/2018

Principal Address

2550 SOUTH BAYSHORE DR,
SUITE 206B
MIAMI, FL 33133

Changed: 12/18/2018

Mailing Address

2550 SOUTH BAYSHORE DR,
SUITE 206B
MIAMI, FL 33133

Changed: 12/18/2018

Registered Agent Name & Address

KUVIN, LOWELL J
17 EAST FLAGLER
STE 223
MIAMI, FL 33131

Name Changed: 10/10/2016

Address Changed: 05/23/2011

Officer/Director Detail

Name & Address

Title CEO

KEARNS, CHARLES S
4101 BRAGANZA AVENUE
COCONUT GROVE, FL 33133

Title CFO

KEARNS, JOHN WILL
4101 BRAGANZA AVENUE
COCONUT GROVE, FL 33133

Title COO

SULLIVAN, JAMES BJR
22550 SW 147 AVE
MIAMI, FL 33170

Annual Reports

Report Year	Filed Date
2021	04/26/2021
2022	04/09/2022
2023	01/26/2023

Document Images

01/26/2023 -- ANNUAL REPORT	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
06/29/2020 -- ANNUAL REPORT	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
10/11/2018 -- REINSTATEMENT	View image in PDF format
02/24/2017 -- ANNUAL REPORT	View image in PDF format
10/10/2016 -- REINSTATEMENT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
05/23/2011 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
09/30/2010 -- REINSTATEMENT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
07/09/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
07/20/2004 -- ANNUAL REPORT	View image in PDF format
02/02/2004 -- ANNUAL REPORT	View image in PDF format
10/20/2003 -- REINSTATEMENT	View image in PDF format
02/27/2002 -- ANNUAL REPORT	View image in PDF format

12/17/2001 -- Reg_Agent Change	View image in PDF format
02/12/2001 -- Domestic Profit	View image in PDF format

Acknowledgement of Addendums



Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241
RFP-5-1015-PW-0-2024/FVR
Artificial Reef Marine Park

ADDENDUM NO. 1

ISSUED: January 11, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1 New Document added:

1- Sample Agreement

2- Pre-bid meeting will be re-scheduled:

New date: January 16, 2024 at 10:00am
Location: Morris N. Broad Community Center
1175 95th Street

Fausto Vargas

Procurement Officer

Company Name: KEARNS CONSTRUCTION COMPANY

(please print)

Bidder's Signature: 

Date: 01/31/2024



Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241
RFP-5-1015-PW-0-2024/FVR
Artificial Reef Marine Park

ADDENDUM NO. 2

ISSUED: January 12, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

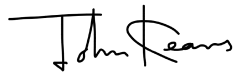
- 1- Pre-bid meeting and bid opening will be re-scheduled:

Pre-bid meeting: January 19, 2024 at 10:00 am
Location: Morris N. Broad Community Center
1175 95th Street

New opening Date:
January 31, 2024, at 3:00 pm
The last day for questions is January 25, 2024.

Fausto Vargas
Procurement Officer

Company Name: KEARNS CONSTRUCTION COMPANY
(please print)

Bidder's Signature: 



**Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241**

RFP-5-1015-PW-0-2024/FVR

Artificial Reef Marine Park

ADDENDUM NO. 3

ISSUED: January 26, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- New information:

- New size and weight for artificial reef structures.

Module A : 15 Modules 3000 LB and 3 Ft High Each.

Module B : 4 Modules 3000 LB and 2 Ft High Each.

Module C : 6 Modules 3000 LB and 2-3 Ft High Each.

Note: All structures must be anchored to the sea floor.

- New price sheet reflecting recent changes.

- New time for completion.

The time was extended from 160 days to **360** days.

ADDENDUM #3

2- Questions Submitted:

1-Question:

Scope of Work 3.2 Summary Calls for the manufacture and deployment of 26 reef modules but if you add up Module A (15), B (4), and C (6) it comes out to 25 modules needed. Just wondering if this is a typo or if there is an extra module missing from the summary?

Answer:

The total number of structures require is 25.

2-Question:

a)What is the overall budget for this project?

b)Has the township conducted a seagrass survey, or any permitting consultation with any regulatory agency?

Answer:

a) The estimated budget for this project is \$250,000.00

b) The proposer will be responsible for obtaining the necessary studies and permits for project development.

Fausto Vargas

Procurement Officer

Company Name: KEARNS CONSTRUCTION COMPANY

(please print)

Bidder's Signature: 

Date: 01/31/2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kearns Construction Company
2550 South Bayshore Drive, Suite 206B
Miami, FL 33133

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

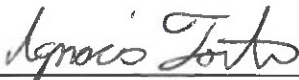
RFP-5-1015-PW-0-2024/FVR, Artificial Reef Marine Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of January, 2024


(Witness)


(Witness) Lily Rafford

Kearns Construction Company

(Principal)

(Seal)

By:

(Title)

Hartford Fire Insurance Company

(Surety)

(Seal)

By:

(Title) Charles J. Nielson Attorney-in-Fact

Surety Phone No. 860-547-5000

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY

Agency Code: 21-229752

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Jarrett Merlucci, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 31, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



TOWING & TRANSPORTATION, INC.

14501 SW 21st Street Davie, Florida 33325

Phone (305) 790-5004

contact@pandltowing.com

Project No.
RFP-5-1015-PW-0-2024/FVR
Proposal
and
Statement of Qualifications

Distributed on January 30th, 2024 to the Town of Bay Harbor Islands as:

one (1) original and two (2) copies four (4) electronic (soft) copies (Flash Drive)



Table of Contents

Executive Summary	3
Experience and Qualifications	5
Approach to Scope of Work	6
Subcontractors	7
Attached:	
Proposal Certification	
Cost Proposal	
Non-Collusion Statement	
Anti-Kick Back Affidavit	
E-Verify Affirmation Statement	
Dispute Disclosure Form	
Foreign Entity Affidavit	
Sample Insurance Certificate	
W-9	
Division of Corporations Active Status Page	
References	



TOWING & TRANSPORTATION, INC.

14501 SW 21st Street Davie, Florida 33325

Phone (305) 790-5004

contact@pandltowing.com

Executive Summary

Company and Staff

P & L Towing and Transportation, Inc. is a certified woman-owned small business domiciled in Broward County, Florida. P&L is a marine logistics firm mobilizing from a homeport facility on the Miami River. P&L has hauled project cargo and performed salvage and artificial reef deployments around the Southeastern United States and the Caribbean Sea since its founding in 1993.

P&L's main office is located at 14501 SW 21st Street, Davie, Florida.

P&L's main port facility is located at 31 NW South River Drive Miami, Florida.

P&L can be contacted via:

Email: contact@panltowing.com

Phone: +1 (305) 790-5004

President and sole principal owner Heidi Payne of Davie, Florida manages a thriving, proudly Floridian, US Flagged Jones Act marine towing company and Certified Woman-Owned Small Business (WOSB) with a focus on ingenuity, responsiveness and integrity. Her family and fleet have become stewards of the Miami River waterfront and seek to build new projects that enrich and empower the health and vitality of the ecosystem of Biscayne Bay. She is a Juris Doctor of Law, a certified ISPS Marine Security Officer, and has been nominated for "Business Woman of the Year" of Davie, Florida.

Vice President and Commercial Director John Tomlinson of Fort Lauderdale, Florida has 5 years of experience leading maritime logistics for P&L and is a ship captain and experienced project manager and commercial director. He is also a certified Major Emergency Manager and ISPS Marine Security Officer.

Project Manager Jack McCulley of Port St. Lucie, Florida has over 10 years of experience in maritime logistics and artificial reef deployment and a life-long background as a third-generation salvage master and reef developer. He has most recently led logistics, salvage operations, and artificial reef projects for over 5 years as Vice President of McCulley Marine Services, a recently closed tug and barge firm out of Fort Pierce, Florida specializing in artificial reef construction since 1993. He holds certifications as a Florida Coastal Restoration Master Naturalist and ISPS Marine Security Officer. In recent years, he has worked closely as a contractor and volunteer with coastal Florida counties to help develop their artificial reef programs.

Environmental Advisor Rikki Payne holds a B.S. from University of Florida in Wildlife Ecology and Conservation.

The P&L fleet consists of inland push boats, offshore model bow tugboats, deck barges, and rough terrain cranes. The array of available assets include a versatile set of hardware perfect for



TOWING & TRANSPORTATION, INC.

14501 SW 21st Street Davie, Florida 33325

Phone (305) 790-5004

contact@pandltowing.com

transporting and deploying a vast variety of different cargoes and structures in all maritime environments local, domestic, and foreign.

Preparation

The assets selected for this proposal include either a shallow draft tugboat or an inland push boat, a deck barge or sectional barge array, and a 12 to 75 ton crane aboard the barge for loading and deployment.

Site visits will be conducted with municipal, county, state, and federal entities before, during, and after deployment operations. Permitting will be secured with the Town of Bay Harbor Islands and confirmed to meet or exceed all specifications and requirements of Miami-Dade County, the Fish and Wildlife Conservation Commission of the State Florida, the US Army Corps of Engineers, and the United States Coast Guard. A preliminary inspection to confirm the absence of any endangered sealife will be conducted upon all permitted baybottom before deployment operations. The shallow waters will be marked with PVC pipes or similar markers by P&L under the supervision of the Town.

The custom designed reef modules will each provide a habitat for mangroves, oysters, and corals. The upper portion of each unit will feature a space to plant mangroves, the middle to promote the growth of oysters, and the bottom portion to recruit corals.

The exact specifications of each unit will be decided with input from the University of Miami, the University of Florida, the Florida Fish and Wildlife Conservation Commission, the US Army Corps of Engineers, and other public and private reef professionals and organizations.

Deployment

Deployment will consist of the delivery of 3D printed custom reef modules to P&L's Miami River staging dock, whereupon the modules will be loaded directly onto the deck barge. A tug or pushboat will make up to the barge and transport them to the permitted area. A crane will deploy the modules to the marked locations.

Monitoring

Monitoring for one year will be conducted once per month by P&L crew, delivering thereafter a detailed report with underwater photos to the Town on the progress of growth of sealife on the modules, and maintenance beyond one year can be arranged at similar price and quality thereafter.



Experience and Qualifications

Experience and Firm Size:

P&L has been conducting marine logistics since its founding 30 years ago. The crew of the P&L fleet includes a core of captains and deckhands numbering around 25 full time mariners and another 20 part time personnel. The office staff includes the President and Vice President, a fulltime office manager, a project manager, dedicated fleet engineer and port captain, and works in close partnership with qualified subcontractors for trucking, diving, and equipment operation.

The high-utilization fleet is kept in constant maintenance and continual improvement by the fleet engineer. The vessels and crews are supported in their operation by the port captain. Contracts, operational leadership and client interface are handled by the Vice President and project manager throughout the project preparation, execution, and monitoring.



Projects and References:

HR Engineering:

POC: Hernando Ramos – (305) 888-8880 – hramos@hrecorp.com

Channel 5 Bridge Geotech Survey and Coring – Marine Services

Year Completed: 2023

Estimated \$72,000

Actual: \$72,000

Continental Heavy Civil:

POC: Ray van Antwerp – (281) 818-2638 – rvanantwerp@chcivil.com

Sanibel Causeway Revetment – Material Delivery and Placement

2022 to Current (ongoing)

Estimated Cost (Services for 2 years) - \$2.5M

Actual Cost (Current to date) - \$1.35M

Stantec Consulting Services:

POC: Beth Beam – (407) 627-9772 – beth.beam@stantec.com

Long Key Bridge Geotech Survey and Coring – Marine Services

2023-2024

Estimated Cost: \$600,000

Actual: Awaiting permitting

Caribe Nautical Services – various projects

Greta Philips-Ford

305-294-3288 office

305-797-0284 cellphone number

gford@caribenautical.com

Triton Maritime, LLC – various projects

Michel Jabbour

+1-832-584-3574

Mike.Jabbour@tritonmaritime.us

WWW.Tritonmaritimeusa.com



Sustainable Business Practices:

P&L is dedicated to transitioning to a more sustainable future.

Voyages are optimized to burn less fuel, and vessel designs and operational procedures that conserve fuel are favored wherever available. Equipment, personnel, and procedures are selected for multi-functionality to reduce waste and promote efficiency.

P&L has recently hired Jack McCulley, in part to take on more ecologically beneficial projects. Jack is a veteran artificial reef developer, a Florida Natural Naturalist, and a BSA Scouts Outdoor Activities Chair. He aims to develop a strategy to move the P&L fleet to renewable energy and take on as many projects as possible to improve the water quality of the Atlantic Ocean, Indian River Lagoon, and associated waterways.



Approach to Scope of Work

The Town of Bay Harbor Islands is looking to contribute positively to the local waterways and attract eco-tourism, and the addition of artificial reef modules is a fantastic opportunity to both provide a supplement to the local ecosystem and attract the attention of individuals and groups looking to explore that ecosystem. North Biscayne Bay and its adjacent waterways are among the most biodiverse in the world, and any added habitat for mangroves, oysters, and corals will contribute to bolstering that fragile diversity of species against the ever-increasing hazards of climate change. P&L seeks to target all three of the mentioned lifeforms mentioned in the bid by creating small self-contained multifunctional habitat modules. Artistic presentation of these modules will be defined by the selection and display of species of mitigating aquatic neighbors: mangroves, oysters, and corals, arranged to live in symbiosis. Each module will aid in the filtration of the local waters and give home to endangered species. These modules will each house a collection of coral varieties selected for their benefit to the local waters and each other, supplemented by oysters and mangroves within the intertidal level of the water column, and will be engineered to the specific depth in which they are deployed. Snorkelers at both sites and pedestrians traversing the park and nearby bridge above the smaller site will delight in the full view of many strata of new life supported by these modules year-round. The locations for these reefs in the vicinity of high-energy currents between a natural inlet and a commercial port is exceptional and should provide a unique opportunity for local schools and research organizations to explore and potentially collaborate. Scientific tourism can be expected to propagate via regular visits of academia and government researchers that will benefit greatly from the contributing to, and monitoring of, these modules for years to come.

P&L's newly acquired hardware and personnel include some unique additions specially suited to this and similar missions. The combined experience of key personnel includes unparalleled expertise in the deployment of artificial reef modules specifically and is backed by a stable and successful marine fleet with capabilities far exceeding the needs of this and similar projects. Connections with government and academic contacts providing consultation and design contributions give these bespoke modules an edge over off-the-shelf available designs.

P&L's port facility is a short distance via both water and land to the project reef sites, with deep water access for utilizing either a full size tugboat and ABS Loadline ocean deck barge, or a series of interconnected sectional barges and a smaller pushboat, depending on the end design on the modules and the weather and current conditions around the time of deployment.

P&L will ensure that a tugboat, crane, and deck barge will be available for this project while also seeking to purchase lighter inland hardware that is uniquely suited to the project tasks. The work yard and associated resources and 2-6 personnel will be dedicated to the project throughout the process of execution.



Subcontractors

Fabrication and land delivery of modules will be conducted by Kind Designs of Miami, Florida and 1Print of Pompano Beach, Florida.

All other aspects of transport and deployment will be conducted in-house by P&L.

**TOWN OF BAY HARBOR ISLANDS
CONTRACT AND SPECIFICATIONS PACKAGE**



**Artificial Reef
Marine Park**

RFP-5-1015-PW-0-2024/FVR

**FAUSTO VARGAS
PROCUREMENT OFFICER**

Telephone: (786) 202-6012 E-mail: fvargasreyes@bayharborislands-fl.gov

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. 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) P & L Towing and Transportation, Inc. EIN (Optional): 65-0520117

Address: 14501 SW 21st Street

Town: Davie State: FL Zip: 33325

jack@pandltowing.com

Telephone No.: (305) 790-5004 FAX No.: Email:

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>
<u>1</u>	<u>2024-01-11</u>	<u>3</u>	<u>2024-01-26</u>	<u></u>	<u></u>
<u>2</u>	<u>2024-01-12</u>	<u></u>	<u></u>	<u></u>	<u></u>

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 Town 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 Town'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 Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Heidi Payne
Name (printed)

1/30/2024
Date

Heidi Payne
Signature
President
Title



ANTI-KICKBACK AFFIDAVIT

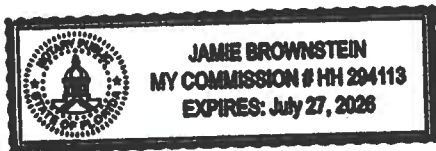
STATE OF FLORIDA)
COUNTY OF Broward)

I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]
Title: President

The foregoing instrument was acknowledged before me this 30 day of January, 2023, by Heidi Payne [name of person], as President [type of authority], for P+L Towing [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

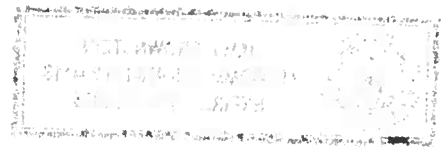


[Signature]
Notary Public – State of Florida
Jamie Brownstein
Print or Type Commissioned Name

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

<u>Shawn S. Payne</u>	<u>President</u>	<u>1/30/2024</u>
Signature (Authorized Signatory)	Title	Date





E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: RFP-5-1015-PW-0-2024/FVR

Artificial Reef Marine Park

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: P & L Towing and Transportation, Inc.

Authorized Company Person's Signature:

[Handwritten Signature]

Authorized Company Person's Title:

President

Date:

4/30/2024



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

P & L Towing and Transportation, Inc.

Firm

Authorized Signature

2024-01-28

Date

Print or Type Name and Title

Heidi Payne, President



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 1/30, 2024

Signed: _____

Entity: _____

P+L Towing + Transp,
Inc.

Name: _____

Hedi S. Payne

Title: _____

President

STATE OF _____

COUNTY OF _____

Florida

Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2024, by Hedi Payne, as President for P+L Towing + Transp, Inc. who is personally known to me or who has produced _____ as identification.

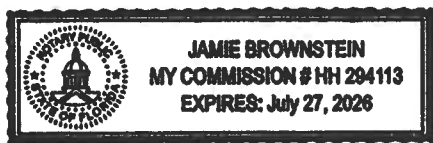
Notary Public Signature: _____

Print Name: _____

Jamie Brownstein
Jamie Brownstein

State of Florida at Large (Seal)

My commission expires: 7/27/2026





**Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241**

RFP-5-1015-PW-0-2024/FVR

Artificial Reef Marine Park

ADDENDUM NO. 1

ISSUED: January 11, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1 New Document added:

1- Sample Agreement

2- Pre-bid meeting will be re-scheduled:

**New date: January 16, 2024 at 10:00am
Location: Morris N. Broad Community Center
1175 95th Street**

Fausto Vargas

Procurement Officer

Company Name: P & L Towing and Transportation, Inc.

(please print)

Bidder's Signature: *[Signature]*

Date: 1/30/2024



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 Town of Bay Harbor Islands, 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 Town of Bay Harbor Islands, 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.

Town employees may not contract with the Town 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). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



**Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241**

RFP-5-1015-PW-0-2024/FVR

Artificial Reef Marine Park

ADDENDUM NO. 2

ISSUED: January 12, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

- 1- Pre-bid meeting and bid opening will be re-scheduled:

**Pre-bid meeting: January 19, 2024 at 10:00 am
Location: Morris N. Broad Community Center
1175 95th Street**

**New opening Date:
January 31, 2024, at 3:00 pm
The last day for questions is January 25, 2024.**

Fausto Vargas
Procurement Officer

Company Name: P & L Towing and Transportation, Inc.

(please print)

Bidder's Signature: _____



**Town of Bay Harbor islands
9665 Bay Harbor Terrace
(305) 866-6241**

RFP-5-1015-PW-0-2024/FVR

Artificial Reef Marine Park

ADDENDUM NO. 3

ISSUED: January 26, 2024

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- New information:

- New size and weight for artificial reef structures.

Module A : 15 Modules 3000 LB and 3 Ft High Each.

Module B : 4 Modules 3000 LB and 2 Ft High Each.

Module C : 6 Modules 3000 LB and 2-3 Ft High Each.

Note: All structures must be anchored to the sea floor.

- New price sheet reflecting recent changes.

- New time for completion.

The time was extended from 160 days to **360** days.

ADDENDUM #3

2- Questions Submitted:

1-Question:

Scope of Work 3.2 Summary Calls for the manufacture and deployment of 26 reef modules but if you add up Module A (15), B (4), and C (6) it comes out to 25 modules needed. Just wondering if this is a typo or if there is an extra module missing from the summary?

Answer:

The total number of structures require is 25.

2-Question:

a)What is the overall budget for this project?

b)Has the township conducted a seagrass survey, or any permitting consultation with any regulatory agency?

Answer:

a) The estimated budget for this project is \$250,000.00

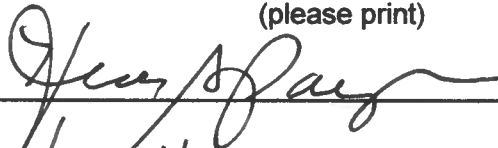
b) The proposer will be responsible for obtaining the necessary studies and permits for project development.

Fausto Vargas

Procurement Officer

Company Name: P & L Towing and Transportation, Inc.

(please print)

Bidder's Signature: 

Date: 1/30/2024



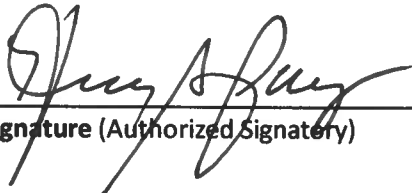
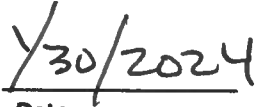
PRICE PROPOSAL SHEET

Artificial 3D Printed Reef – Marine Park

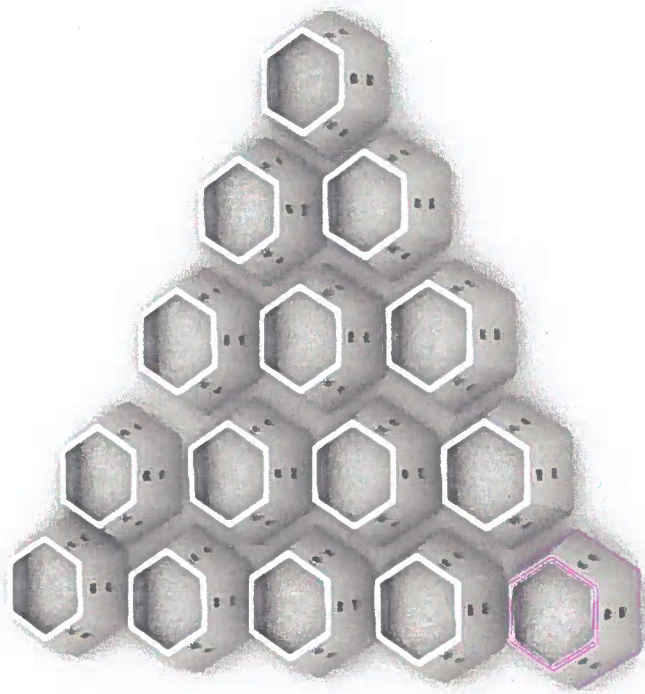
1. Construction:	
Cost for executing the construction of 25 artificial reef structures according to the approved design, using suitable and environmentally friendly materials.	\$ 57,353
2. Installation:	
Cost for safely transporting and installing the artificial reef structures at the designated site, following best practices for minimizing environmental impact.	\$ 160,147
3. Habitat Sustainability:	
Cost for implementing measures to ensure the long-term sustainability of the reef structures, including monitoring and maintenance protocols.	\$ 32,500
4. Grand Total (Sum of all Costs):	
	\$ 250,000

1. Module A:	
15 Modules It must be at least 3000 pounds, and at least 3 feet high each.	\$ 33,353
2. Module B	
4 Modules It must be at least 2 feet tall with a weight at least 3000 pounds each.	\$ 9,000
3. Module C	
6 sculpture must be at least 3 - 2 feet tall and a minimum weight of 3000 pounds each.	\$ 15,000

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

		
Signature (Authorized Signatory)	Title	Date

Perspective ▾



module A

3'

x15

3,004.98





Certificate of Completion

PRESENTED TO

John McCulley

for successfully completing 24 contact hours in the
Florida Master Naturalist Program
Coastal Shoreline Restoration



Instructor(s)

Ken Gioeli

Date

April 28, 2023

Florida Master Naturalist Program Leader

Mark Mc

Dean and Director for Extension

And. J.

UF IFAS
UNIVERSITY of FLORIDA



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

11/10/2022

Heidi Payne

P & L TOWING AND TRANSPORTATION, INC.
14501 SW 21ST ST
DAVIE, FL 33325

Dear Heidi Payne:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

Certificate

John Tomlinson

Has successfully completed instruction in

Major Emergency Management Training

Course Director:

Michael Edwards

Cert No: 5846426

Completed: 07.23.2015



Falck

Safety Services



MPT

EST. 1983

Certificate Number: 171-19-08-14

Issue Date: 19-Jul-2019

Certificate of Proficiency

Vessel Security Officer, Company Security Officer & Port / Facility Security Officer MARTPT-578

This is to certify that: Heidi S Payne

Date of Birth: 31-Mar-1965

National ID Number / Passport Number: 599353310 USA

Student Identification Number: 38191

FOR INTERNATIONAL PORT AND FLAG STATE CONTROL REFERENCE:

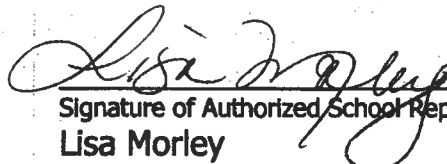
This candidate has successfully completed the United States Coast Guard Approved Course listed above. This course is approved to meet the provisions listed below and may be approved or accepted for significantly equivalent or similar provisions by other international maritime administrations as they deem appropriate. The CSO and VSO sections of the course satisfy applicable requirements, and the following approval is granted subject to the conditions specified below and in Enclosure (1) Any applicant successfully completing the CSO and VSO parts of the course will satisfy the training requirements of 33 CFR 104.210 for Company Security Officer; AND the training requirements of 33 CFR 104.215 for an STCW endorsement as Vessel Security Officer; AND the competencies of the STCW Code, as amended 2010, Table A-VI/5. The FSO part of the course was reviewed and found to meet the standards of competence provided in 33 CFR 105.205, International Ship and Port Facility Code (ISPS) Code Part A/2.1.8, ISPS Code Part A/17, and International Maritime Organization (IMO) Port Facility Security Officer (PFSO) (2015 Edition).

Certificate of Proficiency as Ship Security Officer

This certificate is also accepted by the Maritime and Coastguard Agency as meeting the requirements laid down in Regulation VI/5, paragraph 1 and Section A-VI/5, paragraph 1 to 4 of the STCW Convention and Code 1978, as amended and incorporates Proficiency in Security Awareness and Designated Security Duties laid down in Regulation VI/6 and Section A-VI/6 of the STCW Convention and Code and also met the additional criteria specified in the STCW Convention and Code applicable to the issue of this certificate.

DOC: 103.01.5-171 -DC, FILE NAME: CC-CERT; APPV: AMB-D 053-RV-5Apr15; REV: 2,




Signature of Authorized School Representative
Lisa Morley
Executive V.P.

MARITIME PROFESSIONAL TRAINING

Maritime Professional Training - Masters, Mates and Engineers, Inc.
1915 South Andrews Avenue, Fort Lauderdale, FL 33316

Ph: +1.954.525.1014 Fax: +1.954.764.0431

www.MPTusa.com info@MPTusa.com

This credential has been issued under the provisions of the International Convention on Standards of Training Certification on Watchkeeping for Seafarers 1978, as amended.

The lawful holder of this Credential as endorsed below, is entitled under Title 46 (Shipping) U.S. Code to serve in the capacity or capacities specified, subject to any limitations indicated.

The Government of the United States of America certifies that

JOHN PHILIP TOMLINSON JR

has been duly qualified in accordance with the provisions of regulation(s) II/1; II/2; II/3; II/4; II/5; IV/2; VI/1-1; VI/1; VI/2; VI/3; VI/4; VI/5; VI/6

Of the above Convention, as amended, and has been found competent to perform the following functions, at the levels specified, subject to any limitation indicated until 09-MAR-2021

Ref Num 2658071 Serial Num 000347506

CAPACITY	LIMITATIONS APPLYING (IF ANY)
Master. Officer in charge of a navigational watch (OICNW). Able Seafarer - Deck. Rating forming part of a navigational watch (RFPNW). Proficiency in survival craft and rescue boats other than fast rescue boats (PSC). Advanced Oil Tanker Cargo Operation. Advanced Chemical Tanker Cargo	

Ref Num 2658071 Serial Num 000347506

CAPACITY	LIMITATIONS APPLYING (IF ANY)
Operation. Medical First-Aid Provider. Advanced Firefighting. Basic Training. GMDSS Operator. Vessel Security Officer. Vessel Personnel With Designated Security Duties. Security Awareness.	

Ref Num 2658071 Serial Num 000347506

The lawful holder of this credential, **JOHN PHILIP TOMLINSON JR** as endorsed below, is entitled under Title 46 (Shipping) U.S. Code to serve in the capacity or capacities specified (National Only), subject to any limitations indicated.

CAPACITY	LIMITATIONS APPLYING (IF ANY)
Master	Of Self-Propelled Vessels Not Including Auxiliary Sail Of Unlimited Tonnage Upon Oceans.
MODU - Offshore Installation Manager (OIM)	Of Surface Mobile Offshore Drilling Units while on Location and Underway.
MODU - Barge Supervisor (BS)	Of Active Ballast Control Floating Offshore Installations.
MODU - Barge Supervisor (BS)	Of Passive Ballast Control Floating Offshore Installations.
Radar Observer	

Ref Num 2658071 Serial Num 000347506

CAPACITY	LIMITATIONS APPLYING (IF ANY)
(Unlimited) Able Seaman- Unlimited Lifeboatman Tankerman-PIC Wiper Steward's Department (F.H.)	Limited to Dangerous Liquid (DL) Cargoes

J.P.N.
JEFFREY P. NOVOTNY, CAPT, USCG

Ref Num 2658071 Serial Num 000347506

9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	P & L Towing and Transportation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 14501 SW 21 Street		Requester's name and address (optional)
6 City, state, and ZIP code Davie, FL 33325		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
6	5	-	0	5	2	0	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

P & L Towing and Transportation, Inc.
14501 Southwest 21st Street
Davie, FL 33325

SURETY:

(Name, legal status and principal place of business)

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, MD 21094

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Artificial Reef Marine Park / RFP-5-1015-PW-0-2024/FVR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of January, 2024

(Witness)

(Witness) Peter Alesci

P & L Towing and Transportation, Inc.

(Principal)

(Seal)

By:

(Title)

President

Lexington National Insurance Corporation

(Surety)

(Seal)

By:

(Title) Kevin R. Wojtowicz Attorney-in-Fact

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Charles Nielson, Edward Ward, Kevin R. Wojtowicz, Shawn Burton, Jarrett Merlucci,
David Hoover, Michael Megahan, Brett Rosenhaus, Jessica P. Reno, Laura Mosholder**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

Notary

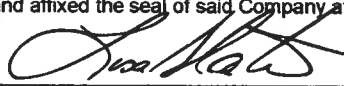


I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 2nd day of May, 2022.

Corporate Seal:

Lisa R. Slater, Secretary



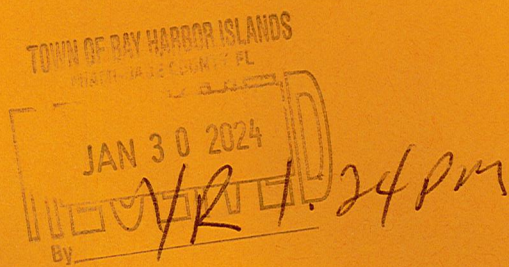
Attached to bond signed this 31 day of January, 2024

P&L Towing and Transportation

RFP-5-1015-PW-0-2024 /FVR

Artificial Reef Marine Park

Solicitation Bid





Budget Amendment Form

Department	Capital Projects	Date	2/21/2024
Fund(s) to be changed: Capital Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
301.5720.400063.000	Improvements (Excluding Buildings)	\$ 113,400.00	\$ -
301.9990.400199.000	Contingency		\$ 113,400.00
TOTAL (Columns must be equal)		\$ 113,400.00	\$ 113,400.00

Description:

Two hundred and fifty thousand dollars (\$250,000.00) have been allocated in the FY 2023-2024 Budget under Account No. 301.5720.400063 for the construction of the Artificial Reef - Marine Park. The selected proposal has a bid amount of \$363,400 total amount; therefore, a budget amendment is required to transfer the balance of \$113,400.00 from contingency Account No. 301.9990.400199.000 which has a budget amount of \$450,000.00 and will net a balance \$336,600.00

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 11.

ITEM: Consideration and Approval to terminate the Town Shuttle Bus services with Limousine of South Florida (LSF), add a Freebee On-Demand Vehicle through Beefree, LLC, and adopt Freebee's SSPP and SPP operating procedures. Enclosed is the Freebee System Safety Program Plan.

DESCRIPTION:

In analyzing our transportation options for the Town, we have seen steady ridership numbers for our On-Demand Freebee service which operates 7 days a week from 8am to 6pm. The Freebee ridership averages over 1,000 riders a month. The current cost for the Town's Freebee vehicle is \$132,287 a year. The ridership for the Town's shuttle bus through Limousine of South Florida (LSF) which operates 5 days a week (Monday-Friday) and ridership averages 600 to 800 riders a month. The cost for the Town's Shuttle Bus averages around \$149,760 a year. Furthermore, the Town recently went out to bid for Shuttle services and the only respondent for the shuttle service continues to be LSF.

Additionally, the Town has just completed their transportation audit as required through FDOT. Freebee was found to be in high compliance with all requirements ranging from oversight and monitoring, security, and maintenance. However, LSF was not found to be following a multitude of required items ranging from safety to maintenance and this is a concern for our Town. It is suggested that the Town adopt Freebee's System Safety Program Plan SSPP & SPP operating procedures in order to remain in compliance with transportation audit requirements.

A good number of residents have reached out to the Town to suggest an expansion of the Freebee program. Adding another Freebee vehicle for our Town will decrease resident wait ride time. This additional Freebee vehicle's annual cost would also be \$132,287 (two vehicles plus an ADA accessible vehicle would be a grant total of \$264,574 annually). Many Towns are moving in the direction

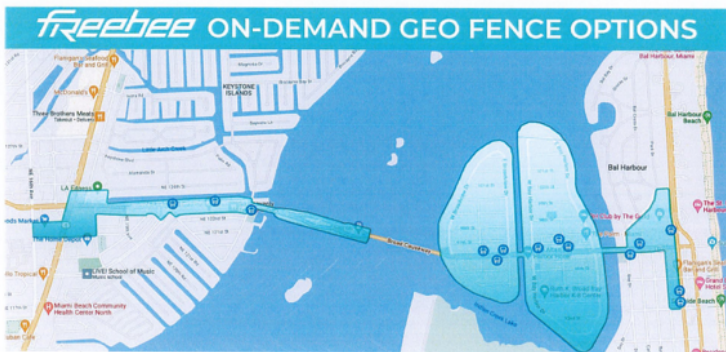
Therefore, in light of the increased Freebee usage as compared to the reduced ridership seen for the Town's shuttle service, and as well as the fact that Freebee accommodates residents that do not have the mobile application to request rides by providing them with the ability to call in their ride requests via telephone, it is Town's staff suggestion to eliminate the Town Shuttle Service and expand the Freebee service by adding another vehicle as well as adopt the Freebee SSPP / SPP operating procedures.

Financially, the Town is receiving \$387,023 in CITT dollars for FY 24 (an increase of \$7,635 dollars over this year's \$379,388). The Town also receives grant funding through FDOT. The total FDOT grant totals \$150,000 of which approximately \$100,392 remains available in grant funds (this is a 50% matching grant). We may apply our CITT grant funds with a combination of FDOT grant funds to fund the additional Freebee vehicle.

Description:

Service hours shall be held from 8:00 AM to 6:00PM, seven (7) days a week. The On-Demand service would travel up and down 123rd St. / Broad Causeway and stop at the commercial areas (LA fitness, Walgreens, various restaurants etc.) on this route as well as travel to Whole Foods (121st and Biscayne blvd.) on the Blvd and loop back around to 123rd street. Additionally, toward the area of the beaches, the On-Demand service route would travel to the Bal Harbour shops and to the commercial district in Surfside (up to 94th street). Please see the attached Geo-Fence detailing the route.

Map – Geo Grid (attached Exhibit A-1)



RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The annual cost for the Town's Freebee vehicle is: \$132,287

The annual cost for the Town's Shuttle through LSF is: \$149,760

The cost of adding a Freebee vehicle to the fleet will be an additional \$132,287 annually.

Eliminating the LSF shuttle service will save the Town \$149,760 annually. Adding a savings of \$17,473 annually.

The Town is receiving \$387,023 in CITT dollars for FY 24 (an increase of \$7,635 dollars over this year's \$379,388). The Town also receives grant funding through FDOT. The total FDOT grant totals \$150,000 of which approximately \$100,392 remains available in grant funds (this is a 50% matching grant). We may apply our CITT grant funds with a combination of FDOT grant funds to fund the additional Freebee vehicle.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	SSPP v2024_2.8.24-2
----	---------------------

FREEBEE SYSTEM SAFETY PROGRAM PLAN (SSPP)
VERSION 02/2024

Table of Contents

Introduction

Definitions

Develop and Adoption of Security Program Plan (SPP)

Develop and Adopt Wireless Communications Plan

Qualification, Selection and Training of Drivers

Record Maintenance, Retention and Distribution

Drug Free Workplace & Substance Abuse Management

Establish Written Maintenance Plan/Bus Maintenance

Event Investigation

Medical Examinations & Certifications for Bus Drivers

Operational and Driving Requirements

Vehicle Procurement

Bus Safety Inspections

Appendix

Daily Pre-Trip Inspection Checklist

Americans with Disabilities and Sensitivity Protocols

National Incident Management System (NIMS)

Introduction

1. Company Overview

Freebee stands at the forefront of transforming urban mobility, revolutionizing the way the public transportation industry addresses first and last-mile connectivity challenges.

As an innovator, we offer complimentary, on-demand, eco-friendly transportation solutions, integrating seamlessly into the public transportation frameworks of diverse entities including municipalities, educational campuses, corporate complexes, and hospitality venues. Our holistic mobility solution is designed to be flexible, catering to the unique developmental goals of any community, while delivering a personalized experience that resonates deeply with our users.

At the core of Freebee's service is a dynamic platform that merges the operational capabilities of Uber with the community-focused insight of Yelp. This allows users to navigate and discover their community through curated categories, subsequently accessing free rides to their selected local destinations. In essence, Freebee is dedicated to enhancing connectivity within communities, fostering economic growth, and championing environmental sustainability.

Policy Statement and Authority for Safety Program

In alignment with the Moving Ahead for Progress in the 21st Century (MAP-21) Act, effective October 2012, there is a federal mandate requiring all public transit systems to develop and maintain a comprehensive safety plan. MAP-21 defines public transportation as regular, shared-ride services that are accessible to the public or specific segments thereof, such as individuals defined by age, disability, or economic status.

It is essential for transit systems, including Freebee, to create and implement a System Safety Program Plan (SSPP) as part of their operational framework.

The SSPP for Freebee is recognized as a foundational document, endorsed by our top management and governing bodies, to guide our safety efforts.

The authority outlined in the SSPP encompasses:

- The basis for the SSPP's creation and implementation.
- The delegation of responsibilities throughout the organization to ensure safety protocols are observed.

Our SSPP addresses the Six Core Elements essential for a comprehensive safety strategy.

1. Driver/Employee Selection
2. Driver/Employee Training
3. Safety Data Acquisition Analysis
4. Drug, Alcohol and Abuse Program
5. Vehicle Maintenance
6. Security

Purpose of the Safety Program Plan

The SSPP's purpose is multifaceted, aiming to articulate the rationale behind its development and the overarching safety philosophy of Freebee.

The plan serves as a vehicle for:

- Establishing a system-wide safety protocol.
- Demonstrating Freebee's dedication to maintaining a safe environment for passengers and staff.
- Implementing safety policies and achieving safety objectives.
- Complying with federal and state regulations, industry standards, and insurance requirements.

It also defines the synergy between system safety and operations, ensuring clarity of roles across departments.

Definitions relevant to our safety operations are included to ensure a unified understanding across the organization.

Goals for Vehicle Safety Management

The SSPP's primary aim is to proactively manage and mitigate safety hazards, establishing clear requirements, responsibilities, and documentation processes.

Goals are crafted to be:

- Long-term and continuously relevant.
- Specific and impactful.
- Achievable, ensuring practicality in their pursuit.

Goals include maintaining a high safety standard, hazard management, and securing necessary approvals for safety measures.

Objectives and Policies

Objectives form the actionable steps towards achieving our safety goals, requiring:

- Quantifiability and significance.
- Alignment with established policies for execution.

Policies, set forth by top management, provide the long-term framework for our safety initiatives, ensuring they are measurable and directed towards achieving specific objectives.

For example, implementing a comprehensive safety program that encompasses public, employee, and property safety, including aspects of fire protection and loss prevention.

System Description and Organizational Structure

Freebee's system is characterized by:

- A brief history and evolution of the service.
- The scope and scale of services offered.
- Description of physical infrastructure and operational features.
- Maintenance practices and system modifications to ensure ongoing safety and efficiency.

B. The organizational structure is detailed through:

- Diagrams illustrating the hierarchy and titles within the organization.
- The structure and key positions within the system safety unit.
- The interaction and communication channels between the safety unit and other departments.
- The relationship of Freebee's operations with local government entities, ensuring collaboration and compliance with local regulations.

This comprehensive SSPP framework underpins Freebee's commitment to providing a safe, efficient, and environmentally conscious microtransit service, fostering trust and reliability within the communities we serve.

SSPP Strategies

At the heart of Freebee's mission lies the unwavering dedication to providing exceptional transportation services, characterized by an uncompromising standard of safety, reliability, and efficiency. This is done while rigorously adhering to industry benchmarks and complying with state and federal mandates. The strategies set forth to achieve these ambitious goals include:

- **Proactive Hazard Identification:** Vigilantly spotting any potential safety threats within our operational ecosystem.
- **Innovative Solution Development:** Crafting and implementing strategies to eradicate or mitigate identified risks.
- **Ongoing Safety Management:** Continuously overseeing and managing all aspects of safety risks to ensure a secure environment.
- **Policy Formation and Enforcement:** Developing and upholding comprehensive policies related to transit operations and workforce welfare.
- **Comprehensive Support Framework:** Furnishing our transit personnel with the necessary guidance, policies, education, training, and support.
- **Structured Safety Incident Handling:** Instituting a formalized approach for addressing and managing safety-related occurrences.
- **Regulatory Compliance Assurance:** Guaranteeing adherence to all relevant local, state, and federal regulations and legislations.
- **Industry Benchmark Monitoring:** Keeping abreast of prevailing industry standards and evolving trends.
- **Vehicle Safety Checks:** Conducting thorough safety inspections of the transit fleet every year.
- **Rigorous Fleet Maintenance Program:** Implementing a systematic inspection and maintenance schedule to maintain the fleet's optimal and safe operational status.
- **Compliance Audits and Reviews:** Performing audits and assessments as mandated by the SSPP to uphold safety and operational integrity.

This SSPP not only serves as a guideline for operational excellence and safety but also embodies Freebee's commitment to setting the standard in the transportation sector, ensuring a seamless, safe, and efficient mobility experience for all stakeholders.

Definitions

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

- The term “shall” is used throughout this document to indicate what is required by the Freebee SSPP.
 - The term “should” is used throughout this document to indicate a recommendation or best practice, yet not a requirement.
 - The term “may” is used to indicate an option that is permissible or allowable by the Freebee SSPP.
-
1. **‘Accessible’** Describes a site, building, facility, vehicle, event, program, service, or portion thereof that complies with the American Disabilities Act.
 2. **“Accommodation”** A reasonable accommodation is any change to the application or hiring process, to the job, to the way the job is done, or to the work environment that allows a person with a disability who is qualified for the job to perform the essential functions of that job and enjoy equal employment opportunities. Accommodations are considered “reasonable” if they do not create an undue hardship or a direct threat. In order to determine what is reasonable, an employer must look at the request made by the applicant or employee with a disability. Whether or not an accommodation is reasonable will vary according to the position the employee holds, the way their disability affects their ability to do their job and the environment that they work in.
 3. **“Bloodborne pathogens”** are microorganisms that can cause disease when transmitted from one person with an infectious or contagious condition to another.
 4. **“Bus”** means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:
 - a. Type I means over 22 feet in length, including bumpers.
 - b. Type II means 22 feet or less in length, including bumpers and paratransit-type vehicles, such as minibusses, standard vans, modified vans, station wagons, and sedans.
 5. **“Bus Transit System”** means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provide transportation services available for use by the general riding public.
 6. **“Community Transportation Coordinator”** means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.
 7. **“Company Business”** is defined as driving in the direction, or for the benefit, of the employer. It does not include normal commuting to and from work.
 8. **“Department”** means the Florida Department of Transportation.
 9. **“Drive”** or **“Operate”** means all time spent at the controls of a bus in operation.
 10. **“Driver”** means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.
 11. **“Essential Functions”** To be qualified for a position, an applicant or employee must be able to perform essential job functions. Essential functions are job duties that are fundamental to the position, they are the reason the job exists. Some of the factors for determining essential functions of a job include:
 - Whether the position exists specifically to perform these essential functions.
 - The number of other employees who are available to perform the same job duties.

- The expertise or skills required to perform the essential functions
1. **“FMVSS”** means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.
 2. **“For Compensation”** means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.
 3. **“Individual with Disabilities (or) Persons with Disabilities”** An individual meets the Americans with Disabilities with Act definition act of “disability” that would qualify them for reasonable accommodations if they have “a physical or mental impairment that substantially limits one or more major life activities (sometimes referred to in the regulations as an “actual disability”).” If a disability is not obvious to an employer, they can ask for medical documentation from a healthcare provider to confirm the need for accommodation. Individuals who solely are “regarded as” having a disability but do not have a disability, are not qualified to receive reasonable accommodations.
 4. **“Manufacturer”** means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.
 5. **“Mobility Device”** is a device designed to assist walking or otherwise improve the mobility of people with a mobility impairment. Examples include walkers, canes, crutches, braces, wheelchairs, power wheelchairs, or electric scooters.
 6. **“Moving violations”** are defined as a breach of traffic laws, which occurs while the vehicle is in motion. Examples include, but are not limited to, speeding, careless driving, failure to stop, failure to yield, and reckless driving.
 7. **“Off-Duty”** means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.
 8. **“Onboarding”** is the process of integrating a new employee at an organization to facilitate the acquisition of skills, knowledge, and behaviors necessary to be successful in the position through formal processes and informal means.
 9. **“On Duty”** means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. “On Duty” includes all time spent by the driver as follows:
 - a. Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
 - b. Inspecting, servicing, or conditioning any vehicle.
 - c. Driving.
 - d. Remaining in readiness to operate a vehicle (standby).
 - e. Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
 10. **“Passenger”** means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.
 11. **“Paratransit”** means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, “dial-a-ride” buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.
 12. **“Safe Condition”** means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.
 13. **“Safety Review”** means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.
 14. **“Security”** means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.
 15. **“Security Program Plan”** or **“SPP”** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.
 16. **“Security Review”** means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.
 17. **“Service Animal”** is defined by the Department of Transportation as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability, regardless of whether the animal has been licensed or certified by a state or local government.
 18. **“System Safety Program Plan”** or **“SSPP”** means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

19. **"Taxicab"** means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.
20. **"Trailer Bus"** means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.
21. **"Twenty-four Hour Period" or "24-Hour Period"** means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.
22. **"Unsafe Condition"** means anything which endangers human life or property.
23. **"Personal wireless communications device"** means an electronic or electrical device that was not provided by the bus transit system for business purposes.
24. **"Use of a wireless communications device"** means use of a mobile telephone or other electronic or electrical device, hands- on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.
25. **"Wireless communications device"** means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

System Safety Program Plan (SSPP) (Rule 14-90.004, F.A.C.)

At Freebee, safety is a primary concern in every phase of its operation. The company has developed and adopted a comprehensive System Safety Program Plan (SSPP) to ensure a safe and secure environment for employees, contractors, and the public using the system.

Management Responsibilities

Freebee's management is responsible for maintaining a coordinated safety system to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. They are tasked with enforcing the SSPP and SPP, ensuring adherence to the policies, procedures, and standards detailed in these documents.

Management Safety Commitment and Policy Statement

Freebee's goals are to provide ongoing transportation services with a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements.

In addition to providing clean, climate-friendly, reliable, and free public transportation services within the designated service areas, Freebee is responsible for ensuring that safety is a primary concern in every phase of its operation. This includes ensuring the safety of passengers, employees, pedestrians and motorists as well as the safety of all property, both public and private, which Freebee comes into contact

with during regular operations. Section 341.041, Florida Statutes (F.S.); Section 334.044(2), F.S.; and Section 341.061(2)(a), F.S., requires the establishment of minimum equipment and operational safety standards for all governmentally owned bus transit systems; privately owned or operated bus transit systems operating in this state which are financed wholly or partly by state funds; all bus transit systems created pursuant to Chapter 427, F.S.; and all privately owned or operated bus transit systems under contract with any of the aforementioned systems. Safety standards for bus transit systems are provided by Rule Chapter 14-90, Florida Administrative Code (F.A.C.), hereinafter referred to as Rule 14-90. Bus transit systems are required to develop, adopt, and comply with a System Safety Program Plan (SSPP), which meets or exceeds the established safety standards set forth in Rule 14-90. In the interest of safety and security, and in order to comply with the statutory requirements, Freebee has developed and adopted this System Safety Program Plan (SSPP) that complies with established safety standards set forth in Rule 14-90. The SSPP is intended to document all policies, functions, responsibilities, etc. of the agency necessary to achieve a high degree of system safety and applies to all areas of the transportation system, including procurement, administration, operations, maintenance, etc. Freebee management is responsible for maintaining a coordinated safety system in order to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. Management has the responsibility for maintaining and implementing the SSPP and complying with the policies, procedures, and standards included in this document. All departments, personnel, and contract service operators are charged with the responsibility of adhering to this SSPP. Any violation of safety and security practices is subject to appropriate administrative action. Management is ultimately responsible for enforcing the SSPP and maintaining a safe and secure system. Each employee shall be responsible for performing his or her duties in a safe manner following the procedures as set forth in the System Safety Plan. It shall be the duty of each Freebee employee to cooperate fully and provide any information that is requested during any investigation or inspection that may be undertaken by Freebee, local authorities, the Florida Department of Transportation, the Federal Transit Administration, or any other public which may have concern regarding the safety of operations within Freebee.

Employee Responsibilities

All personnel, regardless of their role, are accountable for preventing incidents and upholding security standards that align with their position and function within the organization. Any breach of these security practices is subject to administrative action.

Any change to an employee's name, address, telephone number, marital status, emergency contact information, dependents, insurance beneficiaries, and change in tax withholding exemptions needs to be reported in writing without delay to the Human Resources Department. Employees are also responsible for notifying their immediate supervisor of any change in name and telephone number.

Freebee Driver employees are dependent on maintaining a valid driver's License to maintain their employment. Employees are required to keep the Department of Motor Vehicles advised of their current mailing address. In addition to having a legal responsibility to do so, the Department of Motor Vehicles uses mail to communicate about issues with driving privileges, and missing such communication can have a negative impact on continued employment. In addition to this responsibility, employees are required to notify Freebee Human Resources of all moving traffic violations, arrests, and convictions. Freebee shall evaluate each situation on a case-by-case basis to determine if the employee will continue employment.

Safety Goals and Objectives

Freebee has established the following goals and objectives to provide ongoing transportation services with a high standard of system safety:

- Identifying any potential unsafe conditions.
- Continuously monitoring and controlling all safety risks.
- Establishing and maintaining policies regarding transit operations and employees.
- Providing adequate guidance, policies, education, training, and support to all company employees.
- Maintaining a formal process for managing safety-related accidents/incidents.
- Requiring all employees to follow the company's SSPP.
- Ensuring compliance with all applicable federal, state, and local requirements, laws, and regulations.
- Monitoring current industry standards and trends.
- Reviewing the SSPP annually and updating as necessary.
- Ensuring annual vehicle safety inspections for the transit fleet.
- Providing an inspection and maintenance program that keeps the transit fleet in a safe and operable condition.

Security Program Plan (SPP) (Rule 14-90.004, F.A.C.)

"Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

The Freebee SPP has been adopted separately from the SSPP. Transit systems are prohibited by Section 119.071(3)(2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secure location by the management and access to the document is restricted to select agency personnel and appropriate DOT personnel exercising oversight in this area. On-site access to the SPP is granted to regulatory authorities (DOT, FTA, etc.) on an as-needed basis. Select portions of the SPP may be shared with employees depending on their job responsibilities.

Wireless Communications Plan (WCP) (Rule 14-90.004, F.A.C.)

Freebee's Wireless Communications Plan (WCP) is designed to ensure the safety and well-being of both its staff and riders by regulating the use of wireless communication devices within the company's operations. Here's an overview of the plan based on the provided information:

Personal Wireless Communications Device Use:

- The use of personal wireless communication devices is strictly prohibited while the vehicle is in motion. This includes making phone calls, texting, or using any apps not essential to the navigation and operational tasks assigned by Freebee.

- All personal devices must be turned off, and any earpieces must be removed from the operator's ear while occupying the driver's seat to eliminate distractions.

Company-Issued Devices:

- Freebee operators are issued devices that integrate with the Freebee application, ensuring minimal touchpoints and seamless ride completion without the distraction of personal or company-issued communication devices.
- The Freebee driver app is designed to prevent vehicle motion during the use of the mobile app, excluding navigation services.

Communication Procedures:

- Freebee establishes a company-monitored chat portal with talk-to-type technology, accessed via the mounted company tablet, for safe communication among colleagues and supervisors.

Emergency Situations:

- In emergencies, such as medical or family emergencies, where regularly issued equipment is inoperable, the use of personal wireless communication devices is permitted. Operators should follow general safety standards for safe communication while operating a vehicle.

Safety and Compliance:

- Policies ensure that the use of any wireless communication device does not interfere with the operator's safety-related duties.
- Drivers are provided with educational training on the proper use of company-issued wireless communication devices and the hazards associated with distracted driving.
- The "Curbing Transit Operator Distracted Driving" course, provided by the Center for Urban Transportation Research (CUTR), is a mandatory part of this training for all employees before operating a Freebee vehicle.

Monitoring and Enforcement:

- Drivers are monitored throughout the workday to ensure compliance with these policies, maintaining a high standard of safety and operational efficiency.

Freebee's WCP is integral to its commitment to creating a safe, efficient, and distraction-free environment for its staff and riders, emphasizing the importance of focused and responsible operation of vehicles at all times.

Qualification, Selection, and Training of Drivers (*Rule 14-90.004, F.A.C.*)

Freebee maintains a comprehensive approach towards recruiting, selecting, and training drivers, who are referred to as Community Ambassadors, to ensure the highest standards of safety, professionalism, and community engagement.

Recruitment and Selection:

Freebee prioritizes local hiring, offering competitive benefits to foster long-term investment in its team. The recruitment process emphasizes community engagement, customer service experience, and strong driving history, aiming to attract individuals motivated by community service and environmental sustainability. Through community outreach and partnerships, Freebee attracts qualified candidates who are integral to the service's success.

- The process begins with recognizing staffing needs within operational zones, crafting targeted recruitment strategies, and publicizing vacancies.
- Applicants are screened against minimum qualifications, with a refined candidate pool based on skill set and experiential preferences.
- Candidates undergo initial screening through telephone interviews, in-person compatibility assessments, professional references, and previous employment verification.
- Comprehensive background checks, including criminal history, driving records, and substance testing, are mandatory.
- Conditional job offers are extended, contingent upon passing a DOT medical examination.

Candidate Qualifications:

- Prospective Community Ambassadors must possess a valid driver's license, be at least 21 years old, and have a minimum of two years of driving experience.
- Candidates should exhibit a vibrant personality, proficiency in time management, strong communicative abilities, bilingual capabilities are preferred, familiarity with the operational area, and experience in customer service.

Background Review Process:

- Candidates' backgrounds are meticulously evaluated by Human Resources, with confidentiality maintained for all sensitive information.
- The Substance Abuse Policy aligns with federal regulations, requiring drug screenings for all new hires.

Training

Freebee's driver training program encompasses a comprehensive curriculum designed to ensure that all Community Ambassadors are well-prepared for their roles, enhancing the safety, efficiency, and quality of service provided. The program integrates various instructional and procedural training areas, emphasizing hands-on experience, theoretical knowledge, and practical application.

Orientation

- New hires undergo a well-organized onboarding process, receiving comprehensive orientation on company policies, procedures, benefits, and the Freebee mobile application.
- The driver training program spans up to two weeks, combining classroom education, Learning Management System (LMS) training, hands-on equipment training, and behind-the-wheel training.

Classroom Training:

- Classroom training covers company overview, service areas, regulatory rules, ADA compliance, customer service standards, communication protocols, safety and security guidelines, and emergency procedures.
- The courses emphasize equipment familiarization, vehicle inspections, hazard recognition, and adherence to local, state, and federal laws.

Behind-the-Wheel Training:

- Focuses on vehicle maneuvering, equipment familiarization, route driving, defensive driving, safe vehicle operation, passenger assistance, and wheelchair securement.

Learning Management System (LMS) Training:

- Freebee offers a tiered training program for on-demand training, covering essential skills and compliance with safety standards. This program supports continuous professional development, offering paths to career advancement within the company and fostering a strong company culture through team-building events and transparent self-evaluation processes.

Vehicle Transit System Safety and Operational Policies and Procedures

- Training begins with a thorough overview of Freebee's safety and operational policies, ensuring drivers understand the importance of maintaining a safe environment for both passengers and themselves. This includes adherence to traffic laws, adherence to schedules, and proper conduct in various service scenarios.

Operational Vehicle and Equipment Inspections

- Drivers receive training on conducting pre-shift and post-shift vehicle inspections, identifying potential issues that could affect vehicle safety or operation. This ensures that vehicles are always in optimal condition for service.

Vehicle Equipment Familiarization

- Drivers are trained on all the equipment within the vehicle, including the use of safety features, navigational aids, and any specialized equipment like wheelchair ramps and lifts, ensuring they can operate the vehicle and its equipment confidently.

Basic Operations and Maneuvering

- The training program covers the basics of vehicle operation, focusing on maneuvering in various traffic conditions, parking, and navigating urban environments safely and efficiently.

Safe Approach and Departure from Stops

- Specific instructions are provided on how to safely approach and depart from stops to avoid contact with pedestrians and other hazards, ensuring passenger safety during boarding and alighting.

Boarding and Alighting Passengers

- Drivers learn the best practices for assisting passengers as they board and alight, including special attention to those requiring additional assistance, to ensure a smooth and safe process.

Operations of Wheelchair Lifts and Other Special Equipment

- Training includes detailed instructions on operating wheelchair lifts and other equipment designed to assist passengers with disabilities, ensuring inclusivity and accessibility for all passengers.

Defensive Driving

- A significant focus is placed on defensive driving techniques, teaching drivers to anticipate and avoid hazards, maintain safe following distances, and react appropriately to unforeseen situations.

Passenger Assistance and Securement

- Drivers are trained on how to assist passengers effectively, including securing wheelchairs and providing aid to those in need, ensuring a safe, equitable, and comfortable ride for everyone.

Handling of Emergencies and Security Threats

- Community Ambassadors receive comprehensive training on handling emergencies, from vehicle breakdowns to medical emergencies, and security threats, ensuring they can respond effectively and keep passengers safe.

Security and Threat Awareness

- The program includes training on recognizing and responding to security threats, maintaining awareness of the environment, and taking appropriate action to protect passengers and themselves.

Driving Conditions

- Drivers are prepared to adapt to various driving conditions, including weather changes and traffic patterns, ensuring safe and reliable service under all circumstances.

Remedial Training:

Freebee will employ remedial training for drivers who have been involved in a serious collision or have developed unsafe driving behavior or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, the Incident Review Committee (IRC) will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

This comprehensive approach ensures that Freebee drivers are well-equipped to provide safe, professional, and engaging service to the community, reinforcing Freebee's commitment to operational excellence and community safety.

Operational and Safety Procedures (Rule 14-90.004)(3)(e), F.A.C.)

Freebee's Operational and Safety Procedures are integral to maintaining a high standard of system safety that is reliable and efficient while meeting industry standards and state and federal requirements. The comprehensive approach includes the identification of hazards, the development of potential solutions to minimize risks, the establishment of safety standards for employees and contractors, integration of system safety with daily operations through operational standards and procedures, vehicle maintenance, inspections, record-keeping, audits, quality assurance, and quality control.

Communication & Handling of Hazards, Unsafe Conditions, Security Threats, and Emergencies

Freebee emphasizes the importance of communication and proper handling of hazards, unsafe conditions, security threats, and emergencies to ensure the safety of both employees and passengers. Employees are trained to identify potentially hazardous conditions, monitor and control safety risks, and comply with all federal, state, and local laws, rules, and regulations.

Familiarization and Operation of Safety & Emergency Equipment, Wheelchair Lift Equipment, & Restraining Devices

Freebee ensures all drivers are familiar with and capable of operating safety and emergency equipment, including wheelchair lifts and restraining devices. Drivers are trained on ADA compliance, including the operation of wheelchair lifts/ramps and the securement of passengers and their mobility devices, to ensure safe and accessible transportation for all passengers.

Daily Inspections Report

Drivers are required to complete a *Pre-Shift Vehicle Safety Inspection Checklist* (See the section, **Vehicle Safety Inspections**) at the start of their shift. This checklist is designed to ensure that vehicles are in safe and proper working condition before being put into service. The inspection includes checks on lights, brakes, tires, interior and exterior conditions, and safety equipment. Any issues requiring attention are reported immediately to a supervisor or manager before the vehicle is driven.

Records Retention and Distribution

Freebee has established comprehensive procedures for "Record Maintenance, Retention, and Distribution" to ensure that all operational and safety records are accurately maintained, securely stored, and appropriately distributed as required. This process is crucial for the continuous monitoring and improvement of safety and operational practices within the organization. By adhering to these procedures, Freebee demonstrates its commitment to transparency, accountability, and compliance with all relevant regulations and standards.

Driver Records (Rule 14-90.004)(3)(g), F.A.C.)

Freebee upholds a rigorous procedure for managing and retaining records of driver background checks, qualifications, detailed training, and daily duty statuses, all centralized within the Freebee Dashboard (CMS). This comprehensive system ensures that management and partnering municipalities have immediate access to critical information, enhancing transparency and operational efficiency.

Records of Driver Background Checks and Qualifications

Freebee's recruitment process is designed to select Community Ambassadors who embody the company's ethos and meet stringent operational standards. This includes exhaustive background checks covering criminal history, driving records, and substance testing. Moreover, it involves verifying valid Florida driver's licenses and evaluating candidates' driving experience, personality, communicative abilities, and area familiarity. All background and qualification records are meticulously managed through the Freebee Dashboard, ensuring secure and compliant storage of sensitive information.

Detailed Description of Training Administered & Completed by Each Driver

Upon joining, Freebee ensures that each driver undergoes comprehensive training encompassing DOT medical examinations, incident avoidance, defensive driving, ADA compliance, and adherence to regulations, among many other topics. This training and each employee's progress are recorded and tracked within the Freebee Dashboard (CMS). This platform facilitates the easy retrieval of training records while also automating retraining when it is required.

Each Driver's Daily Duty Status

The daily duty status of each driver, including days worked, on-duty hours, driving hours, and reporting times, is accurately recorded within the Freebee Dashboard. This system enables effective tracking of compliance with working hours regulations, ensuring drivers do not exceed legal limits and receive mandated rest periods. Additionally, vehicle inspection, maintenance, and service records are linked to each vehicle's asset number within the dashboard, guaranteeing that all vehicles meet the highest standards for safe operation.

Maintenance Records (*Rule 14-90.004(4)(d), F.A.C.*)

Freebee maintains meticulous records on the make, model, license number, and ownership details of each vehicle within its fleet. These records, including dates, mileage, descriptions of inspections, maintenance, lubrication intervals, and details of any off-site repairs or maintenance activities, are all centrally managed and reported within the Freebee Dashboard (CMS). This comprehensive system ensures that every aspect of vehicle maintenance and repair is documented and easily accessible.

For vehicles not owned directly by Freebee, the CMS records include the name of the person or lessor furnishing the vehicles. Similarly, the names and addresses of entities or contractors performing any inspections, maintenance, lubrication, or repairs are systematically logged. This ensures a transparent and traceable maintenance history for each vehicle in the fleet.

The Freebee Fleet Operations Manager coordinates all maintenance and repairs, scheduling preventive maintenance based on time and usage to ensure the longevity and safety of company assets. Routine checks include battery inspections every six months, tire rotations, brake and brake fluid inspections, and coolant system replacements, following a strict timetable to uphold the highest standards of vehicle maintenance.

Moreover, any repairs outside the regular preventative maintenance schedule require pre-approval from the Fleet Operations Manager, who is also responsible for procuring any necessary parts in compliance with Freebee's procurement policy. In cases where a vehicle becomes non-operational or breaks down, the process for towing, repair, and return to service is efficiently managed and documented within the CMS, ensuring seamless communication and coordination between drivers, supervisors, and the maintenance team.

The annual inspection of each transit vehicle, conducted by a qualified Fleet Department employee, is meticulously recorded in the CMS. This includes a detailed log of any identified defects or deficiencies, corrective actions taken, work order placements, and the vehicle's service readiness. All inspection, maintenance, and service records are retained for a minimum of five years, demonstrating Freebee's commitment to safety, reliability, and regulatory compliance.

Access to this wealth of information is not restricted solely to Freebee management. Partnering municipalities and other stakeholders can request and obtain detailed reports on vehicle maintenance and operational status, ensuring full transparency and reinforcing Freebee's dedication to maintaining a high standard of service and safety

Safety Inspections (*Rule 14.90-009*)(5), F.A.C.)

The Freebee Dashboard centralizes records of annual safety inspections, facilitating immediate access to documentation of corrective actions. It enhances transparency and accountability by allowing Freebee management to review compliance with safety standards in real-time. The platform enables a streamlined process for scheduling inspections and tracking follow-up actions to ensure vehicles meet safety requirements consistently.

Event and Incident Reporting and Investigation Records (*Rule 14-90.004*)(7), F.A.C.)

Through the Freebee Dashboard, incident reporting and investigation are digitized, allowing for swift notification and comprehensive documentation of events. This system captures detailed reports, investigation findings, causal factors, and corrective action plans, along with supporting documents. It empowers Freebee to analyze trends, implement preventative measures, and share findings across departments to improve overall safety protocols.

Medical Records (*Rule 14-90.0041*)(4, F.A.C.)

The platform securely stores medical records of Freebee drivers, including Biennial, Pre-employment, and Follow-up medical examinations. It ensures compliance with health and safety regulations by providing easy access for verification and audit purposes, and maintaining the privacy and confidentiality of sensitive employee health information.

SSPP & SPP Review and Revision (*Rule 14-90.010*)(d), F.A.C.)

Freebee is committed to maintaining the highest standards of safety and security for its passengers, employees, and the communities it serves. To uphold this commitment, Freebee will conduct annual reviews of its SSPP and SPP, incorporating feedback from operations, compliance audits, incident reports, and changes in federal and state regulations.

Review Process:

- **Annual Review Schedule:**
 - The SSPP and SPP will be reviewed annually, with additional reviews as needed in response to significant operational changes, regulatory updates, or following an incident.
- **Review Committee:**
 - A review committee comprising representatives from management, operations, safety, security, and human resources will be established to oversee the review process.
- **Stakeholder Engagement:**
 - Input will be solicited from all levels of the organization, including drivers, maintenance staff, and administrative personnel, to ensure comprehensive feedback on the effectiveness of existing safety and security measures.
- **Regulatory Compliance:**
 - The review will include an assessment of compliance with current federal and state regulations, with a focus on adapting to new or revised legal requirements.
- **Incident Analysis:**
 - An analysis of safety and security incidents reported since the last review will be conducted to identify trends, causal factors, and the effectiveness of corrective actions.
- **Technology and Best Practices:**
 - The committee will consider advancements in technology and industry best practices to enhance safety and security measures.

Revision Process:

- **Documentation of Changes:**
 - Proposed revisions will be documented, including the rationale for changes and the expected impact on safety and security outcomes.
- **Approval and Implementation:**
 - Revisions will be presented to Freebee's top management for approval. Upon endorsement, the updated SSPP and SPP will be implemented across the organization.
- **Communication and Training:**
 - Changes to the SSPP and SPP will be communicated to all employees through meetings, training sessions, and updates to the Freebee Dashboard. Necessary training will be provided to ensure compliance with revised policies and procedures.
- **Record-Keeping:**
 - The Freebee Dashboard will maintain a record of all revisions, including dates of changes and summaries of modifications, to ensure a transparent revision history.

Compliance Monitoring:

Non-compliance issues will be addressed promptly, with corrective actions documented and reviewed in subsequent annual revisions.

Pre-trip Inspections and Corrective Action (Rule 14-90.006, F.A.C.)

Daily vehicle inspections and corrective actions are automatically documented within the Freebee Dashboard through the driver-side Freebee application. The records are retained for a minimum of two years. This digital log enhances the efficiency of pre-trip checks, ensuring any issues are immediately

reported, effectively communicated and promptly addressed. The platform's real-time updates and notifications support proactive maintenance and safety measures.

By centralizing these critical operational and safety records within the Freebee Dashboard, the company ensures that management and partnering municipalities have on-demand access to comprehensive data. This approach not only enhances operational transparency but also streamlines compliance and safety monitoring, reinforcing Freebee's dedication to excellence in community service and safety standards.

Drug-Free Workplace (*Rule 14-90.004(3)(h), F.A.C.*)

Substance Abuse Policy:

In alignment with Chapter 14-90.004(3)(h) and federal regulations, Freebee is committed to providing a safe, healthy, and productive work environment for all employees and passengers. Recognizing the impact of substance abuse on safety, health, and performance, Freebee strictly prohibits the use, possession, distribution, sale, or manufacture of alcohol, illegal drugs, or controlled substances in the workplace.

Objectives:

- To ensure the safety of all employees and passengers.
- To maintain high standards of employee productivity and performance.
- To comply with all applicable federal, state, and local laws related to drug and alcohol use in the workplace.

Scope:

This policy applies to all employees, including full-time, part-time, temporary staff, and contractors, during work hours and while representing Freebee in any capacity.

Prohibited Behaviors:

- Reporting to work or working while under the influence of alcohol, illegal drugs, or controlled substances.
- Using, possessing, distributing, selling, or manufacturing any such substances on company premises or while performing company business.
- Refusing to submit to any drug or alcohol testing as required by this policy.

Testing:

Freebee conducts drug and alcohol testing in the following situations:

- Pre-employment screening for all new hires.
- Random testing of employees.
- Reasonable suspicion testing when there is evidence or indication of drug or alcohol use.
- Post-accident testing for all moving incidents, incidents that result in injury, or significant property damage.
- Return-to-duty testing before an employee returns to work after a violation of this policy.
- Failure to pass the initial or any subsequent drug test results in disqualification or termination.

Support and Assistance:

Freebee encourages employees struggling with substance abuse to seek help voluntarily. The company provides resources and support for employees, including:

- Confidential employee assistance programs (EAP) for counseling and referral services.
- Leave or adjusted work schedules for participation in rehabilitation or treatment programs.

Disciplinary Actions:

Violations of this policy may result in disciplinary action, up to and including termination of employment. Actions taken will be consistent with company policies, labor agreements, and applicable laws.

Education and Training:

Freebee commits to educating employees about the dangers of drug and alcohol abuse, the specifics of this policy, and the resources available for those seeking help. Regular training sessions will be conducted for all employees.

Confidentiality:

All information related to drug and alcohol testing will be handled confidentially, consistent with applicable laws and regulations.

Maintenance (*Rule 14-90.004(4), F.A.C.*)

All maintenance and repairs on Freebee vehicles are managed by the Fleet Operations Manager to ensure optimal care and stewardship of company assets. Preventative maintenance schedules are based on time and vehicle usage to maintain operational efficiency and safety.

- **Preventative Maintenance Schedule:** Key maintenance activities include:
 - Training on how to clean and sanitize the vehicle at the beginning and end of every shift.
 - Preventive Maintenance checks are performed at ABC intervals every 4 months on all vehicles by trained staff.
 - Battery inspections

- Quarterly Tire rotations (applicable vehicles)
- Brake and brake fluid replacement after 22,000 miles or two years, whichever comes first.
- Coolant system replacements every 150,000 miles or every five years, whichever comes first.
- **Maintenance and Repair Log:** The Fleet Mechanic(s) are tasked with maintaining a detailed log within the Freebee virtual dashboard for every vehicle, documenting all maintenance and repair activities to ensure accountability and track vehicle health over time.
- **Procurement and Approval:** Repairs outside the regular preventative maintenance schedule require pre-approval from the Fleet Operations Manager, who is also responsible for procuring any necessary parts in accordance with Freebee's procurement policy.
- **Response to Vehicle Breakdowns:** In case a vehicle becomes non-operational, the driver must notify their immediate supervisor, who will then coordinate with the Fleet Operations Manager for towing the vehicle to Freebee's repair and maintenance shop or a contracted external mechanic if necessary. Safety protocols require the vehicle to be safely positioned away from main roads while awaiting towing.
- **Vehicle Return Post-Maintenance:** After service, the Freebee Dispatch staff ensures that all vehicles are returned to the designated Area Operations Manager in a clean state and ready for service, maintaining a high standard of operational readiness and passenger comfort.

In addition to the driver inspections and daily routine PM intervals, quarterly inspections (See the section, **Vehicle Safety Inspections**) for each transit vehicle will be performed according to Rule 14-90 by a Fleet Department employee with at least one (1) year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge and mastery of methods, procedures, tools, and equipment used in the performance of inspections of transit vehicles. If any defects or deficiencies are discovered during the quarterly inspections, the inspector shall report them to the Fleet Service Manager for service. The corrective action and corresponding work order will be placed in the vehicle's file. All transit vehicle inspection, maintenance, and service records are maintained by the Fleet Department for a minimum of five (5) years. All records will be stored by the vehicle's asset number. These records will include a brief description of the activity completed, date, current mileage, work order number, and the vehicle's assignment number.

This meticulous approach to vehicle maintenance reflects Freebee's dedication to providing a safe, reliable, and efficient transportation service, ensuring that all vehicles are kept in top operational condition through a structured and proactive maintenance regime.

Event Investigation (Rule14-90.004)(5), F.A.C.)

Freebee's comprehensive investigation policy and procedures for incidents involving its vehicles are structured to ensure thorough and systematic responses to various types of events. This policy encapsulates the commitment to safety, accountability, and corrective action, as outlined below.

Events That Trigger Investigations:

- **Fatalities:** Any incident resulting in a fatality within thirty (30) days of the event prompts a full investigation.
- **Injuries:** Events causing injuries to two or more individuals requiring medical attention away from the scene are investigated.

- **Property Damage:** Incidents involving property damage exceeding \$1,000 to Freebee vehicles, other property, or facilities trigger investigations.
- **Evacuations:** Any evacuation of a vehicle due to life safety events, indicating imminent danger to passengers, is thoroughly investigated.

Initial Investigation Steps

Freebee has designated Regional Operation Managers to undertake the initial steps of incident investigations, which include:

- Responding promptly to the incident scene.
- Checking for and addressing injuries.
- Securing the scene to prevent further harm.
- Providing care for injured individuals.
- Contacting emergency services (9-1-1) if required.
- Notifying the immediate supervisor.
- Commencing the collection of information.
- Collaborating with law enforcement and other emergency responders.
- Gathering detailed information, examining the site, taking photographs, interviewing witnesses, and collecting all relevant documentation from law enforcement.
- Mapping out the sequence of events leading to the incident.
- Identifying immediate and underlying causes.
- Ensuring completion of the Incident Report Form by the employee involved.
- Submitting all collected documentation to the Accident Committee and/or Human Resources for further action.

Final Report and Corrective Action Plans:

Investigation reports shall be reviewed by the Accident Committee. The Committee may also contract an independent outside party for investigative services if approved by Senior Management. Investigations culminate in a final report detailing the investigation activities, identifying causal factors, and outlining any corrective actions to prevent future occurrences. Freebee develops corrective action plans for each incident, specifying planned actions, training requirements, and schedules for implementation. The monitoring and tracking of the implementation and completion of each corrective action are integral to Freebee's proactive approach to enhancing safety and preventing future incidents.

This policy reflects Freebee's dedication to maintaining a safe operational environment for its passengers and employees, emphasizing the importance of swift action, thorough investigation, and implementation of effective corrective measures to address and mitigate risks.

Incident Review Committee (IRC)

The Incident Review Committee (IRC) is comprised of a Senior Operations Manager, a representative from Fleet Maintenance, and a representative from Human Resources. The Committee meets on a weekly basis or immediately (24-72 hrs) after an incident. The committee is responsible for:

- Reviewing accidents and the employer's overall driver safety record to determine if there should be changes in policy or procedure; or if other corrective action (such as training, equipment changes, etc.) should be implemented to enhance the safe operation of company vehicles.
- Reviewing driving records of individual employees and making recommendations to Management when driving privileges should be suspended or revoked.
- Reviewing if the accident was due to electrical or mechanical failure by performing an inspection and assessing accident-related facts.
- Reviewing all other issues that arise concerning compliance with this policy.

The committee members will follow the Freebee Incident Standard of Procedure policies following an incident. The committee will investigate and determine the potential cause of the incident and determine to which extent the incident could have been prevented. If corrective action is required, the involved employee will follow the guidelines of the Freebee Corrective Action Plan and, if required, enroll in Remedial Training courses. Accommodations will then be included in the Freebee Defensive Driving policy and training to mitigate future incidents.

Medical Examinations for Bus Transit System Drivers (*Rule 14-90.0041, F.A.C.*)

Freebee's policy on maintaining medical records is designed to ensure the health and safety of its drivers and passengers, adhering to strict standards for medical examinations and record-keeping. Here are the key components of this policy:

Medical Examination and Certification

- **Medical Examination Report Form:** Freebee uses the Medical Examination Report Form 725-030-011, or an equivalent form, to document all pre-existing and current health conditions provided by the medical facility. These examinations confirm driver fitness for duty and safety on the roadways without exceeding DOT requirements.
- **Components of the Medical Examination:** The examination includes assessments such as blood pressure measurement, vision and hearing tests, urinalysis for glucose levels and drug screening, as well as evaluations of lung, heart, and digestive tract function and coordination.
- **Follow-Up for Poor Examination Results:** If a driver receives poor results from the DOT physical or any other examination, they may be required to undergo follow-up visits to show improvement. Drivers diagnosed with a condition making it unsafe to perform their job duties must cease driving, receive treatment, and retake the physical if recommended by the treating physician. Drivers who fail the physical will not be permitted to drive until receiving medical clearance.

Record-Keeping and Confidentiality

- **Health Professional and Record Maintenance:** Medical examinations are conducted by approved, licensed health professionals. The professional maintains the original executed form and issues a certification copy to Freebee, which is placed in the employee's medical file. Freebee ensures that no driver operates a vehicle without a completed medical examination certificate dated within the past 24 months.
- **Retention of Medical Records:** All employee medical records are retained for a minimum of five years past employment, safeguarding the privacy and confidentiality of medical information in compliance with HIPAA regulations.

Return to Duty Examination

- **Procedure for Extended Absences:** A return to duty medical examination is required for any driver prior to returning to duty after having been off duty for thirty or more days due to an illness, medical condition, or injury. This ensures the driver is fit to resume their responsibilities safely.

These detailed policies and procedures reflect Freebee's commitment to maintaining the highest standards of health and safety for its drivers and passengers, aligning with regulatory requirements and best practices in the industry

Operating & Driving Requirements, (Rule 14.90.006, F.A.C.)

Compliance with Traffic Regulations

Freebee ensures all vehicles operate in strict compliance with local traffic laws, ordinances, and regulations. This commitment is bolstered by the deployment of onboard cameras and Internet of Things (IoT) systems, which monitor driving behavior, enforce speed limits, and ensure overall road safety, providing a secure environment for passengers and the public.

Driver License Suspension or Revocation Reporting

Freebee mandates immediate reporting of any driver's license suspension or revocation, not later than the end of the business day following receipt of such notice. The utilization of IoT technology aids in overseeing and ensuring prompt compliance with this policy, maintaining Freebee's operational integrity and public safety.

On-Duty and Driving Hours Monitoring

Freebee adheres to Rule 14-90.006, F.A.C., regulating on-duty and driving hours to prevent fatigue and ensure driver alertness. The company uses the driver-side Freebee application installed in every vehicle to validate timekeeping, monitor, and enforce compliance with these standards. This tech-forward approach adds another layer of accountability and ensures that drivers do not exceed the allowable hours of service, minimizing fatigue and enhancing alertness, thus promoting road safety and operational efficiency.

Employee Scheduling and Rest Periods

- Freebee's scheduling system meticulously ensures drivers do not exceed 12 hours of driving or 16 hours of on-duty time within a 24-hour period, mandating 8 hours of rest before resuming duty.
- Drivers on duty for 72 hours over seven consecutive days are required to take a 24-hour rest period before returning, ensuring they are well-rested and maintaining high safety standards.

Use of Onboard Cameras and Internet of Things (IoT) Systems

Freebee's use of onboard cameras and IoT systems plays a pivotal role in enhancing operational safety and compliance. Cameras provide real-time monitoring of driving practices and passenger interactions, while IoT devices track vehicle conditions, driving hours, and compliance with traffic laws. This technology aids in training, performance evaluation, and incident investigation, further solidifying Freebee's commitment to safety and excellence in service.

Freebee drivers are subject to regular background checks and training, and must at all times during their employment have a valid and legal Florida driver's license. They are

also required to complete a Pre-Shift Vehicle Safety Inspection Checklist to ascertain that the vehicles are in a safe and proper working condition.

For more information, see the **Vehicle Safety and Inspections** section for details on pre-operational and daily inspections and reporting that is required for drivers to identify defects and deficiencies.

See the **Vehicle Safety and Inspections** section for details on inspections that address the following parts and devices to ascertain that they are in safe condition and good working order:

- service brakes, parking brakes, tire and wheels, steering, horn, lighting devices, windshield wipers, rear mirrors, passenger doors, exhaust system, equipment for transporting wheelchairs, and safety, security, and emergency equipment.

See the **Vehicle Safety and Inspections** section for details on processes and procedures that exist to address and resolve deficiencies and record corrective actions for inspection findings.

Freebee rigorously incorporates the following required safety criteria within its operational procedures, driver's handbook, and driver training programs to ensure the highest safety standards:

- **Operation with Open Passenger Doors:** Freebee strictly prohibits the operation of any vehicle with any passenger door in the open position while passengers are on board, ensuring the safety of passengers during transit.
- **Lighting Requirements:** Adequate interior lighting and lighting in doorways or stepwells on any applicable Freebee vehicles are mandatory during hours of darkness. This provision ensures that passengers can safely enter and exit vehicles.
- **Passenger Positioning and Movement:** There is a strict prohibition against all passengers in all parts of all vehicles from being unseated or without proper securement while the vehicle is in motion. Additionally, passengers are not permitted to stand on any vehicles, ensuring passenger stability and safety during transit.
- **Driver Seat Belt Usage:** Freebee mandates that drivers be properly secured with a restraining belt in the driver's seat at all times while the vehicle is in motion, underscoring the importance of driver safety.
- **Wheelchair Passenger Security:** Proper securing of all wheelchair passengers in designated areas is required to prevent movement during transit, ensuring their safety and comfort. For more information, see the **Accessibility Vehicle Accommodation Specifications** subsection within the **Vehicle Equipment Standards & Procurement Criteria** section.
- **Unattended Passengers:** Vehicles must not be left unattended with passengers aboard for longer than fifteen (15) minutes. Furthermore, vehicles shall never be left unattended in an unsafe condition with passengers aboard, prioritizing passenger safety at all times.
- **Vehicle Use and Incident Procedures:** Freebee vehicles are to be used solely for purposes directed by management, with proper accident and incident procedures in place to address any emergencies effectively.

These safety criteria are embedded within Freebee's comprehensive safety culture, which includes the use of onboard cameras and IoT systems for real-time monitoring and enforcement. These technologies assist in ensuring that operational standards are met, enhancing the overall safety and security of Freebee's service.

Vehicle Equipment Standards & Procurement Criteria (Rule 14-90.007, F.A.C)

Vehicle Specifications

Freebee prides itself on reducing its carbon footprint by operating climate-friendly vehicles. In addition to eliminating carbon emissions, using a climate-forward fleet lowers operating costs and reduces air and noise pollution for residents. Based on the level of ridership projected and the service area road conditions, four different model vehicles are recommended for the on-demand service. All vehicles are GPS and video digitally monitored with a custom Internet of Things (IoT) module for safety, reporting, and compliance with the appropriate notifications. All vehicles are properly licensed and authorized to operate legally on public streets and right-of-way in compliance with all federal, state, and local laws and requirements. Freebee confirms that all manufacturers provide documentation for compliance with the National Mobility Equipment Dealers Association (NMED) and National Highway and Traffic Safety Administration (NHTSA) standards and requirements for strength and integrity tests. All vehicles purchased and operated are equipped in compliance with **Rule 14.90. 007, F.A.C.** with the following required features: mirrors, wiring & battery, brake interlock systems, standee line, handrail & stanchions, flooring, steps & thresholds, doors, emergency exits, tires & wheels, seat belts & fire extinguishers. Instructions for normal and emergency operations are displayed in all vehicles and easily accessible for all vehicle operators.

Freebee operates the following vehicle models:

Tesla Model

The Tesla Models are some of the safest SUV's ever built and provide a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV and has an interior with spacious seating with the largest all-glass panoramic windshield in production. The vehicles are rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla models will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- Long Range Battery: 250+ mile range
- Charging: 250kw max
- Interactive iPad and 17" In-Car Touch Screen
- 5 Passenger capacity
- Low, easy access into the vehicle
- 3 pt safety belts
- Integrated Backup Camera
- LED Headlights

- LED brake lights and signals
- Self-canceling turn signals
- Custom passenger-facing digital signage screen
- Back-up Camera
- Fire Extinguisher
- Spill kits
- * First Aid Kit
- Portable Red Reflector Safety triangles

Lightning Electric Zero Emission Ford Transit Passenger Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The fully accessible vehicle exceeds the requirements of the ADA. Each wheelchair-accessible vehicle (WAV) is consistently being upgraded for accommodations as the need is discovered and applicable. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality. It is important to note this is the only fully electric and ADA-compliant vehicle available within the US under 15 seats while maintaining a high NHTSA safety rating in accordance with the Federal Motor Vehicle Safety Standards (FMVSS) in addition to maintaining an Altoona testing certification by Penn State College of Engineering. Certification labels are made very visible in and on all Ford Transit vehicles for wheelchair lifts, ramps, and securement devices.

- Long Range Battery: 120+ mile range on a single charge
- Battery Capacity: 86W
- Top Speed: 65 MPH (Electronically Limited)
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera
- Fire Extinguisher
- Spill kits
- * First Aid Kit
- Portable Red Reflector Safety triangles

- Custom passenger-facing digital signage screen
- Interlock System

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED). Certification labels are made very visible in and on all Ford Transit vehicles for wheelchair lifts, ramps, and securement devices.

- * 4 ambulatory passenger seats
- * Integrated backup camera
- * Pre-collision automatic braking
- * Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- * Fire Extinguisher
- Spill kits
- * First Aid Kit
- Portable Red Reflector Safety triangles
- * Black heated power outside mirrors with blind spot warning indicators
- * Hands-free dual power sliding side doors with jam protection
- * Retractable row for additional seating when not in use for wheelchair accommodation.

Waev GEM e6

The GEM vehicle has a very welcoming, open-air vibe that is perfect for neighborhood communities. These vehicles come with full hard doors and roll-up windows in order to operate in rainy conditions. Even during rain events, passengers stay dry, and drivers continue providing the service. Each vehicle will be equipped with lithium-ion batteries that will provide 70 miles to charge and a level 2 charger for fast charging capabilities. We leverage our proprietary trade secrets learned through problem-solving to further increase the daily range and total lifespan of the vehicles. Freebee has developed the most efficient ways to operate, rotate and recharge vehicles in order to maximize battery longevity.

- * Full Hard Doors w/ Rollup Windows
- * Lithium Ion 12.4kWh Batteries (60-70 Mile Range)
- * Level 2 EVSE with J1772 connector
- * Interactive iPad and In-Car Video Screen
- * 5 Passengers + Driver
- * Top Speed: 26 MPH

- * All bucket seats
- * Legroom – 43 in
- * Adjustable seat sliders
- * 3 pt safety belts
- * Fire Extinguisher
- Spill kits
- * First Aid Kit
- Portable Red Reflector Safety triangles

In each service area, Freebee works with our partners for a full turn-key installation of Level II and Level III charging stations to optimize performance. The costs of installation are built into the monthly retainer and do not affect start-up and launch operation costs. This installation has the option for a more hands-on approach for the city staff and leadership if deemed reasonable.

Accessibility Vehicle Accommodation Specifications

The International Symbol of Access (ISA) Certification labels are made very visible in and on all accessible vehicles for wheelchair lifts, ramps, and securement devices. The ISA labels identify vehicles that comply with all the ADA requirements ranging from vehicle specifications to employee training.

All accessible Freebee vehicles utilize a Q'straint four-point retractor and tie-down securement system with a Q'straint shoulder strap to safely secure all passengers with a wheelchair or scooter. All wheelchair or scooter areas are no less than 45 in x 45 in (114.3 cm x 114.3 cm). All Freebee vehicles with ramps or lifts will have additional strap extensions onboard to accommodate various models of wheelchairs and scooters. These vehicles will also have a seatbelt cutter easily accessible to the Freebee employee for emergency situations. All devices with a non-detachable steering device or are not in the upright position thus obstructing or enabling an improper use of the shoulder strap and belt restraint are deemed to be unsafe for transportation.

Freebee utilizes fully automatic Federal Motor Vehicle Safety Standard VSS 403 compliant wheelchair ramp lifts compatible with all Lightning Van Freebee vehicles. The lift shall have been tested to a minimum static load of 2400 lbs. The lift shall have 800 lbs. or 1000 lbs. rated lifting capacity. Below are the features of the wheelchair ramp:

- The power supply shall be a 12-volt electro-hydraulic system operating 2 single-acting cylinders. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design.
- The hydraulic system shall be regulated by two separate relief valves, one designed to prevent accidental stowing when occupied. The hand control for lift operation shall be of a one-hand operation design made of durable plastic.
- The hand control will provide users with illuminated functions. The hand control cable shall be coiled. A manual backup system shall be provided to ensure the operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The backup system shall fold and unfold the platform.
- The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches and a minimum usable length of 51 inches requiring a 57-inch vertical clear door opening. The sides of the platform shall be a minimum of 2-1/2 inches high. The platform shall be automatically folded and

unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings and has a rubber leading edge and raised ribs for traction.

- The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements.
- Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4-inch minimum diameter, minimum 30 inches in height, a minimum of 8 inches in length, and withstand 100 lbs. of force in any direction (including vertical) without permanent deformation.
- The lift must have a failsafe system to prevent stowing if solenoid welds. The platform shall have "built-in" lighting to meet 404 platform lighting requirements with no auxiliary lighting.

Freebee utilizes a bi-fold wheelchair ramp compatible with all GEM Freebee vehicles. The lift shall have been tested to a minimum static load of 500 lbs. Relative to the slope of the road, the ramp has a 1:12 slope ratio or less. This means there is a one-inch rise in the ramp for every corresponding 12 inches. The width of the ramp is 32 inches wide to ensure all wheelchairs and scooters may fit.

Below are the features of the wheelchair ramp:

It is important to note that there is at least one (1) accessible Freebee vehicle in each service area at all times. The passenger may specifically request this vehicle through the RideFreebee mobile application or by calling the Freebee Dispatch number at (855) 918-3733.

Procurement

Only authorized persons may purchase equipment and supplies in the name of Freebee. No employee whose regular duties do not include purchasing may incur any expense on behalf of Freebee. Employees who purchase goods and services for Freebee must be familiar with and adhere to all Company policies on purchasing and fraud prevention. All expenses over the amount of \$1,000.00 must be pre-approved by the CEO.

Changing contractors requires sourcing various organizations offering the same product and service. Preferably a minimum of three (3) proposals are analyzed for review. The policy of obtaining a minimum of three (3) proposals may be waived should there be a lack of contractors offering the specialized service and/or product. All changes in contractors and purchases of goods or services over \$500.00 must be pre-approved by the CEO.

New vehicles shall be procured when the electric vehicle has reached its end of life or when otherwise required by contractual agreements. Most electric vehicle batteries on average offer a warranty for five (5) years. In addition to vehicle age and mileage, other replacement factors include life cycle maintenance costs and overall vehicle condition. The Fleet Safety Committee shall determine if a vehicle is taken out of service, replaced and/or disposed of.

Vehicle Safety Inspections (Rule 14.90.009, F.A.C.)

Freebee has implemented a **Pre-Shift Vehicle Safety Inspection Checklist** (see form in Appendix) that all operators must complete at the start of each shift to verify the operational and safety condition of the vehicles. This checklist, integral to ensuring vehicle safety, is accessible through the Freebee operator's user interface within the Freebee app, necessitating completion before the operator can access the ride request queue and commence service. Detailed records of these daily inspections are maintained by the Area Operations Manager for a period of no less than five years.

Should any defects or issues be identified during these inspections, the findings are reported to the Fleet Service Manager. A detailed record of the defect, along with the corrective measures taken and the associated work orders, are documented in the vehicle's individual file and recorded in the Freebee vehicle tracking system. Fleet Maintenance is tasked with overseeing all repair and maintenance efforts to guarantee adherence to safety protocols.

Moreover, Freebee conducts quarterly in-depth vehicle inspections performed by Operations Managers who possess at least one year of experience in vehicle maintenance or inspection roles. These inspections are more comprehensive, and the results are updated in the Freebee asset management dashboard.

Following the completion of Freebee's comprehensive orientation and training sessions—both in-person and virtual—Operations Managers ensure that each employee involved in performing safety inspections is proficient in identifying potential defects and is well-versed in the necessary procedures and tools required for conducting thorough inspections. This training includes the mandatory completion of the 'Rule 14-90' course provided by the Center for Urban Transportation Research (CUTR) or an equivalent course relevant to their operating region.

In the event of utilizing external contractors for maintenance work, Freebee ensures that these contractors are fully certified, licensed, and have undergone thorough background checks. The currently approved contractors include:

- GEM of Marco Island, Naples, FL
- GEM of Miami, Miami, FL
- Lightning eMotors, Loveland, CO
- Tesla Motors, Miami, FL
- In-Motion Mobility, Miami, FL

For any maintenance work conducted by these contractors, the Fleet Manager ensures rigorous inspection upon completion to confirm adherence to Freebee's maintenance standards.

The electronic submission of inspection reports into the Freebee asset management dashboard includes comprehensive details such as the inspector's identification, inspection date, vehicle information, and a list of inspected equipment, along with any identified defects or deficiencies. All records of safety inspections and subsequent corrective actions are retained for a minimum of five years for compliance purposes. The checklist for vehicle inspection covers a wide array of components.

Daily inspections include:

- Horn
- Windshield wipers
- Mirrors
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Emergency exits
- Tires and wheels
- Seat belts
- Safety equipment

-Equipment for transporting wheelchairs

In order to ensure the safety of the driver and all passengers, Freebee vehicle operators are trained to review the daily checklist and inspect the vehicle in the following times:

- Commencement of shift
- Change of vehicle from one driver to another
- Return of vehicle
- Securing of replacement vehicle
- End of shift

Quarterly Inspections include:

- Wiring and batteries
- Service and parking brakes
- Doors and interlock devices
- Stepwells and flooring
- Suspension system
- Steering system
- Exhaust system

Certification (Rule 14.90.010, F.A.C.)

The company shall annually submit a safety and security certification to the Department of Transportation. The certificate shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Chapter 14-90.
- Compliance with its adopted SSPP and SPP.
- Performance of safety inspections on all vehicles operated by the system in accordance with Chapter 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date. Management is responsible for ensuring that personnel are following the requirements of the SSPP. Periodic audits are completed by the Management team for the transit personnel and drivers.

The certificate shall include:

1. The name and address of the company, and the name and address of the entity(ies) who performed vehicle safety inspections and security assessments during the prior calendar year, if different from that of the vehicle transportation system.
2. A statement signed by the owner or person directly responsible for management of the vehicle transit system attesting to compliance with Chapter 14-90.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a Demolition Design Contract with Chen Moore and Associates in the amount of \$77,350.00, in order to continue with Phase II of Town Hall demolition. Enclosed are the demolition plans.

DESCRIPTION:

Consideration and Approval to proceed with Phase II Tasks 2-4 Demolition Design for existing Town Hall site prepared by Chen Moore and Associates, Inc., in the amount of \$77,350.00. Town hall site does not have existing plans, in order to safely demolish the building with the exception of the Sewer Pump Station and Gas pump station, the Town needs a demolition design.

Phase I of the demolition design has already been approved for the amount of \$50,000 and comprised the topographic survey, 3D laser scanning, and associated preliminary site visits/assessments. The total cost of Phase I work was \$43,850.00 leaving an approved carry over of \$6,180.00 that will be applied to Phase II costs of \$77,350.00. Phase I work will begin the week of February 18, 2024.

Phase II (tasks 2-4 below) shall encompass the balance of the demolition design work and shall total \$77,350.00. Phase II work shall begin immediately following completion of Phase I.

Tasks 2-4

- Demolition Documents, Plans Preparation, Permitting and Approvals and Limited Demolition Admin. Support Services.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Phase II total is \$77,350.00. Phase II funds will come from account 301.5190.400062.000, which has a total available balance of \$246,921.96

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	23-0326.P0001.06 - Town Hall Demolition Plans_CMA Civil Fee proposal REV02 - PH-I 021224
2.	23-0326.P0001.06 - Town Hall Demolition Plans_CMA Civil Fee proposal REV02 PH-II 021224

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



January 17, 2024 (Revision 02 – 2/12/24)

SENT VIA E-MAIL (rcarrerosantana@bayharborislands-fl.gov)

Mr. Rodney Carrero-Santana, P.E.
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Subject: Town of Bay Harbor Islands – Town Hall Demolition Plans – Phase-I - Civil Engineering
CMA Proposal No. 23-0326.P0001.06R2**

Dear Mr. Carrero-Santana:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project at the Town Hall Facilities at the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town of bay Harbor Islands has expressed interest in demolishing the existing Town Hall and Public Works facilities, in order to make way for a new facility (to be designed by others, at a later date – not a part of this scope of work). The existing sanitary sewer pump station, controls, existing standby generator, associated diesel fuel tank, electrical power vault room, existing gasoline pumps and underground gas tank and existing maintenance yard south wall are to remain in place and in service during the demolition activities and beyond. Additionally, the existing restrooms adjacent to the pump station area are to remain and with electrical service for use as potential storage rooms. However, the water and sewer services to those restrooms are to be capped off. The demolition items on the site shall include all other building structures, existing utilities, parking spaces, landscaped islands, miscellaneous structures and more, which will require demolition plans preparation.

The Town does not have any floor plans of the existing structures to be demolished. As a result, CMA is presenting this proposal to address the first tasks (Phase-I) associated with the preparation of the demolition plans. Phase-I includes the remaining site survey, 3D laser Scanning of the portions of the building interiors that are to remain and associated site visits and exploratory assessments for this work. The following proposal shall address the Phase-I component of the Town's request.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Executive Vice President
Senior Project Manager /Principal Engineer – Gregory Mendez, P.E.
Associate Engineer – Arnaldo Roman, E.I.
Senior CAD Technician – Andres Aristazabal
Senior Construction Specialist – Jose McCray

Sub-consultants for this Project

- Surveying – Longitude Surveyors, Inc.
- Electrical Engineering – Smith Engineering Consultants, Inc.
- Structural Engineering – MUEngineers, Inc.

SCOPE OF SERVICES

The scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Site Reconnaissance and Existing Assessments (Approx. 21 days from NTP)

- Consultant shall utilize a combination of client provided survey information and GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, cable, electrical power, etc. as appropriate to acquire existing information.
- Consultant shall perform site visits, as necessary, to assess the existing conditions, familiarize themselves with the site and obtain any data required for the development of the plans.
- Coordination with the franchise utility owners as required to facilitate the disconnects and/or removals of existing facilities to accommodate the demolition.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall closely coordinate with the client and authorities having jurisdiction.
- Consultant shall perform a topographic survey of the site and a 3D laser scan of the structures to remain.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project is a two (2) phase project. This proposal is for the Phase-I tasks only as described herein. A proposal for Phase-II shall be provided separately, as requested by the Town.
- All project management and communications shall be undertaken by the prime consultant.
- No environmental exploration, engineering or permitting of any kind is included.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by Town includes the following:

- Copies of all relevant data, including correspondence, plans or any other information in the Town's possession which may be beneficial to the work to be performed by Consultant.
- An official Notice to proceed (NTP) or work order from the Town of Bay Harbor Islands.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ 5-1000-23 Engineering and Architectural Consulting Services Continuing Contract. The total lump sum fees for this project are as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Total Fees</u>
1	Site Reconnaissance and Existing Assessments	\$9,350.00	\$9,350.00
	Civil Engineering Subtotal	\$9,350.00	\$9,350.00
	Sub-consultants		
	Surveying – Longitude Surveyors, Inc.	\$25,000.00	\$25,000.00
	Electrical Engineering – Smith Engineering Consultants, Inc.	\$5,000.00	\$5,000.00
	Structural Engineering – MUEngineers, Inc.	\$4,500.00	\$4,500.00
	Sub-Consultants Subtotal	\$34,500.00	\$34,500.00
	TOTAL	\$43,850.00	\$43,850.00

(Phase-I shall be comprised of the topographic survey, 3D laser scanning and associated preliminary site visits/assessments. Phase-II shall be the balance of the work and shall be addressed via a separate proposal)

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Continuing Services Agreement for Professional Engineering Services

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Principal Engineer / Miami Office Leader

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Town Hall Demolition Plans – Phase-I**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Rodney Carrero-Satana, P.E. - Town Engineer**
Client Address: **9665 Bay Harbor Terrace, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 886-6241 / M(786) 256-8965**
Client E-mail: **rcarrerosantana@bayharborislands-fl.gov**

CMA Project No. **23-0326.P0001.06R2**
Agreement Date: **January 17, 2024 (Rev.02 2/12/24)**

FEE: Lump Sum of **\$43,850.00**

(Phase I shall be comprised of the topographic survey, 3D laser scanning and associated preliminary site visits/assessments. Phase II shall be the balance of the work and shall be addressed via a separate proposal)

Notice to Owner: Town of Bay Harbor Islands is the Owner of the site.

The undersigned agree to the afore-mentioned scope of work. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

Authorized Signature

Print Name/Title

Date

Town Hall Demolition Plans - Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates

Position	Name & (Company)		Hourly Rate	Task 1 - Site Reconnaissance and Existing Assessments								Hrs	\$	Total Labor (Sum 2-6)	Multiplied Costs (1 X 7)
				Hrs	\$									Hours	\$
Civil Engineering			\$	[1]	[2]							[6]	\$	[7]	[8]
Principal	Peter Moore, PE (CMA)		\$ 400.00		\$ -								\$ -	0.00	\$0.00
Project Director	Jose Acosta, PE (CMA)		\$ 400.00		\$ -								\$ -	0.00	\$0.00
Sr. Project Manager/Principal Engineer	Gregory Mendez, PE (CMA)		\$ 240.00	16.00	\$ 3,840.00								\$ -	16.00	\$3,840.00
Associate Engineer	Arnaldo Roman, EI (CMA)		\$ 130.00	32.00	\$ 4,160.00								\$ -	32.00	\$4,160.00
Senior Designer	Andres Aristazabal (CMA)		\$ 150.00	8.00	\$ 1,200.00								\$ -	8.00	\$1,200.00
Clerical	Alicia Quero (CMA)		\$ 75.00	2.00	\$ 150.00								\$ -	2.00	\$150.00
Sr. Construction Specialist	Jose McCray, Sr. (CMA)		\$ 140.00		\$ -								\$ -	0.00	\$0.00
													\$ -		
Sub-totals				58.00	\$ 9,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	58.00	\$9,350.00

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Mileage			\$ -
Total Labor and Direct Expenses =		\$9,350.00	\$ 9,350.00

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Expenses			
Permits			\$ -
Copies			\$ -
			Reimbursable Expense \$ -

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposal Summary

Company	Discipline	Total
Chen Moore and Associates	Civil	\$9,350.00
Survey (Longitude Surveyors, LLC)	Survey	\$25,000.00
Electrical Engineering (Smith Electrical Consultants, Inc.)	Electrical	\$5,000.00
Structural Engineering (MUEngineers, Inc.)	Structural	\$4,500.00
Subconsultants Subtotal		\$34,500.00
REIMBURSABLE EXPENSES ALLOWANCE		\$ -

Total of Labor, Direct Expenses, and Reimbursable Expenses \$43,850.00

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



January 17, 2024 (Revision 02 - 02/12/24)

SENT VIA E-MAIL (rcarrerosantana@bayharborislands-fl.gov)

Mr. Rodney Carrero-Santana, P.E.
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Subject: Town of Bay Harbor Islands – Town Hall Demolition Plans - Phase II - Civil Engineering
CMA Proposal No. 23-0326.P0001.06R2**

Dear Mr. Carrero-Santana:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project at the Town Hall Facilities at the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town of bay Harbor Islands has expressed interest in demolishing the existing Town Hall and Public Works facilities, in order to make way for a new facility (to be designed by others, at a later date – not a part of this scope of work). The existing sanitary sewer pump station, controls, existing standby generator, associated diesel fuel tank, electrical power vault room, existing gasoline pumps and underground gas tank and existing maintenance yard south wall are to remain in place and in service during the demolition activities and beyond. Additionally, the existing restrooms adjacent to the pump station area are to remain and with electrical service for use as potential storage rooms. However, the water and sewer services to those restrooms are to be capped off. The demolition items on the site shall include all other building structures, existing utilities, parking spaces, landscaped islands, miscellaneous structures and more, which will require demolition plans preparation. The following proposal shall address the Town’s request.

Note: The Town does not have any floor plans of the existing structures to be demolished. As a result, CMA has provided a distinct and separate proposal for the Phase-I portion of this project which is being approved and administered administratively. The Phase-I tasks include the remaining site survey, 3D Laser Scanning of the portions of the building interiors that are to remain and associated site visits and exploratory assessments for this work. Similarly, CMA is utilizing our sub-consultants for the electrical engineering and structural engineering work, Smith Engineering Consultants, Inc. and MUEngineers, Inc., respectively, in accordance with our continuing services contract.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Executive Vice President
Senior Project Manager /Principal Engineer – Gregory Mendez, P.E.
Associate Engineer – Arnaldo Roman, E.I.
Senior CAD Technician – Andres Aristazabal
Senior Construction Specialist – Jose McCray

Sub-consultants for this Project

- Electrical Engineering – Smith Engineering Consultants, Inc.
- Structural Engineering – MUEngineers, Inc.

SCOPE OF SERVICES

The scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 2 – Demolition Documents – Plans Preparation (Approx. 30 days from completion of Task 1)

- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the survey and on the acquired as-built information.

Demolition Plans

- Consultant shall commence the development of the demolition plans, to be closely coordinated with the client and authorities having jurisdiction, during this phase.
- Consultant shall engage in close coordination with the client to ensure project criteria is met.
- Attendance at up to two meetings with the Client.
- Demolition plans preparation.
- Required minor landscaping (note: irrigation design is not included in this proposal and may be added as an additional service at the client's request).
- Pre-submittal meetings with related permitting agencies as necessary.
- Consultant shall include all general notes, recommending any minimum requirements for the demolition contractor.

Task 3 – Permitting and Approvals (Duration Varies – Assume min. 30 days)

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
 - Miami-Dade County – Department of Environmental Resource Management (DERM) (as required)
 - Miami-Dade Water & Sewer Department

- City of Miami Fire Department
- Town of Bay Harbor Islands Building Department
- Town of Bay Harbor Islands Public Works Department
- Consultant shall revise plans and coordinate permit resubmittals.

Task 4 – Limited Demolition Administration Support Services (approximately 8 weeks)

- Consultant shall attend one pre-demolition meeting, as arranged by the client.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Consultant shall perform up to four (4) site visits, as required, for coordination purposes. It is assumed that overall demolition of the project shall be approximately 8 weeks.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project is a two (2) phase project. The first phase (via separate work order, not included in this proposal) is to complete the survey, 3D laser scanning and site visit/exploratory assessments. This proposal is for the balance of the demolition work – Phase-II.
- All project management and communications shall be undertaken by the prime consultant.
- Access to the pump station, electrical vault room, existing standby generator and associated diesel fuel tank must be maintained at all times during the demolition activity and afterwards. The existing asphalt pavement areas on the north and south sides of the pump station and vault shall remain in place.
- Off-site improvements including turn lanes, median improvements, water/sewer main modifications, or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is specifically not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included.
- Client/Design-Builder to pay all required permit fees.
- demolition staging plans and/or maintenance of traffic plans are not included in this scope.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to obtain permits for demolition.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by Town includes the following:

- Copies of all relevant data, including correspondence, plans or any other information in the Town's possession which may be beneficial to the work to be performed by Consultant.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- An official Notice to proceed (NTP) or work order from the Town of Bay Harbor Islands.

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ 5-1000-23 Engineering and Architectural Consulting Services Continuing Contract. The total lump sum fees for this project are as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Total Fees</u>
2	Demolition Documents – Plans Preparation	\$22,710.00	\$22,710.00
3	Permitting and Approvals	\$8,470.00	\$8,470.00
4	Limited Demolition Admin. Support Services	\$11,170.00	\$11,170.00
	Civil Engineering Subtotal	\$42,350.00	\$42,350.00
	Sub-consultants		
	Electrical Engineering – Smith Engineering Consultants, Inc.	\$20,000.00	\$20,000.00
	Structural Engineering – MUEngineers, Inc.	\$10,000.00	\$10,000.00
	Sub-Consultants Subtotal	\$30,000.00	\$30,000.00
	Reimbursables Allowance	\$5,000.00	\$5,000.00
	TOTAL	\$77,350.00	\$77,350.00

(Phase II shall be the balance of the work required to complete the demolition activities, inclusive of a \$5,000.00 Reimbursables allowance)

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Continuing Services Agreement for Professional Engineering Services

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Principal Engineer / Miami Office Leader

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500



AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Town Hall Demolition Plans – Phase II**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Rodney Carrero-Satana, P.E. - Town Engineer**
Client Address: **9665 Bay Harbor Terrace, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 886-6241 / M(786) 256-8965**
Client E-mail: **rcarrerosantana@bayharborislands-fl.gov**

CMA Project No. **23-0326.P0001.06R2**
Agreement Date: **January 17, 2024 (Rev.02 02/12/24)**

FEE: Lump Sum of **\$72,350.00** (+ a \$5,000.00 Reimbursables allowance)
(Phase II shall be the balance of the work required to complete the demolition activities,
inclusive of a \$5,000.00 Reimbursables allowance)

Notice to Owner: Town of Bay Harbor Islands is the Owner of the site.

The undersigned agree to the afore-mentioned scope of work. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

Authorized Signature

Print Name/Title

Date

Town Hall Demolition Plans - Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates

Position	Name & (Company)		Hourly Rate			Task 2 - Demolition Documents - Plans Preparation		Task 3 - Permitting & Approvals		Task 4 - Limited Demolition Admin. Support Services				Total Labor (Sum 2-6)	Multiplied Costs (1 X 7)
						Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hours	\$
			\$												
Civil Engineering			[1]			[3]		[4]		[5]		[6]		[7]	[8]
Principal	Peter Moore, PE (CMA)		\$ 400.00				\$ -		\$ -		\$ -		\$ -	0.00	\$0.00
Project Director	Jose Acosta, PE (CMA)		\$ 400.00				\$ -		\$ -		\$ -		\$ -	0.00	\$0.00
Sr. Project Manager/Principal Engineer	Gregory Mendez, PE (CMA)		\$ 240.00			20.00	\$ 4,800.00	8.00	\$ 1,920.00	8.00	\$ 1,920.00		\$ -	36.00	\$8,640.00
Associate Engineer	Arnaldo Roman, EI (CMA)		\$ 130.00			40.00	\$ 5,200.00	40.00	\$ 5,200.00	16.00	\$ 2,080.00		\$ -	96.00	\$12,480.00
Senior Designer	Andres Aristazabal (CMA)		\$ 150.00			80.00	\$ 12,000.00	8.00	\$ 1,200.00	2.00	\$ 300.00		\$ -	90.00	\$13,500.00
Clerical	Alicia Quero (CMA)		\$ 75.00			2.00	\$ 150.00	2.00	\$ 150.00	2.00	\$ 150.00		\$ -	6.00	\$450.00
Sr. Construction Specialist	Jose McCray, Sr. (CMA)		\$ 140.00			4.00	\$ 560.00		\$ -	48.00	\$ 6,720.00		\$ -	52.00	\$7,280.00
													\$ -		
Sub-totals				0.00	\$ -	146.00	\$ 22,710.00	58.00	\$ 8,470.00	76.00	\$ 11,170.00	0.00	\$ -	280.00	\$42,350.00

Summary of Direct Expenses

Units	No. of	\$/Unit	Total
Mileage			\$ -
Total Labor and Direct Expenses =		\$42,350.00	\$ 42,350.00

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	\$/Unit	Total
Applicable Expenses			
Permits			\$ -
Copies			\$ -
Reimbursable Expense			\$ 5,000.00

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposal Summary

Company	Discipline	Total
Chen Moore and Associates	Civil	\$42,350.00
Electrical Engineering (Smith Electrical Consultants, Inc.)	Electrical	\$20,000.00
Structural Engineering (MUEngineers, Inc.)	Structural	\$10,000.00
Subconsultants Subtotal		\$72,350.00
REIMBURSABLE EXPENSES ALLOWANCE		\$ 5,000.00

Total of Labor, Direct Expenses, and Reimbursable Expenses \$77,350.00

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a Resolution for the Fourth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to May 31, 2024, for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the proposed resolution and the Lease Extension agreement.

DESCRIPTION:

At the June 14, 2023 Town Council Meeting, the Council approved a First Extension of the Lease Agreement with Sunshine Gasoline Distributors, Inc. that was set to expire on July 31, 2023. On September 30, 2023, a second extension of 60 days was granted; a third extension was granted to February 24, 2024, November 8, 2023. This request is for a Fourth Extension of 90 days to allow the Town and the property owner to negotiate the terms of a new lease agreement.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There will be approximately \$9,000 to \$10,000 a month of revenues.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution approving 4th Lease Extension Agreement SGD TBHI(56847939.1)
2.	Fourth Lease Extension Agreement SGD Bay Harbor(56850234.1)

RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL OF THE FOURTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (“Town”) and Sunshine Gasoline Distributors, Inc., a Florida corporation (“Lessee”) entered into a Lease Extension Agreement on or about July 6, 2023; and

WHEREAS, the Lease is set to expire on February 29, 2024; and

WHEREAS, the Town and Lessee desire to extend the term of the Lease by three months through May 31, 2024, while actively working on a long-term extension of the Lease; and

WHEREAS, the Town Council hereby finds the Fourth Lease Extension Agreement between the Town and Lessee, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and Lessee.

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 hereby approves and adopts the Fourth Lease Extension Agreement between the Town and the Lessee attached hereto as Exhibit A.

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

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of February 2024

ELIZABETH TRICOCHE, MAYOR

ATTEST:

**_____
YVONNE P. HAMILTON, TOWN CLERK**

APPROVED AS TO FORM:

**_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.**

FOURTH LEASE EXTENSION AGREEMENT

THIS FOURTH LEASE EXTENSION AGREEMENT (the "Agreement") made this _____, **SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation**, whose business address is 1650 NW 87th Avenue, Miami, Florida 33172 (the "Lessee") and the **TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation** (the "Lessee"). This Agreement shall be effective on the day this Agreement is signed by both Lessor and Lessee.

WITNESSETH

WHEREAS, by that certain Amended and Restated Lease dated on or about August 1, 2008, as amended and/or modified (the "Lease"), Lessor demised and leased unto Lessee a parcel of land situated in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida more particularly described as: **1501 Broad Causeway, Bay Harbor Islands, Florida 33154 operating as a motor fuel service station and convenience store** (the "Premises"); and

WHEREAS, the Lessor and Lessee entered into that certain Lease Extension Agreement on or about November 30, 2023; and

WHEREAS, the Lease is set to expire on February 29, 2024; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease while actively working on a long-term extension of the Lease; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, and the mutual covenants and promises herein contained, it is hereby agreed that:

1. The Lease term is hereby extended through and including May 31, 2024.
2. This Agreement solely extends the term of the Lease as stated above. All of the terms and conditions of the Lease, as amended and/or modified, are hereby ratified and confirmed by the parties hereto and the same is declared to be a present, valid and subsisting lease covering the premises herein described.
3. Lessor and Lessee further acknowledge that they were each given an opportunity to seek counsel in connection with the negotiation and execution of this Agreement and have either sought the advice of counsel or voluntarily chosen not to seek the advice of counsel.

[EXECUTIONS AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

Lessor's Initials: _____

Lessee's Initials: _____

IN WITNESS WHEREOF, the parties hereto have duly signed or caused these presents to be signed the day and year first above written.

LESSEE

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida corporation

LESSOR

TOWN OF BAY HARBOR ISLANDS

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
GREENSPOON MARDER LLP
Town Attorneys

Joseph S. Geller

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 14.

ITEM: Ratification of Approval of emergency authorization in accordance with Section 2-1.3 of the Town's Emergency Procurements provisions for the Shepard Broad Causeway Bridge. Further approving Change Order No. 2 to a contract between the Town and Engineering Control Systems, Corp. dated February 2, 2023 for an approximate amount of \$347,545.00, which includes \$22,651.00 for repair design and approximately \$324,894.00 for the additional construction work. Enclosed are the supporting documents.

DESCRIPTION:

Ratification and Approval of Emergency Authorization in accordance with the Town Procurement Provisions for the Shepard Broad Causeway Bridge.

The Town entered an agreement with Engineering Control Systems, Corp. on 02/28/23 to perform repairs on the Project BC-158 Broad Shepard Causeway Bridge # 875101 for the amount of \$2,868,537.00

During an FDOT routine bridge inspection on 01/12/24 of the Broad Causeway Bridge #875101 several critical deficiencies were found by the FDOT consultant inspection team from the beginning of the south lane in the west towards the east direction of the bridge up to near the movable section of the bridge. The deficiencies were located on several locations at Pier Cap 9 and Pier cap 6. These deficiencies required immediate action and repair.

The Critical Findings repair consists of two portions - one is for the new design for repairs of approximately \$22,651.00 and the second is for construction of repairs for approximately \$324,894.00. Therefore, the Change Order No. 2 is for an approximate amount of \$347,545.00

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

\$1,529,000.00 has been allocated in the Fiscal Year 2023-2024 adopted budget for the Rehabilitation of Shepard Broad Causeway Bridge project No. BC-158, within the Causeway Fund in Account No. 401.5415.400063.000. The amount of \$347,545.00 is being requested for services needed by Engineering Control Systems, Corp and BCC Engineering, under the scope of services described above. The appropriation will be within the same line item, 401.5415.400063.000, by reallocating funds from project BC-162 Waterway Bridge, which has an adopted budget of \$2,108,000.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1.	Revised Change Order 021624
2.	Bridge 875101 Pedestal Repairs Design Cost 020724
3.	Critical Findings Pier 9 6 Picture Collage 011224



Engineer Controls Systems, Corp.

12550 Biscayne Blvd., Suite 800 / North Miami, FL 33181 - Tel #: (305) 895-4376 - Fax #: (305) 895-0019

Broward Co. CC# 00-1649 – W Florida DBPR CGC 007494

February 12 2024

Marcello D'Andrea

BCC Engineering
12444 W. Atlantic Boulevard
Coral Springs, FL 33071

RE : EMERGENCY REPAIRS

Broad Causeway Bridge 875101
Request for Change Order Revised

Dear Mr. D'Andrea:

We are pleased to offer the following proposal to perform the repairs to Bridge Pier Caps Pier 6, Pier 9 and Pier 22 as detailed in the plans prepared by BCC Engineering, LLC signed and sealed on January 24, 2024.
Sheets No. R-1, R-2, R-3 and R-4.

Attached please find the cost spreadsheet and corresponding back up.

TOTAL \$ 324,893.86

We estimate approximately 12 weeks to complete the work.

We are also requesting a 12 week time extension without additional compensation to perform this work.

Let me know how you wish to proceed and if you have any questions or need any clarifications.

Sincerely,

Frank Zayas, President

cc. Angie Zayas, VP ECS

ENGINEER CONTROL SYSTEMS, CORP.

Date February 08 2024

BC-158 Broad Causeway Bridge 875101

Item	EQUIPMENT :	Rate Hours/ Ea	Rental Fee	Qty	Hours/ Qty. Required	Total Weeks/ Number	Total
1	Dumpster Concrete	\$450.00		1.00			\$ 450.00
2	Loader	\$36.00		1.00	4		\$ 144.00
3	Work Truck per week	\$250.00		1.00		9.00	\$ 2,250.00
4	Air Compressor	\$348.00		1.00		9.00	\$ 3,132.00
5	Pontoon Boat	\$22.00		1.00	450		\$ 9,900.00
6	Barges	\$19.00		2.00	450		\$ 17,100.00
7	Mis. Tools Drill Bits, etc.	\$500.00		LS			\$ 500.00
8	Scaffolds	\$26.00		1.00	450		\$ 11,700.00
6	TOTAL EQUIPMENT						\$ 45,176.00
	EQUIPMENT						\$ 45,176.00

	LABOR :	Per Hour Wage Rate	Hours	Qty.		Total
1	Foreman	\$42.40	450.00	1.00		\$ 19,080.00
2	Bridgte Carpenter	\$38.90	380.00	4.00		\$ 59,128.00
	Sub Total Labor					\$ 78,208.00
	47 % Labor Burden					\$ 36,757.76
	Total Labor					\$ 114,965.76

Item	MATERIALS	Quote	Qty.	Months	Total Quantity	Total
1	W. B. Equipment jack System	\$4,085.00	Month	3		\$ 12,195.00
2	White Cap \$ Rebar Coupler	\$3,500.00	LS			\$ 3,500.00
3	Amazon Rubber Co.	\$2,200.00	LS			\$ 2,200.00
4	Stainless Steel Plates	\$3,850.00	LS			\$ 3,800.00
5	Sika 211 Epoxy Grout	\$575.00	CuFt		162.00	\$ 93,150.00
	Sales Tax on 1,2,3,4 above					\$ -
	TOTAL Materials					\$ 1,518.65
						\$ 116,363.65

TOTAL ABOVE	\$ 276,505.41
17.5% Overhead and Profit	\$ 48,388.45
SUB TOTAL	\$ 324,893.86

TOTAL PROJECT	\$ 324,893.86
---------------	---------------



GETTING THERE JUST GOT EASIER

February 7, 2024

Rodney Carrero-Santana, PE, CFM, LEED AP
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, FL 33154

RE: BC-158 Broad Causeway Rehabilitation - Additional Structural Services (Urgent Pedestal Repairs)

Dear Mr. Carrero-Santana,

We are pleased to present this proposal for additional structural engineering services required to develop the urgent pedestal repair procedures for the above-referenced project. BCC Engineering, LLC has been under contract and acting as the Engineer of Record responsible for Post Design support services during construction of the subject project. Our Post Design Services were originally authorized under Task Work Order No. 5 that also included Design Plans and Specs, Environmental Services, and CEI Services. The Post Design Services scope for the original contract consisted of typical minor activities such as responding to Requests For Information, meetings, and site visits.

However, on January 12, 2024, BCC Engineering, LLC (BCC) was notified that after an FDOT inspection, “critical deficiencies” consisting of concrete pedestal/cap spalls and delaminations directly below several girder bearings. One of the deficiencies required closure of the eastbound outside travel lane for safety considerations. As a result, the Town of Bay Harbor Islands requested that BCC prepare repair details for these deficiencies. This requested work is outside BCC’s original contract scope for Post Design Services and would exceed the remaining budget for Post Design Services. As a result, the purpose of this proposal is to capture the engineering effort required to address these critical deficiencies.

The required Scope of Services includes:

- Field Visits/Data Collection – Review the FDOT, Contractor, and CEI findings. Perform an initial field visit to survey the damaged areas. Perform additional field visits as needed, such as to observe the concrete excavation/removal and other key construction steps and provide additional on-site support during construction.
- Analysis and Evaluation – Analyze bridge loading, confirm jack locations (check diaphragm capacity, calculate jack loads), confirm live lane load location to minimize disruption and provide repair quality.
- Plans Detailing – Plans Production. Develop repair details for Interior and Exterior deficiency. Develop sections, details, notes, repair sequence. Consider cost effectiveness, scope, and materials already approved for use on the contract.

BCC proposes to provide the described Additional Services on a Lump Sum basis for a fee of **\$22,651.00**. Please see the attached Estimate of Work Effort and Cost, Exhibit A.

We hope that this meets with your approval. Thank you and please feel free to contact our office should you have any questions or require any additional information.

Respectfully,



Bob Forand, PE
Vice President – Structures Practice
BCC Engineering, LLC

EXHIBIT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:
County:
FPN:
FAP No.:

REPAIR AT BRIDGE 875101 TOWN OF BAY HARBOR ISLANDS
Miami-Dade County

Consultant Name: BCC Engineering
Consultant No.:
Date: 2/7/2024
Estimator: **Bob Forand**

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Engineer	Engineering Intern	Chief Designer	CADD Technician	Senior Inspector	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$258.76	\$237.13	\$203.41	\$114.65	\$132.42	\$109.25	\$128.00			
1. Field Survey/Data Collection	48	0	24	24	0	0	0	0	48	\$10,573	\$220.27
2. Analysis and Evaluation	28	1	10	17	0	0	0	0	28	\$6,088	\$217.43
3. Plans Detailing	24	0	1	8	0	5	10	0	24	\$3,619	\$150.79
4. Technical Specifications	0	0	0	0	0	0	0	0	0	\$0	-
5. Quantities and Cost Estimate	0	0	0	0	0	0	0	0	0	\$0	-
6. Specifications Package	0	0	0	0	0	0	0	0	0	\$0	-
7. Bid Support	0	0	0	0	0	0	0	0	0	\$0	-
12. Quality Control	5	0	5	0	0	0	0	0	5	\$1,186	\$237.13
13. Supervision	5	0	5	0	0	0	0	0	5	\$1,186	\$237.13
Total Staff Hours	110	1	45	49	0	5	10	0	110		
Total Staff Cost		\$258.76	\$10,670.85	\$9,967.09	\$0.00	\$662.10	\$1,092.50	\$0.00		\$22,651.30	\$205.92

Check = \$22,651.30

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

TOTAL ESTIMATED FEE:

\$22,651.00

REPAIRS AT BRIDGE 875101 TOWN OF BAY HARBOR ISLANDS

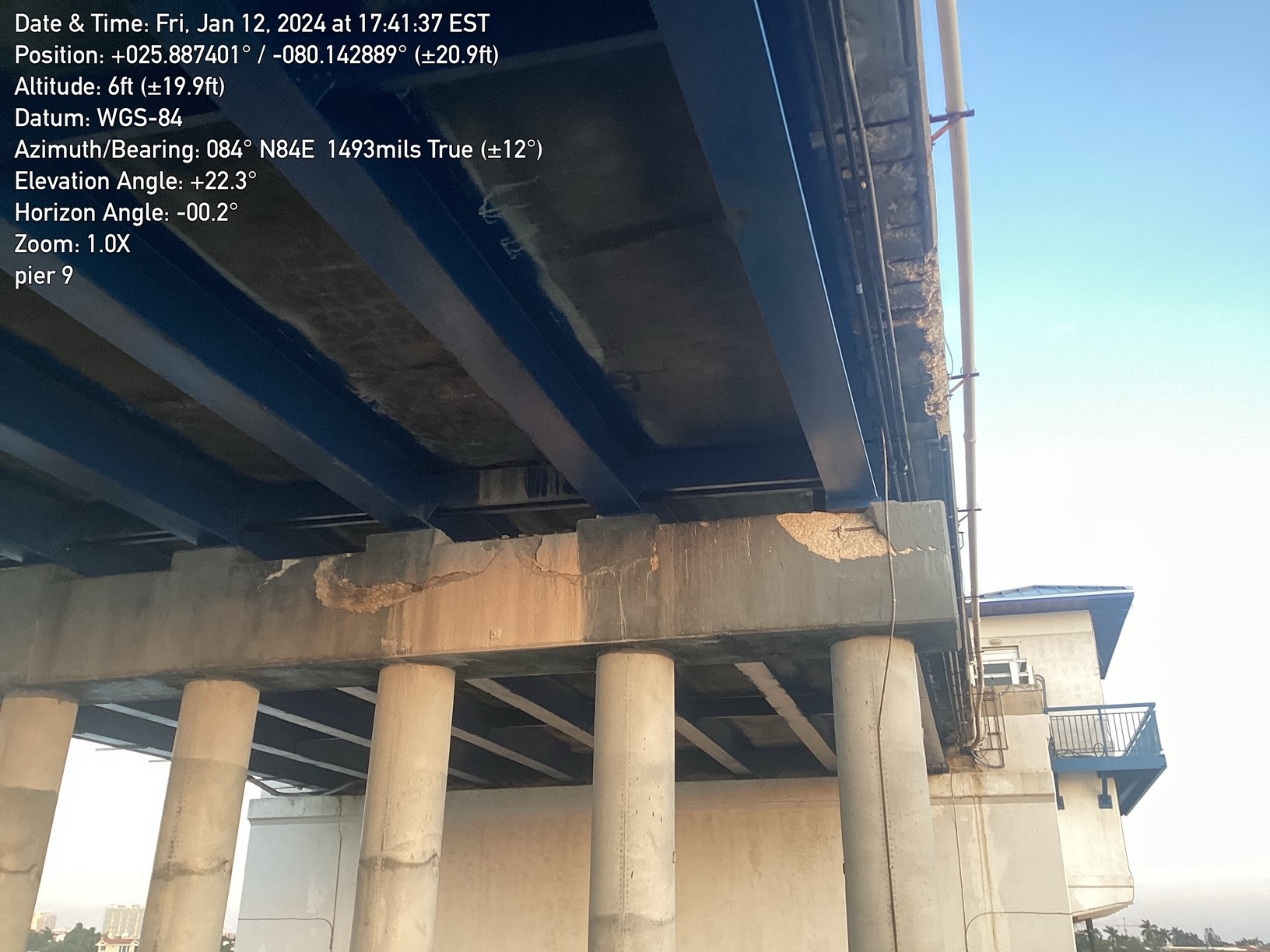
Consultant Name: BCC Engineering
Consultant No.:
Date: 2/7/2024

ACTIVITY : Bridge 875101 Pedestal Repairs

TASK	BASIS OF ESTIMATE	NUMBER OF UNITS	HOURS PER UNIT	NUMBER OF SHEETS	TOTAL HOURS	REMARKS
1. Field Survey/Data Collection	Each	3	16	0	48	Review FDOT reports/findings. Perform initial field assessment, collect and compile data, internal meetings. 2 staff @8hrs each subtotal 16 hrs. Follow-up field visits (during concrete removal, follow up as needed), review updated 2024 FDOT report, based effort on 2 visits, 2 staff @ 8hrs subtotal 32 hrs. Total: 48 hrs
2. Analysis and Evaluation	Each	1	28	0	28	Analyze bridge loading, confirm jack locations (check diaphragm capacity, calculate jack loads), confirm live lane load location to minimize disruption and provide repair quality.
3. Plans Detailing	Sheet	1	24	3	24	Plans Production. Develop repair details for Interior and Exterior deficiency. Develop sections, details, notes, repair sequence.
4. Technical Specifications	Each	0	0	0	0	N/A
5. Quantities and Cost Estimate	Each	0	0	0	0	N/A
6. Specifications Package	Each	0	0	0	0	N/A
7. Bid Support	Each	0	0	0	0	N/A
		0	0	0	0	
		0	0	0	0	
		0	0	0	0	
		0	0	0	0	
SUBTOTAL				3	100	
12. Quality Control	5.00%		5		5	
13. Supervision	5.00%		5		5	
TOTAL					110	



Date & Time: Fri, Jan 12, 2024 at 17:41:28 EST
Position: +025.887348° / -080.142943° (± 22.4 ft)
Altitude: 5ft (± 25.5 ft)
Datum: WGS-84
Azimuth/Bearing: 068° N68E 1209mils True ($\pm 12^\circ$)
Elevation Angle: +11.7°
Horizon Angle: -02.0°
Zoom: 1.0X
pier 9



Date & Time: Fri, Jan 12, 2024 at 17:41:37 EST
Position: +025.887401° / -080.142889° (± 20.9 ft)
Altitude: 6ft (± 19.9 ft)
Datum: WGS-84
Azimuth/Bearing: 084° N84E 1493mils True ($\pm 12^\circ$)
Elevation Angle: +22.3°
Horizon Angle: -00.2°
Zoom: 1.0X
pier 9



Date & Time: Fri, Jan 12, 2024 at 17:41:42 EST
Position: +025.887398° / -080.142885° (± 22.5 ft)
Altitude: 6ft (± 20.7 ft)
Datum: WGS-84
Azimuth/Bearing: 104° S76E 1849mils True ($\pm 12^\circ$)
Elevation Angle: +26.5°
Horizon Angle: -00.2°
Zoom: 4.0X
pier 9



Date & Time: Fri, Jan 12, 2024 at 17:41:48 EST
Position: +025.887375° / -080.142884° (± 22.6 ft)
Altitude: 6ft (± 20.6 ft)
Datum: WGS-84
Azimuth/Bearing: 062° N62E 1102mils True ($\pm 12^\circ$)
Elevation Angle: +24.9°
Horizon Angle: +04.3°
Zoom: 2.0X
pier 9



Date & Time: Fri, Jan 12, 2024 at 17:44:21 EST
Position: +025.887498° / -080.143333° (± 19.8 ft)
Altitude: 6ft (± 19.8 ft)
Datum: WGS-84
Azimuth/Bearing: 065° N65E 1156mils True ($\pm 12^\circ$)
Elevation Angle: +11.9°
Horizon Angle: +00.6°
Zoom: 2.0X
pier 6



Date & Time: Fri, Jan 12, 2024 at 17:44:28 EST
Position: +025.887525° / -080.143290° (±21.4ft)
Altitude: 6ft (±19.8ft)
Datum: WGS-84
Azimuth/Bearing: 103° S77E 1831mils True (±12°)
Elevation Angle: +14.1°
Horizon Angle: -01.3°
Zoom: 1.0X
pier 6



Date & Time: Fri, Jan 12, 2024 at 17:44:34 EST
Position: +025.887578° / -080.143234° (± 23.0 ft)
Altitude: 5ft (± 20.5 ft)
Datum: WGS-84
Azimuth/Bearing: 140° S40E 2489mils True ($\pm 12^\circ$)
Elevation Angle: +16.1°
Horizon Angle: +00.4°
Zoom: 1.0X
pier 6

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 15.

ITEM: Consideration and Approval of the staff recommendation to select the alternative repair design for replacing the first and last span (Slabs 1 and 5) and rehabilitation of the remaining spans of the bridge that would cost approximately \$1,952,701.00 for repair of Shepard Broad Causeway West Relief Bridge (BC-161 West Relief - North Miami - Bridge No. 875105 repair alternative). Enclosed are the supporting documents.

DESCRIPTION:

The Town entered an agreement with BCC Engineering, LLC. on 05/11/22 to develop repair plans and specifications on BC-161 West Relief - North Miami - Bridge No. 875105.

The bridge was inspected for chloride intrusion. The inspection noted that there is a high chloride intrusion which results in spalling of the concrete and corrosion of the rebar and strands. This was reflected in the first and last span of the bridge. Due to the chloride intrusion, we can see the re-bars and strands that are corroded at the time of inspection.

We were presented with alternatives to consider. One alternative would replace the first and last slabs and rehabilitation of the remaining slabs.

Another alternative addressed the major rear and strand repair in the first and last slabs and rehabilitation repairs observed at the time of inspection.

For the long-term health of the bridge and to reduce very costly long-term repairs, staff recommends replacing the first and last span (Slabs 1 and 5) and the rehabilitation of the remaining spans of the bridge. This option has an approximate initial construction cost of \$1,952,701 but will have a low maintenance cost of approximately \$77,021.00 (\$11,003 every seven years), for the remaining life of the bridge.

Although there is a lower price option at approximately \$300,587, such option would merely fix the spalling, strand and re-bar found at the time of inspection. It does not take into account a major spall that could occur and reveal all of the re-bar and strands that are corroded, and any additional major repairs that have to be performed.

Therefore, staff recommends replacing the first and last span (Slabs 1 and 5) and the rehabilitation of the remaining spans of the bridge at an approximate initial construction of \$1,952,701.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

\$2,124,000 has been allocated in the Fiscal Year 2023-2024 adopted budget for the West Relief Bridge project No. BC-161, within the Causeway Fund in Account No. 401.5415.400063.000. The amount of \$1,952,701 is being requested for the scope of services described above.

BUDGET IMPACT:

Submitted By: Rodney Carrero-Santana, Town Engineer
 Maria Lasday, Town Manager

ATTACHMENTS

1.	875105 20230220 Routine
2.	LCCA Report S&S 010924
3.	VCS Chloride Inspection Report



BRIDGE INSPECTION REPORT

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

Inspected by:
Marlin Engineering, Inc.

Bridge No. 875105

REPORT CONTAINS

Inspection Date: 02-20-23

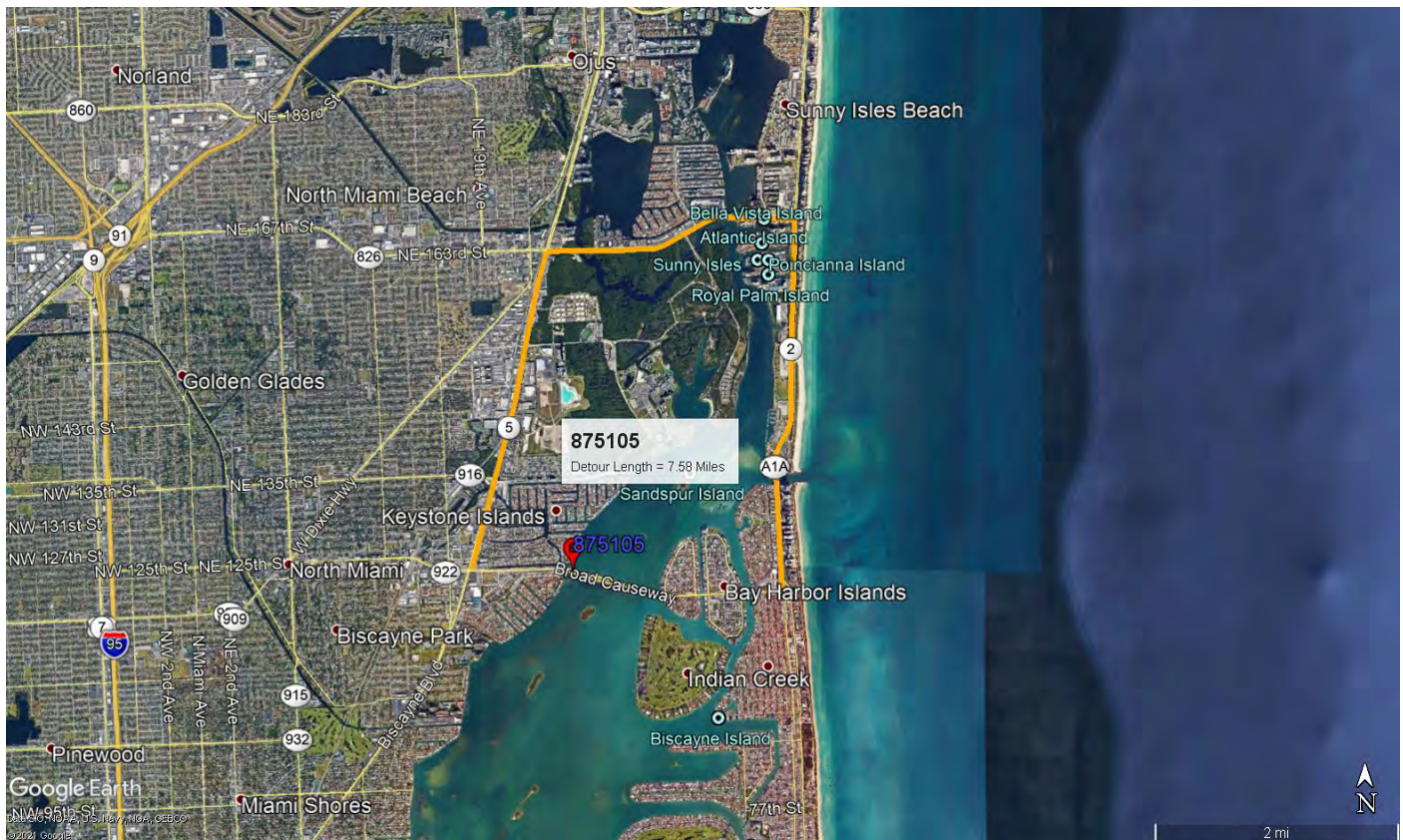
- | | | | |
|---|---|---|---|
| ☒ BrM Inspection Report | ☒ Bridge Profile | ☐ Fracture Critical Data | ☐ Addendum |
| ☒ CIDR Information | ☒ Underwater Inspection | ☒ Load Rating Summary Sheet | ☐ Mechanical and Electrical Data |



**NE 123rd Street over
 BISCAYNE BAY**

Facility Carried & Location

200Ft. W of Toll Plaza



Location Map

Detour Length = 7.58 Miles

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

Structure ID: 875105**DISTRICT: D6 - Miami****INSPECTION DATE: 2/20/2023 QXXP**

BY:	Marlin Engineering	STRUCTURE NAME:	NE 123rd Street over Biscayne Bay
OWNER:	3 Town/Township Hwy Agcy	YEAR BUILT:	2006
MAINTAINED BY:	3 Town/Township Hwy Agcy	SECTION NO.:	87 066 000
STRUCTURE TYPE:	5 Prestressed Concrete - 01 Slab	MP:	3.764
LOCATION:	200Ft. W of Toll Plaza	ROUTE:	00922
SERV. TYPE ON:	5 Highway-pedestrian	FACILITY CARRIED:	NE 123rd Street
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	BISCAYNE BAY

☐ FUNCTIONALLY OBSOLETE☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/20/2023 UNDERWATER: 2/20/2023

SUFFICIENCY RATING: 38
HEALTH INDEX: 97.05

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

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

STRUCTURE NAME: NE 123rd Street over Biscayne Bay
YEAR BUILT: 2006
SECTION NO.: 87 066 000
MP: 3.764
ROUTE: 00922
FACILITY CARRIED: NE 123rd Street
FEATURE INTERSECTED: BISCAYNE BAY

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

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/20/2023 UNDERWATER: 2/20/2023

OVERALL NBI RATINGS:

DECK: 4 Poor CHANNEL: 7 Minor Damage
SUPERSTRUCTURE: 4 Poor CULVERT: N N/A (NBI)
SUBSTRUCTURE: 7 Good SUFF. RATING: 38
PERF. RATING: Poor HEALTH INDEX: 97.05

FIELD PERSONNEL / TITLE / NUMBER:

Vazquez, Eduardo - Bridge Inspector (CBI#369) (lead)
Hays, Stephen - Bridge Inspector (CBI #00438)
Figueroa, Obed - Bridge Inspector Assistant, Diver
Hawryluk, Matthew - Bridge Inspector Assistant, Diver

INITIALS

EV Digitally signed by EV
Date: 2023.04.06
08:04:23 -04'00'

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Rego, Alexis - Bridge Inspector (CBI#00409)

AR Digitally signed by AR
Date: 2023.04.06
08:04:48 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cuervo Guilarte, Erick - Operations Structural Engr (PE# 82455) Marlin Engineering, Inc.
6840 NW 77th Court

Miami Florida 33166

**Erick Cuervo
Guilarte**

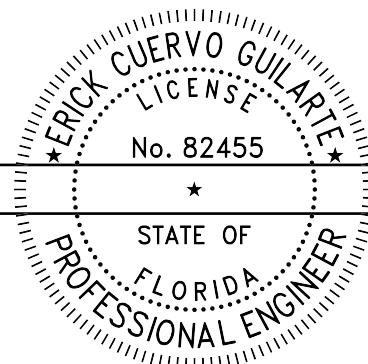
2023.04.06

09:30:36 -04'00'

SIGNATURE: _____

DATE: _____

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



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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17771	97.36	303	1.66	178	0.98	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	303	100	0	.	0	.	303 (SF)
Structure Unit 1	1100 / 4	Exposed Prestressing	0	.	0	.	173	100	0	.	173 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

Element Inspection Notes:

8099/4 Note: This element represents the precast prestressed flat slab units. There are 16 slab units per span, measuring 43ft. L x 5ft. W x 18in. D. The deck top is not visible due to an asphalt overlay.

SECONDARY:

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

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

_The closure pours between the exterior sidewalk slabs and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W. Refer to Photo 02. NO CHANGE. NCAR.

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

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

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- 1) Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units.
- 2) Repair spalled/delaminated pickup point patches at the exterior sidewalk and median slabs.

CORRECTIVE ACTION EVALUATION:

- 1) The corrective action noted above was not completed. Recommendation will be repeated.
- 2) The corrective action noted above was not completed. Recommendation will be repeated.

1080/4

CS-2:

_Slab unit 1-1 has a delamination 14ft. L x 24in. W In the south edge, starting at Abutment 1. (Total 28 SF) Refer to Photo 03. NO CHANGE.

_Slab unit 1-15 has a delamination full span length x full width. (Total 215 SF) NO CHANGE.

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

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

- 1100/4 CS-3:
 _Slab unit 1-2 underside has a spall/delamination 9ft. L x 5ft. W x 3in. D with three exposed longitudinal prestressed strands and 6 transverse rebars having up to 60% section remaining over the west bulkhead, starting at Abutment 1. Previously noted as one exposed longitudinal rebar under Defect 1090. (Total 45 SF) Refer to Photo 03. INCREASE.
- _Slab unit 1-3 underside has a spall/delamination up to 10ft. L x 5ft. W x 3in. D with one exposed longitudinal prestressed strand and 8 transverse rebars having up to 60% section remaining over the west bulkhead. Previously noted as one exposed longitudinal rebar under Defect 1090. (Total 50 SF) Refer to Photo 04. INCREASE.
- _Slab unit 1-4 underside has a spall/delamination up to 9ft. L x 5ft. W x 3in. D with one exposed longitudinal prestressed strand and 6 transverse rebars having up to 60% section remaining over the west bulkhead. Previously noted as one exposed longitudinal rebar under Defect 1090. (Total 45 SF) Refer to Photo 04. INCREASE.
- _Slab unit 1-5 underside, north edge has a spall/delamination 9ft. L x 3ft. W with one exposed longitudinal prestressed strand having up to 60% section remaining over the west bulkhead. Previously noted as one exposed longitudinal rebar under Defect 1090. (Total 24 SF) Refer to Photo 04. INCREASE.
- _Slab unit 5-15 underside, south edge has a spall/delamination 9ft. L x 30in. W x 3in. D with one exposed longitudinal prestressed strand having up to 50% section remaining, west of east bulkhead cap, at 10ft. from Abutment 6. Previously noted as one exposed longitudinal rebar under Defect 1090. (Total 9 SF) Refer to Photo 05. INCREASE.
- 1110/4 CS-3:
 _Slab unit 5-16, south face, bottom edge has a longitudinal crack 5ft. L x 1/16in. W with corrosion bleed out, west of east bulkhead. (Total 5 SF) NO CHANGE.
- 510/4 Refer to defect 3220 for deficiencies.
- PREVIOUS RECOMMENDED CORRECTIVE ACTION:
 1) Clean and seal cracks on the asphalt overlay along the intermediate bent joints.
- CORRECTIVE ACTION EVALUATION:
 1) The corrective action noted above was not completed. Recommendation will be repeated.
- 3220/4 CS-3:
 _The asphalt overlay has transverse cracks up to 1in. W with vegetation growth along the intermediate bent joints. (Total 214 SF) Refer to Photo 06. NO CHANGE.

DECKS : Joints

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

Element Inspection Notes:

301/4 Note: This element represents the expansion joints at the abutments.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

For deficiencies refer to Defects 2320, 2330 and 2350.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- 1) Repair damaged sealant in the median joints over Abutments 1 and 6 and right sidewalk over Abutment 6.
- 2) Repair areas of seal adhesion loss along left sidewalk joints over Abutments 1 and 6.
- 3) Remove dirt and debris from the sidewalk joints.

CORRECTIVE ACTION EVALUATION:

- 1) The corrective action noted above was not completed. Recommendation will be repeated.
- 2) The corrective action noted above was not completed. Recommendation will be repeated.
- 3) The corrective action noted above was not completed. Recommendation will be repeated.

2320/4

CS-3:

_Abutment 1 left sidewalk joint has moderate to heavy adhesion loss throughout. (Total 7 LF) Refer to Photo 07. NO CHANGE.

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

2330/4

CS-3:

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

_There are areas of missing sealant in the median joints over Abutments 1 and 6. These areas of the joints are filled with expansion board. (Total 7 LF) Refer to Photo 08. NO CHANGE.

2350/4

CS-2:

_There is light dirt and debris in the sidewalk and shoulder areas of the joints. (Total 20 LF) Refer to Photo 09. NO CHANGE.

MISCELLANEOUS : Channel

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

Element Inspection Notes:

8290/4

FROM THE 2023 UNDERWATER INSPECTION:

Divers conducting the Underwater Inspection. Refer to Photo 10.

CS-1:

_The channel bottom has several abandoned and deteriorated timber piles cut-offs that protrude up to 16in. above the channel bottom along random locations adjacent to the pile bents. This condition is not restricting the channel flow or navigation. Previously documented under Defect 9140 (CS-2). NO CHANGE. NCAR.

MISCELLANEOUS : Other Elements

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

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Element Inspection Notes:

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

No deficiencies were noted during this inspection cycle.

510/4 Refer to defect 3220 for deficiencies.

3220/4 CS-3:
 _The asphalt over the west approach slab/approach roadway transition has a roadway width x up to 1/4in. W transverse crack in the EB and WB lanes. (Total 54 SF) Refer to Photo 11.
 NO CHANGE. NCAR.

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8475 / 4	R/Conc Walls	54	67.5	2	2.5	24	30	0	.	80 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	33.33	4	66.67	0	.	6 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	20	100	0	.	20 ft

Element Inspection Notes:

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

SECONDARY:

_There is an open joint slab length x up to 2in. W x 15in. back under along the top edge of the retaining walls. Refer to Photos 12 and 13. NO CHANGE.

Refer to Defects 1080 and 1090 for deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- 1) Fill joint with grout on retaining walls.
- 2) Repair spalls and delaminations along SW and NW retaining walls.

CORRECTIVE ACTION EVALUATION:

- 1) The corrective action noted above was not completed. Recommendation will be repeated.
- 2) The corrective action noted above was not completed. Recommendation will be repeated.

1080/4 CS-3:
 _The SW retaining wall has a spall 19in. L x 7in. H x 2-1/2in. D in the bottom edge at the west end. (Total 2 SF) Refer to Photo 12. NO CHANGE.

_The SW retaining wall has a spall/delamination 16in. L x 5in. H x 1in. D along the top edge adjacent to Abutment 1. Previously noted as a delamination. (Total 2 SF) Refer to Photo 13. INCREASE.

CS-2:

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

1090/4 CS3:
 _The NW approach barrier has numerous exposed rebar ties with up to 60% section remaining in the outside face due to lack of concrete cover. (Total 20 SF) Refer to Photo 14. NO CHANGE.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

SUBSTRUCTURE : Substructure

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

Element Inspection Notes:

215/4 No deficiencies were noted during this inspection cycle.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

1) Remove vegetation from north end of Abutment 6 cap.

CORRECTIVE ACTION EVALUATION:

1) The corrective action noted above was completed.

SUBSTRUCTURE : Substructure

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

Element Inspection Notes:

226/4 FROM THE 2023 UNDERWATER INSPECTION:

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

SECONDARY:

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

Refer to Defect 1080 for additional deficiencies.

1080/4

CS-3:

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

_Pile 3-4, SW corner has a spall 9in. H x 3in. W x 1/2in. D, 20in. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

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

_Pile 3-8, NW corner has a spall 18in. H x 4in. W x 1in. D, 4ft. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 4-9, NE corner has a spall 30in. H x 6in. W x 1in. D at the cap. Previously documented as southeast corner. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-1, east face has two spalls up to 10in. H x 8in. W x 1in. D, 3ft. and 5ft. below the cap. Previously noted a spall 10in. H x 8in. W x 1/4in. D. (Total 1 ea.) INCREASE. NCAR.

_Pile 5-3, NE corner has a spall 32in. H x 8in. W x 1/2in. D, 18in. below the cap. (Total 1 ea.) NO CHANGE. NCAR.

_Pile 5-9, NE corner has three spalls up to 11in. L x 3in. W x 1/2in. D, starting below the cap. Previously noted one spall at 4ft. below the cap. (Total 1 ea.) Refer to Photo

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

15. INCREASE. NCAR.

CS-2:

_Pile 2-8, SE and SW corners has two spalls up to 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. Previously noted only in SE corner. (Total 1 ea.) INCREASE. NCAR.

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

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

_Pile 4-5, NW and NE corners has two spalls 4in. H x 3in. W x 1/2in. D, 2ft. below the cap. Previously noted only in NW corner. (Total 1 ea.) INCREASE. NCAR.

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

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

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

SUBSTRUCTURE : Substructure

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

Element Inspection Notes:

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

SECONDARY:

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

_There are random exposed rebar chairs with corrosion along the underside of the caps. Refer to Photo 16. NO CHANGE.

_The light pole at the south end of Bent 2 cap is missing the handhole access cover. The inspector covered it provisionally during this inspection cycle. Refer to Photo 17. NO CHANGE.

Refer to Defect 1130 for additional deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

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

CORRECTIVE ACTION EVALUATION:

1) The corrective action noted above was not completed. Recommendation will be repeated.

1130/4

CS-2:

_Bent 3, 4 and 5 cap have vertical cracks (3 cracks each) up to 1/64in. W with efflorescence that encircle the cap at random locations. (Total 9 LF) Refer back to Photo

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

16. NO CHANGE. NCAR.

SUBSTRUCTURE : Substructure

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

Element Inspection Notes:

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

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

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

CORRECTIVE ACTION EVALUATION:

1) The corrective action noted above was not completed. Recommendation will be repeated.

1090/4

CS-3:

_The SW seawall cap has a spalled/delaminated area 30ft. L x 2ft. H x 5in. D with one exposed longitudinal rebar 24in. L having up to 0% section remaining. (Total 2 LF) Refer to Photo 18. NO CHANGE.

_The SE corner of the seawall at Abutment 6 has a spall/delamination 38in. H x 8in. W x 6in. D with one exposed vertical rebar having 0% section remaining. (Total 1 LF) Refer to Photo 19. NO CHANGE.

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

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

1130/4

CS-3:

_The seawall caps, piles and walls have spalls up to 22in. L x 9in. H x 2in. D, delaminations up to 6ft. L x 10in. H, spalled/failed patched areas up to 30in. L x 10in. W x 4-1/2in. D with corrosion bleed out, and associated cracks up to 1/4in. W with corrosion bleed out throughout. (Total 199 LF) Refer to Photo 20. NO CHANGE.

(1080 CS-3: superseded by 1130)

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

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

_The east seawall cap, top edge exhibits a spall 12in. L x 12in. W x 1in. D, at 15ft. from the north end, and a spall 12in. L x 8in. W x 1/2in. D, at 2ft. from the north end. NO CHANGE.

SUBSTRUCTURE : Substructure

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

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	0	.	50	100	0	.	50 (SF)
------------------	----------	-------------------------	---	---	---	---	----	-----	---	---	---------

Element Inspection Notes:

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

SECONDARY:

_There is moderate trash and vagrant belongings on both abutments slope pavement. Previously noted trash only. Refer to Photo 21. INCREASE.

For additional deficiencies refer to Defect 1130.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

1) Remove trash from both abutment slope pavement.

CORRECTIVE ACTION EVALUATION:

1) The corrective action noted above was not completed. Recommendation will be repeated.

1130/4

CS-3:

_The slopes have random full width x up to 1/16in. W transverse cracks. (Total 50 SF) NO CHANGE. NCAR.

SUPERSTRUCTURE : Bearings

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

Element Inspection Notes:

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

No deficiencies noted during this inspection cycle.

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	333 / 4	Other Bridge Railing	419	94.58	24	5.42	0	.	0	.	443 ft
Structure Unit 1	1000 / 4	Corrosion	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft

Element Inspection Notes:

333/4

SECONDARY:

_The cover for the electrical box on the outside face of the south barrier at Abutment 1 is missing with no wiring inside. Refer to Photo 22. NO CHANGE.

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

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

- 1) Clean and paint washers with corrosion on right aluminum Posts 1-5 and 2-2.
- 2) Repair delamination on left railing at interior face adjacent to Bent 4 joint.
- 3) Provide missing cover to the electrical box on the outside face of the south barrier.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

CORRECTIVE ACTION EVALUATION:

- 1) The corrective action noted above was not completed. Recommendation will be repeated.
- 2) The corrective action noted above was not completed. Recommendation will be repeated.
- 3) The corrective action noted above was not completed. Recommendation will be repeated.

1000/4	CS-2: _Right aluminum Posts 1-5 and 2-2 have moderate corrosion on the east anchor bolt, nut and washer. (Total 2 LF) Refer to Photo 23. NO CHANGE.
1080/4	CS-2: _Left railing, interior face at Span 4, has a delamination 11in. H x 3in. W, adjacent to Bent 4 joint. (Total 1 LF) Refer to Photo 24. NO CHANGE. _Left railing, interior face at Span 2 has a delamination 12in. H x 6in. W, adjacent to Bent 3 joint. (Total 1 LF) NEW. NCAR.
1130/4	CS-2: _The north and south concrete barriers have random vertical cracks up to full height x 1/64in. W. (Total 20 LF) NO CHANGE. NCAR.

Total Number of Elements*: 12

*excluding defects/protective systems

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Inspector Recommendations

UNIT: Structure DECKS**Unit 1****ELEMENT/ENV: 301:2320 / 4 Seal Adhesion****ELEM CATEGORY: Joints**CONDITION
STATE

PRIORITY

3

MMS Quantity: 14 lf Element Estimated Quantity: 14 ft

3

WORK ORDER RECOMMENDATION:

Repair areas of seal adhesion loss along left sidewalk joints over Abutments 1 and 6. Photo 07

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

PRIORITY

3

MMS Quantity: 10 lf Element Estimated Quantity: 10 ft

3

WORK ORDER RECOMMENDATION:

Repair areas of missing sealant in the median joints over Abutments 1 and 6 and right sidewalk over Abutment 6. Photo 08

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

PRIORITY

2

MMS Quantity: 20 lf Element Estimated Quantity: 20 ft

3

WORK ORDER RECOMMENDATION:

Remove dirt and debris from the sidewalk joints. Photo 09

ELEMENT/ENV: 8099 / 4 PS Conc Slab (Sonovoid)**ELEM CATEGORY: Decks/Slabs**CONDITION
STATE

PRIORITY

1, 2, 3

MMS Quantity: 16 sf Element Estimated Quantity: 16 (SF)

3

WORK ORDER RECOMMENDATION:

Repair spalled/delaminated pickup point patches at the exterior sidewalk and median slabs. Photo 01

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

PRIORITY

3

MMS Quantity: 214 sf Element Estimated Quantity: 214 sq.ft

3

WORK ORDER RECOMMENDATION:

Clean and seal cracks on the asphalt overlay along the intermediate bent joints. Photo 06

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Inspector Recommendations

UNIT: Structure **DECKS****Unit 1****ELEMENT/ENV:** **8099:1100 / 4 Exposed Prestressing****ELEM CATEGORY:** **Decks/Slabs**CONDITION
STATE

PRIORITY

3

MMS Quantity: 481 sf Element Estimated Quantity: 481 (SF)

2

WORK ORDER RECOMMENDATION:

Clean and paint exposed rebars/strands and repair spalls, delaminations and cracks along the underside of the slab units. Photos 03 to 05

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

PRIORITY

1 , 2 , 3

MMS Quantity: 4 mh Element Estimated Quantity: 80 ft

3

WORK ORDER RECOMMENDATION:

Fill joints with grout along the top edges of the retaining walls. Photos 12 and 13

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

PRIORITY

2 , 3

MMS Quantity: 4 mh Element Estimated Quantity: 6 ft

3

WORK ORDER RECOMMENDATION:

Repair spalls and delaminations along SW and NW retaining walls. Photos 12 and 13

ELEMENT/ENV: **8475:1090 / 4 Exposed Rebar****ELEM CATEGORY:** **Other Elements**CONDITION
STATE

PRIORITY

3

MMS Quantity: 2 mh Element Estimated Quantity: 20 ft

3

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebar ties along the outside face of the NW approach barrier. Photo 14

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Inspector Recommendations

UNIT: Structure SUBSTRUCTURE**Unit 1****ELEMENT/ENV: 234 / 4 Re Conc Pier Cap****ELEM CATEGORY: Substructure**CONDITION
STATE

PRIORITY

1 , 2 MMS Quantity: 4 mh Element Estimated Quantity: 35 ft

3

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebar chairs in the underside of the caps. Photo 16

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

3

WORK ORDER RECOMMENDATION:

Provide handhole access cover for the light pole at the south end of Bent 2 cap. Photo 17

ELEMENT/ENV: 8393:1090 / 4 Exposed Rebar**ELEM CATEGORY: Substructure**CONDITION
STATE

PRIORITY

3 MMS Quantity: 40 mh Element Estimated Quantity: 205 ft

3

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks/fractures along both seawall caps. Photos 18 to 20

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

PRIORITY

1 , 3 MMS Quantity: 4 mh Element Estimated Quantity: 170 (SF)

3

WORK ORDER RECOMMENDATION:

Remove trash and vagrant belongings from both abutment slope pavement. Photo 21

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP

Inspector Recommendations

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

PRIORITY

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

3

WORK ORDER RECOMMENDATION:

Provide missing cover to the electrical box on the outside face of the south barrier. Photo 22

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

PRIORITY

2 MMS Quantity: 2 lf Element Estimated Quantity: 2 ft

3

WORK ORDER RECOMMENDATION:

Clean and paint anchor bolt, nut, and washers with corrosion on right aluminum Posts 1-5 and 2-2.
Photo 23**ELEMENT/ENV: 333:1080 / 4 Delamination/Spall/Patched Area****ELEM CATEGORY: Superstructure**CONDITION
STATE

PRIORITY

2 MMS Quantity: 1 lf Element Estimated Quantity: 1 ft

3

WORK ORDER RECOMMENDATION:

Repair delamination on left railing at interior face adjacent to Bent 4 joint. Photo 24

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns.

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

REVIEWED BY:

Erick 2023.04.0

Cuervo 6 09:30:13

Guilarte -04'00'

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

Structure ID: 875105**DISTRICT: D6 - Miami****INSPECTION DATE: 2/20/2023 QXXP**

INSPECTION NOTES: QXXP 2/20/2023

Sufficiency Rating Calculation Accepted by knmeira at 4/4/23 9:52 AM.

Based on the Revised Guidelines for Assigning NBI Condition Ratings for Sonovoid Slab Bridges, the Deck and Superstructure NBI Ratings remain coded 4 (Poor) due to spall/delaminations covering more than 21% of the slab unit area. Slab units 1-3 and 1-15 meet this criteria. (02/20/2023).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/20/2023 per Erick Cuervo, P.E.

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

The following elements were inspected underwater by the divers:

8290 Channel

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

8393 Bulkhead Seawall Any Material

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

The top face of the exterior sidewalk slabs and north half of the median slabs have spalled/delaminated pickup point patches up to 8in. diameter x 3/4in. deep with exposed cut pickup point steel at the ends of each span.

WORK ORDER RECOMMENDATION:

Repair spalled/delaminated pickup point patches at the exterior sidewalk and median slabs.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

The closure pours between the exterior sidewalk slabs and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W.

WORK ORDER RECOMMENDATION:
None.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

_Slab unit 1-1 has a delamination 14ft. L x 24in. W In the south edge, starting at Abutment 1.

_Slab unit 1-2 underside has a spall/delamination 9ft. L x 5ft. W x 3in. D with three exposed longitudinal prestressed strands and 6 transverse rebars having up to 60% section remaining over the west bulkhead, starting at Abutment 1.

WORK ORDER RECOMMENDATION:

Clean and paint exposed rebars/strands and repair spalls, delaminations and cracks along the underside of the slab units.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

_Slab unit 1-3 underside has a spall/delamination up to 10ft. L x 5ft. W x 3in. D with one exposed longitudinal prestressed strand and 8 transverse rebars having up to 60% section remaining over the west bulkhead.

_Slab unit 1-4 underside has a spall/delamination up to 9ft. L x 5ft. W x 3in. D with one exposed longitudinal prestressed strand and 6 transverse rebars having up to 60% section remaining over the west bulkhead.

_Slab unit 1-5 underside, north edge has a spall/delamination 9ft. L x 3ft. W with one exposed longitudinal prestressed strand having up to 60% section remaining over the west bulkhead.

WORK ORDER RECOMMENDATION:

Clean and paint exposed rebars/strands and repair spalls, delaminations and cracks along the underside of the slab units.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

Slab unit 5-15 underside, south edge has a spall/delamination 9ft. L x 30in. W x 3in. D with one exposed longitudinal rebar having up to 50% section loss, west of east bulkhead cap at 10ft. from Abutment 6.

WORK ORDER RECOMMENDATION:

Clean and paint exposed rebars/strands and repair spalls, delaminations and cracks along the underside of the slab units.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 06 Element/Env 8099/510/4: PS Conc Slab (Sonovoid)/ Wearing Surfaces

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

WORK ORDER RECOMMENDATION:

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

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

WORK ORDER RECOMMENDATION:

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

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

WORK ORDER RECOMMENDATION:

Repair areas of missing sealant in the median joints over Abutments 1 and 6 and right sidewalk over Abutment 6.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 09 Element/Env 301/4: Pourable Joint Seal

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

WORK ORDER RECOMMENDATION:

Remove dirt and debris from the sidewalk joints.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 10 Element/Env 8290/4: Channel

Divers conducting the Underwater Inspection.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 11 Element/Env 321/ 510/4: R/C Approach Slab/ Wearing Surfaces

The asphalt over the west approach slab/approach roadway transition has a roadway width x up to 1/4in. W transverse crack in the EB and WB lanes.

WORK ORDER RECOMMENDATION:
None.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 12 Element/Env 8475/4: R/Conc Walls

- _ There is an open joint slab length x up to 2in. W x 15in. back under along the top edge of the retaining walls. (shown SW retaining wall, west end)
- _ The SW retaining wall has a spall 19in. L x 7in. H x 2-1/2in. D in the bottom edge at the west end.

WORK ORDER RECOMMENDATION:

- _ Fill joints with grout along the top edge of the retaining walls.
- _ Repair spalls and delaminations along SW and NW retaining walls.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 13 Element/Env 8475/4: R/Conc Walls

- _ There is an open joint slab length x up to 2in. W x 15in. back under along the top edge of the retaining walls. (shown SW retaining wall, east end)
- _ The SW retaining wall has a spall/delamination 16in. L x 5in. H x 1in. D along the top edge adjacent to Abutment 1.

WORK ORDER RECOMMENDATION:

- _ Fill joints with grout along the top edge of the retaining walls.
- _ Repair spalls and delaminations along SW and NW retaining walls.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 14 Element/Env 8475/4: R/Conc Walls

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

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebar ties along the outside face of the NW approach barrier.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 15 Element/Env 226/4: Pre. Concrete Pile

Pile 5-9, NE corner has three spalls up to 11in. L x 3in. W x 1/2in. D, starting below the cap.

WORK ORDER RECOMMENDATION:
None.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 16 Element/Env 234/4: Re. Concrete Pier Cap

- _There are random exposed rebar chairs with corrosion along the underside of the caps.
- _Bent 3, 4 and 5 cap have vertical cracks (3 cracks each) up to 1/64in. W with efflorescence that encircle the cap at random locations

WORK ORDER RECOMMENDATION:

- _Clean and coat exposed rebar chairs in the underside of the caps.
- _None.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 17 Element/Env 234/4: Re. Concrete Pier Cap

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

WORK ORDER RECOMMENDATION:

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

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

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks/fractures along both seawall caps.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

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

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks/fractures along both seawall caps.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 20 Element/Env 8393/4: Bulkhead Seawall Any Material

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

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks/fractures along both seawall caps.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 21 Element/Env 8394/4: R/Conc Abut Slope Protection

There is moderate trash and vagrant belongings on both abutments slope pavement.

WORK ORDER RECOMMENDATION:

Remove trash and vagrant belongings from both abutment slope pavement.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

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

WORK ORDER RECOMMENDATION:

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



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

Right aluminum Posts 1-5 and 2-2 have moderate corrosion on the east anchor bolt, nut, and washer.

WORK ORDER RECOMMENDATION:

Clean and paint anchor bolt, nut, and washers with corrosion on right aluminum Posts 1-5 and 2-2.

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Photo 24 Element/Env 333/4: Other Bridge Railing

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

WORK ORDER RECOMMENDATION:

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

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Channel Looking North

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

Structure ID: 875105

DISTRICT: D6 - Miami

INSPECTION DATE: 2/20/2023 QXXP



Channel Looking South

F. FIELD PREPARATION and CHECKLIST

Structure ID: 875105

Inspection Date: 02/23/2023

Underwater: 02/23/2023

A. Tools and Equipment

Full Size Cargo Van:	Yes:	X	No:		Pick-up Truck:	Yes:	—	No:	<u>X</u>
Automobile:	Yes:		No:	X					
Camera:	Yes:		No:		Video:	Yes:	—	No:	<u>X</u>
NDT Equipment:	Yes:		No:	X					
NDT Type:	<u>N/A</u>								
Binoculars:	Yes:		No:	X					
Diving Performed:	Yes:	X	No:		Max Depth: <u>7.7 ft.</u>			Current: <u>Mild</u>	
Dive Mode:	<u>SCUBA</u>								

Hand Tools:

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

Other:

B. Services

Flag Crew: <u>N/A</u>	Snooper: <u>N/A</u>
Electrician: <u>N/A</u>	Other: _____

C. Scheduling (Brief Explanation)

Routine Inspection, no special scheduling needed.

Man Hours: 2hrs. Dive Time: 1hr. Travel Time: 1hr. Office Time: 4hrs.

D. Site Conditions

Boat Needed: No Type of Boat: N/A

Location of Boat Ramp: N/A
 Lengthy Travel Required: YES
 Difficult Access: NO
 Water Obviously Polluted: NO
 Water quality is fair: Yes
 Strong Water Current: No
 Other: N/A

E. UNDERWATER ELEMENTS INSPECTED:

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

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

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

Level	Vehicle	Weight (tons)	Load Factors		Minimum Rating Factor	Moment (Strength) or Stress (Service)					Shear (Strength)					Comments:
			LL	DL		Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	
Inventory (Inv)	HS-20	36.0	2.17	1.30	N/A	0.424	2.67	96.12	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	HS-20	36.0	1.30	1.30	N/A	0.424	4.45	160.20	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	SU4	35.0	1.30	1.30	N/A	0.424	3.76	131.60	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	C5	40.0	1.30	1.30	N/A	0.424	5.88	234.40	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit
Operating (Op)	ST5	40.0	1.30	1.30	N/A	0.424	5.01	200.40	0.5L	21.00'	N/A	N/A	N/A	N/A	N/A	Interior Slab Unit

General Notes:

1. This table is based on the requirements established in the Jan/July 2006 "Structures Manual".

Table 2 Notes:

1. Permit capacity is determined by using the permit vehicle in all lanes.
2. If the Design Operating Load Rating is greater than 1, Load Rating using Legal Vehicles SU4, C5, and ST5 is not required.
3. Service III Inventory Design tensile stress limits = 3#f_c.
Service III Operating Design, Legal, and Permit tensile stress limits = 7.5#f_c.

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

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

Level	Limit State	Vehicle	Weight (tons)	Load Factors		Minimum Rating Factor	Moment (Strength) or Stress (Service)					Shear (Strength)					Comments:
				LL	DC		Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	
Design Load Rating	Strength I (Inv)	HL-93	N/A	1.75	1.25	1.50	1.00	0.378	1.50	N/A	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Strength I (Op)	HL-93	N/A	1.35	1.25	1.50	1.00	0.378	1.94	N/A	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Service III (Inv)	HL-93	N/A	0.80	1.00	1.00	1.00	0.378	1.24	N/A	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Service III (Op)	HL-93	N/A	0.80	1.00	1.00	1.00	0.378	1.67	N/A	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
Legal Load Rating	Strength I	SU4	35.0	1.35	1.25	1.50	N/A	0.378	2.00	70.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Strength I	C5	40.0	1.35	1.25	1.50	N/A	0.378	2.58	103.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Strength I	ST5	40.0	1.35	1.25	1.50	N/A	0.378	2.67	106.80	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Service III	SU4	35.0	0.80	1.00	1.00	N/A	0.378	1.72	60.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
Permit Load Rating	Service III	C5	40.0	0.80	1.00	1.00	N/A	0.378	2.23	89.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Service III	ST5	40.0	0.80	1.00	1.00	N/A	0.378	2.30	92.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Strength II	FL120	60.0	1.35	1.25	1.50	1.00	0.378	1.42	85.20	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit
	Service III	FL120	60.0	0.70	1.00	1.00	1.00	0.378	1.40	84.00	0.5L	21.00'	N/A	N/A	N/A	N/A	Interior Slab Unit

Abbreviations:

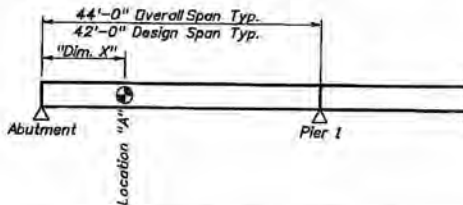
Inv - Inventory

Op - Operating

Bridge # 875105

Controlling Load Rating

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



7/14/2008 12:44:50 AM C:\Users\Bor Harbor West Relief Bridge\LOAD RATING\CA CS Report\Load Rating Summary Table 1 - LRFR using Appendix D.6 (LFD or ASD)*.xls
 This document is prepared by Kimley-Horn and Associates, Inc. for the use of the client. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.

SCALE N.A.
 DESIGNED BY TMB
 DRAWN BY TMB
 CHECKED BY TWF

Kimley-Horn and Associates, Inc.
 401 BROADWAY DRIVE, WEST PALM BEACH, FL 33411
 (561) 840-0800
 FAX (561) 840-0800

DATE 12/5/2006
 PROJECT NO. BC-113



TOWN OF
 BAY HARBOR ISLANDS
 FLORIDA

DESIGN ENGINEER
 THOMAS W. FORTIN
 FLORIDA REGISTRATION NUMBER
 #49143

BROAD CAUSEWAY WEST RELIEF BRIDGE
 (REHABILITATION)
 LOAD RATING SUMMARY

SHEET NUMBER
 1

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

Description

Structure Unit Identification

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

Roadway Identification

NBI Structure No (8): 875105
 Position/Prefix (5): 1 - Route On Structure
 Kind Hwy (Rte Prefix): 5 City Street
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00922 / 0 N/A (NBI)
 Feature Intersect (6): BISCAYNE BAY
 Critical Facility: Not Applicable
 Facility Carried (7): NE 123rd Street
 Mile Point (11): 3.764
 Latitude (16): 025d53'21.0" Long (17): 080d09'01.8"

Roadway Traffic and Accidents

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

Roadway Classification

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

Roadway Clearances

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

NBI Project Data

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

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

NBI Rating

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

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

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

Structure Identification

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

Structure Type and Material

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

Appraisal**Structure Appraisal**

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

Minimum Vertical Clearance

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

Schedule**Current Inspection**

Inspection Date: 02/20/2023
 Inspector: KNMEIVE - Eduardo Vazquez
 Bridge Group: CA611
 Alt. Bridge Group:
 Primary Type: Regular NBI
 Review Required: ☒

Geometrics

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

Age and Service

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

Deck Type and Material

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

Navigation Data

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

NBI Condition Rating

Sufficiency Rating: 38
 Health Index: 97.05
 Structural Eval (67): 4 Minimum Tolerable
 Deficiency: Structurally Deficient

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
 Right Side (55b): 0 ft
 Left Side (56): 0 ft

Next Inspection Date Scheduled

NBI: 02/20/2025
 Element: 02/20/2024
 Fracture Critical:
 Underwater: 02/20/2025
 Other/Special: 02/20/2024
 Inventory Photo Update Due: 02/20/2025

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

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

mos

Crew Hours: 4

Underwater ☒

24 mos

02/20/2023

Flagger Hours: 0

Other Special ☒

12 mos

02/20/2023

Helper Hours: 0

NBI

24 mos (91) 02/20/2023 (90)

Snooper Hours: 0

Special Crew Hours: 3

Special Equip Hours: 0

Bridge Related**General Bridge Information**

Parallel Bridge Seq:

Channel Depth: 7.7 ft

Radio Frequency: -1

Phone Number:

Exception Date:

Exception Type:

Accepted By Maint:

Warranty Expiration: 00/00/0000

Performance Rating: Poor

Bridge Rail 1: Conc parapet-alum-rail

Bridge Rail 2: Not applicable-No rail

Electrical Devices: Roadway lighting only

Culvert Type: Not applicable

Maintenance Yard: Not FDOT Maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure: 875100

2nd Previous Structure:

Replacement Structure:

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

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

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

Original Design Load (031): HL 93

Date: 12/05/2006

Initials: TWF

Load Rating Rev. Recom.: No

Load Rating Plans Status: Design or Construction

Inventory Rating (066): 44.6 tons

Operating Rating (064): 60.1 tons

FL120 Permit Rating: 84.0 tons

HS20/FL120 Max Span Rating: 84.0 tons

Dynamic Impact in Percent: 33 %

Governing Span Length: 42.0 ft

Minimum Span Length:

Distribution Method: Others

Load Rating Notes:

LEGAL LOADS

SU2: -1.0 tons

SU3: -1.0 tons

SU4: 60.2 tons

C3: -1.0 tons

C4: -1.0 tons

C5: 89.2 tons

ST5: 92.0 tons

Posting (070): 5 At/Above Legal Loads

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

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB)

FB Present: No

FB Span Length, Gov:

FB Spacing, Gov:

FB OPR Rating: 0.0 tons

FB SU4 OPR Rating:

FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: All pile driving records

Foundation Type: Foundation details

Mode of Flow: Tidal

Rating Scour Eval: Unknown

Highest Scour Eval: Unknown

Scour Evaluation Method:

Scour Recommended I: Not Applicable

Scour Recommended II: Not Applicable

Scour Recommended III: Not Applicable

Scour Elevation: 0 ft

Action Elevation: 0 ft

Storm Frequency:

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

Elements

Inspection Date: 02/20/2023 QXXP

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17771	97.36	303	1.66	178	0.98	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	303	100	0	.	0	.	303 (SF)
Structure Unit 1	1100 / 4	Exposed Prestressing	0	.	0	.	173	100	0	.	173 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

DECKS : Joints

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

MISCELLANEOUS : Channel

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

MISCELLANEOUS : Other Elements

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

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8475 / 4	R/Conc Walls	54	67.5	2	2.5	24	30	0	.	80 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	33.33	4	66.67	0	.	6 ft
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	20	100	0	.	20 ft

SUBSTRUCTURE : Substructure

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

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUPERSTRUCTURE : Bearings

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

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	333 / 4	Other Bridge Railing	419	94.58	24	5.42	0	.	0	.	443 ft
Structure Unit 1	1000 / 4	Corrosion	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	2	100	0	.	0	.	2 ft
Structure Unit 1	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft

Total Number of Elements*: 12

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

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

Structure ID: 875105

CIDR

DATE PRINTED: 4/6/2023

Inspection Information

Inspection Date: 02/20/2023

Type: Regular NBI

Inspector: KNMEIVE - Eduardo Vazquez

Inspection Notes: Sufficiency Rating Calculation Accepted by knmeira at 4/4/23 9:52 AM.

Based on the Revised Guidelines for Assigning NBI Condition Ratings for Sonovoid Slab Bridges, the Deck and Superstructure NBI Ratings remain coded 4 (Poor) due to spall/delaminations covering more than 21% of the slab unit area. Slab units 1-3 and 1-15 meet this criteria. (02/20/2023).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/20/2023 per Erick Cuervo, P.E.

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

The following elements were inspected underwater by the divers:

8290 Channel

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

8393 Bulkhead Seawall Any Material

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns.

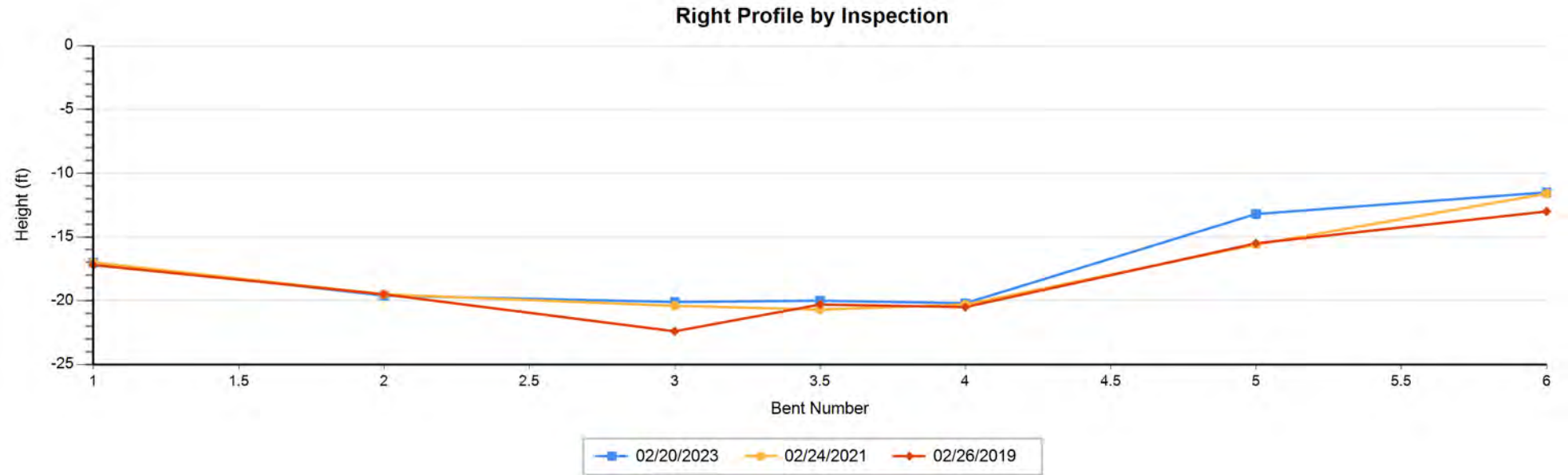
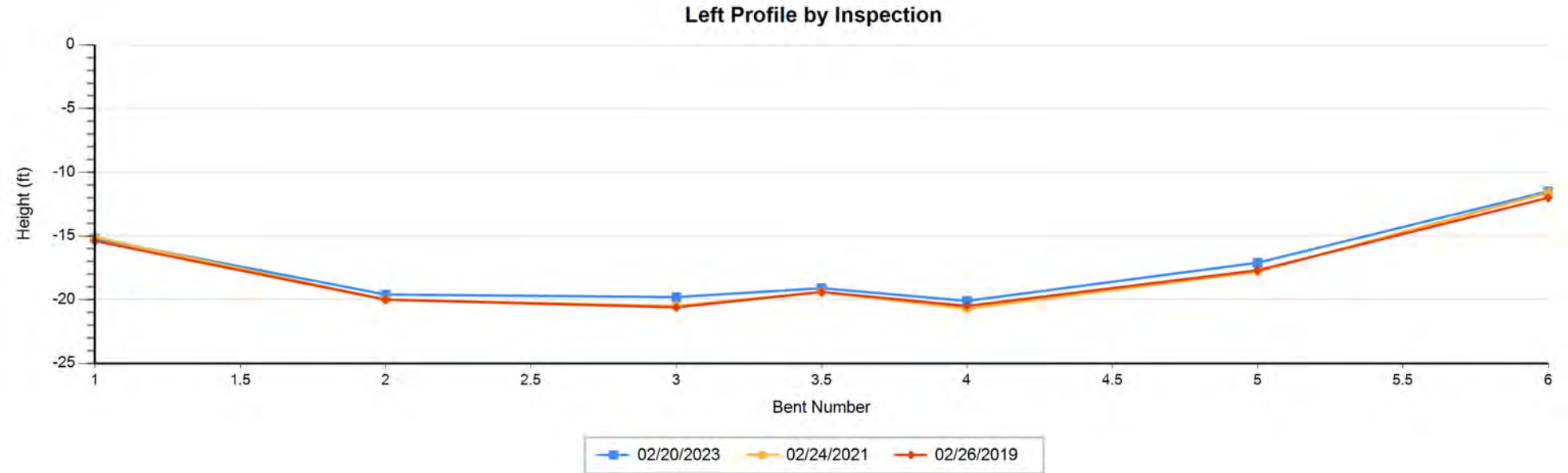
TRAFFIC RESTRICTIONS: Based on the current load rating analysis dated 12/5/06, posting is not required. The structure is not posted.

REVIEWED BY:

Schedule Notes

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

DATE PRINTED: 4/6/2023 7:26:32 AM



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

DATE PRINTED: 4/6/2023 7:26:32 AM

Profile Data - Numerical Summary

Inspection Date and Key:		Bent #	Left Height	Right Height	(All Heights are in Feet)
2/20/2023					
QXXP					
		1	15.20	17.00	
		2	19.60	19.60	
		3	19.80	20.10	
		3.5	19.10	20.00	
		4	20.10	20.20	
		5	17.10	13.20	
		6	11.50	11.50	

Air Temp: 86

Profile Notes:

Measurements were taken from the top of the concrete rails.
Measurements at Abutments 1 and 6 were taken in front of seawalls.
Waterline measured at midchannel Left and Right = 12.5 ft.
Maximum Depth = 7.7 ft.

Inspection Date and Key: 2/24/2021 NZGI

1	15.10	17.00
2	20.00	19.50
3	20.50	20.40
3.5	19.40	20.70
4	20.70	20.30
5	17.80	15.60
6	11.60	11.60

Air Temp: 80

Profile Notes:

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

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

DATE PRINTED: 4/6/2023 7:26:32 AM

Profile Data - Numerical Summary

Inspection Date and Key:		Bent #	Left Height	Right Height	(All Heights are in Feet)
2/26/2019	KJEW	1	15.40	17.20	
		2	20.00	19.50	
		3	20.60	22.40	
		3.5	19.40	20.30	
		4	20.50	20.50	
		5	17.70	15.50	
		6	12.00	13.00	

Air Temp: 78
Profile Notes:

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

TOWN OF BAY HARBOR



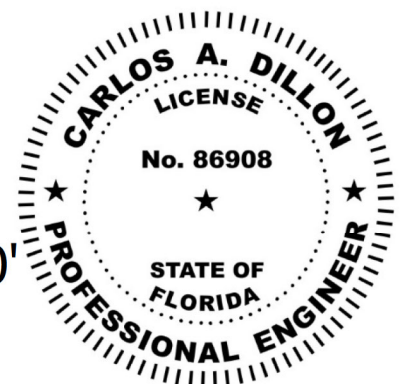
Life-Cycle Cost Analysis

Bridge No. 875105 Broad Causeway West
Relief Bridge Rehabilitation or Replacement

Report

October 2023

Carlos A Dillon
2024.01.09
10:36:06 -05'00'



Life-Cycle Cost Analysis

Bridge No.: 875105

Bridge Location: NE 123rd Street over Biscayne Bay, Town of Bay Harbor, Miami-Dade County, Florida

Report Date: October 2023

Table of Contents

Chapter 1. Objectives, Purpose, and Needs.....	3
Overview.....	3
Project Overview.....	3
Organization of the Report.....	3
Chapter 2. Alternatives, Analysis, & Assumptions.....	4
Alternatives.....	4
Analysis Period and Useful Service Life.....	4
Capital Cost Inputs.....	5
Operation and Maintenance Inputs.....	7
Discount Rate Assumptions.....	8
Residual Value.....	8
Chapter 3. Results of the Primary Analysis.....	9
Chapter 4. Sensitivity Analysis.....	12
Sensitivity Parameters.....	12
Sensitivity Testing Results.....	12
Chapter 5. Conclusions.....	15
List of Appendices.....	16

List of Figures

Figure 1: Primary Analysis Present Value of Costs, by Category.....	10
Figure 2: Present Value Cumulative Costs Comparison by Alternative.....	11
Figure 3: Cumulative Present Value of Costs – Lower Discount Rate Sensitivity.....	13
Figure 4: Cumulative Present Value of Costs – Higher Discount Rate Sensitivity.....	14

List of Tables

Table 1: Analysis Period and Useful Service Life Assumptions.....	5
Table 2: Alternatives Capital Cost Inputs.....	6
Table 3: Rehabilitation Capital Cost Inputs per Cycle.....	7
Table 4: O&M Assumptions.....	7
Table 5: Results of the Primary Analysis.....	9
Table 6: Summary of Scenarios, including Sensitivity Scenarios.....	12
Table 7: Sensitivity Results – 1% Discount Rate.....	13
Table 8: Sensitivity Results – 5% Discount Rate.....	14

Chapter 1. Objectives, Purpose, and Needs

Overview

This document summarizes the life-cycle cost analysis (LCCA) conducted by BCC Engineering on the three potential alternatives for Bridge No. 875105 in the Town of Bay Harbor, Miami-Dade County, Florida. In the analysis, capital costs and operations and maintenance (O&M) costs are estimated over the predetermined timeframe of analysis, and any remaining usable life of the infrastructure improvements is accounted for as residual value. The following sections present the assumptions used and results of the LCCA conducted for the project.

Project Overview

We have no record of the original date of construction of the first bridges. These bridges were then replaced by the current Bridge No. 875105 which construction was completed in 2006. A Bridge Inspection Report was conducted on February 23, 2022, and assigned the bridge a sufficiency rating of 38 and a health index of 97.05. The bridge was found to be structurally deficient.

During our field inspection, we noticed that there have been numerous repair activities done to the bridge and bulkhead wall such as spall and crack repairs. We also noticed extensive spalls at the bottom of the slabs at the first and last span (see pictures in Appendix G). We believe the reason for this is that waves were hitting the bulkhead walls and shooting upwards toward the bottom of the slabs during bad weather conditions. We proposed to the Town to do a chloride inspection to see how much chloride has been deposited at the bottom of the slab throughout the years. The reason for this analysis was to see what our next step would be. If the results of the inspection show that the chloride intrusion was just superficial, then a simple patch of the spalls would be recommended. In the other hand, if the chloride intrusion was very deep, then this would require a replacement of the prestress slabs. The results of this analysis indicated that the first four inches from the bottom of the slab have an extremely high chloride concentration. Unfortunately, the strands of the prestressed slab are located at the bottom of the member, therefore, they are at high risk of corrosion.

The objective of the analysis is to evaluate different alternatives that sustain the bridge in workable condition in the next decades from the life-cycle cost perspective. Thus, there are three alternatives under consideration in this analysis, described in further detail in the following chapter.

Organization of the Report

This report is organized as follows. After this introduction, Chapter 2 discusses the assumptions used to analyze the three alternatives of the LCCA. The primary analysis results are presented in Chapter 3. This chapter is followed by the assumptions and results of the sensitivity analysis in Chapter 4. Finally, Chapter 5 provides a summary of findings and concluding remarks. The appendices document the list of acronyms and detailed LCCA results for all scenarios.

Chapter 2. Alternatives, Analysis, and Assumptions

This chapter presents the alternatives under analysis along with the inputs and assumptions utilized in this LCCA. For each alternative, various scenarios are evaluated, including a primary scenario and sensitivity scenarios. This chapter describes the inputs and assumptions utilized in the primary analysis, and also indicates the changes to these assumptions for the sensitivity analyses where applicable. Following this chapter, the results of the primary scenario are presented in Chapter 3. The sensitivity analysis scenarios are described in further detail in Chapter 4.

Alternatives

The Life-Cycle Cost Analysis compares different replacement and repair alternatives. The three alternatives being considered for Bridge No. 875105 are:

- Alternative #1:
 - Replacing the first and last span and rehabilitation of the remaining spans.
- Alternative #2:
 - Replacing the entire bridge (including approach slabs).
- Alternative #3:
 - Repair the extensive damage and rehabilitation of the spans.

The Alternative #1 scenario involves replacing the first and last span and multiple rehabilitation cycles to the remaining bridge over the analysis period, Alternative #2 scenario entails a one-time replacement of the entire bridge, and Alternative #3 scenario is a major repair to the extensive damages of the beams and multiple rehabilitation cycles to the entire bridge over the analysis period. The rehabilitation cycles, intervals, and repair quantities per cycle were determined based on experience. The main rehabilitation operation is the patching of spalls and cracks. The amount and frequency of patching was determined based on the deficiencies and their level of deterioration found during field inspections, bridge inspection reports, and detailed repair reports provided by FDOT.

Analysis Period and Useful Service Life

FDOT Office of Value Engineering defines analysis period as “the total length of time the facility is expected to serve its intended function” and “may not equal its actual physical life” and suggests that up to 50 years of analysis are used for bridge projects.¹ The selected period of analysis for this LCCA is 30 years, which is in line with FDOT Office of Value Engineering and Federal Highway Administration (FHWA).² BCC Engineering assumed that the period of analysis begins in 2024, which is the year of letting, and ends in 2054. It includes construction year (2024) and 30 years of operations (2024-2054).³ We based construction schedule on the

¹ Life Cycle Cost Analysis for Transportation Projects, 1990.

² FHWA Life Cycle Cost Analysis Primer, 2002. This document uses a 35-year analysis period for a hypothetical project that has multiple rehabilitation cycles and estimates residual value at the end of the analysis period, similar to the project in this analysis.

³ Construction in both alternatives is expected to begin in 2024 and last for one year or less. In the rehabilitation of Alternative #1, the first and last cycles occur in 2024 and 2054 respectively. Thus, for this LCCA, costs are first incurred in 2024. The last year of analysis is 2054 since the LCCA needs to take into account at least 30 years of operation.

6-year commitment to replace bridges that become “structural deficient” for the lack of any other criteria available to set such time frame. The actual construction date could move out in real situations but have little impact on the overall recommendations this report concludes with.

Useful Service Life of the bridge components after replacement is assumed to be 75 years.⁴ This parameter is used to calculate the residual value of the bridge components at the end of the analysis period. The analysis period and useful service life assumptions are presented in Table 1.

Table 1: Analysis Period and Remaining Useful Service Life Assumptions

Assumption	Value
Analysis period, years	30
Remaining Useful Service Life of Alternative #1, years	
Spans 1 and 5	45
Remaining Spans	27
Remaining Useful Service Life of Alternative #2, years	45
Remaining Useful Service Life of Alternative #3, years	27

Capital Cost Inputs

The capital cost inputs for the alternatives are presented in Table 2 in 2024 dollars. These costs include bridge items, construction over water, demolition, maintenance of traffic, and mobilization costs. Other ancillary costs, such as design and construction engineering and inspection are not included in the analysis.⁵ User costs were considered but were deemed inconsequential as the related construction activities are expected to affect traffic flow for all alternatives.

⁴ AASHTO LRFD Bridge Design Specifications, 2018.

⁵ Note that contingency costs are not included as part of this LCCA. The inclusion of contingency costs is not expected to alter the results presented in this report.

Table 2: Alternatives Capital Cost Inputs

Cost Category	Cost Item Description	Cost, in 2024 constant dollars			
		Alternative #1	Alternative #2	Alternative #3	
Bridge Costs	Superpave Asphaltic Concrete, Traffic B, PG76-22	\$12,230			
	Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	\$7,129			
	Concrete Class II, Approach Slabs		\$168,373		
	Concrete Class IV, Superstructure	\$302,705			
	Concrete Class IV, Cast in Place Topping with Shrinkage Reducing Admixture		\$787,387		
	Composite Neoprene Pads	\$10,982			
	Plain Neoprene Bearing Pads		\$39,160		
	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene		\$65,271		\$200,103
	Reinforcing Steel-Approach Slabs		\$67,133		
	Stainless Reinforcing Steel, Superstructure	\$206,707		\$943,889	
	Prestressed Slab Units, Width 60", Thickness 18"	\$665,984			
	Prestressed Beam: Florida Slab Beam, Beam Depth 12" CFRP/SS, Width 58-60"		\$1,055,516		
	Beam Repair, Strand Splices				\$60,000
	Bridge Deck Expansion Joint, New Construction, F&I Poured Joint with Backer Rod	\$13,841		\$41,437	
	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod				\$3,956
	Polymer Nosing for Bridge Deck Expansion Joint	\$11,457			
	Bullet Rail, Single Rail	\$10,673		\$31,534	
	Concrete Traffic Railing- Bridge, 42" Vertical Face	\$19,360		\$57,200	
Maintenance of Traffic	Maintenance of Traffic (10% of total)	\$126,107	\$6,527	\$319,163	\$25,473
Mobilization	Mobilization of Traffic (5% of total)	\$63,053	\$3,264	\$159,581	\$12,737
Construction over Water	Construction Over Water (3% of total)	\$37,832	\$1,958	\$95,749	\$7,642
Demolition	Removal Of Existing Structures/Bridges	\$464,460		\$1,372,800	
Total	Total Cost	\$1,952,701	\$77,020	\$5,138,922	\$300,587

Alternative #1: Replacement of the first and last superstructure span with rehabilitation of the remaining structure throughout the life-cycle period.

Alternative #2: Replacement of the entire superstructure (including Approach Slabs).

Alternative #3: Repair the extensive damage of the beams and rehabilitation of the structure throughout the life-cycle period.

Replacement capital costs are spent in 2024. Rehabilitation capital costs are spent between 2024 and 2054. The capital cost inputs per Rehabilitation cycle are presented in Table 3. The rehabilitation cycles are assumed to be every 5 years for Alternative #1, resulting in 7 cycles; and every 2 years for Alternative #3, resulting in 16 cycles between 2024 and 2054.

Table 3: Rehabilitation Capital Cost Inputs per Cycle

Cost Category	Cost Item Description	Cost, in 2024 constant dollars	
		Alternative #1	Alternative #3
		2024, 2029, 2034, 2039, 2044, 2049, 2054	2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054
Bridge Cost	Spalling Repair	\$9,324	\$9,324
Maintenance of Traffic	Maintenance of Traffic	\$932	\$932
Mobilization	Mobilization	\$466	\$466
Construction Over Water	Construction Over Water	\$280	\$280
Total	Cost per full Cycle	\$11,003	\$11,003

As mentioned above, replacement capital costs are spent in 2024. Demolition costs are expected to be fully incurred in the final year of construction (i.e., 2024).

Operations and Maintenance Inputs

In addition to capital costs, Operations and Maintenance (O&M) costs are estimated and compared for each of the alternatives over the course of the project life-cycle. The annual O&M costs are anticipated to be the same for all alternatives. As the rehabilitation repairs will be handled through the repair cycles, this analysis assumes the O&M costs (routine inspection cycles and routine maintenance) will be similar for all alternatives. The analysis assumes annual operations and maintenance will cost \$1,664 per year as shown in Table 4.

Table 4: O&M Assumptions

Assumption	Value
Annual O&M Cost per square foot	\$0.08
Area, square foot	20,800
Annual O&M Cost for replacement and rehabilitation alternatives, 2024\$/year	\$1,664

Discount Rate Assumptions

All the cost estimates are presented in constant 2024 dollars (also referred to as real dollars). To account for society's general preference for present consumption (rather than future consumption), all costs that occur in the future need to be discounted in order to be compared in present value terms. To that end, a real discount rate is identified and applied to all costs in future years to bring them to a "common denominator" of present value. This discount rate accounts for the time value of money and allows for the comparison of the various expenditures forecasted to occur over multiple future years. The discount rate is applied to calculate the present value of the investment. A real discount rate of 3% is used for the primary analysis, which is in line with prior FDOT analyses of bridges and with FHWA guidelines.⁶ Sensitivity analyses to higher (5%) and lower (1%) discount rates have also been conducted to understand the implication of the discount rates on the relative life-cycle costs of each alternative.

Residual Value

Within this LCCA, the analysis period is set to be less than the useful service life for all alternatives; therefore, a residual value is estimated for those components. As the last year of analysis is 2054, the residual value is estimated the next year, in 2055. Residual value is included in the present value calculation of the project's cost, with a negative sign (i.e., residual value is subtracted from the life-cycle cost). For Alternative #1, the expected remaining life for Spans 2 through 4 is 27 years and for Spans 1 and 5 it would be 45 years. For Alternative #2, it is expected that the bridge will have a remaining life of 45 years. For Alternative #3, the remaining life of the existing bridge is 27 years. The residual value is based on bridge costs only.

⁶ FHWA Live Cycle Cost Analysis Primer, 2002.

Chapter 3. Results of the Primary Analysis

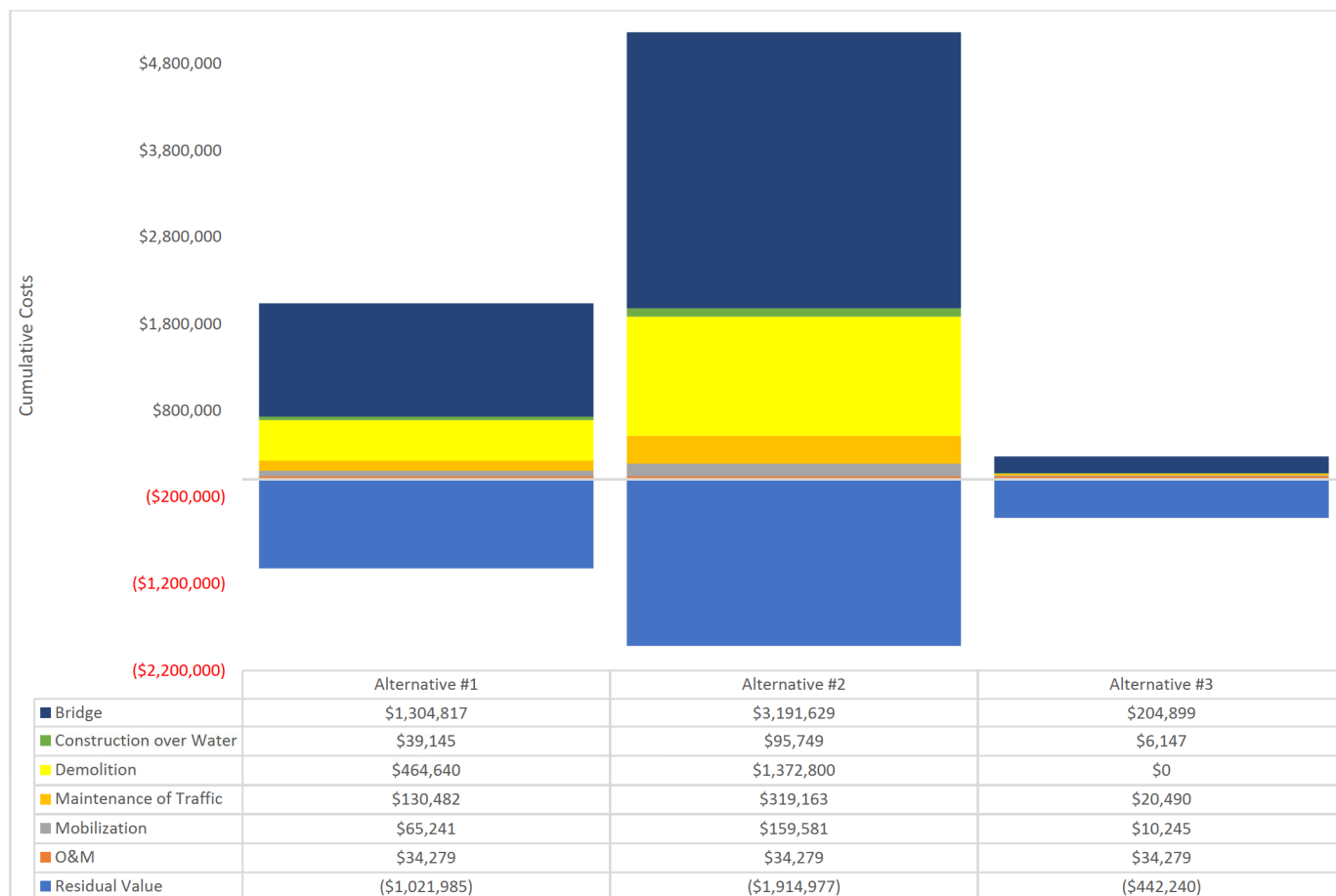
The results of the primary analysis show that Alternative #3 has a lower life-cycle cost than Alternative #1 and #2. Table 5 summarizes the results of the primary LCCA for the alternatives. The table presents construction costs, O&M costs, and the total project costs for each scenario, discounted to present value using the 3% discount rate assumption. In all alternatives, the bridge has useful service life beyond the analysis period, which is captured in the Capital Cost line of the table and is shown as a separate line item at the bottom of the table.

Table 5: Results of the Primary Analysis

Present Value of the Cost by Category (Discounted at 3%)	Alternative #1	Alternative #2	Alternative #3
Capital Costs	\$896,029	\$2,968,937	-\$200,459
O&M Costs	\$34,279	\$34,279	\$34,279
Total Life Cycle Cost	\$930,308	\$3,003,216	-\$166,180
Residual Value (included in Capital Costs)	\$1,021,985	\$1,914,977	\$442,240

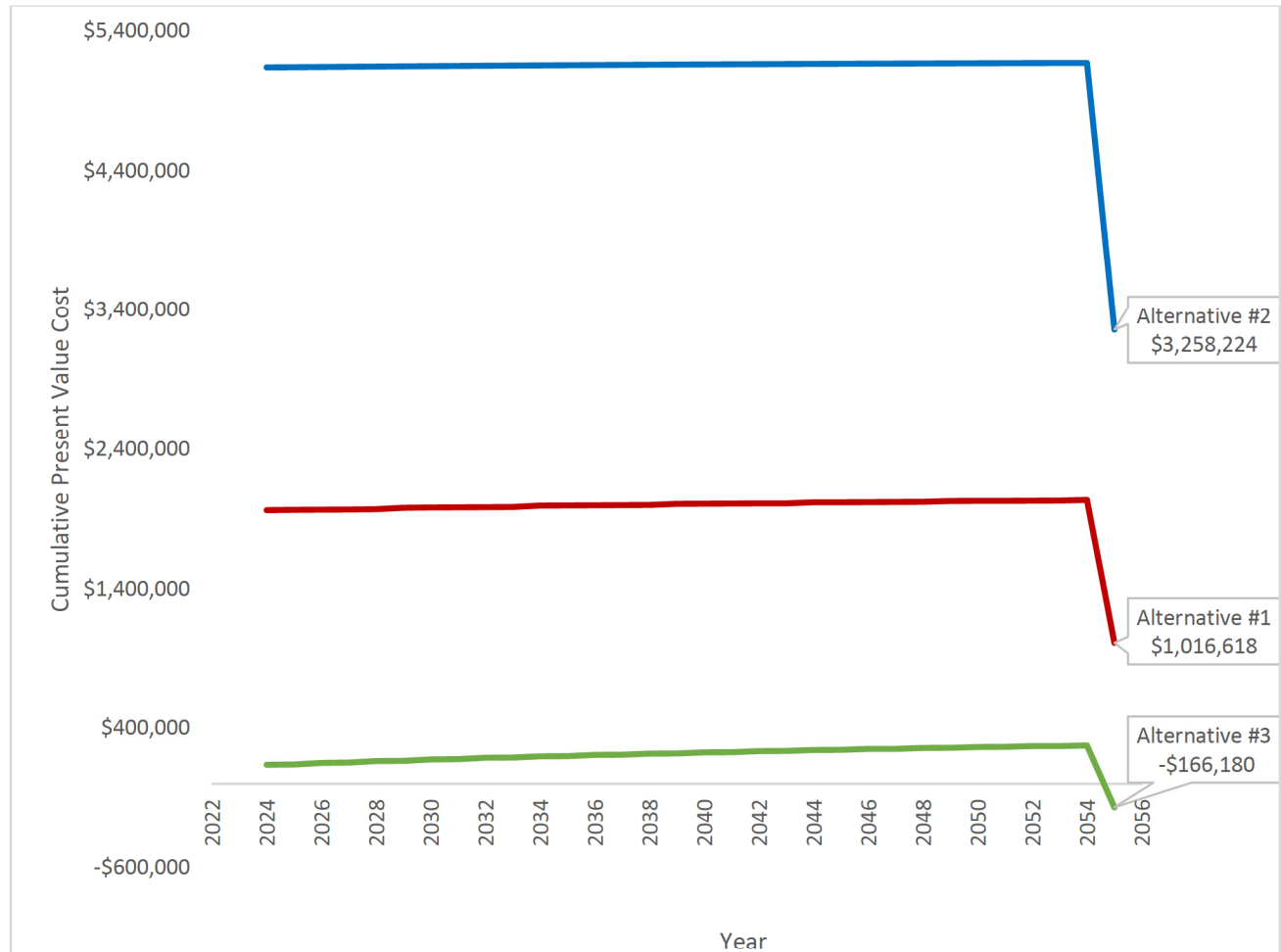
Figure 1 presents a more detailed breakdown of the costs. The major category is the cost of the bridge, followed by demolition.

Figure 1: Primary Analysis Present Value of Costs, by Category



The cumulative present value costs of each of the alternatives are presented in Figure 2. Alternative #1 is represented by the red line, Alternative #2 is represented by the blue line, and Alternative #3 is represented by the green line.

Figure 2: Present Value Cumulative Costs Comparison by Alternative



All lines show that construction starts and ends in 2024. In the end of the analysis, the remaining (residual) value of the bridge (which includes only bridge cost) is subtracted from the costs accumulated by 2055.

The red line shows the results of the seven cycles of rehabilitation of the remaining spans for Alternative #1, starting in 2024 (cycle 1), 2029, 2034, 2039, 2044, 2049, & 2054. The green line shows the results of the sixteen cycles of rehabilitation of the entire bridge for Alternative #3, starting in 2024 (cycle 1), 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054. The capital cost for all cycles is approximately \$8 thousand (non-discounted) per cycle. Annual O&M costs are incurred from 2024 to 2054.

The comparison between the present values of the total costs of all alternatives reveals that Alternative #2 (\$3,035,186) is more costly relative to Alternative #1 (\$812,905) and Alternative #3 (-\$246,111).

Chapter 4. Sensitivity Analysis

This chapter describes the sensitivity analyses scenarios and results.

Sensitivity Parameters

Scenarios

As was discussed in the previous chapters, the primary analysis considered three alternatives using a 3% real discount rate. To understand the implications of this assumption, sensitivity scenarios have been developed to account for various discount rates.

Discount Rate – The primary analysis assumes a real discount rate of 3%. The sensitivity scenarios evaluate real discount rates of 1% and 5%.

Between the primary and sensitivity analyses, there are a total of 9 scenarios. The full list of all the scenarios is presented in Table 6 along with the values used for the real discount rate and rehabilitation cycle parameters.

Table 6: Summary of Scenarios, including Sensitivity Scenarios

Type	Scenario	Description	Rehabilitation Cycle	Real Discount Rate
Primary	Scenario 1	Alternative #1	5 years	3%
	Scenario 2	Alternative #2	N/A	3%
	Scenario 3	Alternative #3	2 years	3%
Sensitivity	Scenario 4	Alternative #1	5 years	1%
	Scenario 5	Alternative #2	N/A	1%
	Scenario 6	Alternative #3	2 years	1%
	Scenario 7	Alternative #1	5 years	5%
	Scenario 8	Alternative #2	N/A	5%
	Scenario 9	Alternative #3	2 years	5%

Capital Cost and Rehabilitation Cycle Inputs

The capital cost inputs, and rehabilitation cycle assumptions remain unchanged in the sensitivity scenarios. The rehabilitation cycles are assumed to be every 5 years for Alternative #1, resulting in 7 cycles and every 2 years for Alternative #3, resulting in 16 cycles between 2024 and 2054.

Residual Value Assumptions

The residual value assumptions remain unchanged in the sensitivity scenarios.

Sensitivity Testing Results

The sensitivity scenarios are evaluated relative to the primary analysis scenarios. Within this section the results of the various sensitivity analyses are presented within the following groups:

1. Sensitivity to the Lower Discount Rate (1%) - Scenarios 4 thru 6; and
2. Sensitivity to the Higher Discount Rate (5%) - Scenarios 7 thru 9.⁷

⁷ In the rest of this section, results only for a subset of the 9 models will be discussed. For more information on all 9 models, see Appendix C: Sensitivity Testing Results.

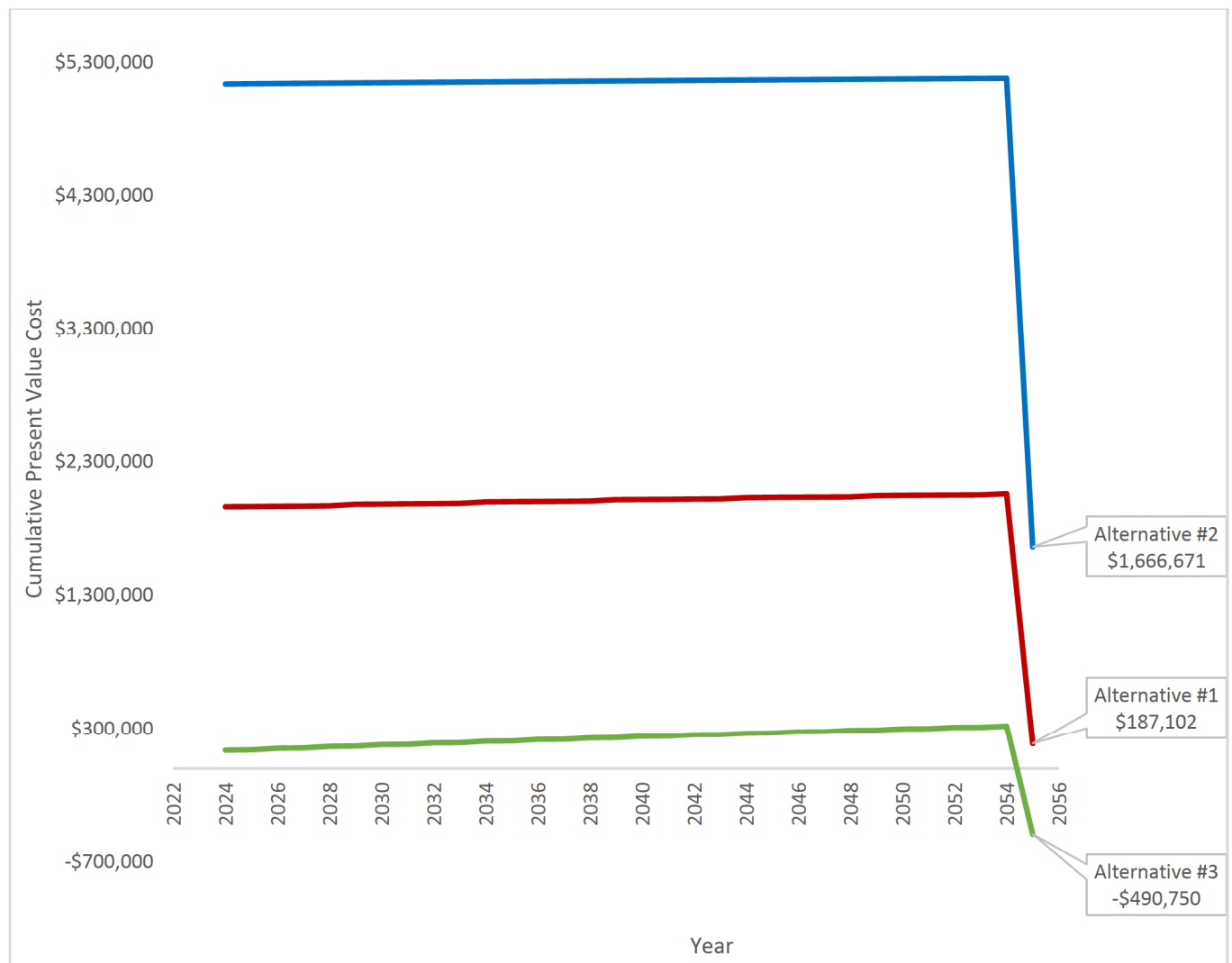
Sensitivity to the Lower Discount Rate (1%) Results

Table 7 and Figure 3 show that at the 1% real discount rate, the lowest life-cycle cost is achieved with Alternative #3. This sensitivity analysis compares all alternatives. Based on the comparison, the Alternative #3 scenario at this discount rate is the preferred option, with a difference in life-cycle cost of \$677,852 compared to Alternative #1 and \$2,157,421 compared to Alternative #2 in present value terms at this low real discount rate.

Table 7: Sensitivity Results – 1% Discount Rate

Present Value Costs by Category	Alternative #1	Alternative #2	Alternative #3
Total Life-Cycle Cost	\$187,102	\$1,666,671	-\$490,750

Figure 3: Cumulative Present Value of Costs – Lower Discount Rate Sensitivity



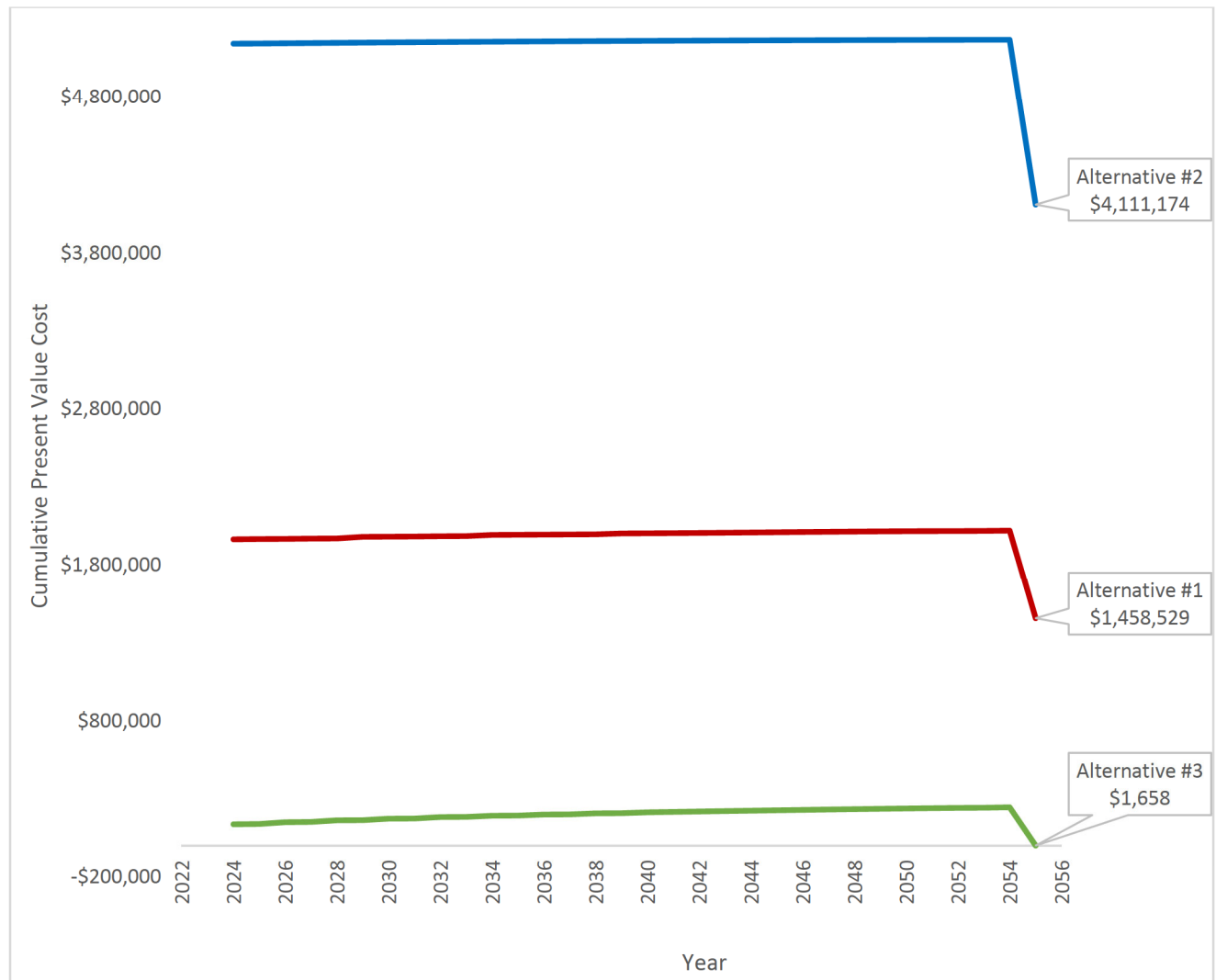
Sensitivity to the Higher Discount Rate (5%) Results

Table 8 and Figure 4 show that at the 5% real discount rate, the lowest life-cycle cost is achieved with Alternative #3. This sensitivity analysis compares both alternatives. Based on the comparison, the Alternative #3 scenario at this discount rate is the preferred option, with a difference in life-cycle cost of \$1,456,871 compared to Alternative #1 and \$4,109,516 compared to Alternative #2 in present value terms at this low real discount rate.

Table 8: Sensitivity Results – 5% Discount Rate

Present Value Costs by Category	Alternative #1	Alternative #2	Alternative #3
Total Life-Cycle Cost	\$1,458,529	\$4,111,174	\$1,658

Figure 4: Cumulative Present Value of Costs – Higher Discount Rate Sensitivity



Chapter 5. Conclusions

Based on the findings of the base analysis, under the 3% discount rate, Alternative #3 has a lower life-cycle cost compared to Alternative #1 and #2. The sensitivity analysis using low (1%), and high (5%) real discount rates showed that Alternative #3 results in lower life-cycle costs compared to Alternative #1 and #2.

By not replacing the prestress slab units and just patching those spalls, the bottom strands of the units would continue to corrode, and this could possibly end up in the strands not having sufficient area and snapping, causing catastrophic consequences.

Our recommendation to the Town would be to replace the first and last span of the bridge. There is no economic advantage in replacing the entire bridge compared to only replacing the first and last span as it was demonstrated on the different scenarios of the LCCA report.

To accomplish this prestress slab unit replacement, a Temporary Traffic Control Plan would be required to divert the traffic flow while construction is taking place. It would require two phases to complete the entire process. In phase one, both directions of travel would be reduced to a single lane and placed on half of the bridge while the other half is being replaced (for first and last span). The second phase would be similar, but the travel lanes would be on the already constructed side, and the other half would be replaced (for first and last span).

Maintaining the same roadway profile is a priority so there are no kinks or bumps on the road. To achieve this, the prestress slab units must be recreated from the existing plans information. Some features would be reconsidered so this problem does not happen again, for example:

- The steel reinforcing bars and strands would be replaced by stainless steel.
- The concrete mix would be designed for the harsh conditions of salt water by adding admixtures.
- The clear cover would be increased.

In conclusion, during our field visit we encountered that the first and last span of the bridge was severely spalled/delaminated and requested a chloride test. The results of the chloride test encounter an extremely high concentration of chloride at the bottom of the slab units. Due to this result, we are recommending replacing the entire first and last span.

List of Appendices

- A. Acronyms
- B. Detailed LCCA Results
- C. Sensitivity Testing Results
- D. Alternative #1 Cost Estimate
- E. Alternative #2 Cost Estimate
- F. Alternative #3 Cost Estimate
- G. Field Visit Pictures
- H. 2022 Bridge 875105 Inspection Report
- I. VCS Chloride Inspection Report
- J. Bridge 875105 Original Plans

Appendix A: Acronyms

FHWA	Federal Highway Administration
LCCA	Life-Cycle Cost Analysis
AASHTO	American Association of State Highway and Transportation Officials
O&M	Operation and Maintenance

Appendix B: Detailed LCCA Results
Detailed Results – Scenario 1 – Alternative #1 – Discounted at 3%

Year	Bridge	Maintenance of Traffic	Mobilization	Construction over Water	Demolition	O&M	Residual Value	Total Cost
2024	\$1,270,393	\$127,039	\$63,520	\$38,112	\$464,640	\$1,664	\$0	\$1,965,368
2025	\$0	\$0	\$0	\$0	\$0	\$1,616	\$0	\$1,616
2026	\$0	\$0	\$0	\$0	\$0	\$1,568	\$0	\$1,568
2027	\$0	\$0	\$0	\$0	\$0	\$1,523	\$0	\$1,523
2028	\$0	\$0	\$0	\$0	\$0	\$1,478	\$0	\$1,478
2029	\$8,043	\$804	\$402	\$241	\$0	\$1,435	\$0	\$10,927
2030	\$0	\$0	\$0	\$0	\$0	\$1,394	\$0	\$1,394
2031	\$0	\$0	\$0	\$0	\$0	\$1,353	\$0	\$1,353
2032	\$0	\$0	\$0	\$0	\$0	\$1,314	\$0	\$1,314
2033	\$0	\$0	\$0	\$0	\$0	\$1,275	\$0	\$1,275
2034	\$6,938	\$694	\$347	\$208	\$0	\$1,238	\$0	\$9,425
2035	\$0	\$0	\$0	\$0	\$0	\$1,202	\$0	\$1,202
2036	\$0	\$0	\$0	\$0	\$0	\$1,167	\$0	\$1,167
2037	\$0	\$0	\$0	\$0	\$0	\$1,133	\$0	\$1,133
2038	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$1,100
2039	\$5,985	\$599	\$299	\$180	\$0	\$1,068	\$0	\$8,130
2040	\$0	\$0	\$0	\$0	\$0	\$1,037	\$0	\$1,037
2041	\$0	\$0	\$0	\$0	\$0	\$1,007	\$0	\$1,007
2042	\$0	\$0	\$0	\$0	\$0	\$977	\$0	\$977
2043	\$0	\$0	\$0	\$0	\$0	\$949	\$0	\$949
2044	\$5,163	\$516	\$258	\$155	\$0	\$921	\$0	\$7,013
2045	\$0	\$0	\$0	\$0	\$0	\$894	\$0	\$894
2046	\$0	\$0	\$0	\$0	\$0	\$868	\$0	\$868
2047	\$0	\$0	\$0	\$0	\$0	\$843	\$0	\$843
2048	\$0	\$0	\$0	\$0	\$0	\$819	\$0	\$819
2049	\$4,453	\$445	\$223	\$134	\$0	\$795	\$0	\$6,050
2050	\$0	\$0	\$0	\$0	\$0	\$772	\$0	\$772
2051	\$0	\$0	\$0	\$0	\$0	\$749	\$0	\$749
2052	\$0	\$0	\$0	\$0	\$0	\$727	\$0	\$727
2053	\$0	\$0	\$0	\$0	\$0	\$706	\$0	\$706
2054	\$3,842	\$384	\$192	\$115	\$0	\$686	\$0	\$5,219
2055	-\$1,021,985	\$0	\$0	\$0	\$0	\$0	-\$1,021,985	-\$1,021,985
Grand Total	\$282,832	\$130,482	\$65,241	\$39,145	\$464,640	\$34,279	-\$1,021,985	\$1,016,618

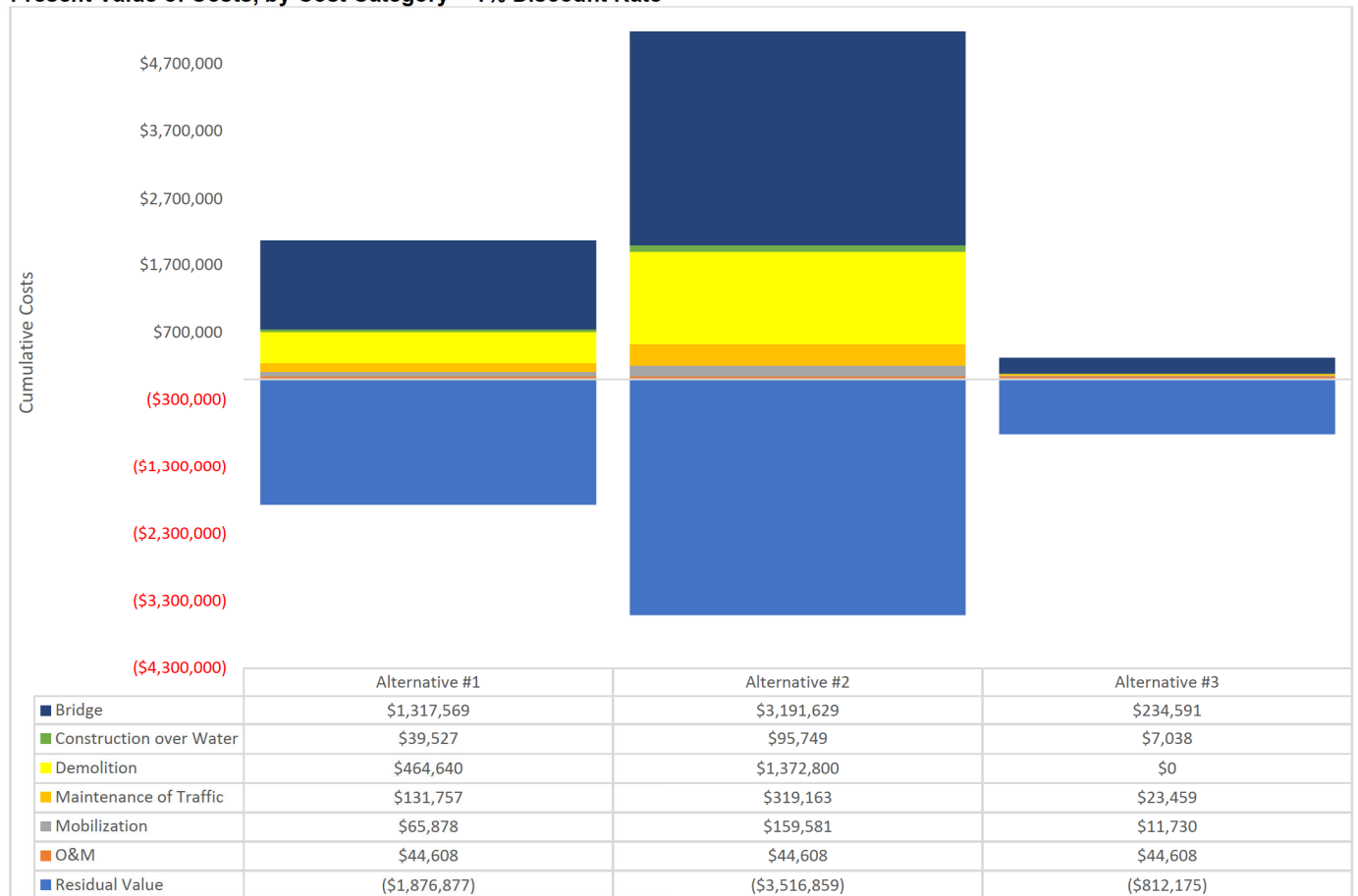
Detailed Results – Scenario 2 – Alternative #2 – Discounted at 3%

Year	Bridge	Maintenance of Traffic	Mobilization	Construction over Water	Demolition	O&M	Residual Value	Total Cost
2024	\$3,191,629	\$319,163	\$159,581	\$95,749	\$1,372,800	\$1,664	\$0	\$5,140,586
2025	\$0	\$0	\$0	\$0	\$0	\$1,616	\$0	\$1,616
2026	\$0	\$0	\$0	\$0	\$0	\$1,568	\$0	\$1,568
2027	\$0	\$0	\$0	\$0	\$0	\$1,523	\$0	\$1,523
2028	\$0	\$0	\$0	\$0	\$0	\$1,478	\$0	\$1,478
2029	\$0	\$0	\$0	\$0	\$0	\$1,435	\$0	\$1,435
2030	\$0	\$0	\$0	\$0	\$0	\$1,394	\$0	\$1,394
2031	\$0	\$0	\$0	\$0	\$0	\$1,353	\$0	\$1,353
2032	\$0	\$0	\$0	\$0	\$0	\$1,314	\$0	\$1,314
2033	\$0	\$0	\$0	\$0	\$0	\$1,275	\$0	\$1,275
2034	\$0	\$0	\$0	\$0	\$0	\$1,238	\$0	\$1,238
2035	\$0	\$0	\$0	\$0	\$0	\$1,202	\$0	\$1,202
2036	\$0	\$0	\$0	\$0	\$0	\$1,167	\$0	\$1,167
2037	\$0	\$0	\$0	\$0	\$0	\$1,133	\$0	\$1,133
2038	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$1,100
2039	\$0	\$0	\$0	\$0	\$0	\$1,068	\$0	\$1,068
2040	\$0	\$0	\$0	\$0	\$0	\$1,037	\$0	\$1,037
2041	\$0	\$0	\$0	\$0	\$0	\$1,007	\$0	\$1,007
2042	\$0	\$0	\$0	\$0	\$0	\$977	\$0	\$977
2043	\$0	\$0	\$0	\$0	\$0	\$949	\$0	\$949
2044	\$0	\$0	\$0	\$0	\$0	\$921	\$0	\$921
2045	\$0	\$0	\$0	\$0	\$0	\$894	\$0	\$894
2046	\$0	\$0	\$0	\$0	\$0	\$868	\$0	\$868
2047	\$0	\$0	\$0	\$0	\$0	\$843	\$0	\$843
2048	\$0	\$0	\$0	\$0	\$0	\$819	\$0	\$819
2049	\$0	\$0	\$0	\$0	\$0	\$795	\$0	\$795
2050	\$0	\$0	\$0	\$0	\$0	\$772	\$0	\$772
2051	\$0	\$0	\$0	\$0	\$0	\$749	\$0	\$749
2052	\$0	\$0	\$0	\$0	\$0	\$727	\$0	\$727
2053	\$0	\$0	\$0	\$0	\$0	\$706	\$0	\$706
2054	\$0	\$0	\$0	\$0	\$0	\$686	\$0	\$686
2055	-\$1,914,977	\$0	\$0	\$0	\$0	\$0	-\$1,914,977	-\$1,914,977
Grand Total	\$1,276,652	\$319,163	\$159,581	\$95,749	\$1,372,800	\$34,279	-\$1,914,977	\$3,258,224

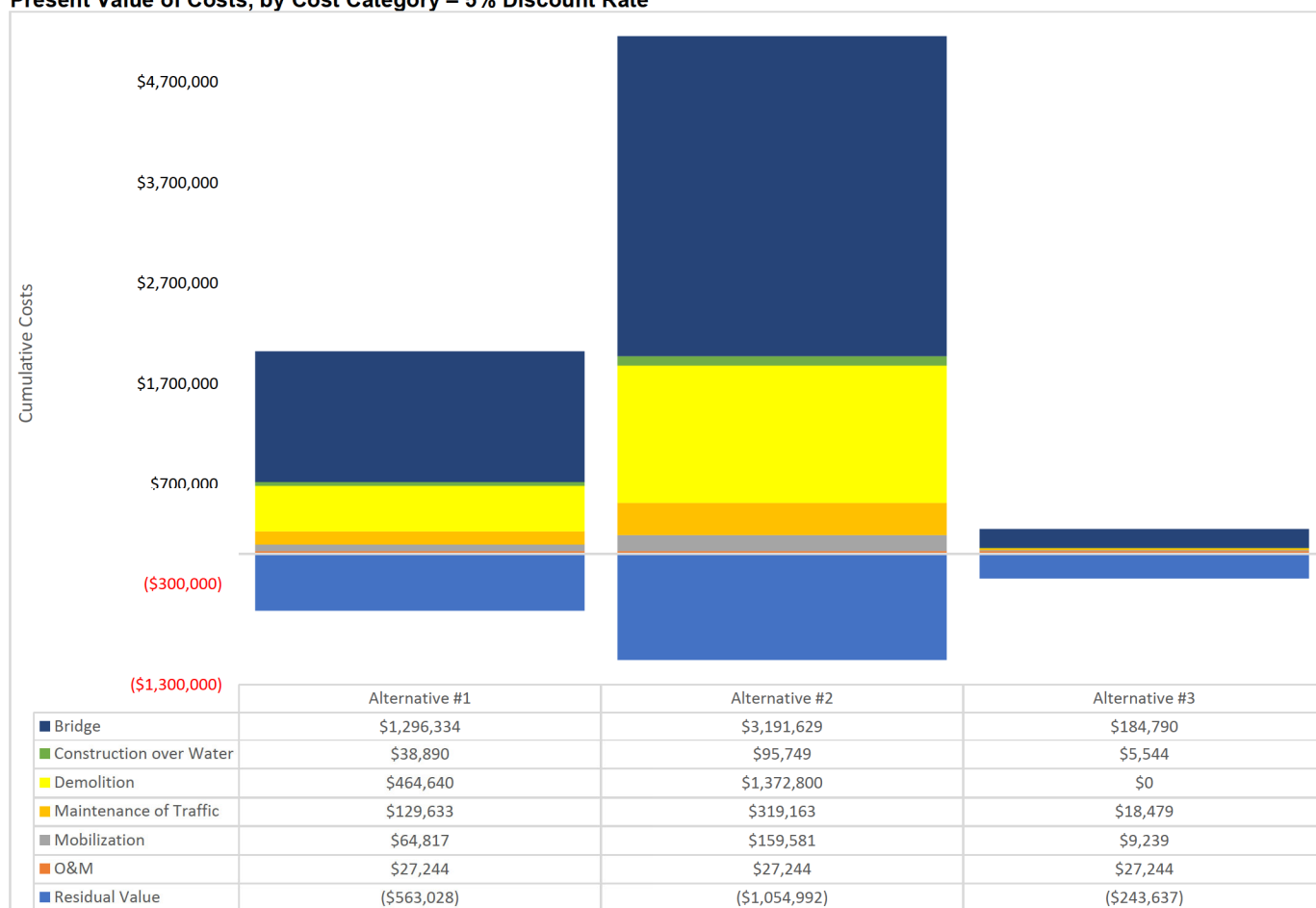
Detailed Results – Scenario 3 – Alternative #3 – Discounted at 3%

Year	Bridge	Maintenance of Traffic	Mobilization	Construction over Water	Demolition	O&M	Residual Value	Total Cost
2024	\$114,868	\$11,487	\$5,743	\$3,446	\$0	\$1,664	\$0	\$137,208
2025	\$0	\$0	\$0	\$0	\$0	\$1,616	\$0	\$1,616
2026	\$8,789	\$879	\$439	\$264	\$0	\$1,568	\$0	\$11,940
2027	\$0	\$0	\$0	\$0	\$0	\$1,523	\$0	\$1,523
2028	\$8,285	\$828	\$414	\$249	\$0	\$1,478	\$0	\$11,254
2029	\$0	\$0	\$0	\$0	\$0	\$1,435	\$0	\$1,435
2030	\$7,809	\$781	\$390	\$234	\$0	\$1,394	\$0	\$10,608
2031	\$0	\$0	\$0	\$0	\$0	\$1,353	\$0	\$1,353
2032	\$7,361	\$736	\$368	\$221	\$0	\$1,314	\$0	\$9,999
2033	\$0	\$0	\$0	\$0	\$0	\$1,275	\$0	\$1,275
2034	\$6,938	\$694	\$347	\$208	\$0	\$1,238	\$0	\$9,425
2035	\$0	\$0	\$0	\$0	\$0	\$1,202	\$0	\$1,202
2036	\$6,540	\$654	\$327	\$196	\$0	\$1,167	\$0	\$8,884
2037	\$0	\$0	\$0	\$0	\$0	\$1,133	\$0	\$1,133
2038	\$6,165	\$616	\$308	\$185	\$0	\$1,100	\$0	\$8,374
2039	\$0	\$0	\$0	\$0	\$0	\$1,068	\$0	\$1,068
2040	\$5,811	\$581	\$291	\$174	\$0	\$1,037	\$0	\$7,894
2041	\$0	\$0	\$0	\$0	\$0	\$1,007	\$0	\$1,007
2042	\$5,477	\$548	\$274	\$164	\$0	\$977	\$0	\$7,440
2043	\$0	\$0	\$0	\$0	\$0	\$949	\$0	\$949
2044	\$5,163	\$516	\$258	\$155	\$0	\$921	\$0	\$7,013
2045	\$0	\$0	\$0	\$0	\$0	\$894	\$0	\$894
2046	\$4,866	\$487	\$243	\$146	\$0	\$868	\$0	\$6,611
2047	\$0	\$0	\$0	\$0	\$0	\$843	\$0	\$843
2048	\$4,587	\$459	\$229	\$138	\$0	\$819	\$0	\$6,231
2049	\$0	\$0	\$0	\$0	\$0	\$795	\$0	\$795
2050	\$4,324	\$432	\$216	\$130	\$0	\$772	\$0	\$5,874
2051	\$0	\$0	\$0	\$0	\$0	\$749	\$0	\$749
2052	\$4,076	\$408	\$204	\$122	\$0	\$727	\$0	\$5,536
2053	\$0	\$0	\$0	\$0	\$0	\$706	\$0	\$706
2054	\$3,842	\$384	\$192	\$115	\$0	\$686	\$0	\$5,219
2055	-\$442,240	\$0	\$0	\$0	\$0	\$0	-\$442,240	-\$442,240
Grand Total	-\$237,341	\$20,490	\$10,245	\$6,147	\$0	\$34,279	-\$442,240	-\$166,180

Appendix C: Sensitivity Testing Results
Present Value of Costs, by Cost Category – 1% Discount Rate



Present Value of Costs, by Cost Category – 5% Discount Rate



Appendix D: Alternative #1 Cost Estimate

Bridge 875105 Proposed Alternative #1 Cost Estimate (Span 1 and 5 Replacement)

Pay Item	Description	Quantity	Unit	Unit Price	Total
334 1 52	Superpave Asphaltic Concrete, Traffic B, PG76-22	64.6	TN	\$189.32	\$12,230
337 7 25	Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	31.3	TN	\$227.77	\$7,129
400 4 4	Concrete Class IV, Superstructure	131.0	CY	\$2,310.73	\$302,705
400 147	Composite Neoprene Pads	6.7	CF	\$1,639.14	\$10,982
415 2 4	Stainless Reinforcing Steel, Superstructure	26845	LB	\$7.70	\$206,707
450 3 24	Prestressed Slab Units, Width 60", Thickness 18"	1376	LF	\$484.00	\$665,984
458 1 11	Bridge Deck Expansion Joint, New Construction, F&I Poured Joint With	158	LF	\$87.60	\$13,841
458 2	Polymer Nosing For Bridge Deck Expansion Joint	13.1	CF	\$874.56	\$11,457
515 4 1	Bullet Rail, Single Rail	176	LF	\$60.64	\$10,673
521 5 5	Concrete Traffic Railing- Bridge, 42" Vertical Face	176	LF	\$110.00	\$19,360
Subtotal Cost					\$1,261,068

Maintenance of Traffic Cost (10% of Subtotal)	\$126,107
Mobilization Cost (5% of Subtotal)	\$63,053
Construction Over Water (3% of Subtotal)	\$37,832

100 3	Removal Of Existing Structures/Bridges	7040	SF	\$66.00	\$464,640
-------	--	------	----	---------	-----------

Total Cost Excluding Demolition	\$1,488,061
Total Cost	\$1,952,701

Residual Value

Bridge Structure Life:	75 years
Span 1 & 5 Remaining Life:	45 years
Subtotal Cost:	\$1,261,068
Span 1 & 5 Residual Value:	\$756,641

Bridge 875105 Proposed Alternative #1 Cost Estimate (Remaining Bridge Rehabilitation)

2024, 2029, 2034, 2039, 2044, 2049, 2054					
Pay Item	Description	Quantity	Unit	Unit Price	Total
401 70 2	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene	10.0	CF	\$932.45	\$9,324
Subtotal Cost					\$9,324
Maintenance of Traffic Cost (10% of Subtotal)					\$932
Mobilization Cost (5% of Subtotal)					\$466
Construction Over Water (3% of Subtotal)					\$280
Total Cost					\$11,003

All life cycle repairs					
Pay Item	Description	Quantity	Unit	Unit Price	Total
401 70 2	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene	70.0	CF	\$932.45	\$65,271
Subtotal Cost					\$65,271
Maintenance of Traffic Cost (10% of Subtotal)					\$6,527
Mobilization Cost (5% of Subtotal)					\$3,264
Construction Over Water (3% of Subtotal)					\$1,958
Total Cost					\$77,020

Bridge 875105 Remaining Spans 2 thru 4 Cost Estimate (Approximate)

Pay Item	Description	Quantity	Unit	Unit Price	Total
334 1 52	Superpave Asphaltic Concrete, Traffic B, PG76-22	79.98	TN	\$172.11	\$13,765
337 7 25	Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	46.26	TN	\$207.06	\$9,579
400 4 4	Concrete Class IV, Superstructure	109.08	CY	\$2,100.66	\$229,140
400 147	Composite Neoprene Pads	10.00	CF	\$1,000.00	\$10,000
415 1 4	Reinforcing Steel - Bridge Superstructure	14050.80	LB	\$1.51	\$21,217
450 3 24	Prestressed Slab Units, Width 60", Thickness 18"	2064.00	LF	\$440.00	\$908,160
521 5 5	Concrete Traffic Railing- Bridge, 42" Vertical Face	264.00	LF	\$100.00	\$26,400

Subtotal Cost (2023) \$1,218,261

i = 3%

n = 17

Subtotal Cost (2006) \$737,068

Residual Value

Bridge Structure Life: 75 years

Remaining Life: 27 years

Subtotal Cost: \$737,068

Residual Value: \$265,344

Appendix E: Alternative #2 Cost Estimate

Bridge 875105 Proposed Alternative #2 Cost Estimate (Entire Bridge Replacement)

Pay Item	Description	Quantity	Unit	Unit Price	Total
400 2 10	Concrete Class II, Approach Slabs	161.5	CY	\$1,042.56	\$168,373
400 4 47	Concrete Class IV, Cast In Place Topping With Shrinkage Reducing Admix	627.9	CY	\$1,254.00	\$787,387
400 148	Plain Neoprene Bearing Pads	35.6	CF	\$1,100.00	\$39,160
415 1 9	Reinforcing Steel-Approach Slabs	32291	LB	\$2.08	\$67,133
415 2 4	Stainless Reinforcing Steel, Superstructure	122583	LB	\$7.70	\$943,889
450 8 54	Prestressed Beam: Florida Slab Beam, Beam Depth 12" CFRP/SS, Width	3427	LF	\$308.00	\$1,055,516
458 1 11	Bridge Deck Expansion Joint, New Construction, F&I Poured Joint With	473	LF	\$87.60	\$41,437
515 4 1	Bullet Rail, Single Rail	520	LF	\$60.64	\$31,534
521 5 5	Concrete Traffic Railing- Bridge, 42" Vertical Face	520	LF	\$110.00	\$57,200

Subtotal Cost \$3,191,629

Maintenance of Traffic Cost (10% of Subtotal) \$319,163

Mobilization Cost (5% of Subtotal) \$159,581

Construction Over Water (3% of Subtotal) \$95,749

100 3	Removal Of Existing Structures/Bridges	20800	SF	\$66.00	\$1,372,800
-------	--	-------	----	---------	-------------

Total Cost Excluding Demolition \$3,766,122

Total Cost \$5,138,922

Residual Value

Bridge Structure Life: 75 years

Bridge Remaining Life: 45 years

Subtotal Cost: \$3,191,629

Bridge Residual Value: \$1,914,977

Appendix F: Alternative #3 Cost Estimate

Bridge 875105 Proposed Alternative #3 Cost Estimate (Bridge Repairs)

Pay Item	Description	Quantity	Unit	Unit Price	Total
401 70 2	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene	54.6	CF	\$932.45	\$50,912
450 83 1	Beam Repair, Strand Splices Δ	20	EA	\$3,000.00	\$60,000
458 1 21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	35	LF	\$113.03	\$3,956

Δ The quantity shown is based on past field inspections. Due to the dynamic nature of deterioration, the Town does not guarantee the accuracy of the estimates.

Subtotal Cost \$114,868

Maintenance of Traffic Cost (10% of Subtotal) \$11,487

Mobilization Cost (5% of Subtotal) \$5,743

Construction Over Water (3% of Subtotal) \$3,446

Total Cost \$135,544

Bridge 875105 Proposed Alternative #3 Cost Estimate (Bridge Rehabilitation)

2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054					
Pay Item	Description	Quantity	Unit	Unit Price	Total
401 70 2	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene	10.0	CF	\$932.45	\$9,324

Subtotal Cost \$9,324

Maintenance of Traffic Cost (10% of Subtotal) \$932

Mobilization Cost (5% of Subtotal) \$466

Construction Over Water (3% of Subtotal) \$280

Total Cost \$11,003

All life cycle repairs					
Pay Item	Description	Quantity	Unit	Unit Price	Total
401 70 2	Restore Spalled Areas, Latex Modified Mortar- Styrene Butadiene	150.0	CF	\$932.45	\$139,867

Subtotal Cost \$139,867

Maintenance of Traffic Cost (10% of Subtotal) \$13,987

Mobilization Cost (5% of Subtotal) \$6,993

Construction Over Water (3% of Subtotal) \$4,196

Total Cost \$165,043

Bridge 875105 Existing Spans 1 thru 5 Cost Estimate (Approximate)

Pay Item	Description	Quantity	Unit	Unit Price	Total
334 1 52	Superpave Asphaltic Concrete, Traffic B, PG76-22	133.30	TN	\$172.11	\$22,942
337 7 25	Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	77.10	TN	\$207.06	\$15,964
400 4 4	Concrete Class IV, Superstructure	181.80	CY	\$2,100.66	\$381,900
400 147	Composite Neoprene Pads	16.67	CF	\$1,000.00	\$16,667
415 1 4	Reinforcing Steel - Bridge Superstructure	23418.00	LB	\$1.51	\$35,361
450 3 24	Prestressed Slab Units, Width 60", Thickness 18"	3440.00	LF	\$440.00	\$1,513,600
521 5 5	Concrete Traffic Railing- Bridge, 42" Vertical Face	440.00	LF	\$100.00	\$44,000

Subtotal Cost (2023) \$2,030,434

i = 3%

n = 17

Subtotal Cost (2006) \$1,228,446

Residual Value

Bridge Structure Life: 75 years

Remaining Life: 27 years

Subtotal Cost: \$1,228,446

Residual Value: \$442,240

Appendix G: Field Visit Pictures

Span 1







Span 5





Appendix H: 2022 Bridge 875105 Inspection Report



BRIDGE INSPECTION REPORT

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

Inspected by:
Marlin Engineering, Inc.

Bridge No. 875105

REPORT CONTAINS

Inspection Date: 02-23-22

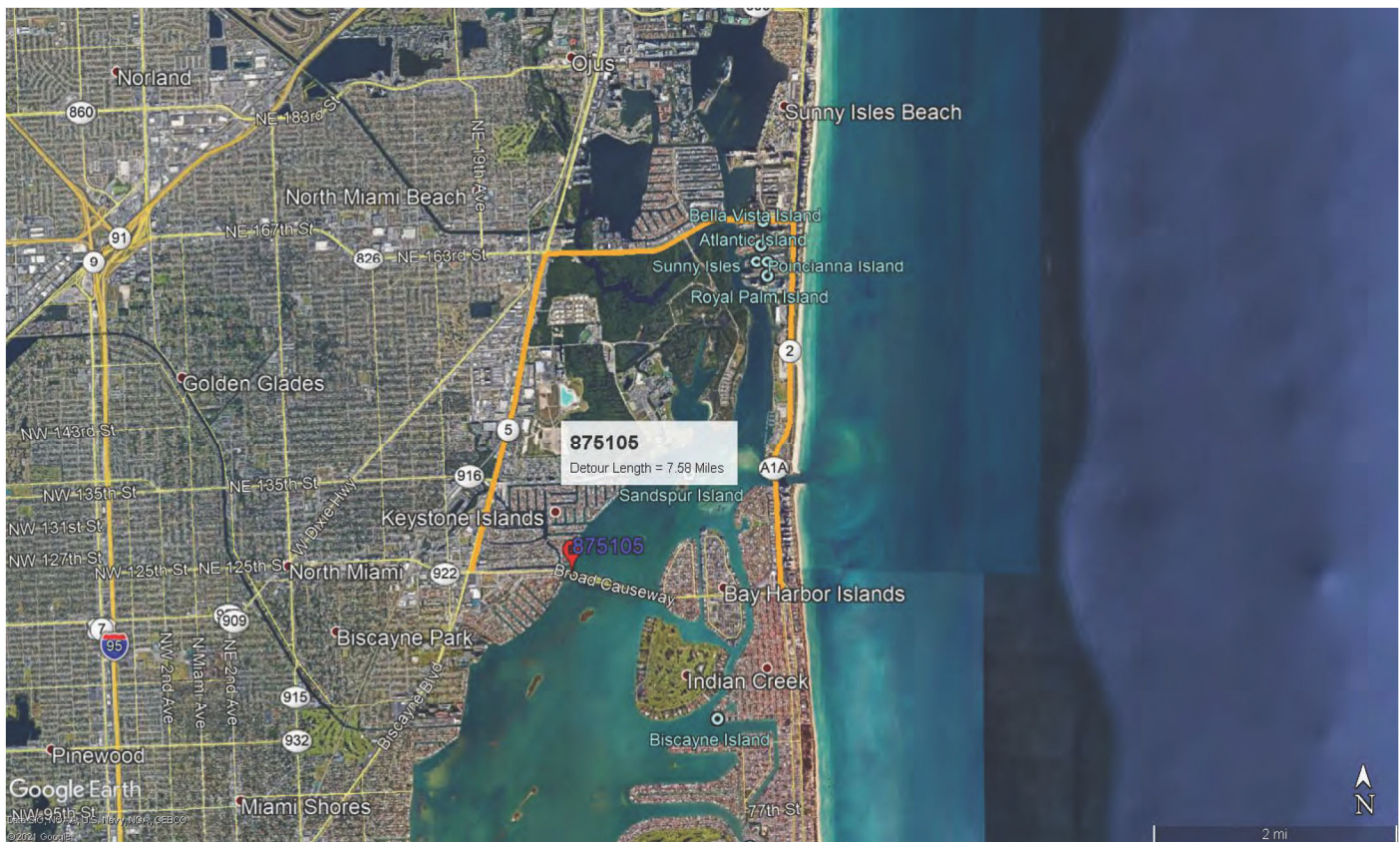
- | | | | |
|---|--|---|---|
| ☒ BrM Inspection Report | ☐ Bridge Profile | ☐ Fracture Critical Data | ☐ Addendum |
| ☒ CIDR Information | ☐ Underwater Inspection | ☒ Load Rating Summary Sheet | ☐ Mechanical and Electrical Data |



**NE 123rd Street over
 BISCAYNE BAY**

Facility Carried & Location

200Ft. W of Toll Plaza



Location Map

Detour Length = 7.58 Miles

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM****Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)****Structure ID: 875105****Inspection****DISTRICT: D6 - Miami****INSPECTION DATE: 2/23/2022 HLGJ**

BY: Marlin Engineering, Inc	STRUCTURE NAME: NE 123rd Street over Biscayne Bay
OWNER: 3 Town/Township Hwy Agcy	YEAR BUILT: 2006
MAINTAINED BY: 3 Town/Township Hwy Agcy	SECTION NO.: 87 066 000
STRUCTURE TYPE: 5 Prestressed Concrete - 01 Slab	MP: 3.764
LOCATION: 200Ft. W of Toll Plaza	ROUTE: 00922
SERV. TYPE ON: 5 Highway-pedestrian	FACILITY CARRIED: NE 123rd Street
SERV. TYPE UNDER: 5 Waterway	FEATURE INTERSECTED: BISCAYNE BAY

☐ FUNCTIONALLY OBSOLETE☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Interim

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/23/2022 UNDERWATER: 2/24/2021

SUFFICIENCY RATING: 38
HEALTH INDEX: 97.05

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR Report with PDF attachment(s) (INTERIM INSPECTION REPORT)

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ

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

STRUCTURE NAME: NE 123rd Street over Biscayne Bay
YEAR BUILT: 2006
SECTION NO.: 87 066 000
MP: 3.764
ROUTE: 00922
FACILITY CARRIED: NE 123rd Street
FEATURE INTERSECTED: BISCAYNE BAY

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

TYPE OF INSPECTION: Interim

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/23/2022 UNDERWATER: 2/24/2021

OVERALL NBI RATINGS:

DECK: 4 Poor CHANNEL: 7 Minor Damage
SUPERSTRUCTURE: 4 Poor CULVERT: N N/A (NBI)
SUBSTRUCTURE: 7 Good SUFF. RATING: 38
PERF. RATING: Poor HEALTH INDEX: 97.05

FIELD PERSONNEL / TITLE / NUMBER:

Padrino, Reinaldo - Senior Diver Bridge Inspector (CBI#242) (lead)
Carpio, Rodolfo - Bridge Inspector Assistance

INITIALS

RP Digitally signed by RP
Date: 2022.04.05
15:56:07 -0400

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Rego, Alexis - Bridge Inspector (CBI#00409)

AR Digitally signed by AR
Date: 2022.04.05
15:56:07 -0400

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Quintana, Jose - Professional Engineer (P.E. #47072) Marlin Engineering, Inc.
1700 NW 66 Avenue
Ste 106
Plantation FL 33313

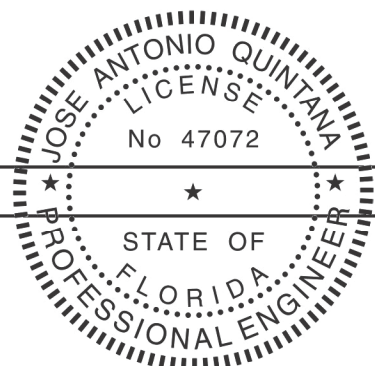
Jose A Quintana

Digitally signed by Jose A
Quintana
Date: 2022.04.07 13:00:21 -04'00'

SIGNATURE: _____

DATE: _____

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



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

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR Report with PDF attachment(s) (INTERIM INSPECTION REPORT)

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17771	97.36	303	1.66	178	0.98	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	303	100	0	.	0	.	303 (SF)
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	173	100	0	.	173 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

Element Inspection Notes:

8099/4 Note: This element represents the precast prestressed flat slab units. There are 16 slab units per span, measuring 43ft. L x 5ft. W x 18in. D. The deck top is not visible due to an asphalt overlay.

SECONDARY:

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

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

_The closure pours between the exterior sidewalk slabs and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W. Refer to Photo 02. NO CHANGE. NCAR.

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

For additional deficiencies refer to Defects 1080, 1090, and 1110.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

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

CORRECTIVE ACTION EVALUATION:

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

1080/4

CS-2:

_Slab unit 1-1 has a delamination 14ft. L x 24in. W In the south edge, starting at Abutment 1. (Total 28 SF) NO CHANGE.

_Slab unit 1-15 has a delamination full span length x full width. (Total 215 SF) Refer to Photo 03. NO CHANGE.

_Slabs units 5-3 and 5-4 both have a delamination 6ft. L X full width over the east bulkhead. (Total 60 SF) Refer to Photo 04. NO CHANGE.

1090/4

CS-3:

_Slab unit 1-2 underside has a spall/delamination 9ft. L x 5ft. W x 3in. D with one longitudinal and 6 transverse rebars exposed having up to 60% section remaining over the

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR Report with PDF attachment(s) (INTERIM INSPECTION REPORT)

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ

west bulkhead, starting at Abutment 1. Previously noted a delamination 14ft. L x 3ft. W average. (Total 45 SF) Refer to Photo 05. INCREASE.

_Slab unit 1-3 underside has a spall/delamination up to 10ft. L x 5ft. W x 3in. D with one longitudinal and 8 transverse rebars exposed having up to 60% section remaining over the west bulkhead. Previously noted a spall/delamination up to 10ft. L x 18in. W with corrosion bleed out. (Total 50 SF) Refer to Photo 05. INCREASE.

_Slab unit 1-4 underside has a spall/delamination up to 9ft. L x 5ft. W x 3in. D with one longitudinal and 6 transverse rebars exposed having up to 60% section remaining over the west bulkhead. Previously noted a delamination 8ft. L x 13in. W in the south edge and 8ft. L x 24in. W on the north edge. (Total 45 SF) INCREASE.

_Slab unit 1-5 underside, north edge has a spall/delamination 9ft. L x 3ft. W with one exposed longitudinal rebar having up to 60% section remaining over the west bulkhead. Previously noted a delamination 8ft. L x 3ft. W. (Total 24 SF) INCREASE.

_Slab unit 5-15 has a spall/delamination 9ft. L x 30in. W x 1/2in. D with one exposed rebar having up to 50% section loss, west of east bulkhead cap extending from south edge at 10ft. from Abutment 6. Previously documented as one exposed strand under Defect 1100. (Total 9 SF) Refer to Photo 06. NO CHANGE.

1110/4

CS-3:

_Slab unit 5-16, south face, bottom edge has a longitudinal crack 5ft. L x 1/16in. W with corrosion bleed out, west of east bulkhead. (Total 5 SF) Refer to Photo 07. NO CHANGE.

510/4

Refer to defect 3220 for deficiencies.

PREVIOUS RECOMMENDED CORRECTIVE ACTION:

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

CORRECTIVE ACTION EVALUATION:

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

3220/4

CS-3:

_The asphalt overlay has transverse cracks up to 1in. W with vegetation growth along the intermediate bent joints. (Total 214 SF) Refer to Photo 08. NO CHANGE.

Total Number of Elements*: 1

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR Report with PDF attachment(s) (INTERIM INSPECTION REPORT)

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ

Inspector Recommendations

UNIT: Structure DECKSUnit 1**ELEMENT/ENV:** 8099 / 4 PS Conc Slab (Sonovoid)**ELEM CATEGORY:** Decks/SlabsCONDITION
STATE

PRIORITY

1 , 2 , 3

MMS Quantity: 16 sf Element Estimated Quantity: 16 (SF)

2

WORK ORDER RECOMMENDATION:

Repair spalled/delaminated pickup point patches at the exterior sidewalk and median slabs. Photo 01

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

PRIORITY

3

MMS Quantity: 214 sf Element Estimated Quantity: 214 sq.ft

3

WORK ORDER RECOMMENDATION:

Clean and seal cracks on the asphalt overlay along the intermediate bent joints. Photo 08

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

PRIORITY

2

MMS Quantity: 481 sf Element Estimated Quantity: 481 (SF)

3

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units. Photos 03 to 07

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns.

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

REVIEWED BY:

Jose A
Quintana

Digitally signed by Jose
A Quintana
Date: 2022.04.07
12:59:02 -04'00'

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

**Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)**

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ

INSPECTION NOTES: **HLGJ** **2/23/2022**

Sufficiency Rating Calculation Accepted by knmeira at 3/30/2022 1:35 PM.

This Interim Inspection was conducted to evaluate the superstructure, Element 8099 PS Conc Slab, for the condition of the entire structure refer to the last Regular NBI Inspection on 02/23/2022.

The Deck and Superstructure NBI Ratings remain coded 4 (Poor) due to spall/delaminations covering more than 15% of the slab unit area. Slab units 1-2, 1-3, 1-4, and 1-15 meet this criteria. (02/23/2022).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/23/2022 per Jose A. Quintana, P.E.

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

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM****Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)****Structure ID: 875105****Inspection****DISTRICT: D6 - Miami****INSPECTION DATE: 2/23/2022 HLGJ**

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

The top face of the exterior sidewalk slabs and north half of the median slabs have spalled/delaminated pickup point patches up to 8in. diameter x 3/4in. deep with exposed cut pickup point steel at the ends of each span.

WORK ORDER RECOMMENDATION:

Repair spalled/delaminated pickup point patches at the exterior sidewalk and median slabs.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM****Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)****Structure ID: 875105****Inspection****DISTRICT: D6 - Miami****INSPECTION DATE: 2/23/2022 HLGJ**

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

The closure pours between the exterior sidewalk and median slabs have delaminations up to sidewalk width x 5in. wide and transverse cracks up to 4ft. L x 1/16in. W.

WORK ORDER RECOMMENDATION:
None.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM****Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)****Structure ID: 875105****Inspection****DISTRICT: D6 - Miami****INSPECTION DATE: 2/23/2022 HLGJ**

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

Slab unit 1-15 has a delamination full span length x full width.

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)**

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ



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

Slabs units 5-3 and 5-4 both have a delamination 6ft. L X full width over the east bulkhead.

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)**

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ



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

Slab units 1-2 and 1-3 underside: Spall/delaminations up to 9ft. L x 5ft. W x 3in. D with longitudinal and transverse rebars exposed (up to 60% section remaining) over the west bulkhead.

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)**

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ



Photo 06 Element/Env 8099/4: PS Conc Slab (Sonovoid)

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

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM****Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)****Structure ID: 875105****Inspection****DISTRICT: D6 - Miami****INSPECTION DATE: 2/23/2022 HLGJ**

Photo 07 Element/Env 8099/4: PS Conc Slab (Sonovoid)

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

WORK ORDER RECOMMENDATION:

Clean and paint any exposed rebar and repair spalls, delaminations and cracks along the slab units

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR Report with PDF attachment(s)
(INTERIM INSPECTION REPORT)**

Structure ID: 875105

Inspection

DISTRICT: D6 - Miami

INSPECTION DATE: 2/23/2022 HLGJ



Photo 08 Element/Env 8099/510/4: PS Conc Slab (Sonovoid)/ Wearing Surfaces

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

WORK ORDER RECOMMENDATION:

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

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

General Notes:

1. This table is based on the requirements established in the Jan./July 2006 "Structures Manual".

Table 2 Notes:

1. Permit capacity is determined by using the permit vehicle in all lanes.
2. If the Design Operating Load Rating is greater than 1, Load Rating using Legal Vehicles SUV, CS, and ST5 is not required.
3. Service III Inventory Design tensile stress limits = 30%fc.
4. Service III Operating Design, Legal, and Permit tensile stress limits = 7.5%fc.

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

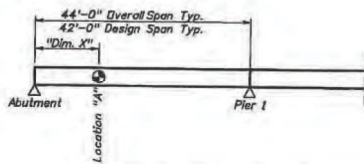
Abbreviations:

Inv - Inventory

Op - Operating

Bridge # 875105

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



SCALE N.A. DESIGNED BY TWT CHECKED BY TWT		 Kimley-Horn and Associates, Inc. 401 HARRISON BLVD. WEST PLAINFIELD, NJ 08078 TEL: 908-261-5500 FAX: 908-261-5501		DATE 12/3/2006 PROJECT NO. BC-113		 TOWN OF BAY HARBOR ISLANDS FLORIDA		DESIGN ENGINEER Thomas H. Forness FLORIDA REGISTRATION NO. 34814-03		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) LOAD RATING SUMMARY		SHEET NUMBER 1	
NO. OFFICE		DATE BY		BAY COUNTY		FLORIDA		SEAL					

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

Description

Structure Unit Identification

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

Roadway Identification

NBI Structure No (8): 875105
 Position/Prefix (5): 1 - Route On Structure
 Kind Hwy (Rte Prefix): 5 City Street
 Design Level of Service: 1 Mainline
 Route Number/Suffix: 00922 / 0 N/A (NBI)
 Feature Intersect (6): BISCAYNE BAY
 Critical Facility: Not Applicable
 Facility Carried (7): NE 123rd Street
 Mile Point (11): 3.764
 Latitude (16): 025d53'21.0" Long (17): 080d09'01.8"

Roadway Traffic and Accidents

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

Roadway Classification

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

Roadway Clearances

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

NBI Project Data

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

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

NBI Rating

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

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

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

Structure Identification

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

Structure Type and Material

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

Appraisal**Structure Appraisal**

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

Minimum Vertical Clearance

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

Schedule**Current Inspection**

Inspection Date: 02/23/2022
 Inspector: KNMEIRP - Reinaldo Padrino
 Bridge Group: CA611
 Alt. Bridge Group:
 Primary Type: Interim
 Review Required: ☒

Geometrics

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

Age and Service

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

Deck Type and Material

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

Navigation Data

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

NBI Condition Rating

Sufficiency Rating: 38
 Health Index: 97.05
 Structural Eval (67): 4 Minimum Tolerable
 Deficiency: Structurally Deficient

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
 Right Side (55b): 0 ft
 Left Side (56): 0 ft

Next Inspection Date Scheduled

NBI: 02/23/2023
 Element: 02/23/2023
 Fracture Critical:
 Underwater: 02/23/2023
 Other/Special: 02/23/2023
 Inventory Photo Update Due: 02/23/2025

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

Schedule Cont.

Inspection Types

Performed

NBI ☐Element ☒Fracture Critical ☐Underwater ☐Other Special ☒

Inspection Intervals

Required (92)

Frequency (92)

Last Date (93)

Inspection Resources

Fracture Critical

☐

mos

Crew Hours: 4

Underwater

☒

24 mos

02/24/2021

Flagger Hours: 0

Other Special

☒

12 mos

02/23/2022

Helper Hours: 0

NBI

24 mos (91) 02/24/2021 (90)

Snooper Hours: 0

Special Crew Hours: 3

Special Equip Hours: 0

Bridge Related

General Bridge Information

Parallel Bridge Seq:

Channel Depth: 8.1 ft

Radio Frequency: -1

Phone Number:

Exception Date:

Exception Type:

Accepted By Maint:

Warranty Expiration: 00/00/0000

Performance Rating: Poor

Bridge Rail 1: Conc parapet-alum-rail

Bridge Rail 2: Not applicable-No rail

Electrical Devices: Roadway lighting only

Culvert Type: Not applicable

Maintenance Yard: Not FDOT Maintained

FIHS ON / OFF: No Routes on FIHS

Previous Structure: 875100

2nd Previous Structure:

Replacement Structure:

Permitted Utilities: Power ☐ Water ☐ Gas ☐ Fiber Optic ☐ Sewage ☐ Other ☐

Bridge Load Rating Information

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

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

Original Design Load (031): HL 93

Date: 12/05/2006

Initials: TWF

Load Rating Rev. Recom.: No

Load Rating Plans Status: Design or Construction

Inventory Rating (066): 44.6 tons

Operating Rating (064): 60.1 tons

FL120 Permit Rating: 84.0 tons

HS20/FL120 Max Span Rating: 84.0 tons

Dynamic Impact in Percent: 33 %

Governing Span Length: 42.0 ft

Minimum Span Length:

Distribution Method: Others

Load Rating Notes:

LEGAL LOADS

SU2: -1.0 tons

SU3: -1.0 tons

SU4: 60.2 tons

C3: -1.0 tons

C4: -1.0 tons

C5: 89.2 tons

ST5: 92.0 tons

Posting (070): 5 At/Above Legal Loads

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

POSTING

Recom. SU Posting: 99 tons

Recom. C Posting: 99 tons

Recom. ST5 Posting: 99 tons

Actual SU Posting: 99 tons

Actual C Posting: 99 tons

Actual ST5 Posting: 99 tons

Actual Blanket Posting: 99 tons

Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB)

FB Present: No

FB Span Length, Gov:

FB Spacing, Gov:

FB OPR Rating: 0.0 tons

FB SU4 OPR Rating:

FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft

SEG Web-to-Web Span: -1.0 ft

SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: All pile driving records

Foundation Type: Foundation details

Mode of Flow: Tidal

Rating Scour Eval: Unknown

Highest Scour Eval: Unknown

Scour Evaluation Method:

Scour Recommended I: Not Applicable

Scour Recommended II: Not Applicable

Scour Recommended III: Not Applicable

Scour Elevation: 0 ft

Action Elevation: 0 ft

Storm Frequency:

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

Elements

Inspection Date: 02/23/2022 HLGJ

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
Structure Unit 1	8099 / 4	PS Conc Slab (Sonovoid)	17771	97.36	303	1.66	178	0.98	0	.	18252 (SF)
Structure Unit 1	1080 / 4	Delamination/Spall/Patched Area	0	.	303	100	0	.	0	.	303 (SF)
Structure Unit 1	1090 / 4	Exposed Rebar	0	.	0	.	173	100	0	.	173 (SF)
Structure Unit 1	1110 / 4	Cracking (PSC)	0	.	0	.	5	100	0	.	5 (SF)
Structure Unit 1	510 / 4	Wearing Surfaces	18038	98.83	0	.	214	1.17	0	.	18252 sq.ft
Structure Unit 1	3220 / 4	Crack (Wearing Surface)	0	.	0	.	214	100	0	.	214 sq.ft

DECKS : Joints

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

MISCELLANEOUS : Channel

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

MISCELLANEOUS : Other Elements

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

MISCELLANEOUS : Other Elements

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

SUBSTRUCTURE : Substructure

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

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUBSTRUCTURE : Substructure

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

SUPERSTRUCTURE : Bearings

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

SUPERSTRUCTURE : Superstructure

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

Total Number of Elements*: 12

*excluding defects/protective systems

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005

Inspection/CIDR Report with PDF attachment(s)

Structure ID: 875105

CIDR

DATE PRINTED: 4/5/2022

Inspection Information

Inspection Date: 02/23/2022

Type: Interim

Inspector: KNMEIRP - Reinaldo Padrino

Inspection Notes: Sufficiency Rating Calculation Accepted by knmeira at 3/30/2022 1:35 PM.

This Interim Inspection was conducted to evaluate the superstructure, Element 8099 PS Conc Slab, for the condition of the entire structure refer to the last Regular NBI Inspection on 02/23/2022.

The Deck and Superstructure NBI Ratings remain coded 4 (Poor) due to spall/delaminations covering more than 15% of the slab unit area. Slab units 1-2, 1-3, 1-4, and 1-15 meet this criteria. (02/23/2022).

LOAD CAPACITY EVALUATION:

Since the current load rating dated 12/5/2006, there is no indication that deterioration, geometric changes or additional dead load have occurred that would warrant a new load rating analysis. This only applies to this inspection dated 02/23/2022 per Jose A. Quintana, P.E.

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

LEGEND:

NCAR: NO CORRECTIVE ACTION RECOMMENDED.

RT: Right

LT: Left

NC: No Change

INC: Increase

CAT: Corrective Action Taken

L: Long

W: Wide

H: High

D: Deep

UW: Underwater

S.L.: Section Loss

in.: Inches

ft.: Feet

Structure Notes

BRIDGE OWNER: TOWN OF BAY HARBOR ISLANDS

Structure inventoried from west to east.

5 Spans PS Conc Slab (43ft. L x 5ft. W) on R/Conc Caps on P/S Conc Columns.

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

REVIEWED BY:

Schedule Notes

Appendix I: VCS Chloride Inspection Report



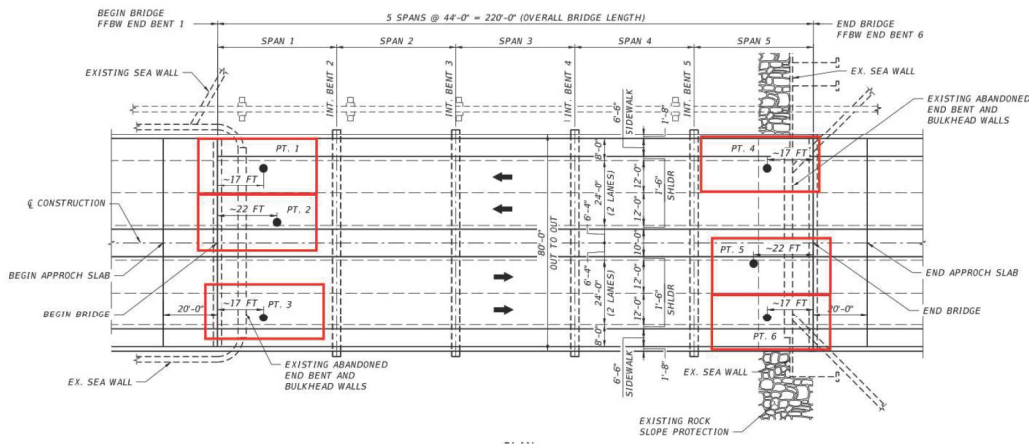
VCS, INC.

8413 Laurel Fair Circle, Ste 200B, Tampa, FL 33610

Main: 813-501-0050 | Fax: 813-501-1412

eMail: Info@VCServices.com

BROAD CAUSEWAY BAY HARBOR, FLORIDA CHLORIDE ANALYSIS



Prepared for:

Carlos Dillon, PE
BCC Engineering

Prepared by:

Natallia Shanahan, Ph.D., PE, NACE CP-2
Senior Project Engineer – VCS

Reviewed by:

Brian Pailles, PhD, PE, NACE CP-4
Principal Engineer – VCS

VCS Project Number – F23027FL

June 12, 2023

We Save Structures™

Introduction

The Broad Causeway Bridge in Bay Harbor, Florida is currently being evaluated for a potential rehabilitation or replacement. BCC Engineers who are leading the evaluation would like to have the concrete evaluated to determine how much contamination with chlorides have occurred. BCC Engineers have reached out to VCS Engineering (VCS) to collect and test the concrete chloride contamination. VCS collected samples from the underside of the slab using a hammer drill.

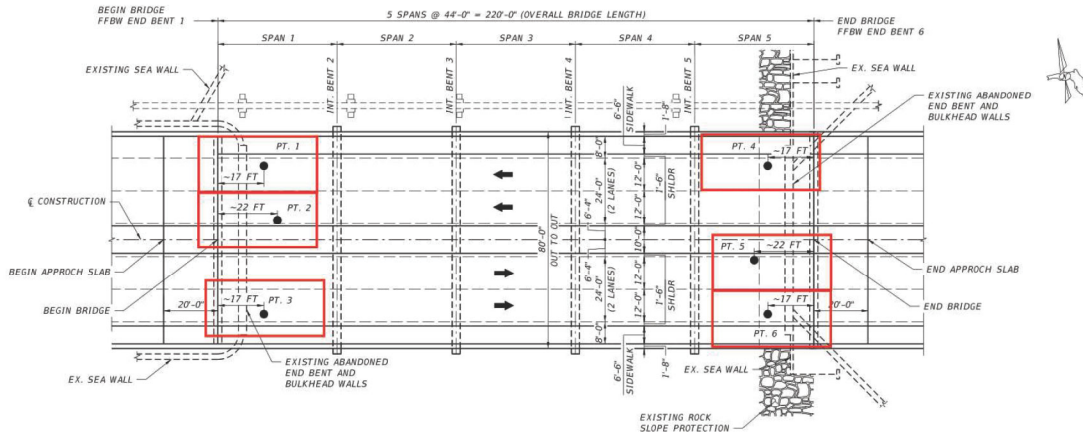


Figure 1: Layout of Broad Causeway Bridge

Test Methods & Results

This section describes the testing methods used by VCS to evaluate the chloride concentration of the Broad Causeway Bridge along with the results from these methods. A detailed discussion regarding each result is provided along with conclusions and recommendations.

Chloride Concentration

Concrete samples were collected from the structure to evaluate the level of chloride penetration and risk for corrosion activity of the steel reinforcing per ASTM C1152 *Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete*, which measures the concentration of both free and bound chlorides. The concrete samples were collected in the form of powder samples.

Reinforcing steel in concrete is protected from corrosion by the high alkalinity of the concrete pore solution, typically greater than a pH of 12. The high pH of the pore solution causes formation of a passivating film on the surface of rebar, effectively sealing it and preventing corrosion. Corrosion of reinforced concrete exposed to chloride-containing environment, such as deicing salts or marine exposure, is typically initiated by chloride ions, which have the ability to break down the passivating film. Chloride ions diffuse from the concrete surface, and once their concentration at reinforcement depth reaches a threshold value, corrosion is initiated. The quantity of chlorides required to depassivate the steel is known as the threshold concentration. Chloride threshold is a critical value in determining the initiation time for the service life model. In the literature, threshold concentrations for chloride in concrete can vary significantly and depend on a number of factors. ACI 222R-

19 indicates that for acid-soluble chloride testing the generally accepted chloride threshold in the United States is between 1.0 and 1.5 lbs of chloride per cubic yard of concrete (263 to 395 ppm assuming a concrete density of 3,800 lbs/yd³).

For the service life modeling, VCS typically implements a chloride threshold of 350 ppm with a standard variation of 50 ppm. It is important to consider the variation of the threshold as chloride threshold is not a single value. Due to many influencing factors, corrosion of steel in concrete can initiate at a range of chloride concentrations. As a result, it is important to take into consideration this variation. There are many environmental and concrete material conditions that can cause the corrosion to initiate at a lower or higher threshold. For example, if the moisture content is high in an area then corrosion may initiate at a lower chloride concentration. If the concrete is drier in an area it may take more chloride to cause corrosion.

Figure 2 and Table 1 provides chloride profiles for samples collected from the underside of the bridge deck. The chloride threshold value of 350 ppm is plotted as a horizontal red line. When concrete is exposed to an environment containing chloride ions, either from deicing salt application or marine exposure, chlorides will diffuse into the concrete from the surface. This results in the highest chloride concentration at the surface and a decreasing chloride concentration with increasing depth as observed in the samples collected.

The chloride concentration in all the samples is extremely high along the bottom surface of the bridge, which is expected due to its close proximity to the water. However, at about 4 inches into the slab from the underside the concentration falls below the chloride threshold. It is expected that the reinforcement in the bottom of this slab would be at a high risk for severe corrosion activity. However, any reinforcement higher in the slab would be protected from corrosion.

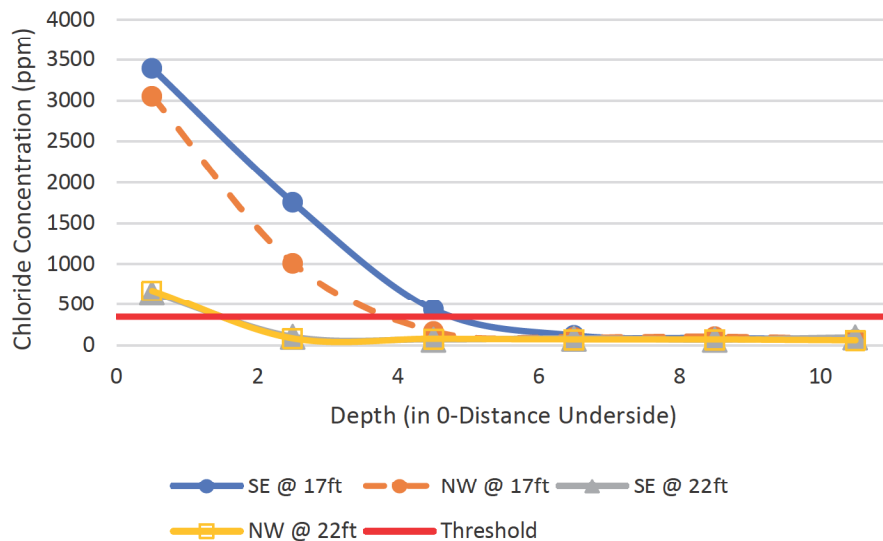


Figure 2: Chloride Concentration Profiles

Table 1: Table of Chloride Concentration (ppm)

Depth (in from underside)	SE @ 17ft	NW @ 17ft	SE @ 22ft	NW @ 22ft
0.5	3394	3053	645	674
2.5	1758	1015	106	86
4.5	440	171	73	80
6.5	122	100	84	73
8.5	89	106	71	72
10.5	77	73	98	63

Conclusions

1. The bottom of the Broad Causeway Bridge is highly saturated with chlorides; however, the core concrete has little to no exposure to chloride.

VCS Engineering



Brian Pailes, Ph.D., P.E., NACE CP-4
Principal Engineer
brianp@VCServices.com
Office (813) 501 – 0050
Mobile (813) 777 – 6946

Appendix J: Bridge 875105 Existing Plans

BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) FOR THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

CONTRACT NO. BC-113

DERM COASTAL SECTION
PRELIMINARY APPROVAL
NAME Muel Blaisdell
DATE 3-25-04

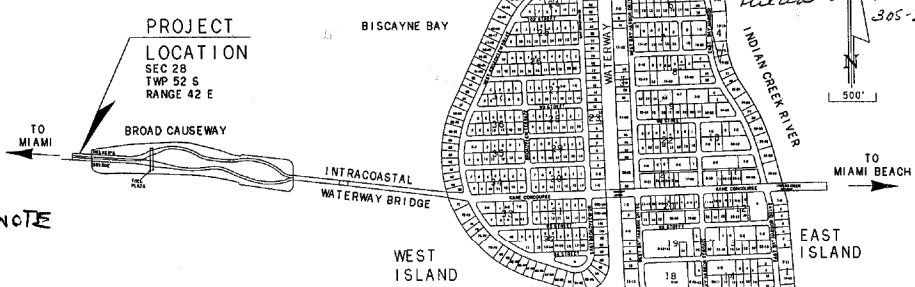
the trees that are to
be removed/relocated
on sheet 7 may
require a tree removal
permit from DERM's
Forest Resources Section
please contact
Nidia De La Cruz at
305-372-6573

TOWN OF BAY HARBOR ISLANDS COMPONENTS OF CONTRACT PLANS/SECTIONS

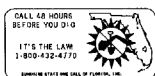
APPROVED: ROADWAY PLANS
STRUCTURE PLANS

Planning Board _____ Date _____
Bldg. Inspector _____ Date _____
Electrical Inspector _____ Date _____
Plumbing Inspector _____ Date _____
Mechanical Inspector _____ Date _____
Structural Review [Signature] Date 4/12/04
Public Works _____ Date _____

WITH NOTE



SHEET No.	SHEET DESCRIPTION
1	Key Sheet
2-3	Typical Sections
4	Summary of Quantities & General Notes Sheet
5	Project Control
6-7	Plan Sheets
8	Profile
9-11	Maintenance of Traffic Plans
12	Tabulation of Signing & Pavement Marking Quantities
13	Signing & Pavement Marking Plan
14	Drainage Details
15	Guardrail - Detail J



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED JANUARY 2002,
AND STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION DATED 2000,
AS AMENDED BY CONTRACT DOCUMENTS.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED
HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE
SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF
AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN
AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC.
SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OFFICIALS

GREG TINDLE TOWN MANAGER
JUAN JIMENEZ ASSISTANT TO THE MANAGER
RANDY DANIEL TOWN ENGINEER
MARLENE MARANTE TOWN CLERK
CRAIG SHERMAN TOWN ATTORNEY
ALAN K SHORT FINANCE OFFICER

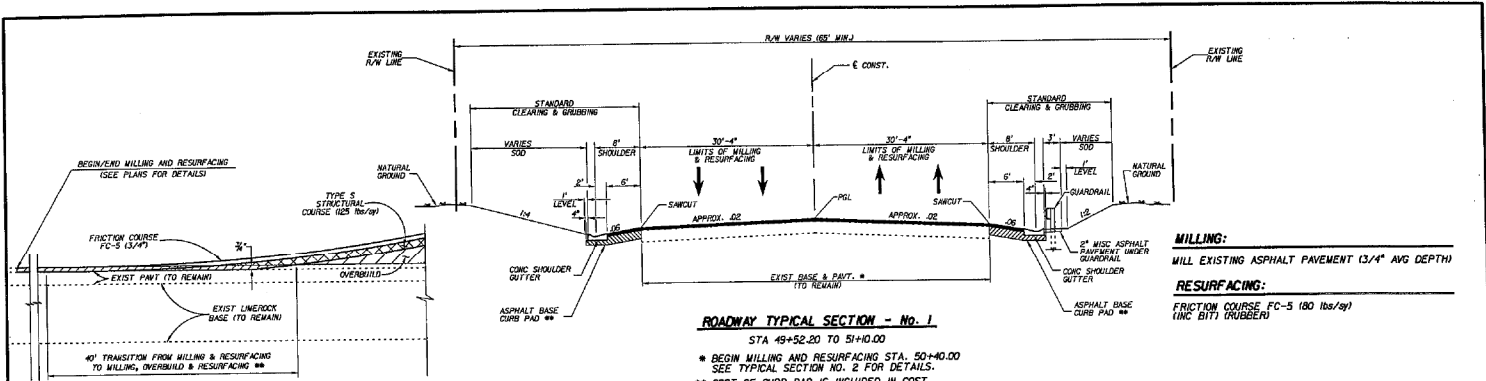
TOWN COUNCIL

LINDA ZILBER MAYOR
ISAAC SALVER VICE MAYOR
ROBERT H. YAFFE MEMBER
PETER G. LYNCH MEMBER
GEORGE REYCRRAFT MEMBER
JILL R. SERFATY MEMBER
GAY ROYSE MEMBER

RECEIVED
MAR 17 2004
DERM
NATURAL RESOURCES DIV

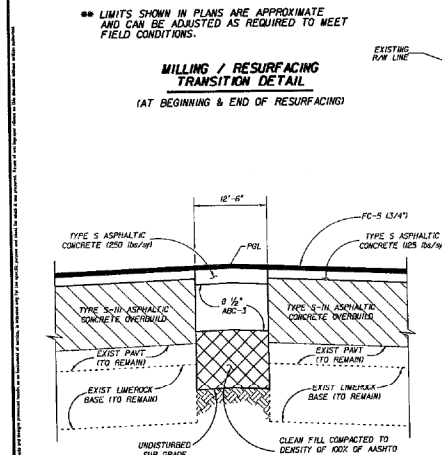
DESIGNED: TOWN OFFICIALS / TOWN COUNCIL DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 03/09/2004 PROJECT NO.: BC-113 SCALE: AS SHOWN	KIMLEY-HORN and Associates, Inc. 11111 N. W. 11th Ave., Suite 100 Miami, FL 33150 (305) 444-4444 FAX: (305) 444-4445	TOWN OF BAY HARBOR ISLANDS BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) KEY SHEET SHEET NUMBER: 1
---	--	--

RECEIVED
 MAR 17 2004
 DERM
 NATURAL RESOURCES DIV

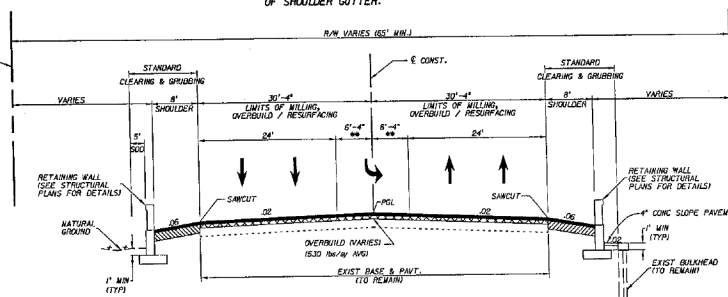


ROADWAY TYPICAL SECTION - No. 1
 STA 49+52.20 TO 51+00.00
 * BEGIN MILLING AND RESURFACING STA. 50+40.00
 SEE TYPICAL SECTION NO. 2 FOR DETAILS.
 ** COST OF CURB PAD IS INCLUDED IN COST OF SHOULDER CUTTER.

MILLING:
 MILL EXISTING ASPHALT PAVEMENT (3/4" AVG DEPTH)
RESURFACING:
 FRICION COURSE FC-5 (180 lbs/yd)
 (INC BITT) (RUBBER)



MILLING / RESURFACING TRANSITION DETAIL
 (AT BEGINNING & END OF RESURFACING)



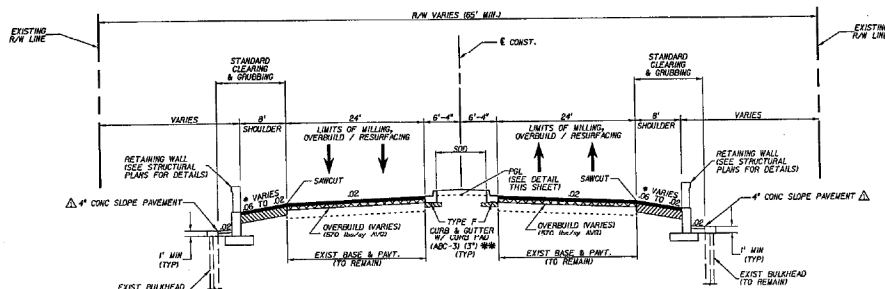
ROADWAY TYPICAL SECTION - No. 2
 STA 51+00.00 TO 52+00.00
 ** SEE MEDIAN PAVING DETAIL FOR WIDENING BETWEEN STA 51+72 TO STA 52+00.

MILLING:
 MILL EXISTING ASPHALT PAVEMENT (3/4" AVG DEPTH)
RESURFACING:
 TYPE S-III ASPHALTIC CONCRETE OVERBUILD (15.30 lbs/yd AVG) WITH TYPE S ASPHALTIC CONCRETE STRUCTURE COURSE (125 lbs/yd) AND FRICION COURSE FC-5 (180 lbs/yd) (INC BITT) (RUBBER)
SHOULDER:
 ASPHALTIC BASE COURSE (145C-31) (18 1/2") WITH TYPE S ASPHALTIC CONCRETE STRUCTURE COURSE (125 lbs/yd) AND FRICION COURSE FC-5 (180 lbs/yd) (INC BITT) (RUBBER)

SEE STRUCTURE PLANS FOR TYPICAL SECTIONS FROM STA 52+50 TO STA 55+10

POSTED SPEED: 35 MPH WEST OF BRIDGE
 30 MPH EAST OF BRIDGE
 DESIGN SPEED: 40 MPH

REVISIONS NO. DATE BY		SCALE DESIGNED BY CHECKED BY DATE		KINLEY-HORN and Associates, Inc. 4425 CHANDLER DRIVE, WEST PALM BEACH, FL 33407 (407) 844-0888 FAX (407) 844-0888		DATE 07/01/2003 PROJECT NO. BC-113 DATE COUNTY FLORIDA	TOWN OF BAY HARBOR ISLANDS FLORIDA SEAL MURRAY D. THORNBURG JR. FLORIDA REGISTRATION NUMBER 15019	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) TYPICAL SECTIONS	SHEET NUMBER 2
--------------------------	--	--	--	--	--	---	---	---	-------------------

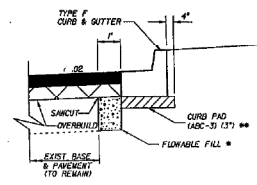


ROADWAY TYPICAL SECTION - No. 3

STA 52+00.00 TO 52+50.00
STA 55+00.00 TO 55+60.00

* CROSS SLOPE UNIFORMLY TRANSITIONS FROM 0.06 AT
STA 51+00 TO 0.02 AT STA 52+50.

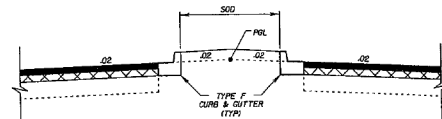
** COST OF CURB PAD IS INCLUDED IN COST
OF SHOULDER GUTTER.



* COST OF FLOWABLE FILL INCLUDED
IN COST OF TYPE F CURB & GUTTER

**TYPE F CURB & GUTTER
CONSTRUCTION DETAIL**

NOT TO SCALE



**PGL DETAIL
(CURB & GUTTER MEDIAN)**

NOT TO SCALE

MILLING:

MILL EXISTING ASPHALT PAVEMENT (3/4" AVG DEPTH)

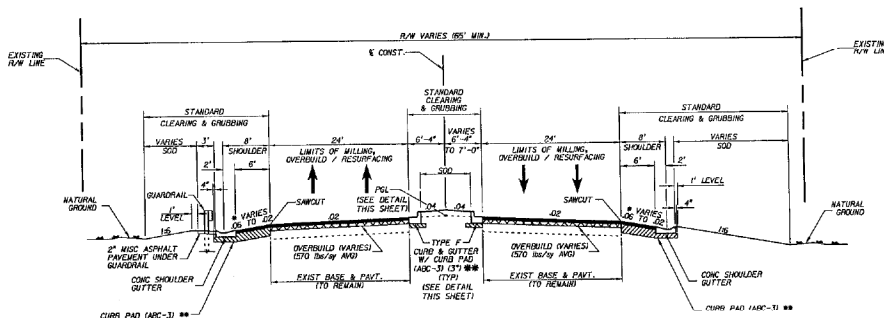
RESURFACING:

TYPE 5-III ASPHALTIC CONCRETE OVERBUILD
(50% 100/200 AND WITH TYPE 5 ASPHALTIC
CONCRETE STRUCTURE COURSE (100 100/200)
AND FRICTION COURSE FC-5 (180 100/200) (INC BIT) (RUBBER)

SHOULDER:

ASPHALTIC BASE COURSE (ABC-3) (8 1/2")
WITH TYPE 5 ASPHALTIC CONCRETE
STRUCTURE COURSE (100 100/200) AND FRICTION
COURSE FC-5 (180 100/200) (INC BIT) (RUBBER)

POSTED SPEED: 35 MPH WEST OF BRIDGE
30 MPH EAST OF BRIDGE
DESIGN SPEED: 40 MPH



ROADWAY TYPICAL SECTION - No. 4

STA 55+60.00 TO 56+00.00

* CROSS SLOPE UNIFORMLY TRANSITIONS FROM 0.06 AT
STA 55+00 TO 0.02 AT STA 55+50.

** COST OF CURB PAD IS INCLUDED IN COST
OF SHOULDER GUTTER.

NATURAL RESOURCES DIV

RECEIVED
MAR 17 2004
DERM

WELL
3/12/04

REVISED LABEL REVISED BY DATE	DESIGNED BY CHECKED BY DATE	Kintley-Horn and Associates, Inc. 4420 CONVENT DRIVE, WEST PALM BEACH, FL 33417 (407) 844-0444 FAX (407) 844-0444	DATE 07/01/2003 PROJECT NO. BC-113 DADE COUNTY FLORIDA	TOWN OF BAY HARBOR ISLANDS DESIGNED BY Murray O. Thompson, J.S. FLORIDA REGISTERED NUMBER 13019 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) TYPICAL SECTIONS	SHEET NUMBER 3
-------------------------------------	-----------------------------------	---	---	--	---	-------------------

07/07/2003 09:25:35 AM 67044553040 33417 0707044553040 33417 0707044553040 33417

ITEM No.	ITEM	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
103-2	SPECIAL SECTION	LS	1
102-10	OFF DUTY LAW ENFORCEMENT OFFICER	MI	100
104-5	SAND BAKING	CY	12
104-10	BALED MAT OR STRAW (18"x18"x36")	EA	200
104-11	TURBIDITY BARRIER, FLOATING	LF	690
104-13	STAKED SILT FENCE	LF	1750
110-1-1	CLEARING AND GRUBBING	AC	0.90
110-4	PAVEMENT, REMOVAL OF EXIST CONC	SY	175
120-11	REGULAR EXCAVATION (3-8' PROJECTS)	LS	1
285-714-527	OPTIONAL BASE GROUP 15 (18 1/2" ABC-S)	ST	645
327-10-19	MILLING EXISTING ASPHALT PAVEMENT (3/4" AVG. DEP.)	SY	3820
331-2	TYP 5 ASPHALT CONCRETE COURSE	TN	830
331-2.5	ASPHALTIC CONCRETE FRICTION COURSE (FC-5) (80 THRU 9) (LINE BOLT) (BURRST)	TN	190
339-1	ASPHALT PAVEMENT MISCELLANEOUS	TN	16
420-1-105	CONC CLASS 11 (MISCELLANEOUS)	CY	95
420-1-701	INLET, TYPE 5 (10")	EA	1
420-1-703	INLET, TYPE 5 (2' BOLT, 10")	EA	2
420-1-991A	INLET, BARRIER WALL (10") (NO B/WALLS)	EA	1
420-1-991B	INLET, BARRIER WALL (10") (SPECIAL)	EA	1
420-5	ADJUST MANHOLES	EA	10
420-6	ADJUST VALVE BOXES	EA	10
420-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1
430-11-325	CONCRETE PIPE CULVERT, (CLASS 11) (18" SS)	LF	176
430-11-329	CONCRETE PIPE CULVERT, (CLASS 11) (24" SS)	LF	18
430-200-25	FLARED END SECTION, CONCRETE (18")	EA	1
440-70-11	WELL (OPEN HOLE) (24")	LF	40
444-70-11	WELL CASING	LF	40
520-1-10	CURB & GUTTER, TYPE F	LF	830
520-2-4	CURB CONCRETE, TYPE D	LF	10
520-8	GUTTER, SHOULDER (CONCRETE)	LF	403
536-1-1	GUARDRAIL, (ROADWAY)	LF	320
536-75	GUARDRAIL, (REMOVAL)	LF	450
536-85-22	GUARDRAIL END ANCHORAGE ASSEMBLY (FLARED)	EA	2
575-1	SODDING	ST	2800
560-327-1	TREE RELOCATION (PALM)	EA	2
635-1-11	PILE & JUNCTION BOX (PIL) (PIL) BOX)	EA	4
700-10	FINISH & PAVEMENT (SEE SEPARATE TABULATION SHEET)	EA	1
715-5-40	LUMINAIRE AND BRACKET ARM (RELOCATE/ADJUST) (COMPLETE)	EA	3
1001-1	PIPE (LIME AND TAKE OUT OF SERVICE) (18" OR +)	LF	295
1000-1	PIPE (REMOVAL) (18" OR +)	LF	295
L-1	LINE ITEMS	LS	1
EW-1	ENVIRONMENTAL MITIGATION/ARTIFICIAL REEF CREATION	LS	1
L-EMERCO RIP-RAP		CT	735

[illegible]

- [illegible]

[illegible]

- 250-71 INCLUDES APPROX 525 CY OF EXCAVATION FOR THE MODIFICATION OF THE
DRT DIVERSION PUMPS.
- 251-14-517 INCLUDES ALL COST ASSOCIATED WITH FURNISHING AND APPLYING BITUMINOUS MATERIAL
252-10-19 (TACK COAT).
- 331-5
331-7-5
- 332-10-19 THIS ITEM INCLUDES ALL COST ASSOCIATED WITH THE REMOVAL OF EXISTING RAISED
REFLECTIVE PAVEMENT MARKERS PRIOR TO STARTING THE MILLING OPERATION.
- 331-2 THIS ITEM INCLUDES APPROX. 450 IN FOR TYPE 1 (S1) CEMENTS FOR ROADWAY CONSTRUCTION.
SLOPE STABILIZATION PLANS AND APPROACH QUANTITIES ASSOCIATED WITH BRIDGE AND APPROACH SLABS.
- 400-2-15 THIS ITEM IS INCLUDED FOR PROVIDING CONCRETE SLOPE PAVEMENT
AT LOCATIONS NOTED IN THE PLANS.
- 425-1-891A COST OF STRUCTURE TO INCLUDE FABRICATION,
FURNISHING AND INSTALLATION OF THE BAR.
- 425-1-891B THE CONTRACTOR SHALL CONFIRM THAT THERE ARE NO EXISTING UTILITIES
THAT WILL CONFLICT WITH THE INSTALLATION OF THIS STRUCTURE.
(SEE GENERAL NOTE 5)
FOR OVERLAPPING STRUCTURE, THIS ITEM INCLUDES ALL COST
ASSOCIATED WITH FURNISHING AND INSTALLATION OF THE STRUCTURE
AND SHALL BE PROFESSIONAL ENGINEER REGISTERED IN THE
STATE OF ALABAMA.
- 425-6 THE STRUCTURES ARE NOTED TO CONNECT TO EXISTING PIPE SYSTEMS.
THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXISTING LOCATION
OF DRAINAGE STRUCTURE, COST OF VERIFICATION OF EXISTING INVENTS
TO BE INCLUDED IN BID OR TO INCLUDE IN DRAINAGE STRUCTURE. QUOTE DATES
ARE REQUIRED FOR ALL DRAINAGE STRUCTURES AND IS INCLUDED IN THE COST
OF THE STRUCTURE.
- 425-6 THESE ARE CONTINGENCY ITEMS THAT CAN INCREASE, DECREASE OR DELETED
BY THE ENGINEER.
- 425-1-325 INCLUDES COST OF REMOVING AND RESTORING PAVEMENT AND CONCRETE
CURB AS REQUIRED OR AS NOTED IN THE PLANS.
- 444-61-11 INCLUDES ALL COST ASSOCIATED WITH STEEL WELD GRATE.
- 3

- [illegible]

DERM
NATURAL RESOURCES

RECEIVED
MAY 17 1956

69

ADDED PAY ITEM, PAY ITEM OUTNOTES & MODIFIED NOTES	0.84	100	MAINT
REVISED TIME LIMITATION; GENERAL NOTE 5			DESIGNED BY
PAY ITEM OUTNOTES 110-1 & 425-1-801B	9.02	100	DRAWN BY
ADDED GENERAL NOTES 26, 27 & 28. REV NOTE 21 & 25			CHECKED BY
MODIFY EXISTING ITEMS NOTES, REVISED QUANTITIES	7.73	100	
RELATED ITEMS, ADD IN EXISTING PAY ITEM	0.00	BY	
REVISIONS			

Kintley-Horn
and Associates, Inc.

© COPY RIGHT 2003
4121 COMMERCE DRIVE, WEST PALM BEACH, FL 33411
TEL: 561-836-9900
FAX: 561-836-9900

DATE
03/12/2004

PROJECT NO.
BC-113

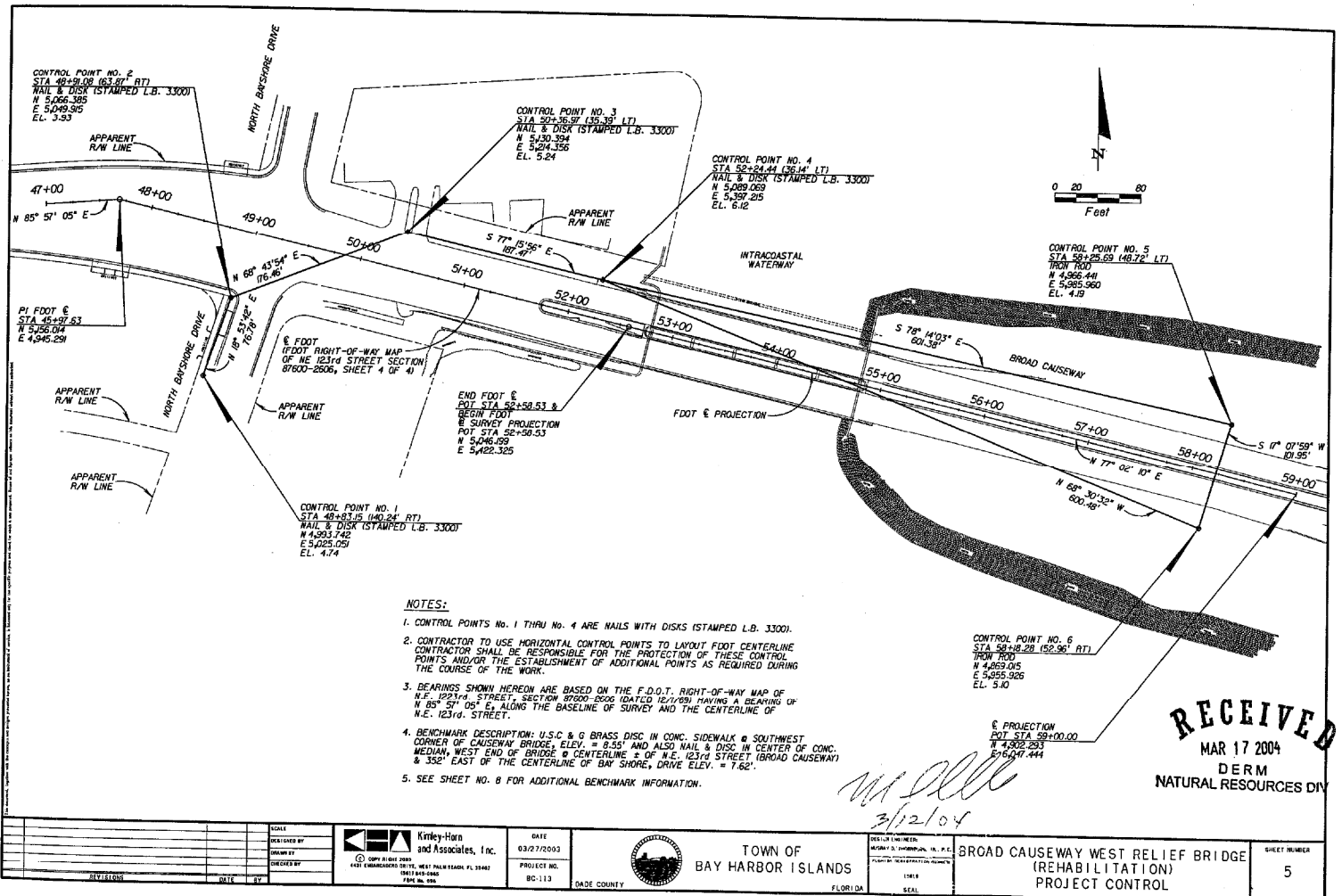
CADD COUNTY
FLORIDA

TOWN OF
BAY HARBOR ISLANDS

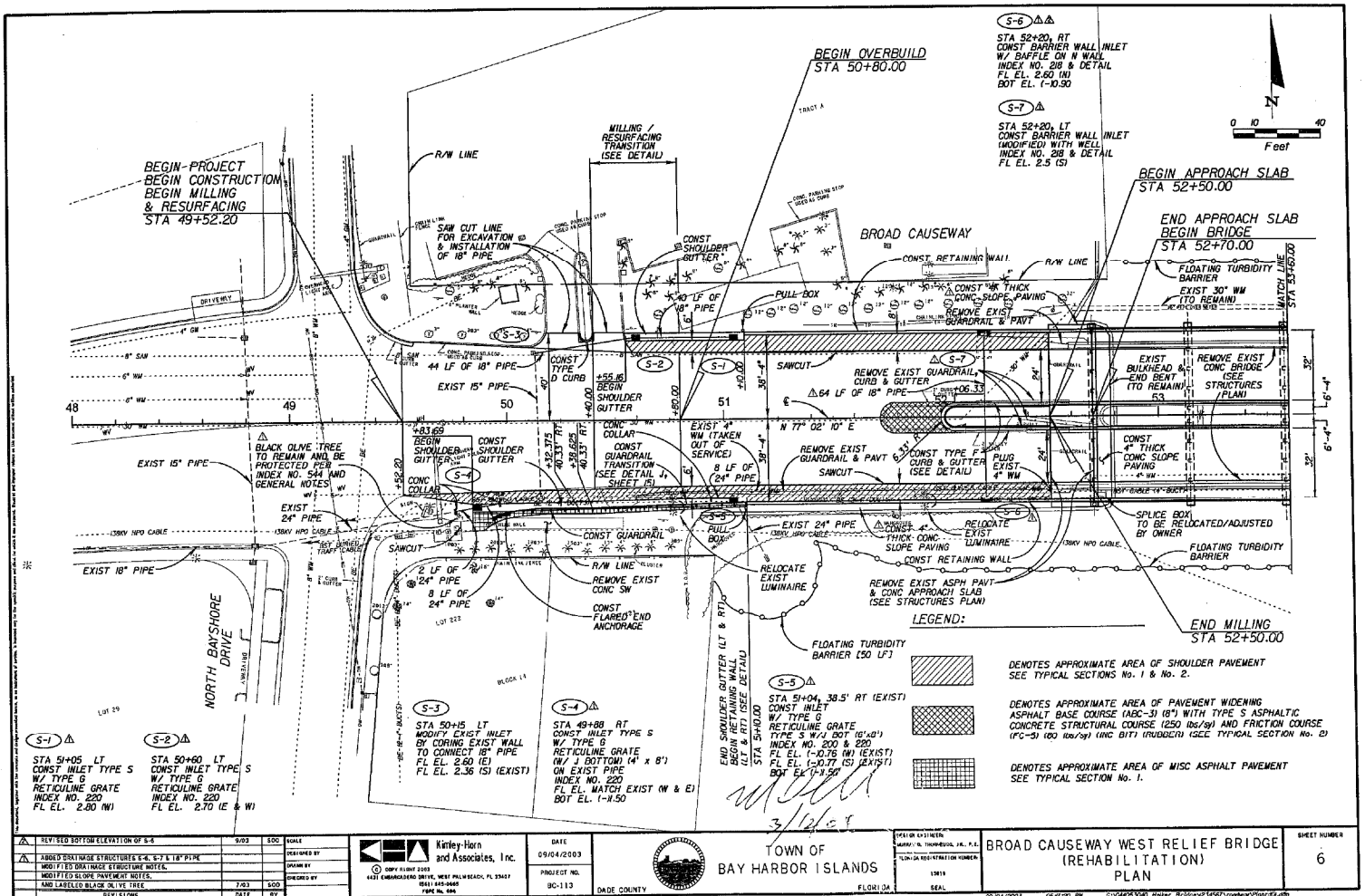
SEAL

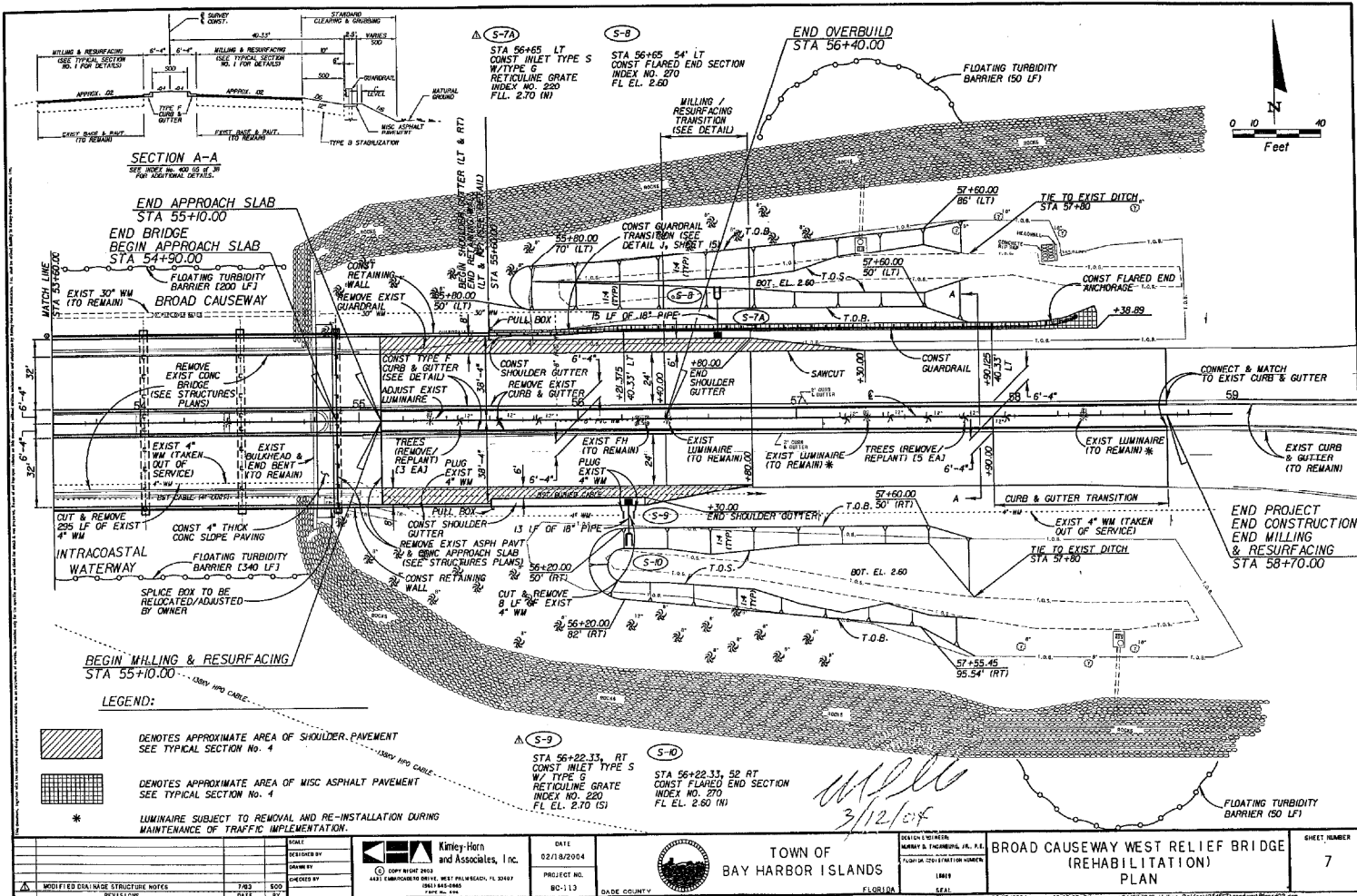
BROAD CAUSEWAY WEST RELIEF BRIDGE
(REHABILITATION)
SUMMARY OF QUANTITIES & GENERAL NOTES

SHEET NUMBER
4

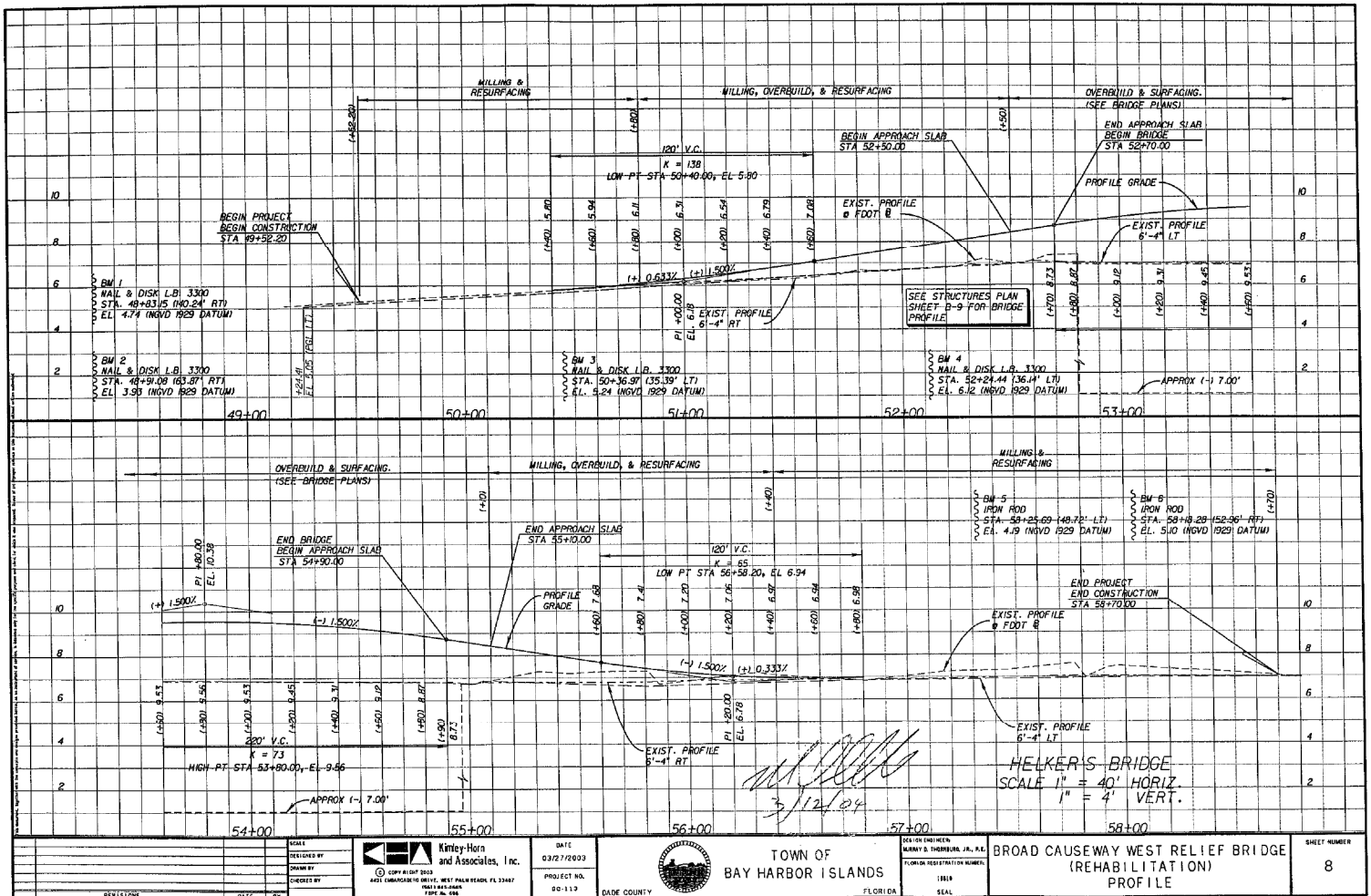


SCALE DESIGNED BY DRAWN BY CHECKED BY		 Krisley-Horn and Associates, Inc. 4122 CHANDLER DRIVE, WEST PALM BEACH, FL 33407 (561) 838-0600 FAX: (561) 838-0601	DATE 03/27/2003 PROJECT NO. BC-113 MADE COUNTY FLORIDA	 TOWN OF BAY HARBOR ISLANDS PROJECT CONTROL	SHEET NUMBER 5
--	--	---	---	--	-------------------





MODIFIED DRAINAGE STRUCTURE NOTES REVISIONS DATE BY	DESIGNED BY DRAWN BY CHECKED BY DATE	KIRKEY-HORN and Associates, Inc. 4401 CAMPBELL DRIVE, WEST PALM BEACH, FL 33411 (407) 835-1111 FAX (407) 835-1112	DATE 02/18/2004 PROJECT NO. BC-113 DATE COUNTY FLORIDA	DESIGN ENGINEER KIRKEY-HORN & ASSOCIATES, INC. FLORIDA LICENSE NUMBER 18411 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) PLAN	SHEET NUMBER 7
---	---	---	---	--	--	--------------------------



MAINTENANCE OF TRAFFIC GENERAL NOTES

1. Contractor shall at all times adhere to the requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD) Dec. 2000 edition with updates and the FDOT Roadway and Traffic Standards dated 2002.
2. Additional barricades, signing, lighting or other traffic controls shall be provided for traffic work areas according to applicable traffic control indexes.
3. The contractor shall notify all concerned utility companies (48 hours in advance before working near their existing facilities). No underground excavation shall commence until existing utilities have been properly marked. The locations of the utilities shown in the plans are approximate only. The exact location shall be determined by the contractor during construction.
4. The contractor shall remove, relocate or cover any signs or delineate any pavement markings that conflict with the traffic control plans, as determined by the engineer. When the conflict no longer exists, the contractor shall reinstall or uncover those signs and restore pavement markings in their original position. Work to be included in the MUT Lamp and Sign Item No. 102-1.
5. ~~At the discretion of the engineer, if a lane closing should occur, extended construction, the contractor will be required to use the closed lane as a storage area for materials and equipment.~~
6. Construction sequence shall be coordinated to provide drainage on the traveled way at all times.
7. The contractor shall provide uniformed off duty law enforcement officials to provide traffic control. All costs are to be included in pay item 102-10. If the contractor elects to use officers for any other activity, he shall do so at his own expense with no additional compensation.
8. Contractor shall furnish and install type "C" steady-burn lights, mounted on top of temporary concrete barrier walls, spaced according to standard index 600 series.
9. The work area shall be delineated by barricades, temporary barrier wall, and construction signs as shown in the traffic control plan.
10. The contractor shall be responsible for developing a work zone schedule so that any location under construction will not be left in a hazardous condition at the completion of any work period.
11. Temporary reflective pavement markers shall be placed throughout the length of all travel ways as shown on the plans. The contractor shall replace on a daily basis all no additional cost to the Department. Any temporary barrier walls are either missing or damaged. Cost to be included in the MUT Lamp and Sign Item No. 102-1.
12. The contractor shall comply with all provisions as outlined in FDOT Lane Closure Policy and Procedures. The contractor will complete and submit the Anticipated Lane Closure form to the District Construction Engineer fourteen (14) days prior to the proposed lane closure.
13. All transitional tapers and buffers on the approach ends of temporary concrete barrier walls shall conform to Index 415.
14. The only approved method of removing pavement markings is by water blasting.
15. ~~Impact attenuator shall be post-guard with 2-bays.~~
16. Milling and resurfacing operation shall be done from high side to low side lane to maintain drainage.
17. All temporary barrier walls shall have drain slots as per Standard Index 415.
18. For pavement drop offs, the contractor attention is directed to Standard Index 600.
19. For general information for traffic control through work zones, refer to the FDOT Roadway and Traffic Standards, dated 2002, 600 Series Index and the Manual on Uniform Traffic Control Devices (MUTCD) Part 6A, Dec. 2000 Edition.
20. The contractor shall have the option to develop an alternative traffic control plan for approval by the District Traffic Engineer. The plan must be signed and sealed by a professional engineer registered in the state of Florida.
21. Construction of special detour systems. Contractor shall remove/modify/re-install lighting and arrow lighting systems as required to construct special detour in a manner that will continue to maintain these services during construction period (within undisturbed areas). Cost to accomplish removal/modification/re-installation to be included in Item 102-2 special detour.
22. The contractor shall be responsible to provide roadway lighting during construction at all times by using existing, temporary, and proposed lighting systems. The cost of designing, installing, maintaining, and removing temporary lighting systems shall be included in pay item No. 102-1. Maintenance of traffic. The contractor shall be responsible for preparing a temporary lighting plan to current Miami-Dade County requirements which provides light levels to current standards throughout all stages of construction. This temporary lighting plan shall be prepared by a registered professional engineer and shall be submitted to the engineer for approval 30 days prior to altering the existing lighting system.

23. The contractor shall maintain the existing temporary lighting system until the proposed lighting system is in service. This will include but is not limited to routing maintenance of, lighting system resulting from any damage to luminaires, poles, bases, or any other incidental parts. The cost of maintaining the lighting shall be included in pay item No. 102-1, Maintenance of Traffic.

CONSTRUCTION PHASING NOTES

CONSTRUCTION PHASING

PHASE 1 MAINTENANCE OF TRAFFIC

GENERAL: CONTRACTOR TO CONSTRUCT SPECIAL DETOUR (TEMPORARY PAVEMENT) IN THE MEDIAN EAST OF THE BRIDGE. THIS PAVEMENT WILL BE USED FOR TRANSITIONING MOTORIST BETWEEN THE NORTH AND SOUTH ROADWAYS DURING SUBSEQUENT WORK PHASES. CONTRACTOR TO CLOSE ONE LANE IN EACH DIRECTION AS REQUIRED TO CONSTRUCT THE SPECIAL DETOUR. LANE CLOSURE (S) SHALL BE IN ACCORDANCE WITH FOOT INDEX NO. 623.

EASTBOUND: INSTALL ADVANCE SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO CLOSE NORTHERN MOST EASTBOUND THROUGH LANE WEST OF NORTH BAYSHORE DRIVE (SEE FOOT INDEX NO. 623 FOR ADDITIONAL DETAILS). MAINTAIN THE EXISTING EAST TO SOUTH RIGHT TURN LANE AT NORTH BAYSHORE DRIVE. MAINTAIN ONE EASTBOUND LANE THROUGH THE INTERSECTION OF NORTH BAYSHORE DRIVE. MAINTAIN ONE THROUGH LANE IN EACH DIRECTION ACROSS THE EXISTING SOUTH BRIDGE. CONTINUE EASTBOUND THROUGH THE TOLL PLAZA.

WESTBOUND: INSTALL ADVANCE SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO CLOSE NORTHERN MOST WESTBOUND THROUGH LANE WEST OF TOLL PLAZA (SEE FOOT INDEX NO. 623 FOR ADDITIONAL DETAILS). MAINTAIN THE EXISTING EAST TO SOUTH RIGHT TURN LANE AT NORTH BAYSHORE DRIVE. MAINTAIN ONE WESTBOUND LANE THROUGH THE INTERSECTION OF NORTH BAYSHORE DRIVE. MAINTAIN ONE THROUGH LANE IN EACH DIRECTION ON THE SOUTH ROADWAY ACROSS THE EXISTING BRIDGE. INSTALL SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO TRANSITION TRAFFIC NORTH ONTO THE EXISTING WESTBOUND LANES. THERE WILL BE NO WEST TO SOUTH LEFT TURN LANE AT NORTH BAYSHORE DRIVE. MODIFY TRAFFIC SIGNAL AT NORTH BAYSHORE DRIVE AS REQUIRED. CONTRACTOR TO IMPLEMENT MEASURES TO PROHIBIT LEFT TURNS FROM THE DRIVEWAY NORTH OF STATION 50+40.

PHASE 2 CONSTRUCTION

DEMOLISH AND REMOVE THE EXISTING NORTH BRIDGE STRUCTURE. CONSTRUCT NEW NORTH BRIDGE (SEE CONSTRUCTION SEQUENCE PLAN IN STRUCTURES PLANS FOR ADDITIONAL DETAILS). INSTALL DRAINAGE PIPE AND STRUCTURES S-1 THROUGH S-4. EXCAVATE RETENTION AREA ON THE NORTH SIDE OF ROADWAY. MILL EXISTING PAVEMENT, PLACE OVERBUILD, BASE AND ASPHALT. INSTALL THE GUARDRAIL ON THE NORTH SIDE OF THE BROAD CAUSEWAY. INSTALL SODDING AS CONDITIONS PERMIT.

PHASE 3 MAINTENANCE OF TRAFFIC

EASTBOUND: INSTALL ADVANCE SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO CLOSE SOUTHERN MOST EASTBOUND THROUGH LANE WEST OF NORTH BAYSHORE DRIVE (SEE FOOT INDEX NO. 623 FOR ADDITIONAL DETAILS). MAINTAIN THE EXISTING EAST TO SOUTH RIGHT TURN LANE AT NORTH BAYSHORE DRIVE. MAINTAIN ONE EASTBOUND LANE THROUGH THE INTERSECTION OF NORTH BAYSHORE DRIVE. MAINTAIN ONE THROUGH LANE IN EACH DIRECTION ON THE SOUTH ROADWAY ACROSS THE EXISTING BRIDGE. INSTALL ADVANCE SIGNING, BARRICADES AND OTHER DEVICES NECESSARY TO TRANSITION TRAFFIC NORTH ONTO THE EXISTING WESTBOUND LANES. THERE WILL BE NO WEST TO SOUTH LEFT TURN LANE AT NORTH BAYSHORE DRIVE. MODIFY TRAFFIC SIGNAL AT NORTH BAYSHORE DRIVE AS REQUIRED. CONTRACTOR TO IMPLEMENT MEASURES TO PROHIBIT LEFT TURNS FROM THE DRIVEWAY NORTH OF STATION 50+40.

WESTBOUND: INSTALL ADVANCE SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO CLOSE THE SOUTHERN MOST WESTBOUND THROUGH LANE WEST OF TOLL PLAZA (SEE FOOT INDEX NO. 623 FOR ADDITIONAL DETAILS). MAINTAIN THE EXISTING EAST TO SOUTH RIGHT TURN LANE AT NORTH BAYSHORE DRIVE. MAINTAIN ONE WESTBOUND LANE THROUGH THE INTERSECTION OF NORTH BAYSHORE DRIVE. MAINTAIN ONE THROUGH LANE IN EACH DIRECTION ON THE NORTH ROADWAY. MILL EXISTING PAVEMENT, PLACE OVERBUILD, BASE MATERIAL AND ASPHALT PAVEMENT FOR ROADWAY AND SHOULDER, UP TO BUT EXCLUDING THE FRICTION COURSE. WITHIN THE WORK ZONE, INSTALL THE GUARDRAIL ON THE SOUTH NORTH OF 123RD STREET. COMPLETE SODDING.

PHASE 4 CONSTRUCTION

DEMOLISH AND REMOVE THE EXISTING SOUTH BRIDGE STRUCTURE. CONSTRUCT NEW SOUTH BRIDGE (SEE CONSTRUCTION SEQUENCE PLAN IN STRUCTURES PLANS FOR ADDITIONAL DETAILS). INSTALL DRAINAGE PIPE AND STRUCTURES S-5 THROUGH S-8. EXCAVATE RETENTION AREA ON THE SOUTH SIDE OF ROADWAY. MILL EXISTING PAVEMENT, PLACE OVERBUILD, BASE MATERIAL AND ASPHALT PAVEMENT FOR ROADWAY AND SHOULDER, UP TO BUT EXCLUDING THE FRICTION COURSE. WITHIN THE WORK ZONE, INSTALL THE GUARDRAIL ON THE SOUTH NORTH OF 123RD STREET. COMPLETE SODDING.

PHASE 5 MAINTENANCE OF TRAFFIC

CLOSE ONE THROUGH LANE AT A TIME, AS REQUIRED FOR PLACING THE FRICTION COURSE, PER THE REQUIREMENTS OF STANDARD FOOT INDEX NO. 623. REMOVE SPECIAL DETOUR. THIS INCLUDES RECONSTRUCTION OF TYPE F CURB AND GUTTER, BACKFILLING, SODDING AND LANDSCAPE, LIGHTING, & IRRIGATION RESTORATION.

PHASE 6 CONSTRUCTION

PLACE FRICTION COURSE AND TEMPORARY PAVEMENT MARKINGS ON A LANE BY LANE BASIS.

PHASE 7 MAINTENANCE OF TRAFFIC

CLOSE ONE THROUGH LANE AT A TIME, AS REQUIRED FOR PLACING THE FINAL THERMOPLASTIC PAVEMENT MARKINGS (FOLLOWING A 30 DAY CURE OF THE FRICTION COURSE), PER THE REQUIREMENTS OF STANDARD FOOT INDEX NO. 623.

PHASE 8 CONSTRUCTION

PLACE FINAL THERMOPLASTIC PAVEMENT MARKINGS ON A LANE BY LANE BASIS.

INSTALL ADVANCE SIGNING FOR CLOSING OF THE SOUTHERN MOST EASTBOUND LANE. INSTALL ADDITIONAL SIGNING, BARRICADES, AND OTHER DEVICES NECESSARY TO CLOSE SOUTHERN MOST EASTBOUND THROUGH LANE WEST OF NORTH BAYSHORE DRIVE (SEE FOOT INDEX NO. 623 FOR ADDITIONAL DETAILS).

DATE 09/04/2003		PROJECT NO. 00-113		COUNTY DADE COUNTY	
DESIGNED BY KIMLEY-HORN AND ASSOCIATES, INC.		DRAWN BY 		CHECKED BY 	
SCALE 		DATE 09/04/2003		PROJECT NO. 00-113	
SHEET NO. 		TOTAL SHEETS 		COUNTY DADE COUNTY	

MODIFIED NOTE 4

REVISION

TOWN OF
BAY HARBOR ISLANDS



DESIGN ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC. A.E.

FLORIDA REGISTRATION NUMBER
12618

DATE
09/04/2003

BROAD CAUSEWAY WEST RELIEF BRIDGE
(REHABILITATION)
MAINTENANCE OF TRAFFIC GENERAL NOTES
& CONSTRUCTION PHASING NOTES

SHEET NUMBER
9





TABULATION OF SIGNING AND PAVEMENT MARKING QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET	GRAND TOTAL	REFERENCE SHEET
			1	2	3	4	5	6	7	8	9	10			
660-2-101A	LOOP ASSEMBLY (TYPE A) (6"x30")	AS	2										2	2	
660-2-101B	LOOP ASSEMBLY (TYPE A) (15"x30")	AS	1										1	1	
700-46-11	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	8										8	8	
700-46-21	SIGN EXISTING (RELOCATE) (SINGLE POST)	AS	3										3	3	
700-48-60	SIGN EXISTING (REMOVE) (PANEL ONLY)	EA	1										1	1	
706-3	REFLECTIVE PAVEMENT MARKER (BI-DIRECTIONAL COLORLESS/RED)	EA	59										59	59	
	REFLECTIVE PAVEMENT MARKER (BI-DIRECTIONAL AMBER/AMBER)	EA	22										22	22	
	REFLECTIVE PAVEMENT MARKER (BI-DIRECTIONAL BLUE)	EA	2										2	2	
711-4	DIRECTIONAL ARROWS, THERMOPLASTIC	EA	2										2	2	
711-7	REMOVAL OF EXISTING PAVEMENT MARKINGS, THERMOPLASTIC	SF	300										300	300	
711-33	10"x30" SKIP WHITE, THERMOPLASTIC	LF	420										420	420	
711-35-61	6" SOLID WHITE, THERMOPLASTIC	LF	2260										2260	2260	
711-35-241	24" SOLID WHITE, THERMOPLASTIC	LF	40										40	40	
711-36-61	6" SOLID YELLOW, THERMOPLASTIC	LF	2000										2000	2000	
711-36-18	18" SOLID YELLOW, THERMOPLASTIC	LF	25										25	25	

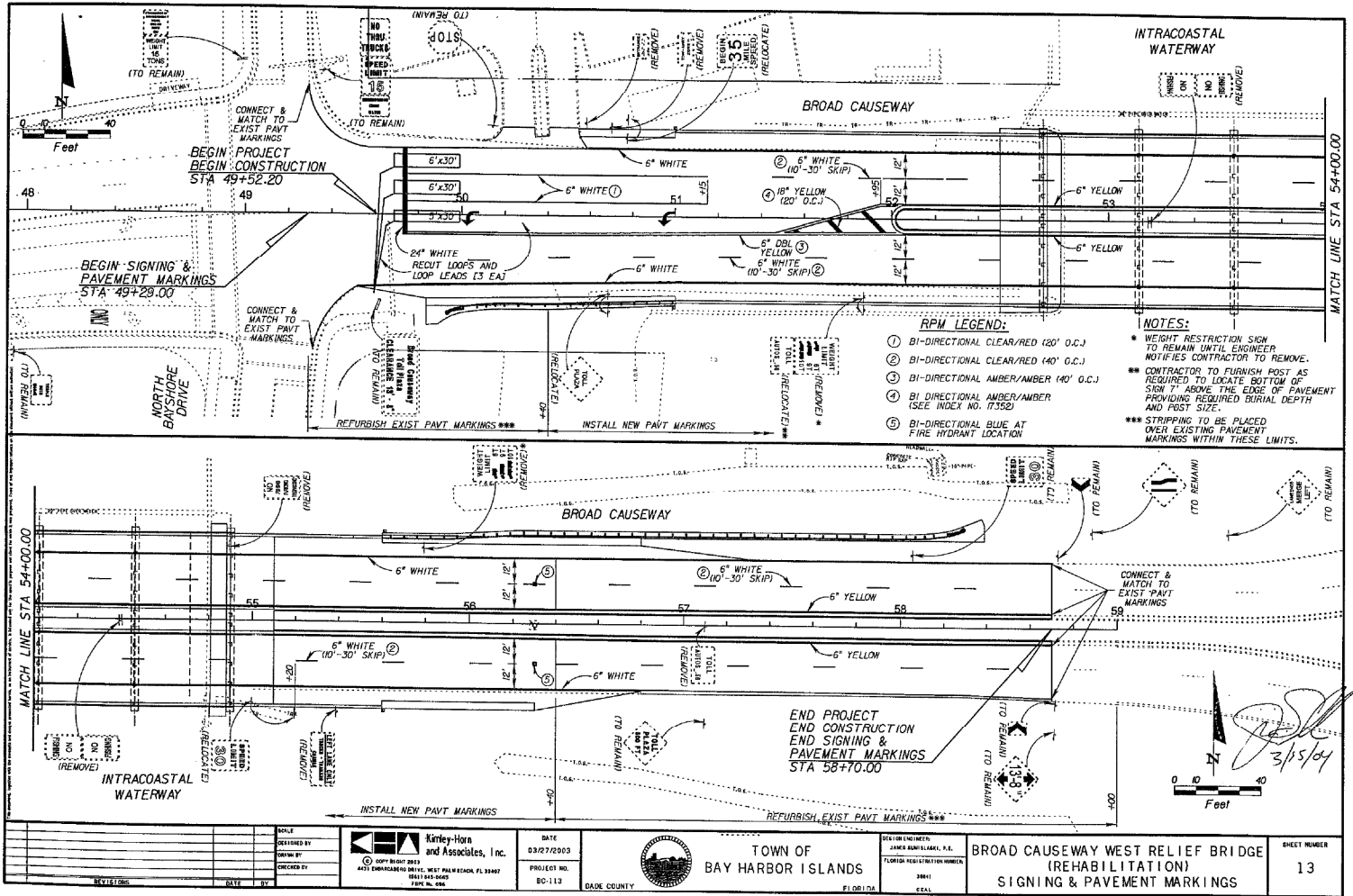
NOTE: ONLY THE NUMBERED NOTES ARE PERTINENT TO THIS PROJECT.

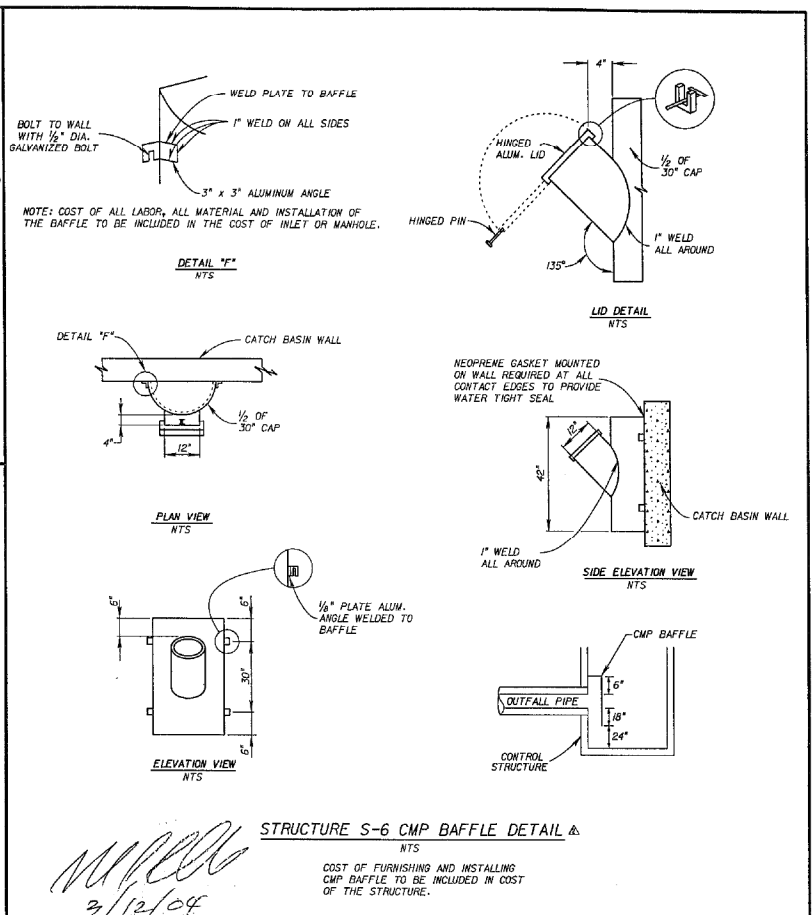
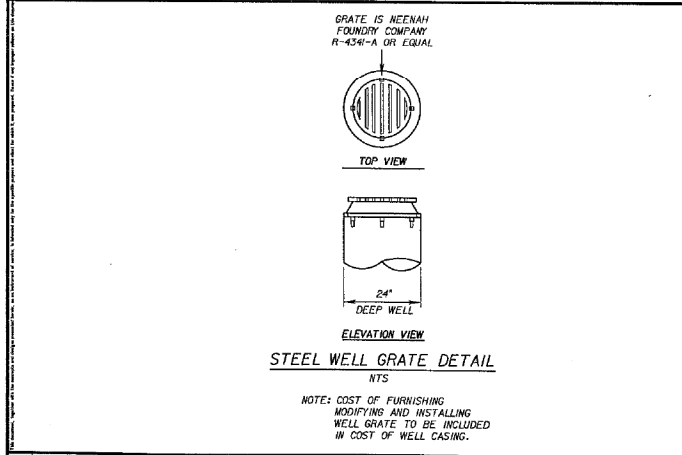
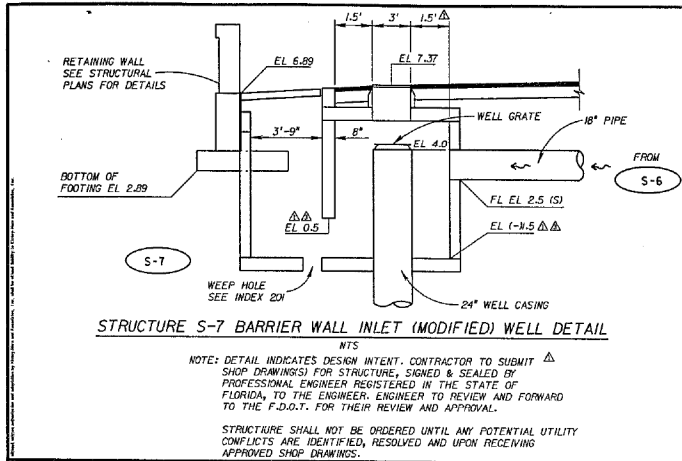
- ALL ROUTE MARKER AUXILIARIES IN THE VERTICAL ASSEMBLY, EXCEPT DETOUR AUXILIARIES, SHALL HAVE THE SAME COLOR COMBINATION AS THE ROUTE MARKER. DETOUR ASSEMBLIES SHALL USE STANDARD COLOR ROUTE MARKERS & BLACK OR ORANGE AUXILIARIES.
- FOR DETAILS OF LARGE GUIDE SIGNS SEE SPECIAL DETAILS.
- SHOP DRAWINGS FOR OVERHEAD SIGN STRUCTURES, SPECIAL DESIGNS FOR GROUND SIGN STRUCTURES & LARGE GUIDE SIGN PANELS, MESSAGES, LETTERING & QUANTITIES SHALL BE SUBMITTED TO THE STATE TRAFFIC PLANS & STANDARDS ENGINEER, TALLAHASSEE, FLORIDA.
- SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC., MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER. EXTREME LOCATION CHANGES MUST BE APPROVED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- ANY SIGNING MATERIAL, INCLUDING SUPPORTS, TO BE REMOVED AS NOTED ON PLAN SHEETS, SHALL BE DELIVERED BY THE CONTRACTOR IN EXISTING CONDITION, AND UNLOADED AT THE MAINTENANCE FACILITY LISTED BELOW IN CARE OF THE STOREKEEPER OR HIS DESIGNEE: JOE FOX
TEL: (305) 866-6241
TOWN OF BAY HARBOR ISLANDS
PUBLIC WORKS DEPARTMENT
9555 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL.
33154
- REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED ALONG THE ENTIRE LENGTH OF THE PROJECT.
- PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND TRAFFIC DESIGN STANDARDS.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND LENGTH OF NO PASSING ZONES FOR HORIZONTAL AND VERTICAL CURVES IN ACCORDANCE WITH THE M.U.T.C.D. THE CONTRACTOR'S PROPOSED METHOD OF ESTABLISHING NO PASSING ZONES SHALL BE APPROVED BY THE ENGINEER.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MARK THE LOCATION AND LENGTH OF NO PASSING ZONES FOR REPLACEMENT AFTER RESURFACING IS COMPLETE.
- MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT AND AT ALL SIDE STREETS.
 - ITEM NO. 710-11 REMOVAL OF EXISTING PAINT MARKINGS IS A CONTINGENT QUANTITY TO BE USED TO TIE IN NEW AND EXISTING MARKINGS AS DIRECTED BY THE ENGINEER.
 - ITEM NO. 710-11 AND 711-7 THE CONTRACTOR SHALL REMOVE EXISTING MARKINGS BY FOOT APPROVED METHOD WITHOUT DAMAGE TO THE SURFACE COURSE OR FRICTION COURSE.
- ITEM NO. 711-7 REMOVAL OF EXISTING THERMOPLASTIC MARKINGS IS A CONTINGENT QUANTITY TO BE USED TO TIE IN NEW AND EXISTING MARKINGS AS DIRECTED BY THE ENGINEER.
 - PAY ITEM NO. 660-2-101B INCLUDES ALL COST ASSOCIATED WITH THE INSTALLATION OF INDUCTIVE LOOPS, CONNECTION TO THE EXISTING LOOP DETECTOR IN THE EXISTING CONTROLLER CABINET AND ALL OTHER MATERIALS AND LABOR NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL INDUCTIVE LOOP ASSEMBLY.
 - PAY ITEM NO. 830-30 IS FOR REMOVAL OF CONDUIT AND CABLE AS REQUIRED FOR MODIFICATION OF THE PEDESTRIAN SIGNAL SYSTEM.
 - ALL TRAFFIC SIGNAL INSTALLATION / MODIFICATION TO BE DONE IN CONFORMANCE WITH PALM BEACH COUNTY TRAFFIC ENGINEERING STANDARDS.
 - ITEM NO. 710-11 AND 711-7 ARE CONTINGENCY ITEMS TO BE INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER.
 - ITEM NO. 700-44-XX INCLUDES ALL COST ASSOCIATED WITH EXTENDING ELECTRICAL POWER SERVICE FROM EXISTING PULL BOX TO NEW OVERHEAD TRUSS; THIS INCLUDES BUT IS NOT LIMITED TO PULL BOX, CONDUIT, CONDUCTORS, ETC.
- CONTRACTOR SHALL PROTECT EXISTING SIGNS NOTED TO REMAIN. EXISTING SIGNS DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE TOWN. CONTRACTOR HAS THE OPTION TO REMOVE, STOCK PILE, AND RE-INSTALL THESE SIGNS AT NO ADDITIONAL COST TO THE TOWN.
- PAY ITEM NO. 660-2-101A & 660-2-101B INCLUDES ALL COST ASSOCIATED WITH THE INSTALLATION OF INDUCTIVE LOOPS, CONNECTION TO THE EXISTING LOOP DETECTOR IN THE EXISTING CONTROLLER CABINET AND ALL OTHER MATERIALS AND LABOR NECESSARY TO PROVIDE A FULLY OPERATING INDUCTIVE LOOP ASSEMBLY.

[Signature]
3/15/04

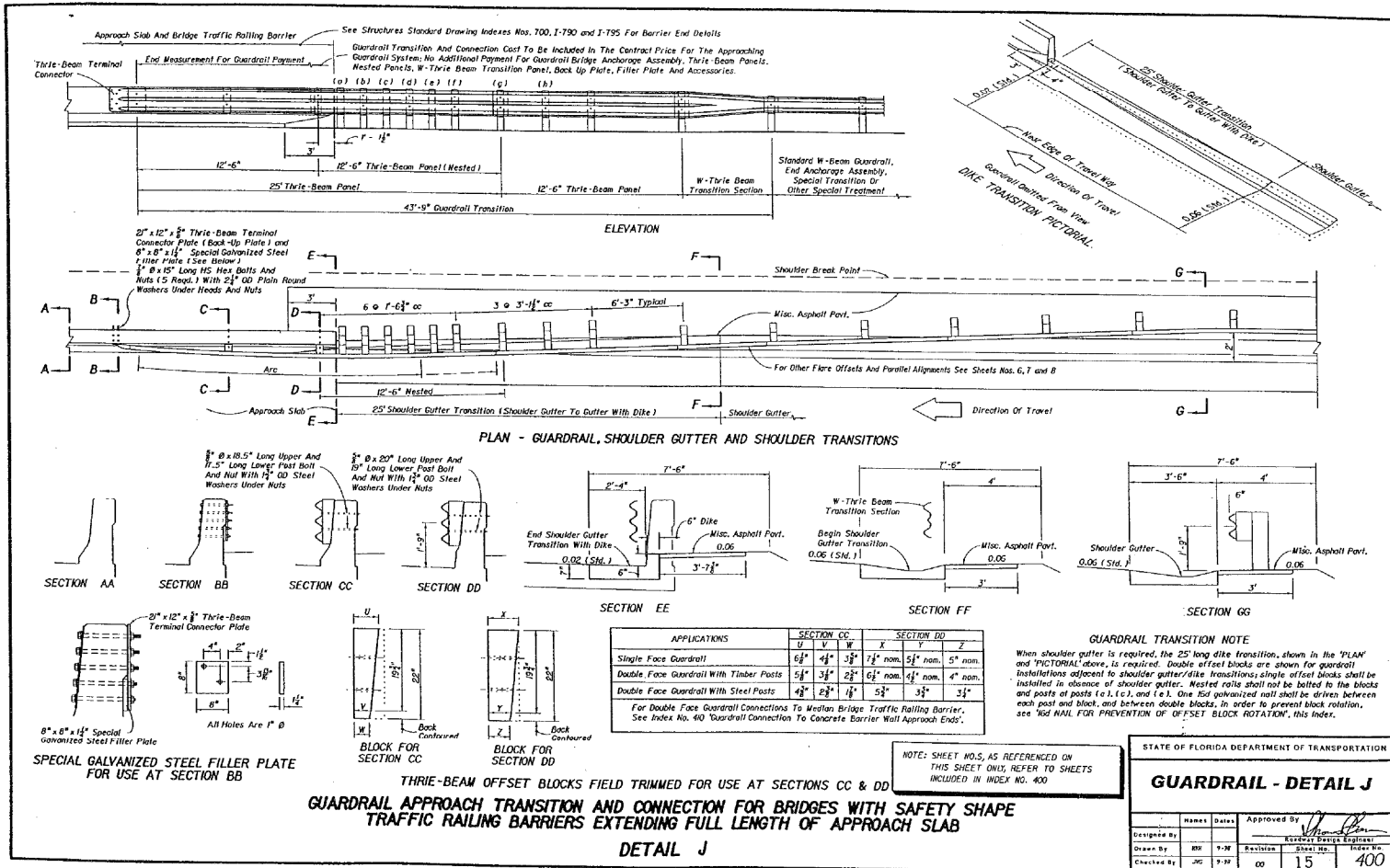
SCALE DESIGNED BY DRAWN BY CHECKED BY DATE	 Kimley-Horn and Associates, Inc. 4015 UNIVERSITY DRIVE, WEST PALM BEACH, FL 33407 561-841-0000 561-841-0001	DATE 04/16/2003 PROJECT NO. BC-113 BAY COUNTY	 TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGN ENGINEER JAMES R. BLANK, P.E. FLORIDA REGISTRATION NUMBER 20801 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) TABULATION OF SIGNING & PAVEMENT MARKING QUANTITIES	SHEET NUMBER 12
--	--	---	--	---	---	--------------------

04/16/2003 02:29:37 PM g:\04\03\040\user\87\sign\12\sign\signing\signing.dgn





MODIFIED EL. PER DESIGN REQUIREMENT COMPLETE REVISION OF BAFFLE DETAIL ADDED NOTES, STRUCTURE S-7 & BAFFLE DETAIL	2/04 8/03 9/03	DESIGNED BY DRAWN BY CHECKED BY	DATE 02/26/2004 PROJECT NO. BC-112	Kinley-Horn and Associates, Inc. 4011 UNIVERSITY DRIVE, WEST PALM BEACH, FL 33417 (561) 845-0100 (561) 845-0101	TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGN ENGINEER MURRAY D. FERGUSON, JR., P.E. FLORIDA REGISTRATION NUMBER 13819	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) DRAINAGE DETAILS	SHEET NUMBER 14
---	----------------------	---------------------------------------	---	---	--	--	---	--------------------



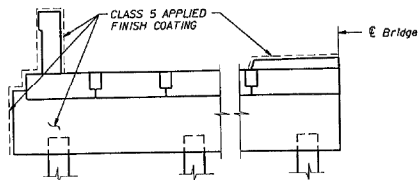
INDEX TO STRUCTURE PLANS

Sheet No.	Description
B-1	General Notes (1 OF 2)
B-2	General Notes (2 OF 2)
B-3	Notes and Details for Square Prestressed Concrete Piles - Index No. 600
B-4	Square Prestressed Concrete Pile Splices - Index No. 601
B-5	18" Square Prestressed Concrete Piles - Index No. 618
B-6	Traffic Rolling Barrier - (42" Vertical Shape) - Index No. 720 (Drawing 1 of 2)
B-7	Traffic Rolling Barrier - (42" Vertical Shape) - Index No. 720 (Drawing 2 of 2)
B-8	Standard Bar Bending Details - Index No. 1300
B-9	Plan and Elevation
B-10	Construction Sequence (1 of 2)
B-11	Construction Sequence (2 of 2)
B-12	Report of Core Borings
B-13	Foundation Layout
B-14	End Bent 1 & 6 Layout
B-15	End Bent Details
B-16	Pile Bent 2, 3, 4 & 5 Layout
B-17	Pile Bent Details
B-18	Superstructure Plan
B-19	Prestressed Type A Slab Units
B-20	Prestressed Type B Slab Units
B-21	Prestressed Type C Slab Units
B-22	Superstructure Details (1 of 2)
B-23	Superstructure Details (2 of 2)
B-24	Approach Slabs
B-25	Reinforcing Bar List
B-26	Retaining Walls 1 & 2 Layout
B-27	Retaining Walls 3 & 4 Layout
B-28	Retaining Wall Details
I-13	Existing Bridge Plans

ABBREVIATIONS:

C.I.P.	= Cast-In-Place
N.F.	= Near Face
E.F.	= East Face
F.F.	= Far Face
P.R.	= Pier
U.O.N.	= Unless otherwise noted
P.E.J.M.	= Premolded Expansion Joint Material

Notes: For additional standard abbreviations, see FDOT Design Standards, January 2002.



DETAIL OF CONCRETE CLASS 5 SURFACE FINISH

GENERAL NOTES

GENERAL SPECIFICATIONS:

Florida Department of Transportation Standard Specification for Road and Bridge Construction (2000 Edition) and the Special Provisions Included in the Contract Documents.

DESIGN SPECIFICATIONS:

American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications (1998 Edition) with Interims through 2002.
Florida Department of Transportation Structures Design Guidelines for Load and Resistance Factor Design (January 2002).

DESIGN METHOD:

Load and Resistance Factor Design Method (LRFD) except that Prestressed Slab Units and Bearing Pads have been designed for Service Limit States.

DESIGN LOADING:

HL-93 Loading

FUTURE WEARING SURFACE:

Design includes allowance for 15 pounds per square foot.

EARTHQUAKE LOADING:

Seismic acceleration coefficient of 0.02
Seismic Zone I

WIND LOADING:

Wind Velocity of 120 MPH, Includes a 20% Increase for Dade County over the basic 100 MPH velocity per LRFD Specifications.

THERMAL LOADING:

Longitudinal Design
Normal Mean Temperature 70° F
Thermal Coefficient 0.0000060/°F
Temperature Range for Design of Structure
Rise 25°F
Fall 25°F
Temperature Range for sizing Bearings and Joints:
Rise 25°F
Fall 25°F

VESSEL COLLISION LOADING:

Not applicable for this bridge.

WATER LOADING:

Tidal Pressure Loading 50 psf

BEAM DISTRIBUTION VALUES:

SUMMARY OF QUANTITIES

Item No.	Description	Unit	Quantity
110-3	Structures, Removal of Existing	SF	14865
331-2	Type S Asphalt Concrete	TN	133.3
337-7-5	Asphalt Concrete Friction Course (Type BHXFC-5)	TN	77.1
400-2-10	Concrete Class II (Approach Slab)	CY	125.8
400-2-15	Concrete Class II (Miscellaneous)	CY	18.3
400-4-4	Concrete Class III (Superstructure)	CY	181.8
400-4-5	Concrete Class III (Substructure)	CY	179.8
400-4-11	Concrete Class III (Retaining Walls)	CY	134.0
400-147	Composite Weepone Pads	CF	3.3
415-1-3	Reinforcing Steel (Retaining Wall)	LB	17622
415-1-4	Reinforcing Steel (Superstructure)	LB	23418
415-1-5	Reinforcing Steel (Substructure)	LB	19753
415-1-9	Reinforcing Steel (Approach Slab)	LB	19794
450-3-2X	Prestressed Slab Units (60" Wide x 18" Thick)	LF	3440
455-18	Protection of Existing Structures	LS	1
455-34-3	Prestressed Concrete Piling (Furnish & Driven) 18" Sq	LF	3080
455-137	Dynamic Load Test	EA	4
455-143-3	Test Piles (Prestressed Concrete) 18" Sq	LF	280
460-8-102	Elastic Preformed Joint Seal (Polymeric Molding)	LF	160
521-5-5	Concrete Traffic Rolling Barrier (Bridge) 42" Vertical Face	LF	920

Thomson
3-9-4

SCALE: N.E. DESIGNED BY: TMB DRAWN BY: TMB CHECKED BY: TMB		DATE: 07/11/2003 PROJECT NO.: SC-113 DATE COUNTY:		TOWN OF BAY HARBOR ISLANDS FLORIDA		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) GENERAL NOTES (1 OF 2)		SHEET NUMBER: B-1	
Added Concrete Class II (Miscellaneous) for Concrete Slab		Kintley-Horn and Associates, Inc. 4001 CHAMBERLAIN DRIVE, SUITE 100, PALM BEACH, FL 33407 (561) 841-8485 FAX: (561) 841-8485		DESIGNER'S SEAL Thomas W. Furman FLORIDA REGISTRATION NUMBER: 459143		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) GENERAL NOTES (1 OF 2)		SHEET NUMBER: B-1	

MATERIAL STRESSES:

Allowable stresses are in accordance with the Design Specifications for all materials shown in these plans.

MATERIALS:

A. CONCRETE:

1. Provided $\frac{3}{8}$ " chamfers on all exposed edges and corners except as otherwise noted.
2. Construction joints will be permitted only at locations indicated on the plans. Additional construction joints or alterations to those shown shall require approval of the Engineer.
3. Saw cuts shall be made no later than the day following the concrete placement.
4. Minimum compressive strength at 28 days:

Class II (Approach Slabs)	f'c = 3400 psi	Approach Slabs
Class IV	f'c = 5500 psi	Traffic Barriers, Median Separator, Future Sidewalks
Class IV	f'c = 5500 psi	Precast Prestressed Slab Unit Closure Pours
Class IV	f'c = 5500 psi	End Bents and Interior Bents
Class V (Special)	f'c = 6000 psi	Piling
Class V	f'c = 6500 psi	Precast Prestressed Slab Units

B. REINFORCING STEEL:

1. Reinforcing Steel shall conform to ASTM A615, Grade 60
2. All dimensions pertaining to location of reinforcing steel are to the centerline of bars except where the cover dimension is shown to face of concrete.

C. PRESTRESSING STEEL:

1. Prestressing Steel shall conform to ASTM A416, Grade 270 and shall be a 7 wire strand.
2. For Prestressed Concrete Piling, see FDOT Structures Standard Index No. 600.
3. For Prestressed Flat Slab Units, 0.5" Diameter Low Relaxation Strands

MINIMUM CONCRETE COVER:

End Bent external surfaces cast against earth shall have a 4 1/2" minimum cover
End Bent and Pile Bent external formed surfaces shall have a 4" minimum cover
Superstructure (Cast in Place) shall have a 2" minimum cover unless otherwise noted.
Superstructure (Precast Prestressed Slab Units) shall have a 2" minimum cover unless otherwise noted.

SURFACE FINISHES:

The following concrete surfaces (see Detail A) shall receive a Class 5 applied finish coating:
1. All exposed surfaces of traffic barrier railings and median separator.
2. All exposed surfaces of exterior slab units.
3. All exposed surfaces of end and interior bents including wingwalls.
4. All precast prestressed slab unit closure pours shall receive a Class 3 surface finish.

ENVIRONMENTAL CLASSIFICATIONS:

Superstructure and Substructure are classified as Extremely Aggressive.

ELEVATIONS:

All elevations are referred to National Geodetic Vertical Datum (NGVD) of 1929.

PILING:

18" Square precast prestressed concrete piles shall be used. Refer to Foundation Layout sheet for pile installation table and piling notes.

SOILS:

Soil boring profiles and foundation design considerations were obtained from the final soils report dated December 27, 2002 by Tierra.

UTILITIES:

Data concerning type and location of underground and other utilities is not guaranteed to be accurate or all inclusive. The contractor is responsible for making his own determinations as to the type and location of underground and other utilities as may be necessary to avoid damage thereto.

BEARING PADS:

All bearing pads shall be furnished and installed by the contractor. Plain neoprene bearing pads for interior bents shall be 1/2" thick x 6" wide strips in accordance with Section 932-2 of the Specifications. Composite neoprene bearing pads as detailed in the plans shall be used at end bents. Composite neoprene pads shall be in accordance with Section 932-2 of the Specifications.

PRESTRESSED MEMBERS:

FINISH:

All surfaces of the prestressed slab unit shall receive a "Class 3" surface finish except the outer vertical surfaces of exterior units shall receive a "Class 5" surface finish.

CONCRETE STRENGTH AND DETENSIONING:

At transfer of the prestressing load, the concrete cylinder strength shall be 4500 psi minimum.

HANDLING AND STORAGE:

During handling and storage, the prestressed units must be picked up at the ends of the units to prevent damage.

All slab units must be stored on adequate dunnage. The beam ends must be supported no closer than 5' to the end nor no further than 18 inches from the ends.

FORMS AND PALLETS:

All prestressed slab units shall be cast on concrete based pallets and in metal forms. Blockouts for the closure pours may be formed from wood.

STRAND EXTENSION:

All prestressing strands shall extend 2 1/2' beyond the ends of the prestressed slab units.

SHOP DRAWINGS:

The Contractor shall submit three (3) sets of shop drawings, showing complete details of the proposed prestressed slab units. The drawings shall include reinforcing steel, prestressing steel, tensioning and detensioning schedules, camber calculations, and all computations required to control the work.

EQUIPMENT ON UNITS:

Before any heavy construction equipment over Florida Legal Loads is permitted on the structure during construction, sketches showing the axle spacing and anticipated loadings shall be submitted to and approved by the Engineer.

For additional Prestressed Notes, see Prestress Slab Unit Sheets.

CONSTRUCTION NOTES:

Contractor shall remove existing bridges and construct new bridge from above, i.e., no barges shall be allowed in the waterway. Worker access can use small boats, however they shall be subject to permit conditions. See Permits for additional restrictions within the waterway. For additional notes, see Roadway Plans.

Handwritten signature and number 394

03-10-2003 02:00:57 PM G:\044055040-HELPER BRIDGE\234567\STRUCT\PRINT.DGN

DESIGNED BY: TMB	DATE: 03/10/2003	TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGN ENGINEER: THOMAS W. FARRIS FLORIDA REGISTRATION NUMBER: #49143	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) GENERAL NOTES (2 OF 2)	SHEET NUMBER: B-2
DRAWN BY: TMB	PROJECT NO.: BC-113				
CHECKED BY: TWF	DATE: 03/10/2003				
DATE: 03/10/2003	DATE: 03/10/2003				

DESIGN SPECIFICATIONS:
Florida Department of Transportation (FDOT) "Structures Design Guidelines for Load and Resistance Factor Design", including all supplements thereto.

The Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", 2000.

American Association of State Highway and Transportation Officials (AASHTO) "LRFD Bridge Design Specifications".

Square Prestressed Concrete Section: Designed for 1,000 psi uniform compression after prestress losses with out loads.

Pick-up, Storage, and Transportation: 0.0 psi tension w/1.5 times ply self weight.

Each wrap of spirals shall be tied to at least two corner strands. One turn required for spiral splices.

Concrete for all piles shall be Class IX (Special) except designated High Capacity Piles shall be Class XI.

Concrete for the High Capacity Collar Splice shall be Class V (Special).

See "GENERAL NOTES" for any specific locations where the use of Class V (Special) or Class VI with Microsilica is required.

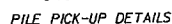
CRETE STRENGTH:
The pile cylinder strength shall be 6,000 psi minimum at 28 days and 4,000 psi minimum at time of transfer of the Prestressing Force. The cylinder strength for designated High Capacity Piles shall be 8,500 psi minimum at 28 days and 6,500 psi minimum at time of transfer of the Prestressing Force.

The adhesive bonding material to fill dowel holes and form the joint between plate sections shall conform to Section 937 of the Specifications and shall be contained on the Qualified Products List (QPL).

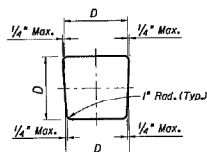
PICK-UP POINTS:
Piles shall be marked at the pick-up points to indicate proper points for attaching handling lines.

All reinforcing steel shall be Grade 60, except that spirals shall be manufactured from cold-drawn steelwire meeting the requirements of ASTM A82.

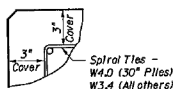
Prestress steel shall be seven-wire strand, Grade 270 or 250 as noted.



	Square Pile Size (Inches)						Required Storage and Transportation Detail	Pick-Up Detail
	12	14	16	20	24	30		
Maximum Pile Length (Feet)	48	52	59	62	68	87	2, 3, or 4 point	1 Point
	69	75	85	89	98	124	2, 3, or 4 point	2 Point
	99	107	121	128	140	178	3 or 4 point	3 Point



TYPICAL PILE SHAPE
FOR MOLD FORMS

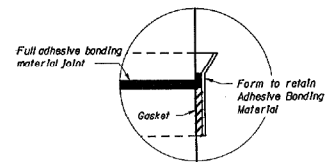


DETAIL SHOWING
TYPICAL COVER

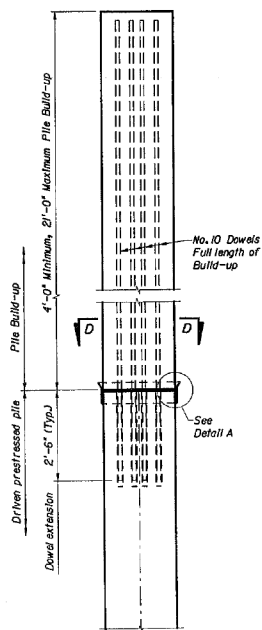
REVISIONS						ENGINEER OF RECORD		FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DRAWN BY	CHECKED BY	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	NOTES AND DETAILS FOR SQUARE PRESTRESSED CONCRETE PILES - INDEX NO.600
7-12-02	SDC	Standard Drawing Issue Date				MOM	JAC				BROAD CAUSEWAY WEST RIFLE BRIDGE (REHABILITATION)
						DESIGNED BY	STRUCTURES DESIGN OFFICE				
						CHECKED BY	CENTRAL OFFICE				
						APPROVED BY	905 SUWANNEE AVENUE, Bldg. 33 TALLAHASSEE, FLORIDA 32399-0450				
							PWB				
							REN				

NOTES:

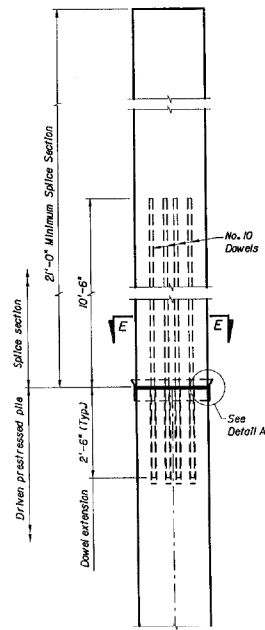
1. For Sections D-D, E-E, & F-F see Index Nos. 612, 614, 618, 620, 624, 630 for applicable concrete pile size.
2. Prestressing strands, spiral ties and/or reinforcement are not shown for clarity.
3. In cases where pile splices are desired due to length limitations in shipping and/or handling, the Drivable Pre-Planned Prestressed Precast Splice Detail shall be used. Mechanical Pile Splices contained on the Qualified Products List (QPL) may also be used.
4. When preformed dowel holes are utilized, the 1" spiral tie pitch shall be continued to 4'-0" below the head of the pile, and the preforming material shall be removed. See Index Nos. 618, 620 & 624.



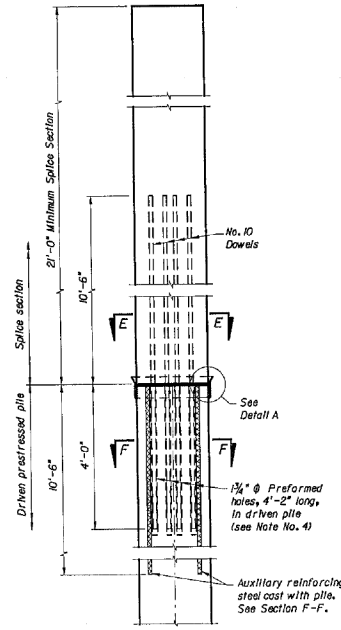
DETAIL A



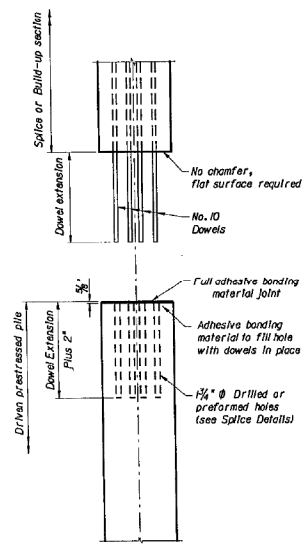
**NON-DRIVABLE UNFORESEEN
REINFORCED PRECAST
PILE BUILD-UP DETAIL**



**DRIVABLE UNFORESEEN
PRESTRESSED PRECAST
PILE SPLICE DETAIL**



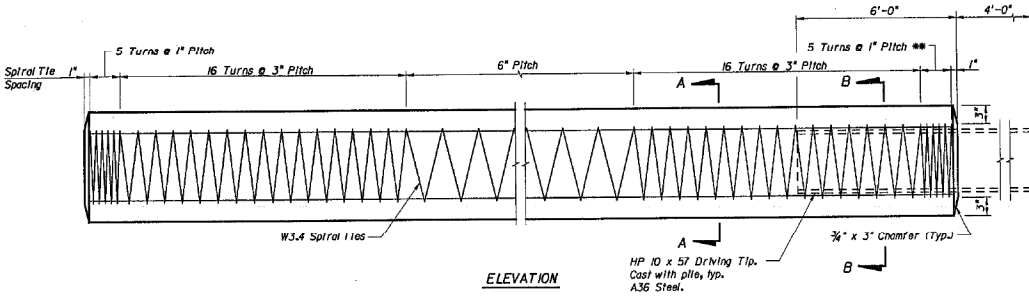
**DRIVABLE PRE-PLANNED
PRESTRESSED PRECAST
PILE SPLICE DETAIL**



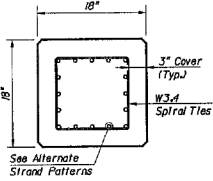
**TYPICAL SPLICE
BEFORE BONDING**

REVISIONS						ENGINEER OF RECORD.		FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	SHEET NO.
12-02-02	SUC	Standard Drawing Issue Copy										

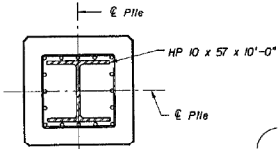
03/06/2003 03:43:45 AM C:\V04505\040 HELPER BRIDGE\124561\STRUCT\0818.DGN



** See Note No. 4 on Index No. 601



SECTION A-A



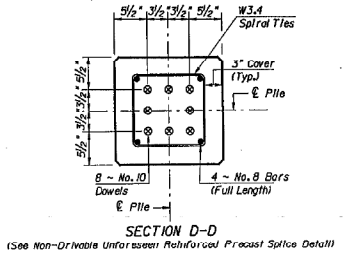
SECTION B-B

ALTERNATE STRAND PATTERNS

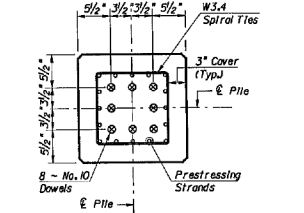
- 12 ~ 0.6" Ø, Grade 270 LRS, at 39.4 kips
- 12 ~ 1/2" Ø, Grade 270 (Spec) LRS, at 34.0 kips
- 12 ~ 7/8" Ø, Grade 270 SR, at 35.1 kips
- 16 ~ 1/2" Ø, Grade 270 SR, at 26.8 kips
- 20 ~ 7/16" Ø, Grade 270 SR, at 21.1 kips
- 20 ~ 7/16" Ø, Grade 270 LRS, at 21.1 kips
- 24 ~ 3/8" Ø, Grade 270 LRS, at 17.3 kips

NOTE: Any of the given Alternate Strand Patterns may be utilized. The strands shall be located as follows: Place one strand at each corner and place the remaining strands equally spaced between the corner strands. The total strand pattern shall be concentric with the nominal concrete section of the pile.

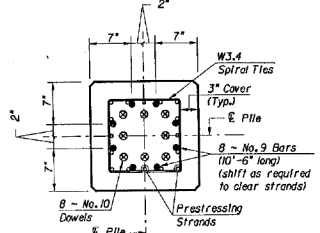
NOTE: Work this sheet with the following drawings:
Index No. 600 - Notes and Details for Square Prestressed Concrete Piles
Index No. 601 - Square Prestressed Concrete Pile Splices



SECTION D-D
(See Non-Drivable Unforseen Reinforced Precast Splice Detail)



SECTION E-E
(See Drivable Prestressed Precast Splice Detail)



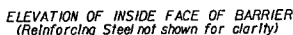
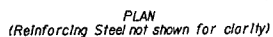
SECTION F-F
(See Drivable Pre-Planned Splice Detail)
PILE SPLICE REINFORCEMENT DETAILS

DESIGNED BY: T.M.B.		CHECKED BY: T.M.B.		DATE: 03/05/2003		DESIGN ENGINEER: THOMAS W. FAYEN		PROJECT NO.: BC-113		DATE COUNTY: FLORIDA		SHEET NUMBER: B-5	
DRAWN BY: T.M.B.		CHECKED BY: T.M.B.		DATE: 03/05/2003		FLORIDA REGISTRATION NUMBER: 445143		PROJECT NO.: BC-113		DATE COUNTY: FLORIDA		SHEET NUMBER: B-5	
REVISED		REVISIONS		DATE		BY		PROJECT NO.: BC-113		DATE COUNTY: FLORIDA		SHEET NUMBER: B-5	



TOWN OF
BAY HARBOR ISLANDS

BROAD CAUSEWAY WEST RELIEF BRIDGE
(REHABILITATION)
18" SQUARE PRESTRESSED CONCRETE PILES



CARRIER NOTES

CROSS REFERENCE:
For Section A-A, Detail "A" and View B-B, see Index No. 720,
Drawing 2 of 2.

86

CONVENTIONAL REINFORCING STEEL BENDING DIAGRAMS

BILL OF REINFORCING STEEL		
MARK	SIZE	LENGTH
S	5	AS REQ'D
T	5	10'-8"
X	5	6'-9"

ROADWAY CROSS-SLOPE	ØA	
	LOW CUTTER	HIGH CUTTER
0% to 2%	90"	90"
2% to 6%	81"	93"
6% to 10%	84"	96"

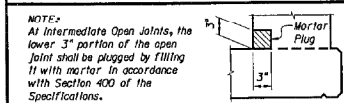
STIRRUP BAR 5T STIRRUP BAR 5X

TRANSITION STIRRUP BARS 5T
To Be Field Cut 15 of each required per Barrier End Transition

TRANSITION STIRRUP BARS 5X
To Be Field Cut 15 of each required per Barrier End Transition

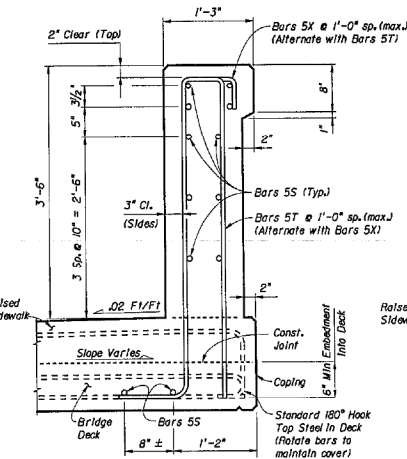
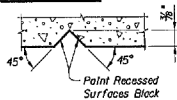
REINFORCING STEEL NOTES:

- All bar dimensions in the bending diagrams are out to out.
- The 4'-6 3/4" vertical dimension shown for Bars 5T and 5X is based on a bridge deck with a 6" thick x 6' wide raised sidewalk at low side of deck, 2% deck cross slope and a counter 2% raised sidewalk cross slope. If the raised sidewalk thickness, width or cross slope vary from the above amounts, adjust this dimension accordingly to achieve a 6" minimum embedment into the bridge deck. See Superstructure and Approach Slab Sheets.
- The reinforcement for the barrier on a retaining wall shall be the same as detailed above with ØA = 90°.
- All reinforcing steel at the open joints shall have a 2" minimum cover.
- Bars 5S may be continuous or spliced at the construction joints. Bar splices for Bars 5S shall be a minimum of 2'-2".
- The Contractor may utilize Welded Wire Fabric when approved by the Engineer. Welded Wire Fabric shall conform to ASTM A497.

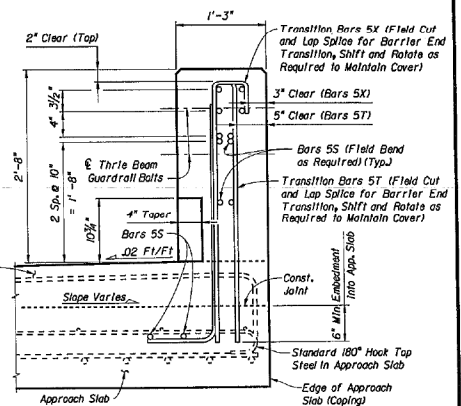


**DETAIL "A" - SECTION
AT INTERMEDIATE OPEN JOINT**

**SECTION THRU RECESSED "V" GROOVE
TO FORM INSCRIBED LETTERS AND FIGURES**



**SECTION A-A
TYPICAL SECTION THRU TRAFFIC RAILING BARRIER
SECTION THRU BRIDGE DECK SHOWN**



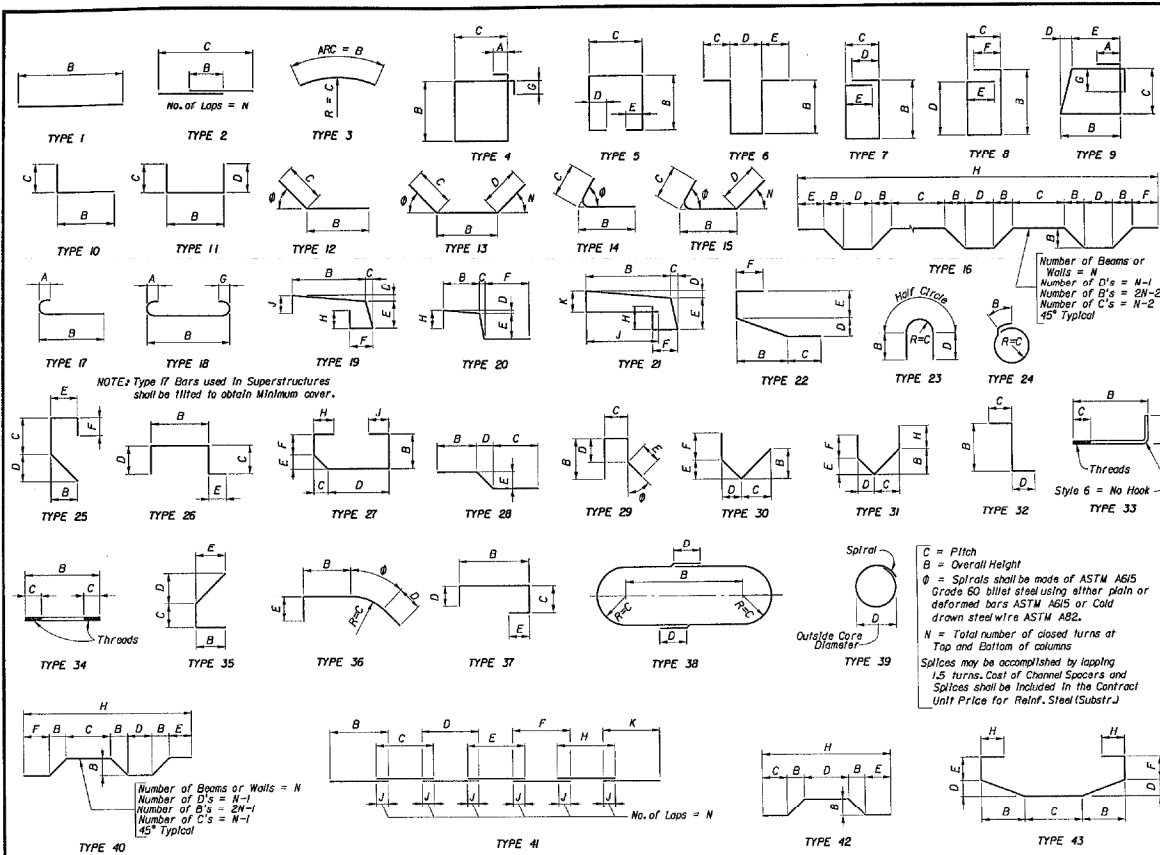
**VIEW B-B
APPROACH SLAB END VIEW
OF TRAFFIC RAILING BARRIER**

ESTIMATED TRAFFIC RAILING BARRIER QUANTITIES		
ITEM	UNIT	QUANTITY
Concrete	CY/FT.	0.445
Reinforcing Steel	LB/FT.	30.68

(The above quantities are based on a 6" thick x 6' wide raised sidewalk at low side of deck, 2% deck cross slope and counter 2% sidewalk cross slope)

CROSS REFERENCE:
For location of Section A-A, Detail "A" and View B-B, see Index No. 720, Drawing 1 of 2.

REVISIONS				ENGINEER OF RECORD				FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET TITLE	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	ROAD NO.	COUNTY	FINANCIAL PROJECT ID.	PROJECT NAME	SHEET NO.	
8-30-00	SDO	Standard Drawing Issue Data									TRAFFIC RAILING BARRIER - (42" VERTICAL SHAPE) INDEX NO. 720 (DRAWING 2 OF 2)		
											BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION)	B-7	



HOOK DETAILS				
180°		90°		
Detailing Dim.		Detailing Dim.		
Hook A or G		Hook A or G		
BAR SIZE	D	180° HOOKS A OR G	90° HOOKS A OR G	
#3	2 1/4"	5"	3"	6"
#4	3"	6"	4"	8"
#5	3 3/4"	7"	5"	10"
#6	4 1/2"	8"	6"	1'-0"
#7	5 1/4"	10"	7"	1'-2"
#8	6"	11"	8"	1'-4"
#9	5 1/2"	1'-3"	11 3/4"	1'-1"
#10	10 3/4"	1'-5"	1'-1 1/4"	1'-10"
#11	12"	1'-7"	1'-2 3/4"	2'-0"
#14	18 1/4"	2'-3"	1'-9 3/4"	2'-7"
#18	24"	3'-0"	2'-4 1/2"	3'-5"
STYLE		1	3	

STIRRUPS (TIES SIMILAR)				
90°		135°		
Detailing Dim.		Detailing Dim.		
Hook A or G		Hook A or G		
BAR SIZE	D	90° HOOKS A OR G	135° HOOKS A OR G	H *
#3	1 1/2"	4"	4"	2 1/2"
#4	2"	4 1/2"	4 1/2"	3"
#5	2 1/2"	6"	5 1/2"	3 3/4"
#6	4 1/2"	1'-0"	8"	4 1/2"
#7	5 1/4"	1'-2"	9"	5 1/4"
#8	6"	1'-4"	10 1/2"	6"
STYLE		4	5	

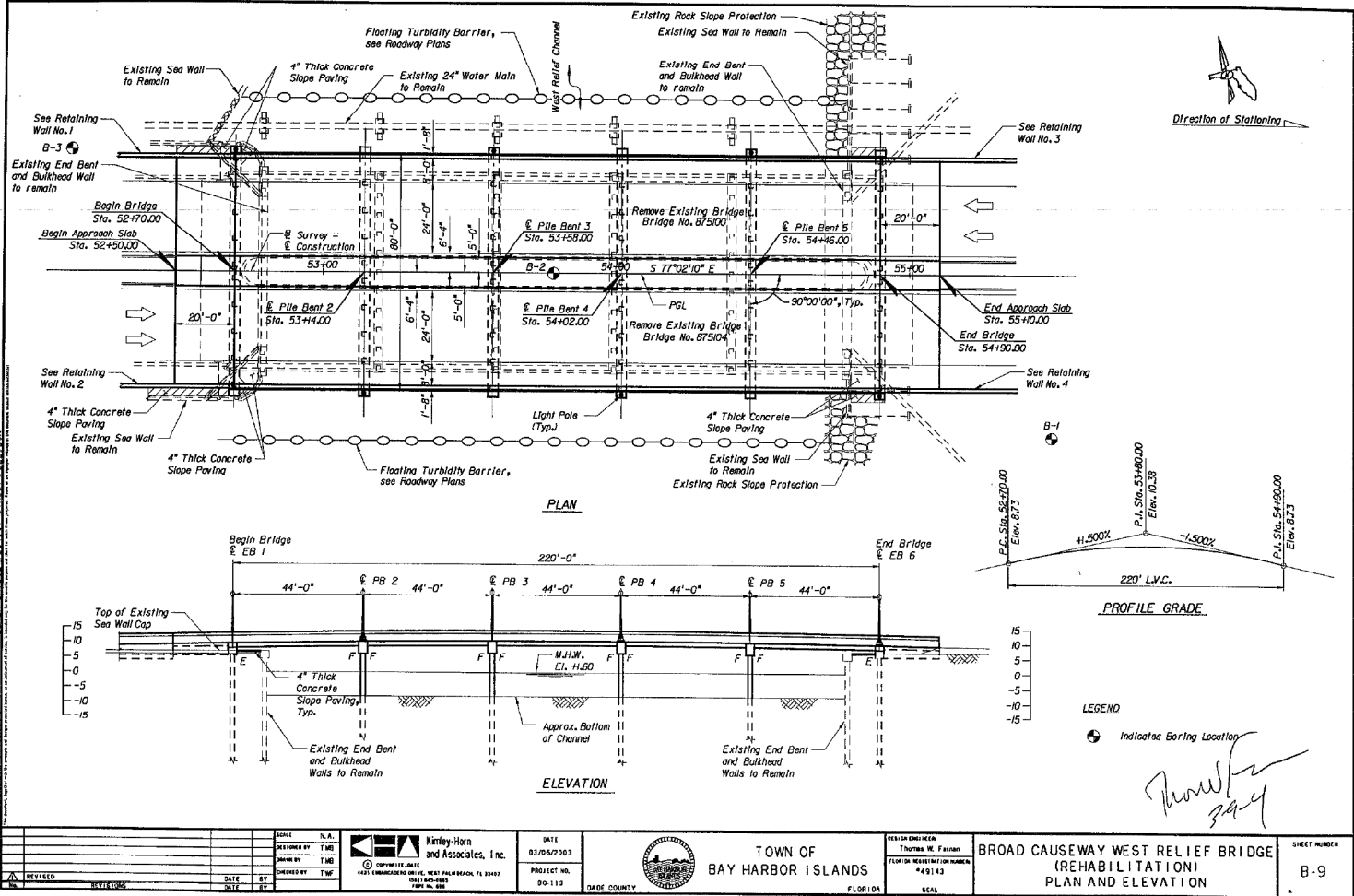
STYLE 6 = NO HOOK

* Dimension is approximate.
Hook Styles Detailed on this sheet are for illustration only.
Actual Hook Style for any particular bar will be shown under A or G Heading on REINFORCING BAR LIST SHEET.
All Dimensions are out-to-out.

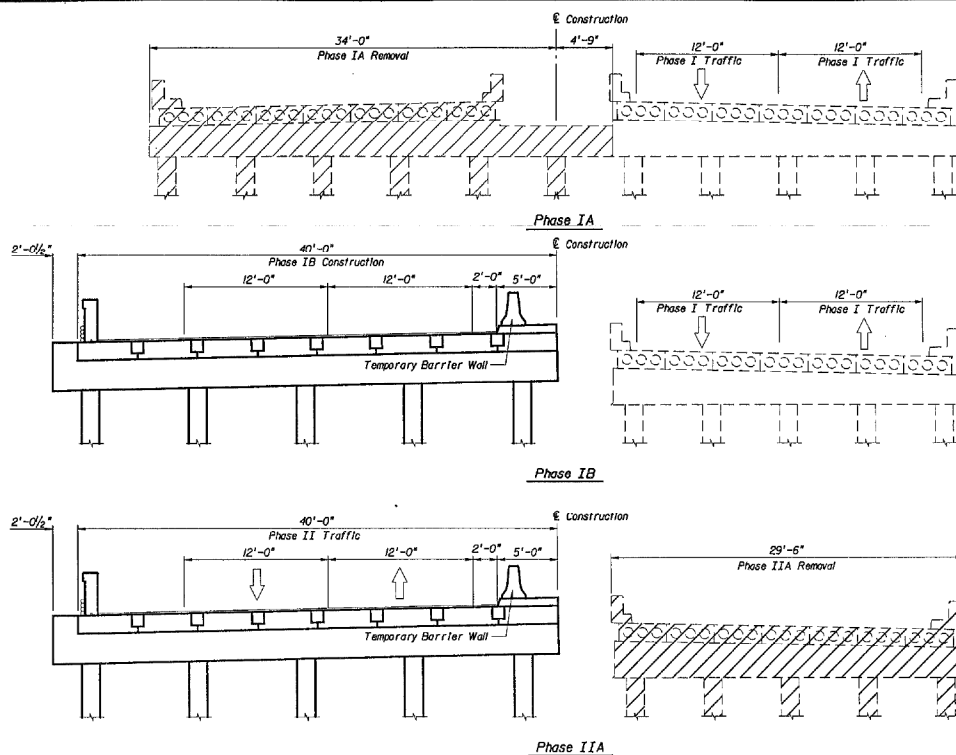
NOTE: For Bar Dimensions See REINFORCING BAR LIST SHEET.

DATE: 3-24-00 BY: SDB DESCRIPTION: Standard Drawing Issue Date		DATE: _____ BY: _____ DESCRIPTION: _____		DESIGNED BY: JLF CHECKED BY: CEB APPROVED BY: REN	DATES: 5-00 5-00 5-00	ENGINEER OF RECORD: STRUCTURES DESIGN OFFICE CENTRAL OFFICE 808 BOWMAN BLVD., SUITE 303 TALLAHASSEE, FLORIDA 32399-0450	FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT NO.: _____ COUNTY: _____ FINANCIAL PROJECT ID: _____	SHEET TITLE: STANDARD BAR BENDING DETAILS INDEX NO. 1300 BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION)	PROJECT NO.: _____ SHEET NO.: B-8
--	--	--	--	---	-----------------------------	---	---	--	--------------------------------------

01/08/2003 04:08:27 PM C:\0440915040\HELKER BRIDGE\12345678\STRUCTURE\EL.DGN



03/28/2003 10:08:12 AM P:\044053040 HELPER BRIDGE\124455\INSTRUC\MS.DGN

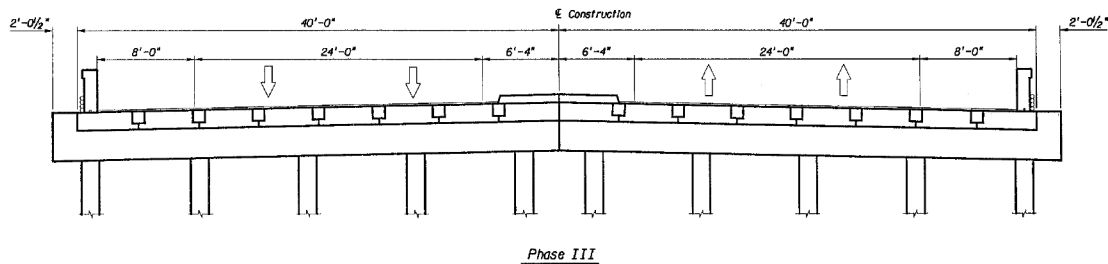
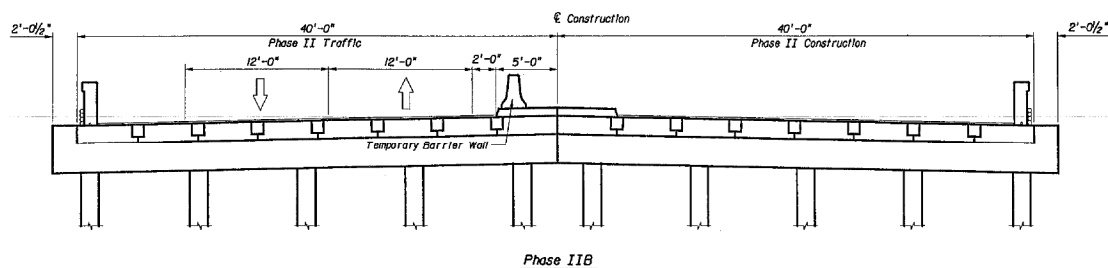


SEQUENCING NOTES:

- Phase IA:**
- 1) Reduce east bound traffic to one lane.
 - 2) Shift west bound one lane traffic to south bridge.
 - 3) Remove north bridge superstructure, interior bents & piling and approach slabs. Existing end bents and bulkhead walls to remain.
- Phase IB:**
- 1) Construct new superstructure, end and interior bents and approach slab of north bridge.
 - 2) Place temporary concrete barrier wall.
- Phase IIA:**
- 1) Shift west bound and east bound one lane traffic onto new north bridge section.
 - 2) Remove south bridge superstructure, interior bents & piling and approach slabs. Existing end bents and bulkhead walls to remain.
- Phase IIB:**
- 1) Construct new superstructure, end and interior bents and approach slab of southerly bridge portion.
- Phase III:**
- 1) Shift east bound traffic onto completed southerly bridge portion.
 - 2) Remove temporary concrete barrier wall.

Thurman
39-4

REVIEWED DATE BY	DATE BY	SCALE N.A. DESIGNED BY T.M.D. DRAWN BY T.M.D. CHECKED BY T.M.D.	DATE 03/28/2003	PROJECT NO. RD-113	OWNER COUNTY FLORIDA	DESIGN ENGINEER Thurman W. Farnen FLORIDA REGISTRATION NUMBER 7493143	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) CONSTRUCTION SEQUENCE (1 of 2)	SHEET NUMBER B-10
---------------------------------------	-----------------------	---	-------------------------------	----------------------------------	---	---	--	---------------------------------

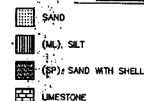


Thompson
394

03/28/2003 10:09:27 AM J:\044053040-HELKER-BRIDGE\244561\STRUCT\NS.DGN

REVISION DATE BY		SCALE N.A. DESIGNED BY TMD DRAWN BY TMD CHECKED BY TWF		DATE 03/28/2003 PROJECT NO. RC-113 DATE COUNTY DADE COUNTY		DESIGN ENGINEER Thomas W. Farnon FLORIDA REGISTERED PROFESSIONAL ENGINEER #49143		TOWN OF BAY HARBOR ISLANDS BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) CONSTRUCTION SEQUENCE (2 of 2)		SHEET NUMBER B-11
---------------------	--	---	--	--	--	---	--	--	--	----------------------

LEGEND



NOTES

- WATER TABLE
- NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12" PENETRATION (UNLESS OTHERWISE NOTED)
- APPROXIMATE SPT BORING LOCATION
- 50/6 FIFTY BLOWS FOR SIX INCHES
- FROM TRAFFIC LINE

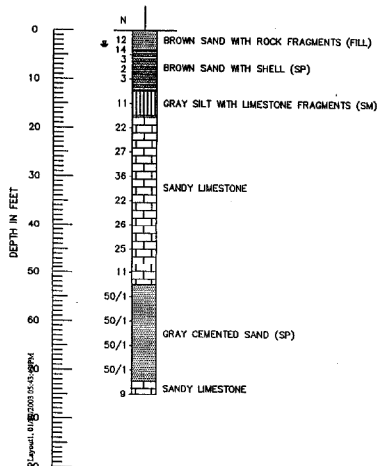


[Handwritten signature]

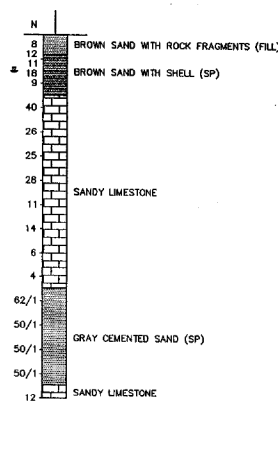
BORING NO. B-1
STATION NO. 8+40.00
OFFSET 15.0'
ELEVATION -
DATE 12/16/02
HAMMER SAFETY
TYPE OF RIG CME-75

BORING NO. B-2
STATION NO. 3+00.00
OFFSET -12.0'
ELEVATION -
DATE 12/16/02
HAMMER SAFETY
TYPE OF RIG CME-75

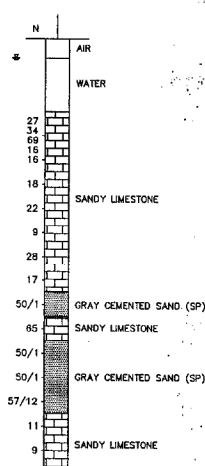
BORING NO. B-3
STATION NO. 4+60.00
OFFSET -5.0'
ELEVATION -
DATE 12/20/02
HAMMER SAFETY
TYPE OF RIG CME-75



BORING TERMINATED
● DEPTH 75'

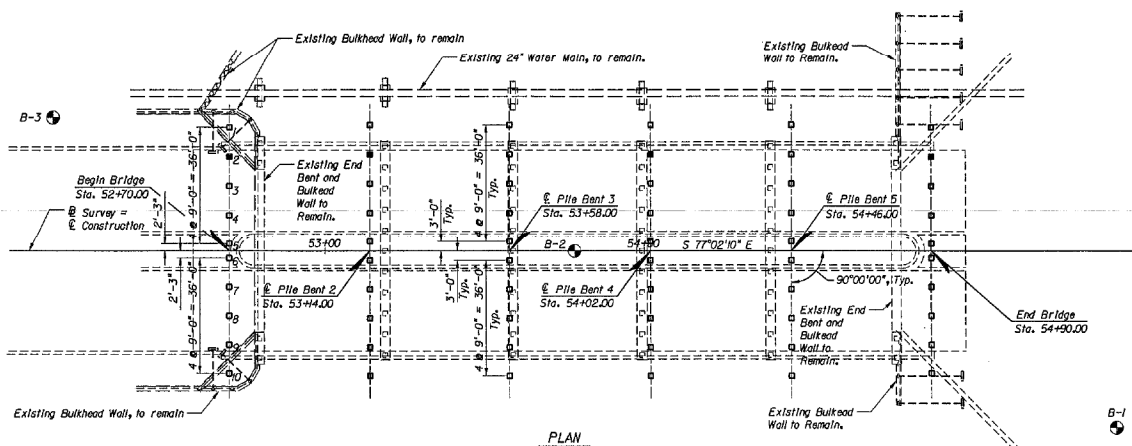


BORING TERMINATED
● DEPTH 75'



BORING TERMINATED
● DEPTH 90'

REVISIONS				TIERRA CONSULTING, INC. Business License No. 1413 Reg. Professional, P.E. P.E. License No. 55617 1140 - Barnett Drive Lake Worth, Florida 33461	ROAD NO. COUNTY TOWN PROJECT NO. - MIAMI-DADE 9511-02256	REPORT OF CORE BORINGS HELKIN'S BRIDGE REPLACEMENT TOWN OF BAY HARBOR ISLANDS, FLORIDA		SHEET NO.
Date	By	Description	Date	By				
								B-12



PILE DATA TABLE NOTES:

- Scour has been considered in the design of the piles with scour elevations based on 100 year event. The scour elevations are shown in the Pile Data Table. Final installation, under no circumstance shall be made in tip elevations above the shown scour elevation.
- Total Scour Resistance is an estimate of the ultimate static side friction resistance provided by the scourable soil.
- Net Scour Resistance is an estimate of the ultimate static side friction resistance provided by the soil from the required preformed or jetting elevation to the scour elevation.
- Tension Capacity is the ultimate static side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile.
- For Pile Cutoff Elevations see End Bent 1 & 6 Layout and Pile Bent 2, 3, & 5 Layout sheets.
- All piles shall be driven to Ultimate Bearing Capacity.
 $USC = (Factored\ Design\ Load + Net\ Scour + Down\ Drag) / \phi$
 where ϕ is a performance factor of 0.7 when a dynamic load test is performed as defined in Section 5.3 of FDOT Structures Design Guidelines, Effective January 1, 2000.
- Drive one 18" square prestressed concrete test pile in the position of a permanent pile located at Int. Bent 2 and 4 and End Bents 1 and 6, Pile No. 4 or as directed by the Engineer.
- The Wave Equation shall be used to evaluate the suitability of the Contractor's proposed driving system as well as to determine the driving resistance, in blows per 12 inches or blows per inch, to achieve the pile bearing requirements and to evaluate pile driving stresses.
- Dynamic Measurements shall be taken during driving of the test piles designated in the plans by using the Pile Driving (PDA) in accordance with Sections 455-5.3 and 455-5.4.
 These piles shall be installed in the position of the permanent piles at the designated positions by using the same equipment and method proposed for installation of production piles.
 Should the Contractor change driving system following the test pile program, additional test piles may be required at the direction of the Engineer. Additional costs for PDA and analysis will be borne by the Contractor and the additional test piles will be paid as Piling (Driven).

PILE DATA TABLE													
INSTALLATION CRITERIA							DESIGN CRITERIA						
Bent No.	Pile Size (In.)	Ultimate Bearing Capacity (Kip)	Tension Capacity (Kip)	Min. Tip Elev. (ft.)	Test Pile Length (ft.)	Req'd Int. Elev. (ft.)	Req'd Preform Elev. (ft.)	Factored Design Load (Kip)	Down Drag (Kip)	Total Scour Resist. (Kip)	Net Scour Resist. (Kip)	Long-Term Scour Elev. (ft.)	100 Yr. Scour Elev. (ft.)
EB1	18	300	N/A	-11.0	70	N/A	N/A	210	0	N/A	N/A	*	0.7
PB2	18	505	N/A	-27.0	70	N/A	N/A	315	N/A	38	38	-17.0	-17.0
PB3	18	505	N/A	-27.0	N/A	N/A	N/A	315	N/A	38	38	-17.0	-17.0
PB4	18	505	N/A	-27.0	70	N/A	N/A	315	N/A	38	38	-17.0	-17.0
PB5	18	505	N/A	-27.0	N/A	N/A	N/A	315	N/A	38	38	-17.0	-17.0
EB6	18	300	N/A	-11.0	70	N/A	N/A	210	0	N/A	N/A	*	0.7

- End Bents protected by Sheet Pile Walls
- As per Specification 455, Minimum Tip Elevation is required for lateral stability.

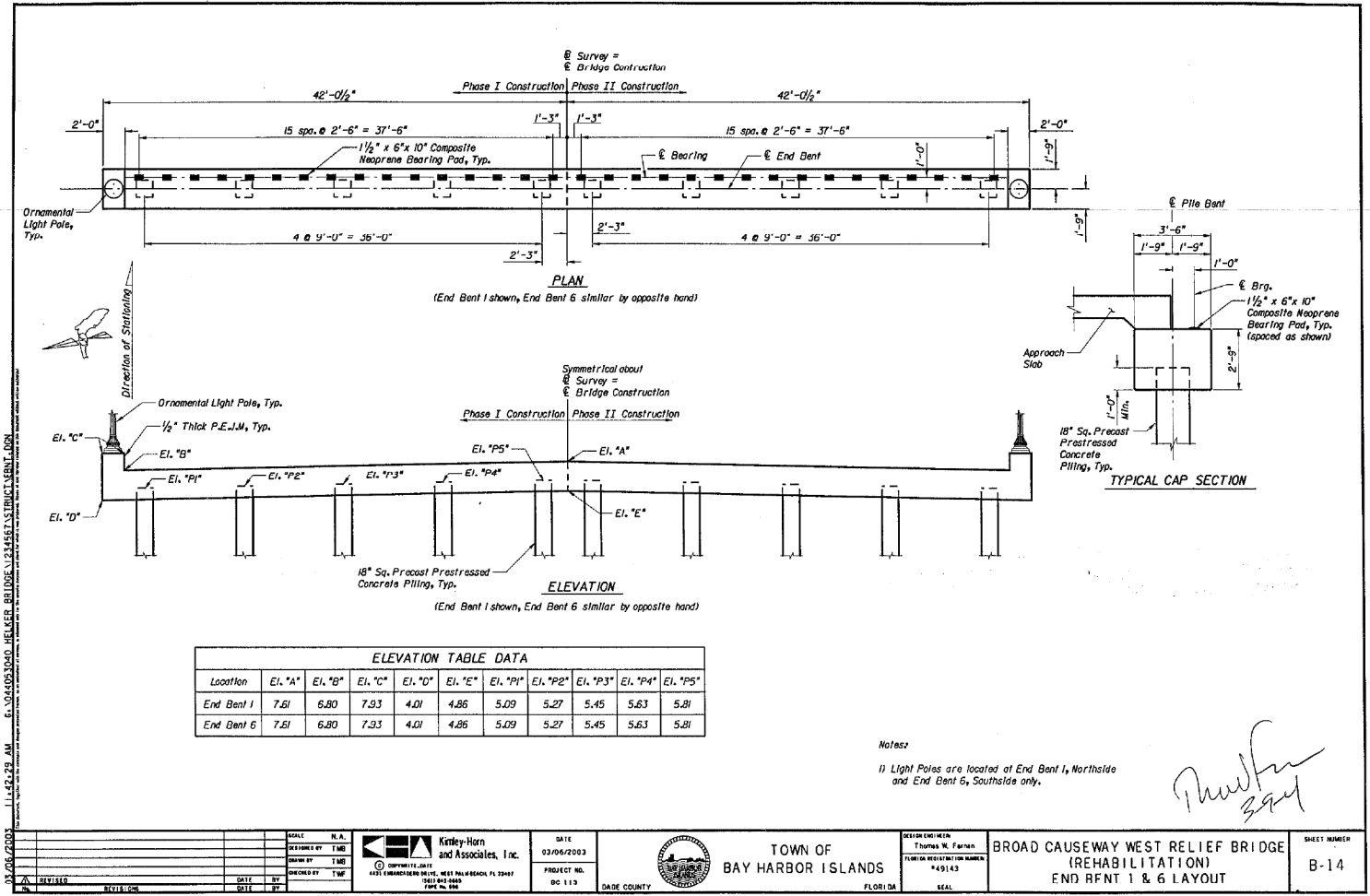
- End Bent Piles shall be driven prior to placing fill. The Contractor shall provide suitable bracing so that free standing piles are not overstressed during construction. The portions of these piles exposed above existing ground shall be wrapped with two independent wrappings of 6 mil thickness polyethylene plastic film. The cost for furnishing and installing polyethylene plastic film shall be included in the Contract Unit Price for Bid Item 2459-71 (Polyethylene Sheeting).
- The Contractor shall verify the locations of all utilities prior to any pile driving.
- Test Pile 2 (TP-2) in Pile Bent 4 shall be driven to the ultimate bearing capacity shown for Pile Bent 3.

Notes:

- Indicates Boring Location
 - Indicates proposed 18" pile
 - Indicates proposed 18" Test pile
- Existing Pile Bent Piling shall be cut off at existing mud line to minimize impacts to live bottom flora and sea grasses.

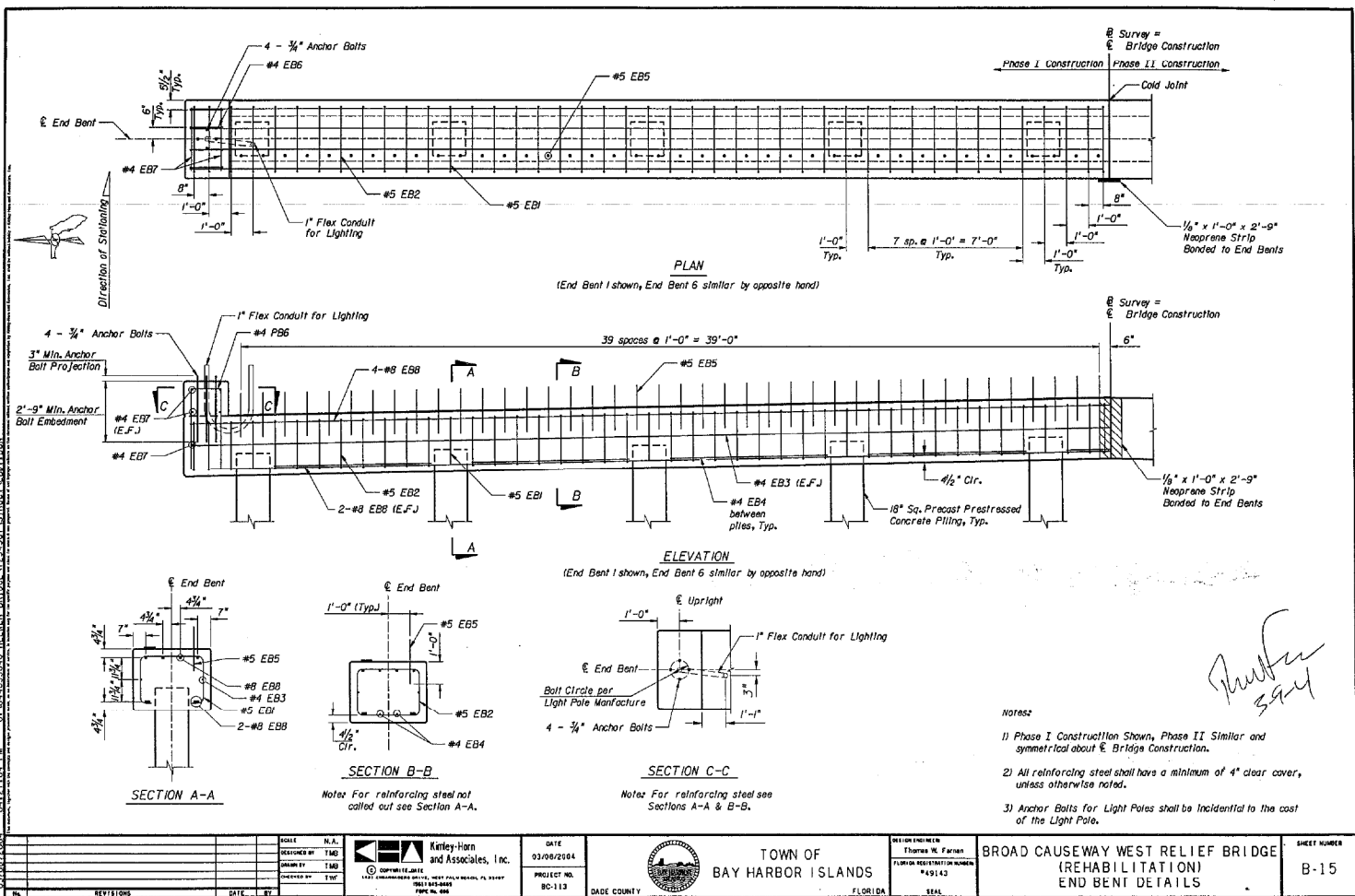
02/28/2003 02:54:33 PM C:\040603\BROAD CAUSEWAY WEST RELIEF BRIDGE\STRUCTURE\PLAN

SCALE: H.A. DESIGNED BY: TME DRAWN BY: TME CHECKED BY: TME DATE: 7/23/03		Kintley-Horn and Associates, Inc. 1101 N. W. 10th Ave., Suite 1000 Fort Lauderdale, FL 33304 PHONE: 954-561-0000 FAX: 954-561-0001		DATE: 07/29/2003 PROJECT NO: BC-113 COUNTY: DADE COUNTY CITY: TOWN OF BAY HARBOR ISLANDS STATE: FLORIDA		DESIGNER: Thomas W. Farman FLORIDA PROFESSIONAL ENGINEER NO. 449143 SEAL		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) FOUNDATION LAYOUT		SHEET NUMBER: B-13	
--	--	--	--	---	--	--	--	--	--	--------------------	--



DATE: 03/06/2003	DESIGNED BY: TME	DRAWN BY: TME	CHECKED BY: TME	DATE: 03/06/2003	BY: BT
Kintley-Horn and Associates, Inc. 1421 E. BROADWAY DRIVE, WEST PALM BEACH, FL 33411 TEL: 561-836-0000 FAX: 561-836-0000			TOWN OF BAY HARBOR ISLANDS PROJECT NO. DC 115 DATE COUNTY: FLORIDA		
DESIGN ENGINEER: Thomas M. Farman FLORIDA REGISTRATION NUMBER: 949143			BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) END BENT 1 & 6 LAYOUT SHEET NUMBER: B-14		

03/08/2004 04:12:04 PM G:\044553\040 HELPER BRIDGE\1234567\STRUCT\EBT.DGN



REVISIONS		DATE	BY

SCALE	N.A.
DESIGNED BY	TMD
DRAWN BY	TMD
CHECKED BY	TMD

	Kirtley-Horn and Associates, Inc.
	COMPUTER-AIDED DESIGN
1345 COMMERCIAL DRIVE, WEST PALM BEACH, FL 33411 TEL: 561-833-8888 FAX: 561-833-8888	

DATE	03/08/2004
PROJECT NO.	BC-113
DRAWN BY	

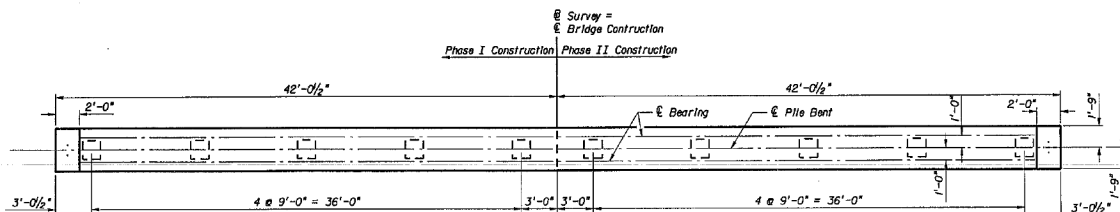
	TOWN OF BAY HARBOR ISLANDS
FLORIDA	

DESIGN ENGINEER	Thomas W. Farson
FLORIDA REGISTRATION NUMBER	#49143
SEAL	

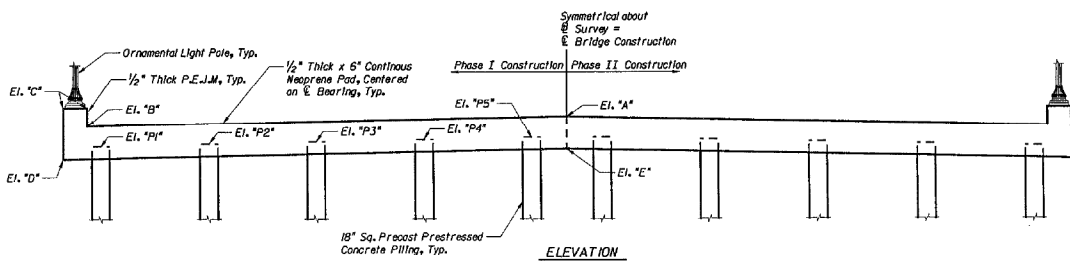
BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) END BENT DETAILS	
---	--

SHEET NUMBER	B-15
--------------	------

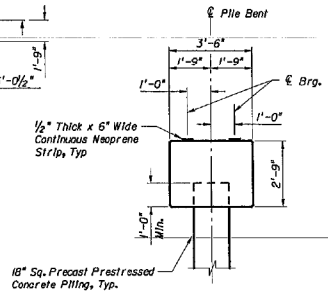
C:\05\2005\11-44-22 AM 05-1044053040 HELPER BRIDGE\1234567\STRUCT\BENT.DGN



PLAN



ELEVATION



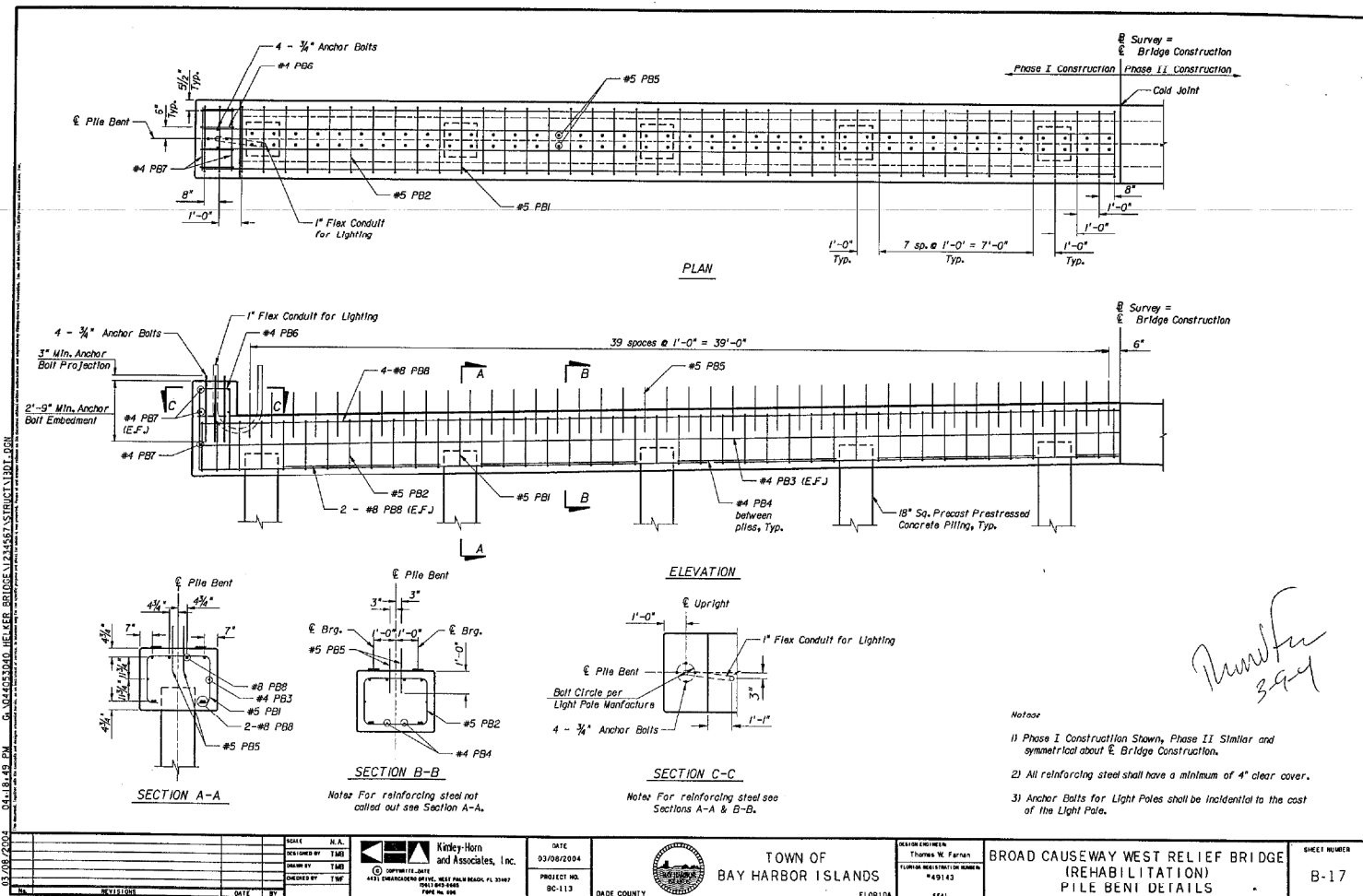
TYPICAL CAP SECTION

ELEVATION TABLE DATA										
Location	El. "A"	El. "B"	El. "C"	El. "D"	El. "E"	El. "PI"	El. "P2"	El. "P3"	El. "P4"	El. "P5"
Pile Bent 2	8.05	7.25	8.46	4.46	5.30	5.52	5.70	5.88	6.06	6.24
Pile Bent 3	8.31	7.51	8.72	4.72	5.56	5.78	5.96	6.14	6.32	6.50
Pile Bent 4	8.31	7.51	8.72	4.72	5.56	5.78	5.96	6.14	6.32	6.50
Pile Bent 5	8.05	7.25	8.46	4.46	5.30	5.52	5.70	5.88	6.06	6.24

Notes:
1) Light Poles are located at Pile Bents 2 & 4, Southside and Pile Bents 3 & 5, Northside only.

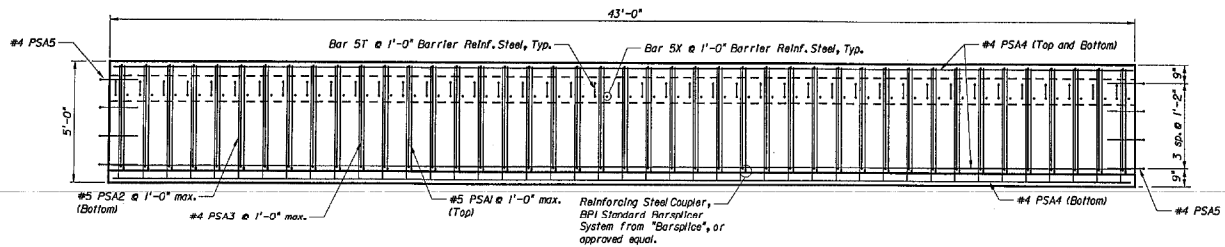
Thurston
394

DATE 03/06/2003 PROJECT NO. 00-112 SHEET NO. 8-16	TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGNED BY Thomas M. Farnan FLORIDA REGISTRATION NUMBER 949143 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) PILE BENT 2, 3, 4 & 5 LAYOUT	SHEET NUMBER 8-16
--	--	--	---	----------------------

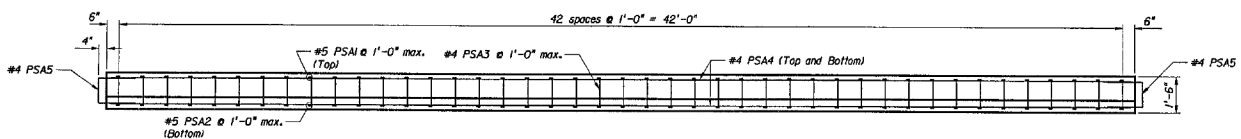


03/08/2004 04:18:48 PM G:\044053040 HELPER BRIDGE\124487\STRUCT\1701.DGN	SCALE: N.A.	Kinley-Horn and Associates, Inc.	DATE: 03/08/2004	TOWN OF BAY HARBOR ISLANDS	DESIGN ENGINEER: Thomas W. Farhan	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) PILE BENT DETAILS	SHEET NUMBER: B-17
	DESIGNED BY: TMB	301 CHANDLER BLVD., WEST PALM BEACH, FL 33411	PROJECT NO.: BC-113	DADE COUNTY FLORIDA	CLIENT REPRESENTATIVE: #49143		
	CHECKED BY: TMB	OFFICE NO. 200			SEAL		
	DATE: 03/08/2004						

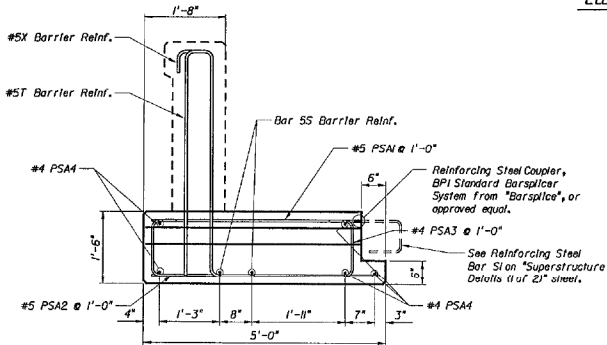




PLAN - SLAB UNIT "A"

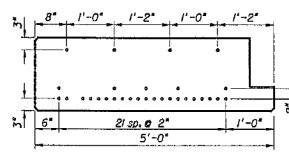


ELEVATION - SLAB UNIT "A"



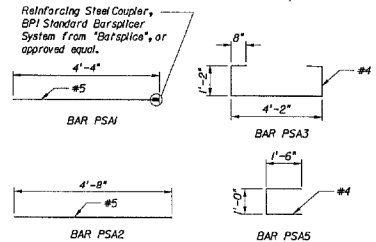
SECTION - SLAB UNIT "A"

NOTE: Prestress Strands not shown



PRESTRESS STRAND PATTERN

Strand Description: Use 0.60" Diameter, Grade 270, Low Relaxation Strands stressed at 43.94 kips each, Area per strand equals 0.27 sq. in. (Total 30 Strands)

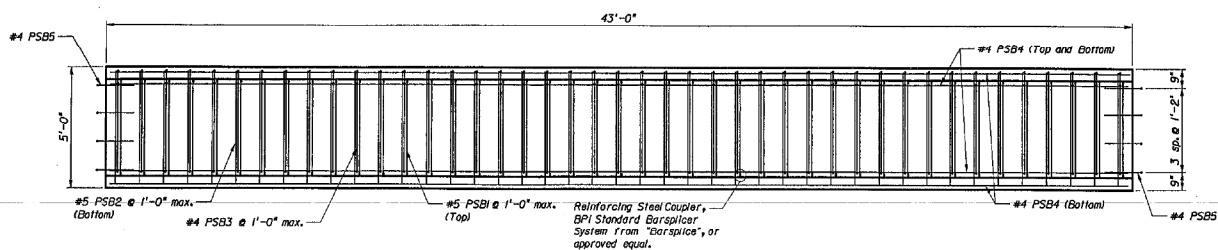


REINFORCING STEEL BENDING DIAGRAM

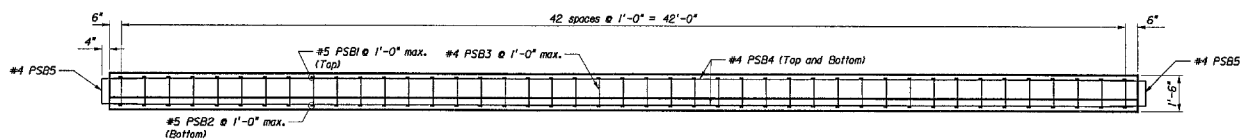
03/13/2003 09:45:32 PM C:\046053040\BAYHARBOR\BAYHARBOR\STRUCT\BAYHARBOR.DWG

SCALE N.A.		 Kimley-Horn and Associates, Inc. CORPORATE OFFICE 4401 LAKESHORE DRIVE, WEST PALM BEACH, FL 33407 TEL: 561-840-0800 FAX: 561-840-0801	DATE 03/13/2003	 TOWN OF BAY HARBOR ISLANDS	SECTION 100-1000 THURGOOD M. FARRAR	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) PRESTRESSED TYPE A SLAB UNITS	SHEET NUMBER B-19
DESIGNED BY TWE	DRAWN BY TWE		PROJECT NO. BC-112		FLORIDA REGISTRATION NUMBER 49142		
CHECKED BY TWE	DATE BY		DATE COUNTY FLORIDA		SEAL		
REVISIONS							

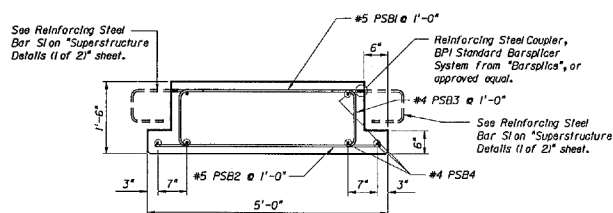
03/13/2003



PLAN - SLAB UNIT "B"

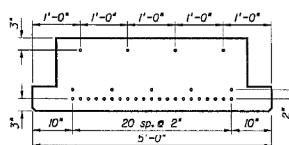


ELEVATION - SLAB UNIT "B"



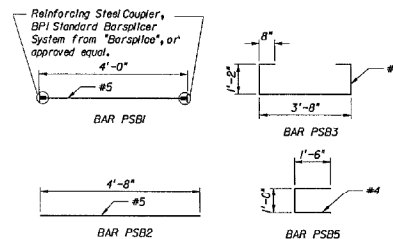
SECTION - SLAB UNIT "B"

NOTE: Prestress Strands not shown



PRESTRESS STRAND PATTERN

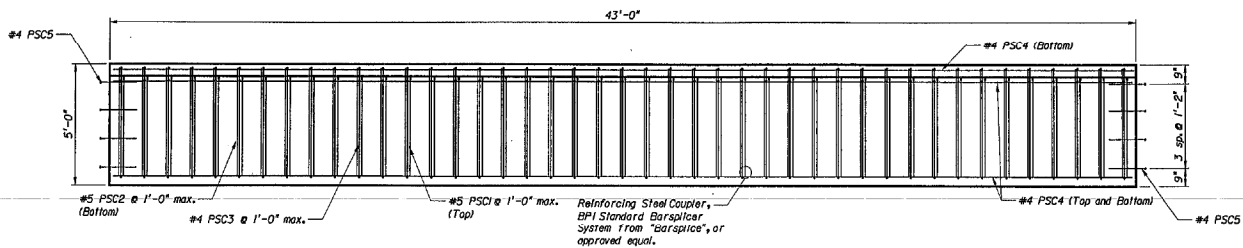
Strand Description: Use 0.60" Diameter, Grade 270.
Low Relaxation Strands stressed at 43.94 kips each,
Area per strand equals 0.217 sq. in. (Total 30 Strands)



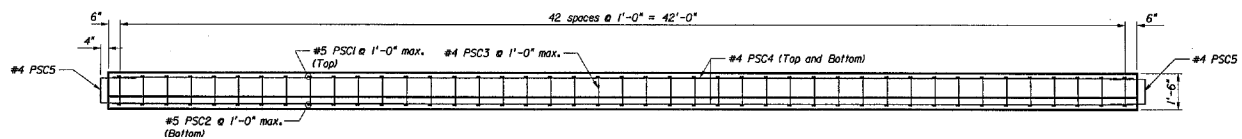
REINFORCING STEEL BENDING DIAGRAM

DESIGNED BY TMD		DATE 03/13/2003		 TOWN OF BAY HARBOR ISLANDS		DESIGN ENGINEER THOMAS W. FARRIN		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION)		SHEET NUMBER B-20	
DRAWN BY TMD		PROJECT NO. DC-113		DADE COUNTY		PLANTATION IDENTIFICATION NUMBER #49142		PRESTRESSED TYPE B SLAB UNITS			
CHECKED BY TMD		ALL DIMENSIONS SHOWN, UNLESS OTHERWISE NOTED.				YEAR 2003					

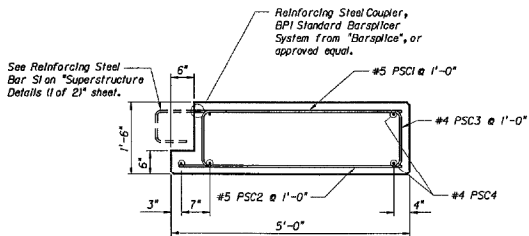
03/13/2003 08:46:07 PM C:\04\05\040 HELPER.BRI\05\12\446\STRUCT\UPSLAB.DGN



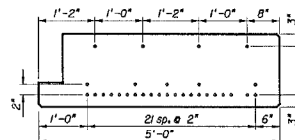
PLAN - SLAB UNIT "C"



ELEVATION - SLAB UNIT "C"

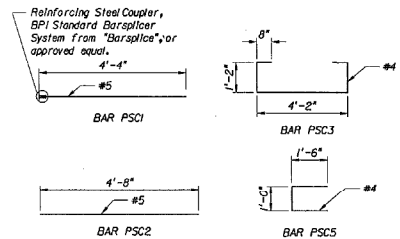


SECTION - SLAB UNIT "C"
NOTE: Prestress Strands not shown



PRESTRESS STRAND PATTERN

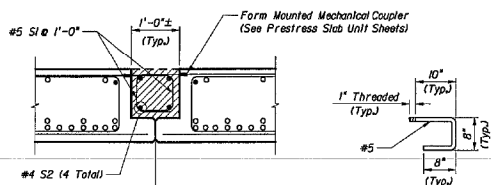
Strand Description: Use 0.60" Diameter, Grade 270.
Low Relaxation Strands stressed at 43.94 kips each.
Area per strand equals 0.27 sq. in. (Total 30 Strands)



REINFORCING STEEL BENDING DIAGRAM

Handwritten signature
3-9-4

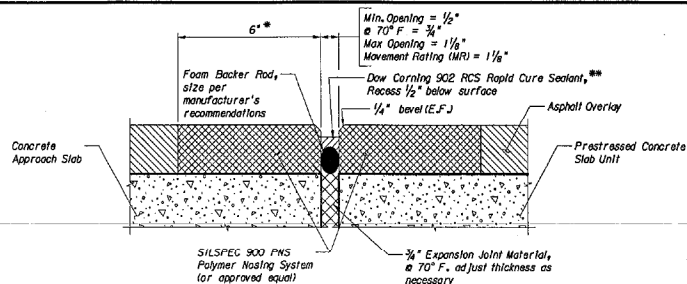
03/13/2003				SCALE N.A.		 Kinley-Horn and Associates, Inc.		DATE 03/13/2003		 TOWN OF BAY HARBOR ISLANDS		DESIGNED BY Thomas W. Fajen		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION)		SHEET NUMBER B-21	
				DESIGNED BY T.M.B.				PROJECT NO. 03-112		FLORIDA REGISTRATION NUMBER 49143		PRESTRESSED TYPE C SLAB UNITS					
APPROVED DATE BY				CHECKED BY T.M.B.		6421 EMERALDSHORE DRIVE, WEST PALM BEACH, FL 33417 TEL: 561-836-1100 FAX: 561-836-1101		MADE COUNTY FLORIDA		SEAL							



SECTION BAR SL BENDING DIAGRAM

PRECAST PRESTRESSED SLAB CLOSURE POUR DETAILS

- Notes:
 1) For Closure Pours, use Class 'X' Concrete, $f'_c = 5500$ psi
 2) Reinforcing Bar "SI" shall be installed prior to placing adjacent slab units.

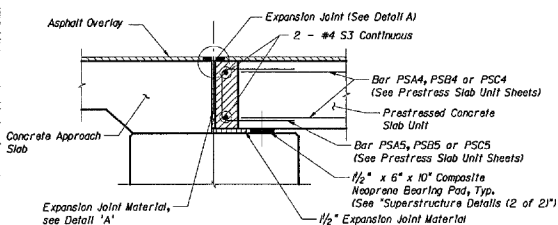


DETAIL A

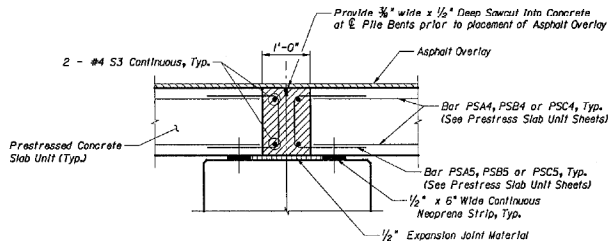
NOTES FOR EXPANSION JOINTS

- * Sawcut asphalt overlay full depth a minimum 6" back from the joint face. Minimum width of noosing shall be 6". If the asphalt overlay exceeds 3" in depth, the installer shall use a 2 to 1 width to depth ratio.

- ** Silicone sealant shall be a self-leveling, cold-applied, rapid-cure, two-part, easy-to-install, ultra-low-modulus, 100 percent silicone rubber sealant designed to seal expansion joints that experience both thermal and/or vertical movements due to traffic loading.



END BENT DETAIL



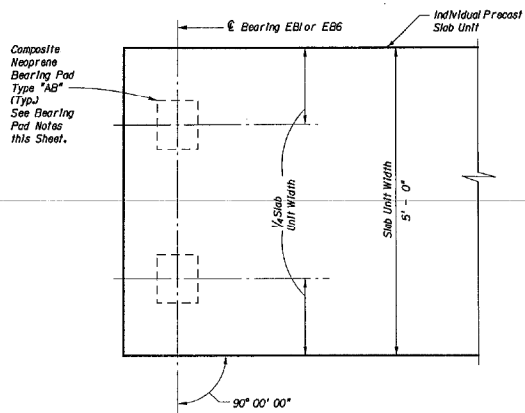
PILE BENT DETAIL

Handwritten signature and number 394

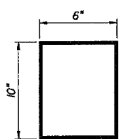
03/05/2003 04:03:48 AM G:\044005\044005\BROAD CAUSEWAY WEST RELIEF BRIDGE\STRUCT\ST01.DGN

03/05/2003 04:03:48 AM G:\044005\044005\BROAD CAUSEWAY WEST RELIEF BRIDGE\STRUCT\ST01.DGN	DRAWN BY: TME CHECKED BY: TME DATE: 03/05/2003	KIMLEY-HORN AND ASSOCIATES, INC. 4122 CANTERBURY DRIVE, WEST PALM BEACH, FL 33411 (561) 835-1100	DATE: 03/05/2003 PROJECT NO.: 04-112 BAY COUNTY		TOWN OF BAY HARBOR ISLANDS FLORIDA	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) SUPERSTRUCTURE DETAILS (1 OF 2)	SHEET NUMBER B-22
---	--	---	---	--	--	--	----------------------

0.01.18 AM G:\044053040 HELPER BRIDGE\1234567\STRUCT\STD12.DGN

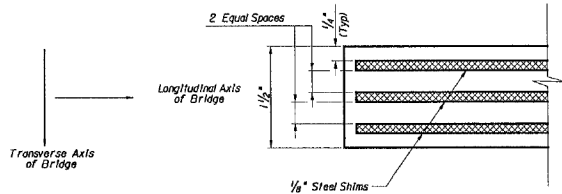


PART PLAN



PLAN

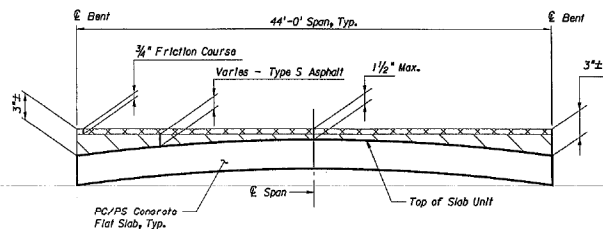
Composite Pad "AB" (No. Req'd = 64)



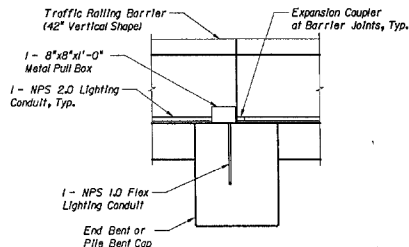
TYPICAL SECTION

BEARING PAD NOTES:

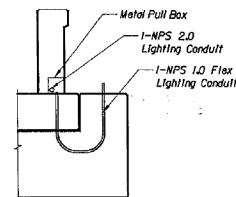
1. Neoprene in all Bearing Pads shall have a Grade 50 durometer hardness.
2. Steel Plates in composite pads shall conform to AASHTO Specifications M-251.
3. Composite Pad "AB" shall be used for Prestressed Slab Units "A", "B", & "C".



ASPHALT OVERBUILD
(Typ. All Spans)



ELEVATION



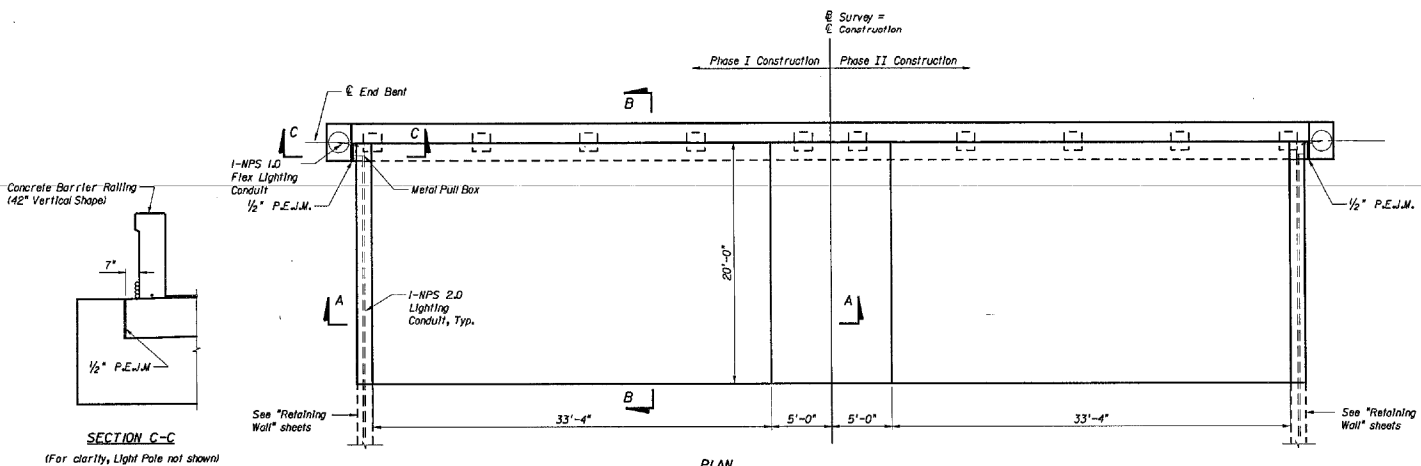
SECTION

LIGHTING DETAILS

Handwritten signature: R. J. ...

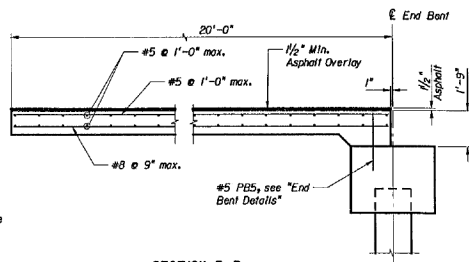
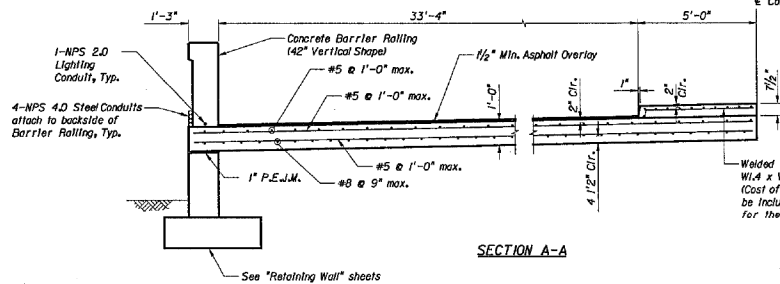
DATE: 03/28/2003 PROJECT NO: 90-112 DATE COUNTY: FLORIDA	SCALE: N.A. DESIGNED BY: TMB CHECKED BY: TMB	Kirley-Horn and Associates, Inc. 4001 COMMERCIAL BLVD., WEST PALM BEACH, FL 33407 PHONE NO. 561-838-1111	DATE: 03/28/2003 PROJECT NO: 90-112 DATE COUNTY: FLORIDA		TOWN OF BAY HARBOR ISLANDS	DESIGN ENGINEER: Thomas M. Farnham FLORIDA REGISTRATION NUMBER: 469143	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) SUPERSTRUCTURE DETAILS (2 OF 2)	SHEET NUMBER: B-23
---	---	---	---	--	-----------------------------------	--	--	---------------------------

03/28/2003 10:13:30 AM G:\040501000\BELLER BRIDGE\122456\STRUCT\MS.DGN



SECTION C-C

(For clarity, Light Pole not shown)



Notes

Quantity of Reinforcement for Approach Slabs is approximately 56 lbs/sq

REVISIONS No. Description Date By		SCALE N.A. DESIGNED BY TMB DRAWN BY TMB CHECKED BY TMB	DATE 03/28/2003 PROJECT NO. BC-113 Dade County	 TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGN ENGINEER Thomas W. Farnham FLORIDA REGISTRATION NUMBER #49143 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) APPROACH SLABS	SHEET NUMBER B-24
---	--	--	--	---	---	--	----------------------

03/06/2003 04:01:58 AM G:\044553040-HELPER BRIDGE\1234567\STRUCTURE\REBAR.DGN

MARK	LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	O		
SIZES	FT	IN	BARS	BAR	AG	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION SUPERSTRUCTURE PHASE 1 & 2 NO. REQUIRED = 1																
5	S1	2-3	6020	11		0-8	0-11	0-8								
4	S2	43-8	280	1		43-8										
4	S3	39-8	40	1		39-8										

MARK		LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	O		
SIZES		FT	IN	BARS	BAR	AG	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION SUBSTRUCTURE PHASE 1 & 2 - END BENTS NO. REQUIRED = 1																	
5	EB1	7-9	20	5			2-0 1/2		2-10	0-5	0-5						
5	EB2	10-9	152	4 1/4			2-0 1/2		2-10								
4	EB3	41-5	8	1			41-4 1/2										
4	EB4	6-4	32	1			6-4										
5	EB5	2-6	160	1			2-5 1/2										
4	EB6	10-2	16	11					3-8	3-8							
4	EB7	2-10	20	1			2-10										
8	EB8	41-4	32	1			41-4										

MARK		LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	O	
SIZES	FT	IN	BARS	BAR	AG	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION SUBSTRUCTURE PHASE 1 & 2 - PILE BENTS NO. REQUIRED = 1																
5	PB1	7-9	40	5		2-0 1/2	2-10	0-5	0-5							
5	PB2	10-9	304	4 1/4		2-0 1/2	2-10									
4	PB3	41-5	16	1		41-4 1/2										
4	PB4	6-4	64	1		6-4										
5	PB5	2-6	640	1		2-5 1/2										
4	PB6	10-2	32	11		2-10	3-8	3-8								
4	PB7	2-10	40	1		2-10										
8	PB8	41-4	64	1		41-4										

Notes:

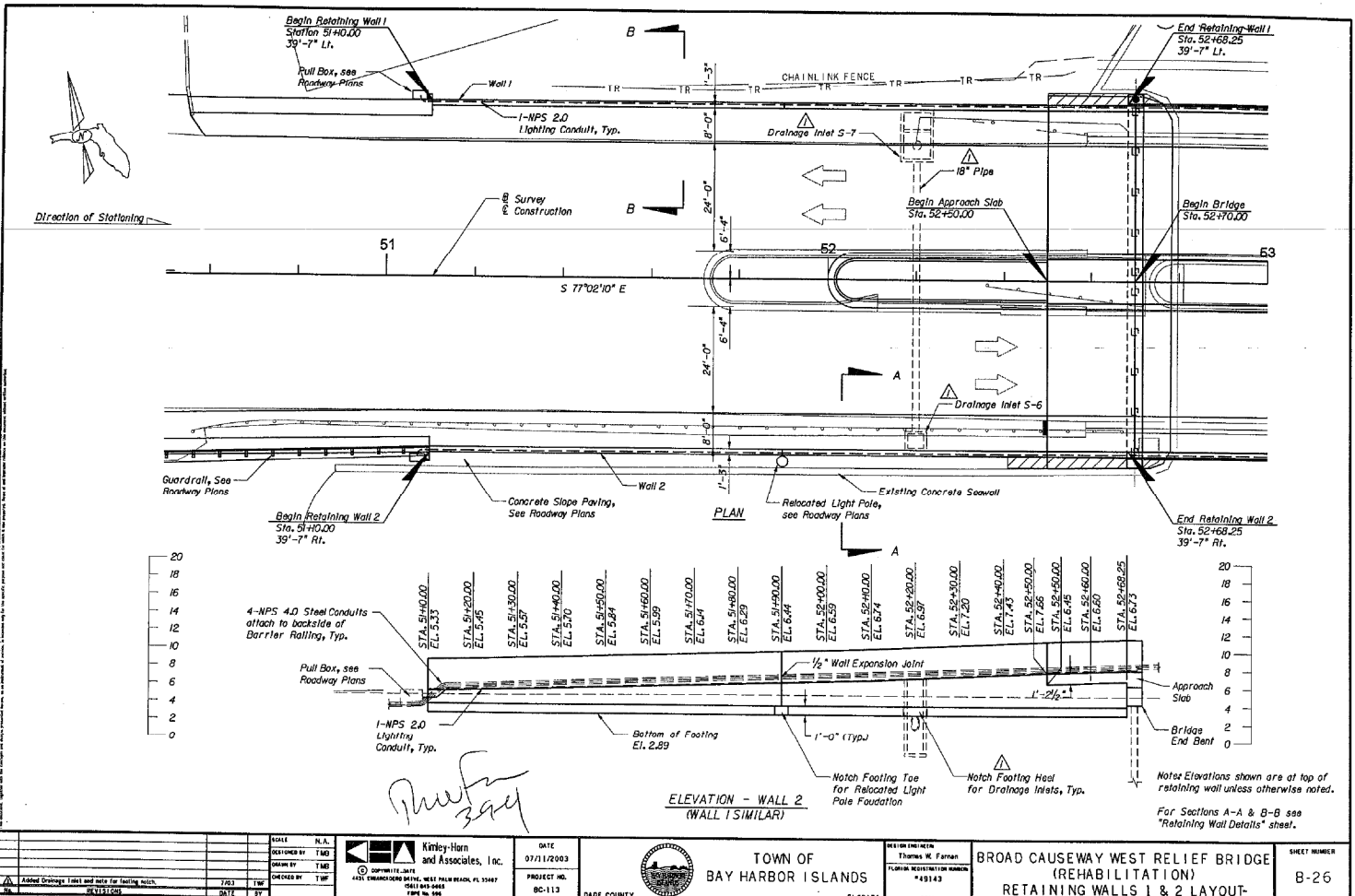
Quantity of Reinforcement for Approach Slabs approximated at 56 lbs/sy

Handwritten signature

DATE 03/06/2003 TIME 04:01:58 AM USER G:\044553040-HELPER BRIDGE\1234567\STRUCTURE\REBAR.DGN	TITLE N.A. DESIGNED BY TAD CHECKED BY TAD DRAWN BY TAD DATE BY DATE BY	 Kentley-Horn and Associates, Inc. 4321 CROOKSTON DRIVE, WEST PALM BEACH, FL 33411 (561) 845-0465 FAX: (561) 845-0466	DATE 03/06/2003 PROJECT NO. BC-113 SCALE COUNTY FLORIDA	 TOWN OF BAY HARBOR ISLANDS FLORIDA	DESIGN ENGINEER Thomas W. Farner FLORIDA REGISTRATION NUMBER 449143 SEAL	BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) REINFORCING BAR LIST	SHEET NUMBER B-25
---	---	--	--	--	--	--	----------------------

07-213-51-1W C:\04\053146 HELPER BRIDGE\213-51-1W\STREET RETAIN WALL 1.DWG

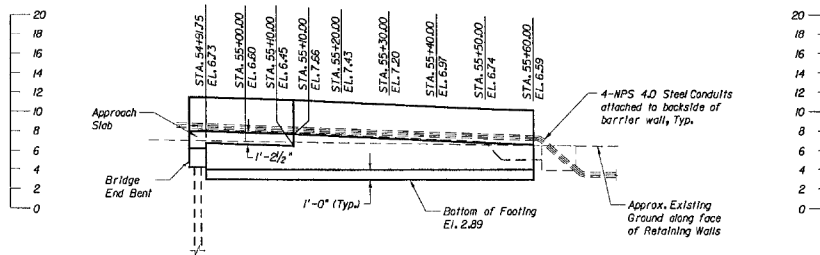
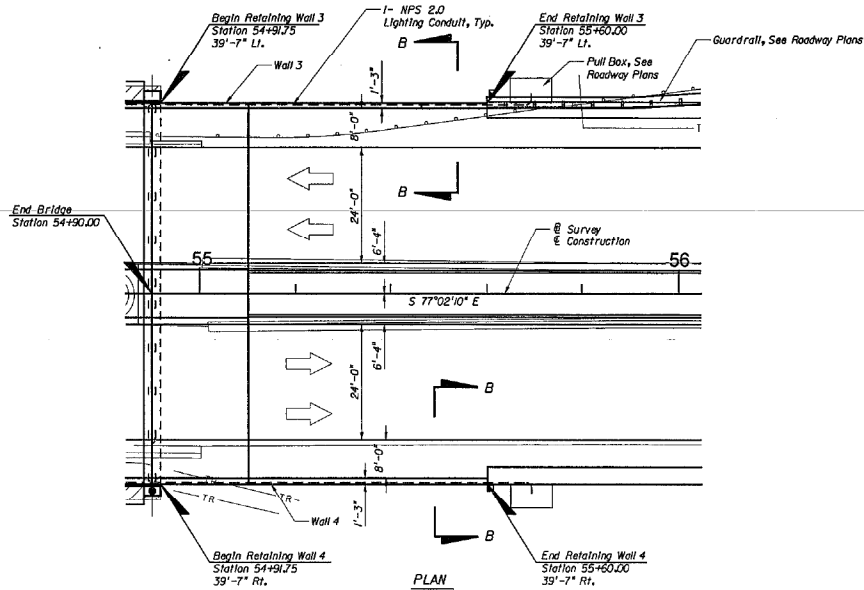
07-213-51-1W



Revised 3/94

SCALE: N.A. DESIGNED BY: TMD DRAWN BY: TMD CHECKED BY: TWP DATE: 07/11/2003		KIMLEY-HORN and Associates, Inc. 4321 UNIVERSITY DRIVE, WEST PALM BEACH, FL 33411 (561) 840-4600 FPM No. 006		PROJECT NO.: BC-113 DATE COUNTY: FLORIDA		DESIGN ENGINEER: THOMAS W. FARRAR FLORIDA REGISTRATION NUMBER: *49143 SEAL		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) RETAINING WALLS 1 & 2 LAYOUT-		SHEET NUMBER: B-26
---	--	--	--	---	--	--	--	--	--	-----------------------

07/28/2003 10:17:03 AM G:\044505000\RELIEF BRIDGE\1234567\STRUCT\RET WALL 4.DGN



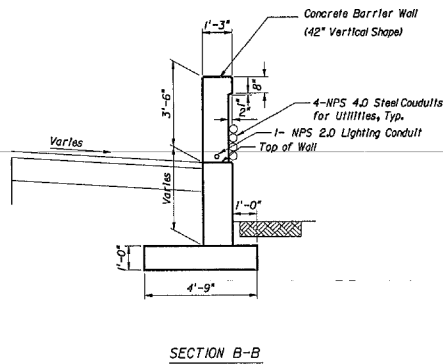
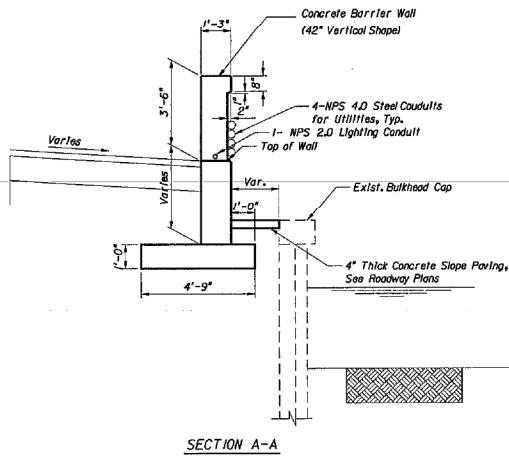
Note: Elevations shown are at top of retaining wall unless otherwise noted.

For Section B-B, see "Retaining Wall Details" sheet.

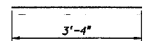
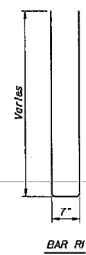
Handwritten signature: Ruffin 3/9/04

				DATE 02/28/2003			TOWN OF BAY HARBOR ISLANDS		DESIGN ENGINEER THOMAS M. FARRIN FLORIDA REGISTRATION NUMBER 49143		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) RETAINING WALLS 3 & 4 LAYOUT		SHEET NUMBER B-27	
DRAWN BY T.M.		CHECKED BY T.M.		PROJECT NO. BC-113			DATE COUNTY FLORIDA		SEAL					

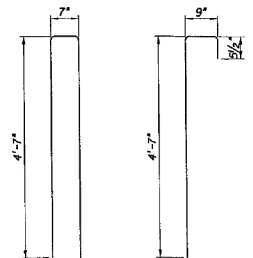
3/28/2003 10:19:14 AM G:\044053040-HELPER BRIDGE\244531\STRUCT\SETWALL.DGN



REINFORCING STEEL BENDING DIAGRAM



BAR R3

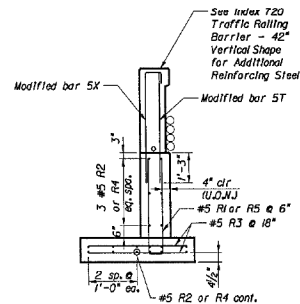


MODIFIED BAR ST

MODIFIED BAR 5X

MARK	LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	O		
SIZES	FT	IN	BAR	BAR	AG	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION RETAINING WALLS 1 & 2 NO. REQUIRED = 2																
5	R1	5-9	337	11		0-7	2-6 1/2	2-6 1/2								
5	R2	171-10	18	2		2-2	167-6								2	
5	R3	4-1	226	1		4-1										

MARK	LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	O		
SIZES	FT	IN	BAR	BAR	AG	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION RETAINING WALLS 3 & 4 NO. REQUIRED = 2																
5	R3	4-1	94	1		4-1										
5	R4	69-9	18	2		2-2	67-7								1	
5	R5	6-5	137	11		0-7	2-11	2-11								



TYPICAL WALL REINFORCED DETAIL

Thurman
3/24/03

3/28/2003 10:19:14 AM G:\044053040-HELPER BRIDGE\244531\STRUCT\SETWALL.DGN		Kintley-Horn and Associates, Inc. 4425 EMERALD DRIVE, WEST PALM BEACH, FL 33417 (561) 861-8881 TWP No. 000		DATE: 03/28/2003 PROJECT NO.: BC-113 DATE COUNTY:		TOWN OF BAY HARBOR ISLANDS		DESIGN ENGINEER: THOMAS W. FARRIN FLORIDA REGISTRATION NUMBER: #45143		BROAD CAUSEWAY WEST RELIEF BRIDGE (REHABILITATION) RETAINING WALL DETAILS		SHEET NUMBER B-28	
REVISIONS		DATE BY		DATE BY		DATE BY		DATE BY		DATE BY		DATE BY	

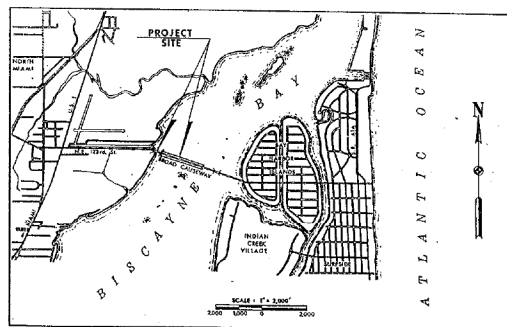
TOWN OF BAY HARBOR ISLANDS DADE COUNTY, FLORIDA

CONTRACT BC-15A

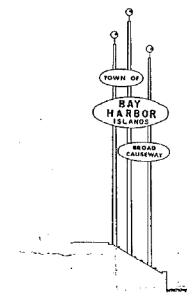
PLANS FOR SEAWALL AND BRIDGE BROAD CAUSEWAY

INDEX OF SHEETS

SHEET NO.	
1	COVER SHEET
2	GENERAL PLAN AND ELEVATION
3	CONSTRUCTION SEQUENCE
4	ABUTMENT AND PIER DETAILS
5	APPROACH SLAB AND PILE DETAILS
6	SLAB PLAN AND JOINT DETAILS
7	PRESTRESSED SLAB DETAILS
8	FISHING SCREEN DETAILS
9	SEAWALL PLAN AND ELEVATION
10	SEAWALL DETAILS
11	SEAWALL DETAILS
12	SEAWALL DETAILS
13	TEMPORARY BRIDGE APPROACH DETAILS



LOCATION MAP

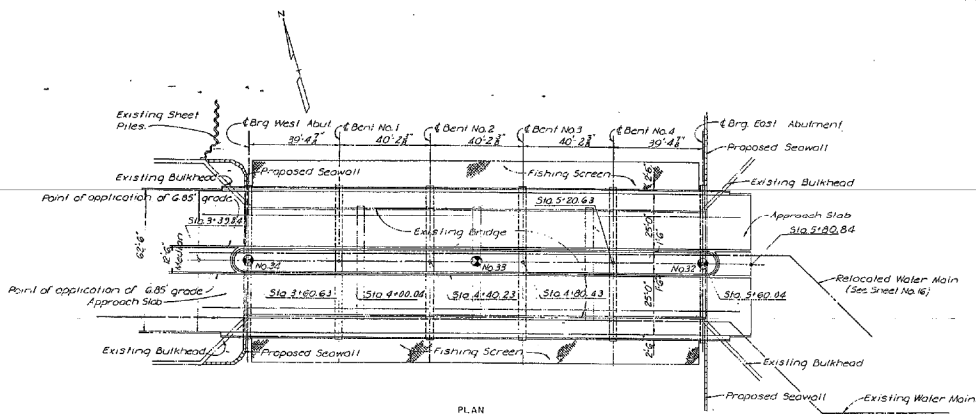


prepared and recommended by:

Howard, Needles, Tammen & Bergendoff
consulting engineers
Kansas City Miami New York

Approved: *George F. Smith* Date 6-7-68
By *Edmund H. H. H.* Date 6-3-69
TOWN ENGINEER - Town of Bay Harbor Islands

ISSUED
JULY 1968
HOWARD, NEEDLES, TAMMEN & BERGENDOFF
Consulting Engineers

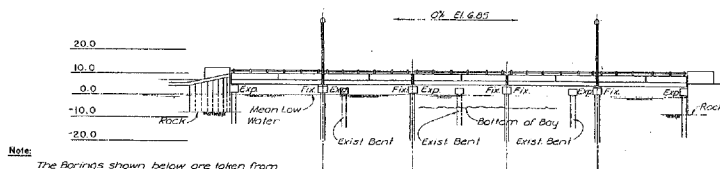


ESTIMATED BRIDGE QUANTITIES						
DESCRIPTION	UNIT	BENTS	ABUTTS.	SUPSTR.	GENERAL	TOTALS
Maintenance of Traffic	L.S.	-	-	-	1	1
Removal of Existing Structure	L.S.	-	-	-	1	1
Concrete Approach Slabs	Ea	-	-	-	4	4
Bituminous Material, Tack Coat	Gal.	-	-	-	134	134
Bituminous Material, Plant Mix	Gal.	-	-	-	2,680	2,680
Sub 1 Asphaltic Concrete	Yds.	-	-	-	16.33	16.33
Class 2 Concrete	Cu Yds	78.4	20.7	10.7	-	210.0
Reinforcing Steel	Lbs.	8,950	2,000	15,926	-	24,982
Prestressed Slab Units (48"x8')	Lin. Ft.	-	-	2,764	-	2,764
Prestressed Conc. Piling (18") Furnished	Lin. Ft.	2,200	301	-	-	2,501
Unloaded Test Piles (48")	Lin. Ft.	-	100	-	-	100
Prestressed Conc. Piling (18") Driven	Lin. Ft.	2,200	301	-	-	2,501
Aluminum Handrail	Lin. Ft.	-	-	604	-	604
Aluminum Fishing Screen	L.S.	-	-	1	-	1
Preformed Pile Holes	60	44	6	-	-	50
Relocate 4" Water Main	L.S.	-	-	-	1	1

* Length of Piling required to be determined from results of driving Test Piles. Quantity shown is approx. only.

GENERAL NOTES

- Construction: ES&N Standard Specifications for Road and Bridge Construction, dated 1966, and Supplements thereto.
- Design Specifications: A.A.S.H.O. Specifications for Highway Bridges, dated 1965 and approved revisions thereto.
- Design Live Loading: HS20-44 Modified for Military Loading as required.
- Test Piles: One Test Pile 35' long shall be driven in the location of a permanent Vertical Pile of each abutment.
- Design Loading: 18" Square Prestressed Piles at 45 Tons each for Piles.
- Reinforcing Steel: Bar sizes are indicated on the plans by the mark no. The first digit of three digit marks, indicates the bar size. Example: 401 indicates a No. 4 bar. All bar bends in accordance with A.A.S.H.O. Manual for Detailing Reinforced Concrete Highway Bridges.
- Concrete Surface: All exposed surfaces of bents and abutments shall be given Class 1 Surface Finish. All surfaces of Superstructure as seen in elevation, including prestressed slabs, shall be given Class 1 Surface Finish.
- Bench Mark: D.W.C. B.M. #1-B at Elev. 1130. Brass disc located at west end of south softly walk on existing structure.

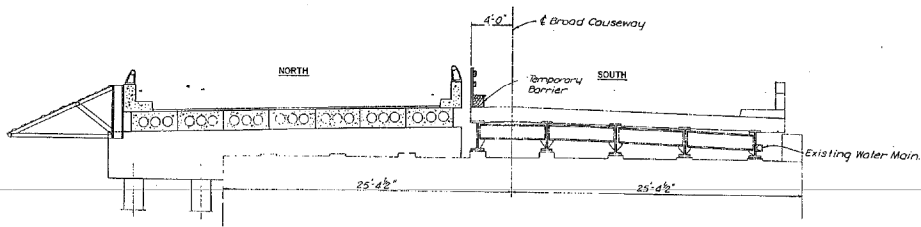


Note: The Borings shown below are taken from the plans of the Existing Bridge dated June 1960.

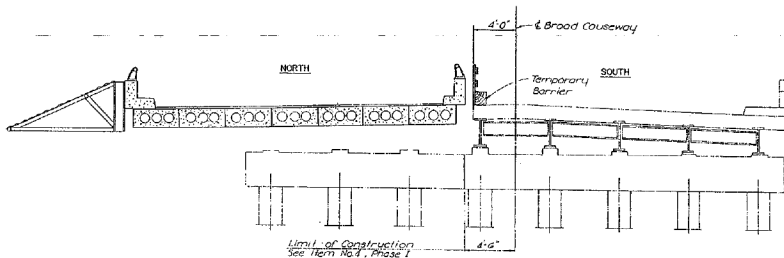
No.34	No.33	No.32
6.00 15' Soft Gray Sand, Shell & Marl	6.41 20' Soft Gray Sand, Shell & Marl	4.25 Soft Gray Sand, Shell & Marl
7.50 Porous White Sandy Limestone	8.41 21.75' Porous Gray Sandy Limestone	9.00 19.5' Very Porous White Sand
12.00 P.B.	9.41 P.B.	10.00 P.B.
15.50 P.B.	12.50 P.B.	14.25 P.B.
22.00 P.B.	18.50 P.B.	17.75 P.B.
27.00 P.B.	24.50 P.B.	22.09 P.B.
31.50 60' Gray Sand with Pieces of Gray Sandstone	29.16 P.B.	27.50 18" Med. Coarse Gray Sand, Pieces of Sandstone
37.50 60' Coarse Gray Sand	33.16	29.34 9.66' Fine Gray Sand, Pieces of Gray Sandstone
48.50 2.0' Coarse Gray Sand Pieces of Sandstone	37.42 10' Thin dense layers of Sandy Limestone	34.34
49.50 5.0' Hard Dense White to Gray Sandy Limestone	38.42 3.0' Gray Sand Soft Rock Core	39.00 5.0' Gray Coquina Rock and Sand
	41.42 6.08' Fine Gray Sand/Small Pieces of Sandstone	44.00 3.05' Fine Gray Sand
	47.50 60' Very Hard dense to porous Sandy Limestone. Fine Gray Sand in pores.	47.09 6.91' Very Hard Dense to Porous Gray Sandy Limestone
	53.50 P.B.	54.00 P.B.

BORING LOG

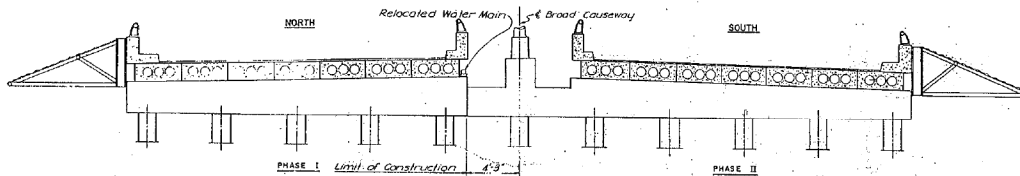
HOWARD, NEEDLES, TAMMEN & BERENSON CONSULTING ENGINEERS KANSAS CITY, MISSOURI			
TOWN OF BAY HARBOR ISLANDS			
BROAD CAUSEWAY-WEST BRIDGE GENERAL PLAN & ELEVATION			
DATE	DESCRIPTION	DATE	DESCRIPTION
10/1/60	DESIGNED BY	10/1/60	CHECKED BY
	DR. J. R. C.		J. R. C.
	DESIGNED BY		CHECKED BY
	J. R. C.		J. R. C.
	DESIGNED BY		CHECKED BY
	J. R. C.		J. R. C.
	DESIGNED BY		CHECKED BY
	J. R. C.		J. R. C.



SECTION AT EXISTING ABUTMENT
PHASE I COMPLETED



SECTION AT EXISTING BENT
PHASE I COMPLETED



SECTION AT NEW BENT
PHASE I & II COMPLETED

CONSTRUCTION SEQUENCE:

Phase I

1. Erect temporary traffic barrier
2. Remove existing superstructure within limit shown.
3. Remove existing abutment and wing wall within limit shown.
4. Remove existing bents and piling within limit shown.

5. Install new piling and Seawall as required for bridge construction.
6. Complete the north structure, and open to two way traffic.

Phase II

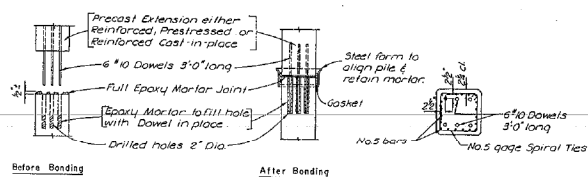
1. Repeat sequence outlined above for items 2 thru 5 on opposite half of project.
2. Complete the south structure and re-route traffic to one way on each structure.

Note:

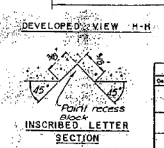
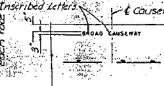
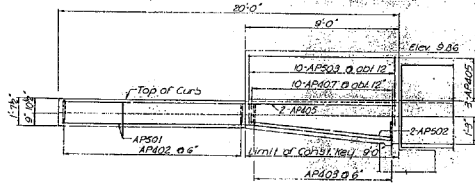
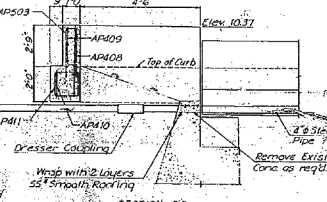
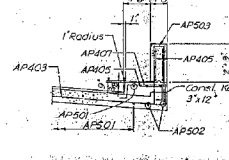
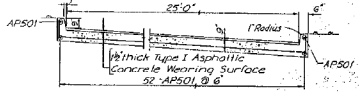
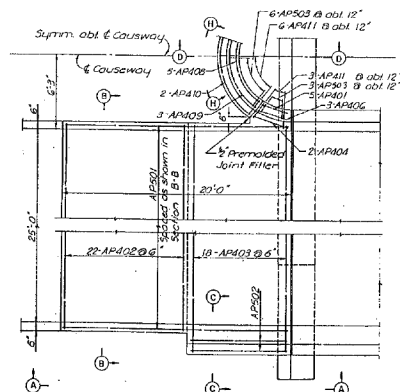
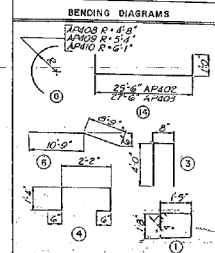
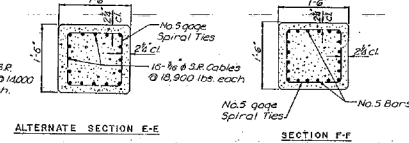
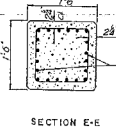
Portions of existing structure not to be incorporated in the final structure shall be removed as required to facilitate new construction.

HOWARD, NEEDLES, TAMMEN & BERGENSOFF CONSULTING ENGINEERS SUNSHINE, FLORIDA			
TOWN OF BAY HARBOR ISLANDS BROAD CAUSEWAY-WEST BRIDGE CONSTRUCTION SEQUENCE			
REVISIONS	DATE	BY	DATE
1	10/1/88	W.C.C.	10/1/88
2	10/1/88	W.C.C.	10/1/88
3	10/1/88	W.C.C.	10/1/88
4	10/1/88	W.C.C.	10/1/88
5	10/1/88	W.C.C.	10/1/88
6	10/1/88	W.C.C.	10/1/88
7	10/1/88	W.C.C.	10/1/88
8	10/1/88	W.C.C.	10/1/88
9	10/1/88	W.C.C.	10/1/88
10	10/1/88	W.C.C.	10/1/88
11	10/1/88	W.C.C.	10/1/88
12	10/1/88	W.C.C.	10/1/88
13	10/1/88	W.C.C.	10/1/88
14	10/1/88	W.C.C.	10/1/88
15	10/1/88	W.C.C.	10/1/88
16	10/1/88	W.C.C.	10/1/88
17	10/1/88	W.C.C.	10/1/88
18	10/1/88	W.C.C.	10/1/88
19	10/1/88	W.C.C.	10/1/88
20	10/1/88	W.C.C.	10/1/88
21	10/1/88	W.C.C.	10/1/88
22	10/1/88	W.C.C.	10/1/88
23	10/1/88	W.C.C.	10/1/88
24	10/1/88	W.C.C.	10/1/88
25	10/1/88	W.C.C.	10/1/88
26	10/1/88	W.C.C.	10/1/88
27	10/1/88	W.C.C.	10/1/88
28	10/1/88	W.C.C.	10/1/88
29	10/1/88	W.C.C.	10/1/88
30	10/1/88	W.C.C.	10/1/88
31	10/1/88	W.C.C.	10/1/88
32	10/1/88	W.C.C.	10/1/88
33	10/1/88	W.C.C.	10/1/88
34	10/1/88	W.C.C.	10/1/88
35	10/1/88	W.C.C.	10/1/88
36	10/1/88	W.C.C.	10/1/88
37	10/1/88	W.C.C.	10/1/88
38	10/1/88	W.C.C.	10/1/88
39	10/1/88	W.C.C.	10/1/88
40	10/1/88	W.C.C.	10/1/88
41	10/1/88	W.C.C.	10/1/88
42	10/1/88	W.C.C.	10/1/88
43	10/1/88	W.C.C.	10/1/88
44	10/1/88	W.C.C.	10/1/88
45	10/1/88	W.C.C.	10/1/88
46	10/1/88	W.C.C.	10/1/88
47	10/1/88	W.C.C.	10/1/88
48	10/1/88	W.C.C.	10/1/88
49	10/1/88	W.C.C.	10/1/88
50	10/1/88	W.C.C.	10/1/88
51	10/1/88	W.C.C.	10/1/88
52	10/1/88	W.C.C.	10/1/88
53	10/1/88	W.C.C.	10/1/88
54	10/1/88	W.C.C.	10/1/88
55	10/1/88	W.C.C.	10/1/88
56	10/1/88	W.C.C.	10/1/88
57	10/1/88	W.C.C.	10/1/88
58	10/1/88	W.C.C.	10/1/88
59	10/1/88	W.C.C.	10/1/88
60	10/1/88	W.C.C.	10/1/88
61	10/1/88	W.C.C.	10/1/88
62	10/1/88	W.C.C.	10/1/88
63	10/1/88	W.C.C.	10/1/88
64	10/1/88	W.C.C.	10/1/88
65	10/1/88	W.C.C.	10/1/88
66	10/1/88	W.C.C.	10/1/88
67	10/1/88	W.C.C.	10/1/88
68	10/1/88	W.C.C.	10/1/88
69	10/1/88	W.C.C.	10/1/88
70	10/1/88	W.C.C.	10/1/88
71	10/1/88	W.C.C.	10/1/88
72	10/1/88	W.C.C.	10/1/88
73	10/1/88	W.C.C.	10/1/88
74	10/1/88	W.C.C.	10/1/88
75	10/1/88	W.C.C.	10/1/88
76	10/1/88	W.C.C.	10/1/88
77	10/1/88	W.C.C.	10/1/88
78	10/1/88	W.C.C.	10/1/88
79	10/1/88	W.C.C.	10/1/88
80	10/1/88	W.C.C.	10/1/88
81	10/1/88	W.C.C.	10/1/88
82	10/1/88	W.C.C.	10/1/88
83	10/1/88	W.C.C.	10/1/88
84	10/1/88	W.C.C.	10/1/88
85	10/1/88	W.C.C.	10/1/88
86	10/1/88	W.C.C.	10/1/88
87	10/1/88	W.C.C.	10/1/88
88	10/1/88	W.C.C.	10/1/88
89	10/1/88	W.C.C.	10/1/88
90	10/1/88	W.C.C.	10/1/88
91	10/1/88	W.C.C.	10/1/88
92	10/1/88	W.C.C.	10/1/88
93	10/1/88	W.C.C.	10/1/88
94	10/1/88	W.C.C.	10/1/88
95	10/1/88	W.C.C.	10/1/88
96	10/1/88	W.C.C.	10/1/88
97	10/1/88	W.C.C.	10/1/88
98	10/1/88	W.C.C.	10/1/88
99	10/1/88	W.C.C.	10/1/88
100	10/1/88	W.C.C.	10/1/88

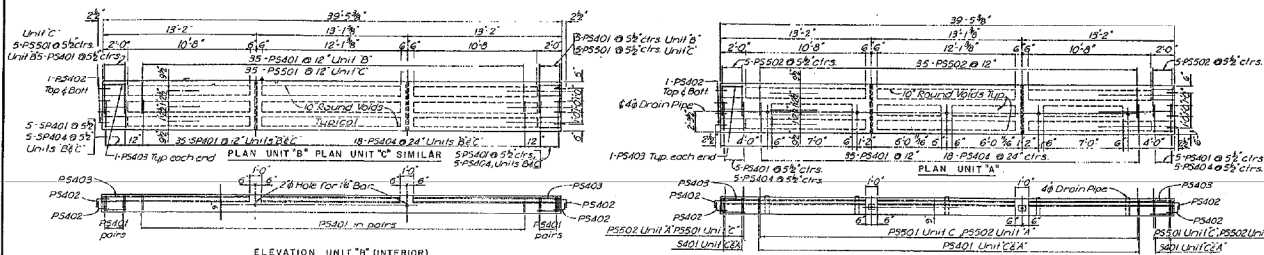
REVISED		COUNTY	STATE	
Date	Description	DATE	FLORIDA	
		Index	Index	Date
	Changed to	015	9-199	Recommended for Approval 01/01/88
	Changed by	J.R.C.	P.C.P.	
	Reviewed by			Date
	Thru			Approved Date of last change made
				Overlaid by
				Index by



REINFORCING BAR SCHEDULE			
MARK	NUMBER	TYPE	LENGTH
AP401	20	5/8"	2'-4"
AP408	89	1/4"	2'-7 3/4"
AP403	72	1/4"	2'-9 1/2"
AP405	8	5/8"	5'-2"
AP406	3	3/4"	2'-0"
AP406	12	3/8"	2'-0"
AP407	40	4"	5'-0"
AP408	10	8"	9'-0"
AP409	9	8"	10'-4"
AP410	4	8"	17'-10"
AP411	36	1"	6'-10"
AP401	2/G	6"	15'-2"
AP402	2	5"	9'-8"
AP403	7/4	3"	9'-8"

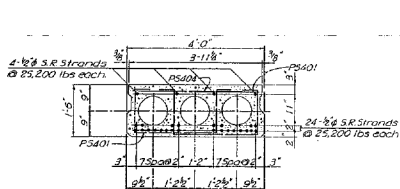


HOWARD, NEEDLES, TAMMEN & BERGENCOFF CONSULTING ENGINEERS			
KANSAS CITY, MO		NEW YORK	
TOWN OF BAY HARBOR ISLANDS.			
BROAD CAUSEWAY-WEST BRIDGE APPROACH SLAB & PILE DETAILS			
COUNTY	STATE		
BAY	FLORIDA		
Drawn by	Revised	Date	
Checked by	Checked	Recommends for Approval	
Quantity by	Quantity	Date	
Checked by	Checked	Approved	
		Approved	
		Date	

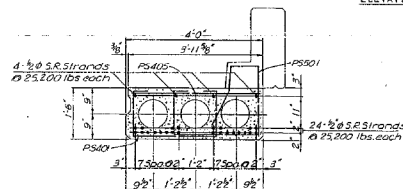


ELEVATION UNIT "B" (INTERIOR)

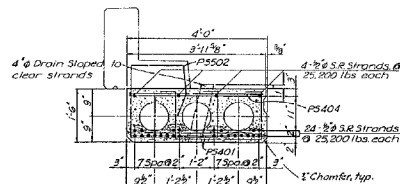
ELEVATION UNIT "A" (CURB) ELEVATION UNIT "C" SIMILAR



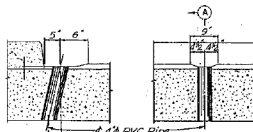
SECTION THRU UNIT "B" (INTERIOR)



SECTION THRU UNIT "C" (CURB)

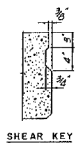


SECTION THRU UNIT "A" (CURB)



SECTION A-A

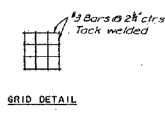
SECTION THRU DRAIN



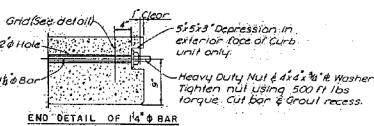
SHEAR KEY



ALTERNATE SHEAR KEY



GRID DETAIL



END DETAIL OF 1/4" BAR

NOTES:

1. Bars: All Prestressed Units shall be cast on concrete floor slabs.

2. Finish: Tops of Prestressed Units to be rough troweled. At approximately time of initial set, entire top of Prestressed Units shall be scrubbed transversely with coarse wire brush to remove laitance and to produce a rough surface.

3. Concrete: Concrete for Prestressed Units shall be Florida Class P.

4. Cylinder Strength: at transfer of tensioning load the cylinder strength of concrete shall be 4000 psi.

5. Side Forming: Wood forms may be used for sides of Prestressed Units.

6. Strand Extension: All Strands shall extend 2' beyond ends of Prestressed Units.

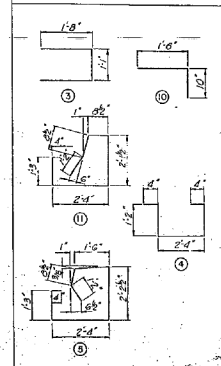
7. Handling: In the handling of Prestressed Units they must be maintained in an upright position at all times and must be picked up at ends to prevent damage.

8. Live Load: HS20-44

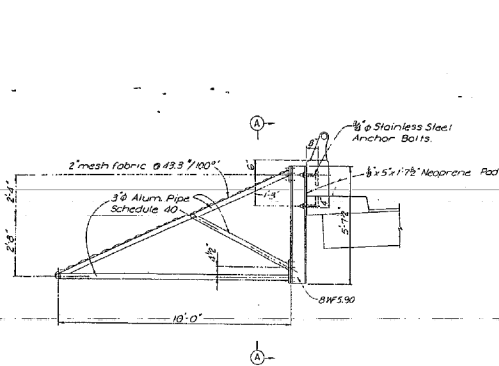
9. Shop Drawings: The Contractor shall submit shop drawings showing complete details of Slab Units including reinforcing steel to the Engineer for approval.

REINFORCING SCHEDULE					
MARK	NUMBER			LENGTH	TYPE
	A	B	C		
PS401	45	30	45	5'-4"	4
PS402	16	16	16	2'-4"	10
PS403	10	10	10	4'-5"	3
PS404	18	18	18	3'-8"	51
PS501			45	8'-8"	11
PS502			45	8'-8"	5

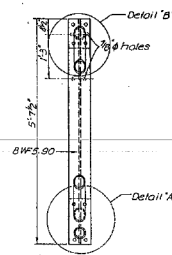
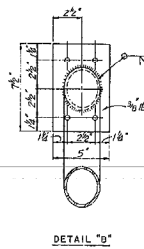
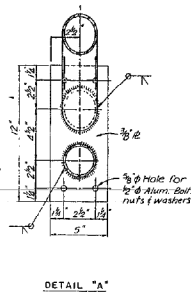
BAR BENDING DIAGRAMS



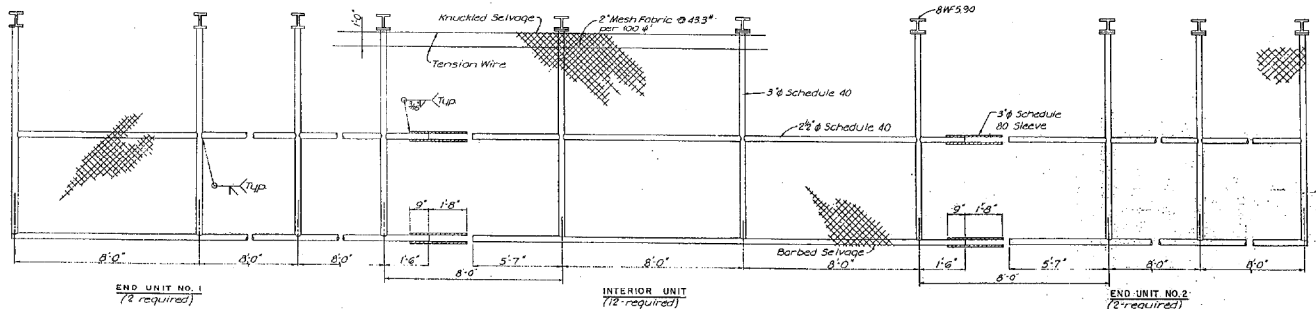
HOWARD, NEEDLES, TAMMEN & BERENSON CONSULTING ENGINEERS NEW YORK			
TOWN OF BAY HARBOR ISLANDS			
BROAD CAUSEWAY-WEST BRIDGE PRESTRESSED SLAB DETAILS			
REVISIONS	DATE	BY	CHK
1	10/1/77	W.R.C.	W.R.C.
2	10/1/77	W.R.C.	W.R.C.
3	10/1/77	W.R.C.	W.R.C.
4	10/1/77	W.R.C.	W.R.C.
5	10/1/77	W.R.C.	W.R.C.
6	10/1/77	W.R.C.	W.R.C.
7	10/1/77	W.R.C.	W.R.C.
8	10/1/77	W.R.C.	W.R.C.
9	10/1/77	W.R.C.	W.R.C.
10	10/1/77	W.R.C.	W.R.C.
11	10/1/77	W.R.C.	W.R.C.
12	10/1/77	W.R.C.	W.R.C.
13	10/1/77	W.R.C.	W.R.C.
14	10/1/77	W.R.C.	W.R.C.
15	10/1/77	W.R.C.	W.R.C.
16	10/1/77	W.R.C.	W.R.C.
17	10/1/77	W.R.C.	W.R.C.
18	10/1/77	W.R.C.	W.R.C.
19	10/1/77	W.R.C.	W.R.C.
20	10/1/77	W.R.C.	W.R.C.



TYPICAL SECTION

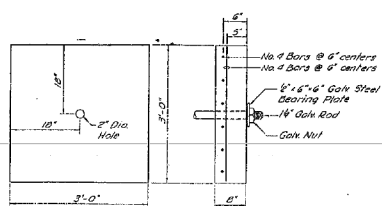


NOTES:
The contractor shall submit shop drawings showing complete details for approval by the engineer.

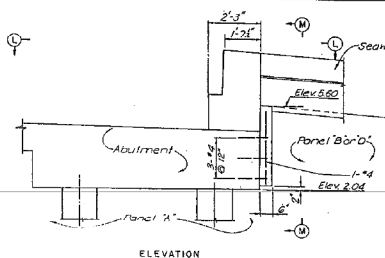


REVISIONS			
DATE	DESCRIPTION	BY	DATE

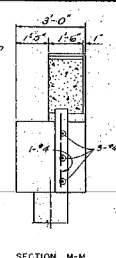
HOWARD, NEEDLES, TAMMEN & BERGENDOFF CONSULTING ENGINEERS KANSAS CITY, MISSOURI NEW YORK			
TOWN OF BAY HARBOR ISLANDS BROAD CAUSEWAY-WEST BRIDGE FISHING SCREEN DETAILS			
DATE	BY	DATE	DATE
DESIGNED BY	DLB	3-00	REVISIONS FOR APPROVAL BY ENGINEER
CHECKED BY	JRE	8-61	
APPROVED BY			
DATE			



DETAIL OF DEADMAN ANCHOR
1'-1'-0"

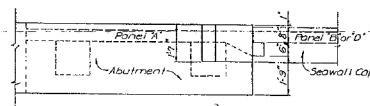


ELEVATION



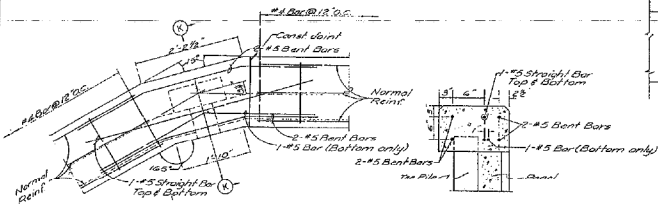
SECTION M-M

Note:
For all abutment details not shown see sheet No. 4.



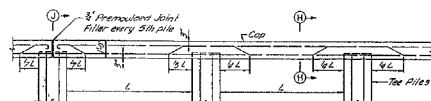
VIEW L-L

DETAIL OF ABUTMENT EXTENSION

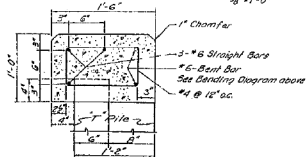


TYPICAL CORNER GAP REINFORCING
AT EAST END OF BRIDGE ONLY

SECTION K-K

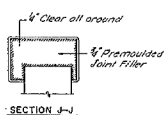


ELEVATION OF CAP
1'-0"

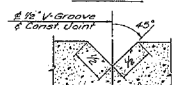


SECTION H-H
1'-0"

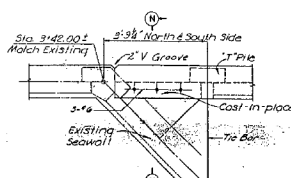
DETAIL OF CAP



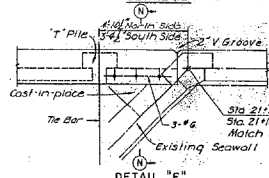
SECTION J-J



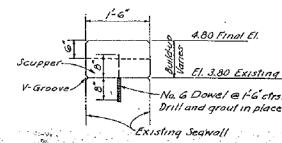
DETAIL OF V-GROOVE



DETAIL 'E'

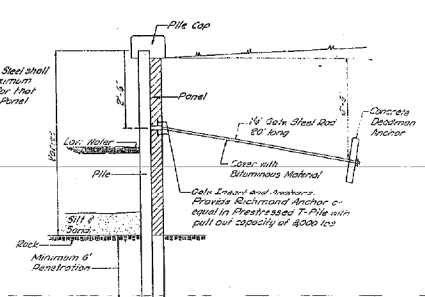
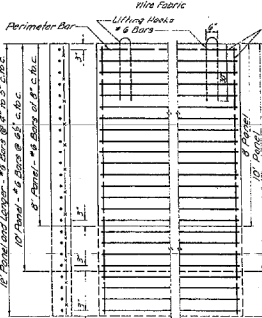
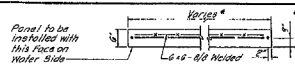
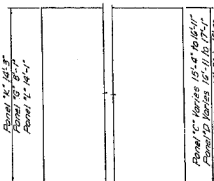
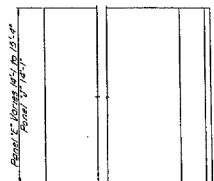
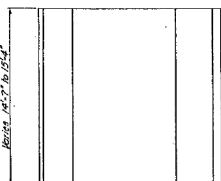
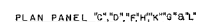
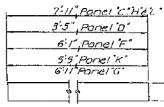
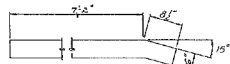
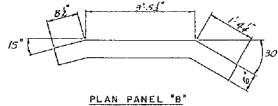
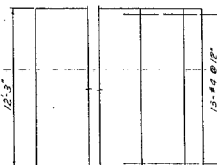
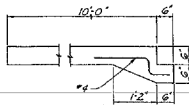
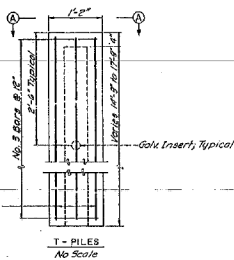


DETAIL 'F'

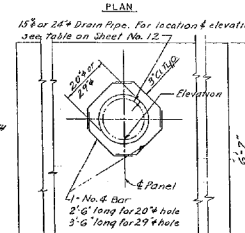
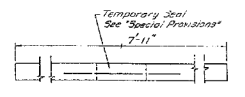


SECTION G-G
No Scale
CAP BUILD-UP

HOWARD, NEEDLES, TAMMEN & BERGENDOFF			
CONSULTING ENGINEERS			
TOWN OF BAY HARBOR ISLANDS			
BROAD CAUSEWAY SEAWALL			
DETAILS			
REVISION	DATE	BY	CHKD.
1	6-28-68	DLS	
2	7-25-68	GTL	
3	8-25-68	GTL	
4	9-25-68	GTL	
5	10-25-68	GTL	
6	11-25-68	GTL	
7	12-25-68	GTL	
8	1-25-69	GTL	
9	2-25-69	GTL	
10	3-25-69	GTL	
11	4-25-69	GTL	
12	5-25-69	GTL	
13	6-25-69	GTL	
14	7-25-69	GTL	
15	8-25-69	GTL	
16	9-25-69	GTL	
17	10-25-69	GTL	
18	11-25-69	GTL	
19	12-25-69	GTL	
20	1-25-70	GTL	
21	2-25-70	GTL	
22	3-25-70	GTL	
23	4-25-70	GTL	
24	5-25-70	GTL	
25	6-25-70	GTL	
26	7-25-70	GTL	
27	8-25-70	GTL	
28	9-25-70	GTL	
29	10-25-70	GTL	
30	11-25-70	GTL	
31	12-25-70	GTL	
32	1-25-71	GTL	
33	2-25-71	GTL	
34	3-25-71	GTL	
35	4-25-71	GTL	
36	5-25-71	GTL	
37	6-25-71	GTL	
38	7-25-71	GTL	
39	8-25-71	GTL	
40	9-25-71	GTL	
41	10-25-71	GTL	
42	11-25-71	GTL	
43	12-25-71	GTL	
44	1-25-72	GTL	
45	2-25-72	GTL	
46	3-25-72	GTL	
47	4-25-72	GTL	
48	5-25-72	GTL	
49	6-25-72	GTL	
50	7-25-72	GTL	
51	8-25-72	GTL	
52	9-25-72	GTL	
53	10-25-72	GTL	
54	11-25-72	GTL	
55	12-25-72	GTL	
56	1-25-73	GTL	
57	2-25-73	GTL	
58	3-25-73	GTL	
59	4-25-73	GTL	
60	5-25-73	GTL	
61	6-25-73	GTL	
62	7-25-73	GTL	
63	8-25-73	GTL	
64	9-25-73	GTL	
65	10-25-73	GTL	
66	11-25-73	GTL	
67	12-25-73	GTL	
68	1-25-74	GTL	
69	2-25-74	GTL	
70	3-25-74	GTL	
71	4-25-74	GTL	
72	5-25-74	GTL	
73	6-25-74	GTL	
74	7-25-74	GTL	
75	8-25-74	GTL	
76	9-25-74	GTL	
77	10-25-74	GTL	
78	11-25-74	GTL	
79	12-25-74	GTL	
80	1-25-75	GTL	
81	2-25-75	GTL	
82	3-25-75	GTL	
83	4-25-75	GTL	
84	5-25-75	GTL	
85	6-25-75	GTL	
86	7-25-75	GTL	
87	8-25-75	GTL	
88	9-25-75	GTL	
89	10-25-75	GTL	
90	11-25-75	GTL	
91	12-25-75	GTL	
92	1-25-76	GTL	
93	2-25-76	GTL	
94	3-25-76	GTL	
95	4-25-76	GTL	
96	5-25-76	GTL	
97	6-25-76	GTL	
98	7-25-76	GTL	
99	8-25-76	GTL	
100	9-25-76	GTL	



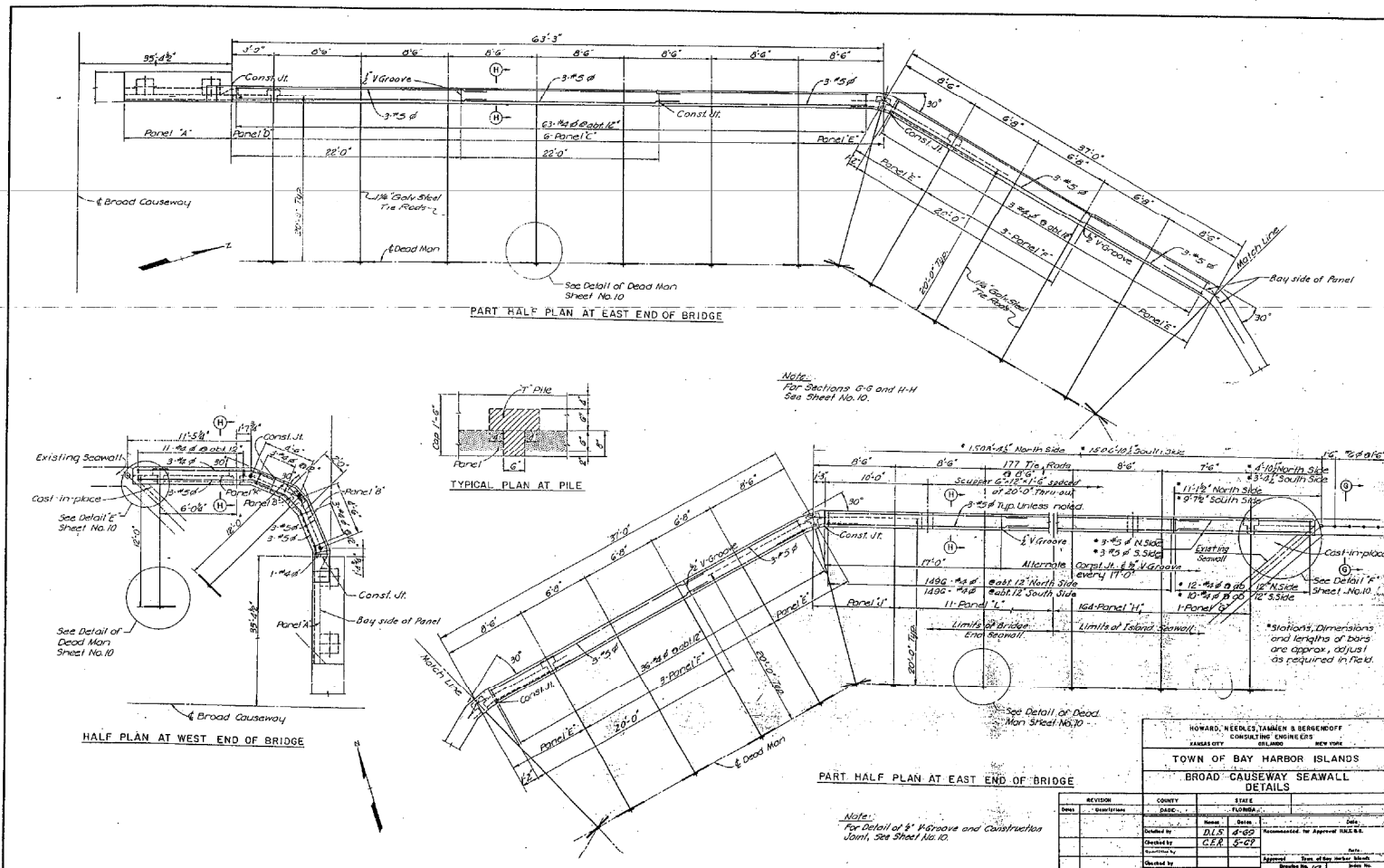
- [illegible]



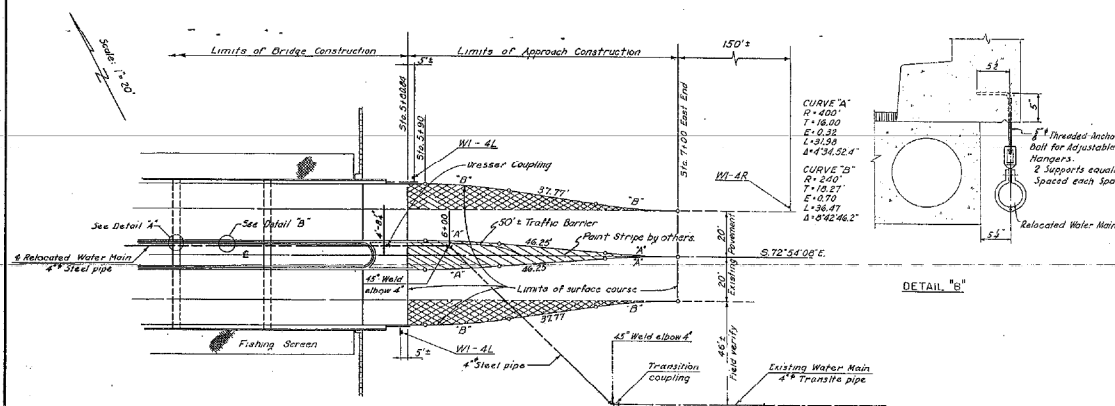
SUBSTITUTE PANEL
AT DRAINAGE OUTFALL

NOTE:
For Panel Reinforcement
See Typical Detail.

HOWARD, NEEDLES, TAMMEN & BERGENDOFF CONSULTING ENGINEERS			
KANSAS CITY		OKLAHOMA	NEW YORK
TOWN OF BAY HARBOR ISLANDS			
BROAD CAUSEWAY SEAWALL DETAILS			
COUNTY	STATE		
DRAWN	FLORIDA		
DATE	Revised	Details	Notes
Designed by	DLS	4-69	Recommended for Approval N.E.A.A.
Checked by	G.E.R. 3-7-71		a. <i>Units</i>
Supervisor by			Approved Town of Bay Harbor Islands
Created by			Drawing No. 11 / Index Page 17



HOWARD, NEEDLES, TAMMEN & BERGENCOFF CONSULTING ENGINEERS TAMPA CITY, FLORIDA			
TOWN OF BAY HARBOR ISLANDS BROAD CAUSEWAY SEAWALL DETAILS			
REVISION	COUNTY	STATE	DATE
1	DADE	FLORIDA	11-1-60
2	DADE	FLORIDA	11-1-60
3	DADE	FLORIDA	11-1-60
4	DADE	FLORIDA	11-1-60
5	DADE	FLORIDA	11-1-60
6	DADE	FLORIDA	11-1-60
7	DADE	FLORIDA	11-1-60
8	DADE	FLORIDA	11-1-60
9	DADE	FLORIDA	11-1-60
10	DADE	FLORIDA	11-1-60
11	DADE	FLORIDA	11-1-60
12	DADE	FLORIDA	11-1-60
13	DADE	FLORIDA	11-1-60
14	DADE	FLORIDA	11-1-60
15	DADE	FLORIDA	11-1-60
16	DADE	FLORIDA	11-1-60
17	DADE	FLORIDA	11-1-60
18	DADE	FLORIDA	11-1-60
19	DADE	FLORIDA	11-1-60
20	DADE	FLORIDA	11-1-60
21	DADE	FLORIDA	11-1-60
22	DADE	FLORIDA	11-1-60
23	DADE	FLORIDA	11-1-60
24	DADE	FLORIDA	11-1-60
25	DADE	FLORIDA	11-1-60
26	DADE	FLORIDA	11-1-60
27	DADE	FLORIDA	11-1-60
28	DADE	FLORIDA	11-1-60
29	DADE	FLORIDA	11-1-60
30	DADE	FLORIDA	11-1-60
31	DADE	FLORIDA	11-1-60
32	DADE	FLORIDA	11-1-60
33	DADE	FLORIDA	11-1-60
34	DADE	FLORIDA	11-1-60
35	DADE	FLORIDA	11-1-60
36	DADE	FLORIDA	11-1-60
37	DADE	FLORIDA	11-1-60
38	DADE	FLORIDA	11-1-60
39	DADE	FLORIDA	11-1-60
40	DADE	FLORIDA	11-1-60
41	DADE	FLORIDA	11-1-60
42	DADE	FLORIDA	11-1-60
43	DADE	FLORIDA	11-1-60
44	DADE	FLORIDA	11-1-60
45	DADE	FLORIDA	11-1-60
46	DADE	FLORIDA	11-1-60
47	DADE	FLORIDA	11-1-60
48	DADE	FLORIDA	11-1-60
49	DADE	FLORIDA	11-1-60
50	DADE	FLORIDA	11-1-60
51	DADE	FLORIDA	11-1-60
52	DADE	FLORIDA	11-1-60
53	DADE	FLORIDA	11-1-60
54	DADE	FLORIDA	11-1-60
55	DADE	FLORIDA	11-1-60
56	DADE	FLORIDA	11-1-60
57	DADE	FLORIDA	11-1-60
58	DADE	FLORIDA	11-1-60
59	DADE	FLORIDA	11-1-60
60	DADE	FLORIDA	11-1-60
61	DADE	FLORIDA	11-1-60
62	DADE	FLORIDA	11-1-60
63	DADE	FLORIDA	11-1-60
64	DADE	FLORIDA	11-1-60
65	DADE	FLORIDA	11-1-60
66	DADE	FLORIDA	11-1-60
67	DADE	FLORIDA	11-1-60
68	DADE	FLORIDA	11-1-60
69	DADE	FLORIDA	11-1-60
70	DADE	FLORIDA	11-1-60
71	DADE	FLORIDA	11-1-60
72	DADE	FLORIDA	11-1-60
73	DADE	FLORIDA	11-1-60
74	DADE	FLORIDA	11-1-60
75	DADE	FLORIDA	11-1-60
76	DADE	FLORIDA	11-1-60
77	DADE	FLORIDA	11-1-60
78	DADE	FLORIDA	11-1-60
79	DADE	FLORIDA	11-1-60
80	DADE	FLORIDA	11-1-60
81	DADE	FLORIDA	11-1-60
82	DADE	FLORIDA	11-1-60
83	DADE	FLORIDA	11-1-60
84	DADE	FLORIDA	11-1-60
85	DADE	FLORIDA	11-1-60
86	DADE	FLORIDA	11-1-60
87	DADE	FLORIDA	11-1-60
88	DADE	FLORIDA	11-1-60
89	DADE	FLORIDA	11-1-60
90	DADE	FLORIDA	11-1-60
91	DADE	FLORIDA	11-1-60
92	DADE	FLORIDA	11-1-60
93	DADE	FLORIDA	11-1-60
94	DADE	FLORIDA	11-1-60
95	DADE	FLORIDA	11-1-60
96	DADE	FLORIDA	11-1-60
97	DADE	FLORIDA	11-1-60
98	DADE	FLORIDA	11-1-60
99	DADE	FLORIDA	11-1-60
100	DADE	FLORIDA	11-1-60



NOTES:

Payment for all grading, paving, signing, traffic barriers, and incidental construction at the bridge approaches will be paid for at the lump sum price bid for Roadway Connection Construction.

Paint Striping to be applied by the town of Bay Harbor Islands.

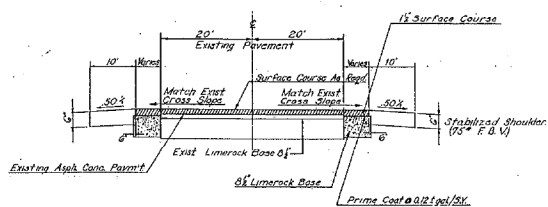
Standard sign manuals shown correspond to those set forth in the "Manual on Uniform Traffic Control Devices" published in June 1963 by the U.S. Department of Commerce, Bureau of Public Roads.

Traffic Barrier used during bridge construction may be reused at the location indicated on the plans or as directed by the engineer.

Payment for relocated water main shall include all bolls, hangers, straps, supports and couplings required to completely relocate main as shown on the plans or as field verification may require.

BRIDGE APPROACH PAVEMENT

Details shown are for East end of the bridge. Similar details are to be used at the West end.

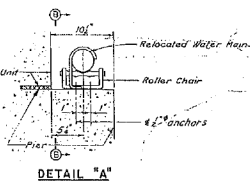
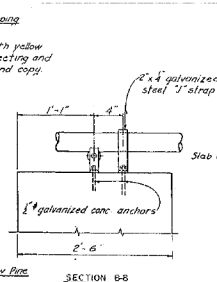
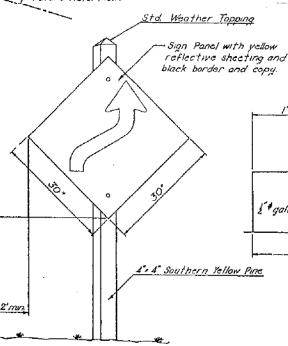


TYPICAL PAVEMENT SECTION

no scale

WARNING SIGNS

W1-4R Right Reverse Curve
W1-4L Left Reverse Curve



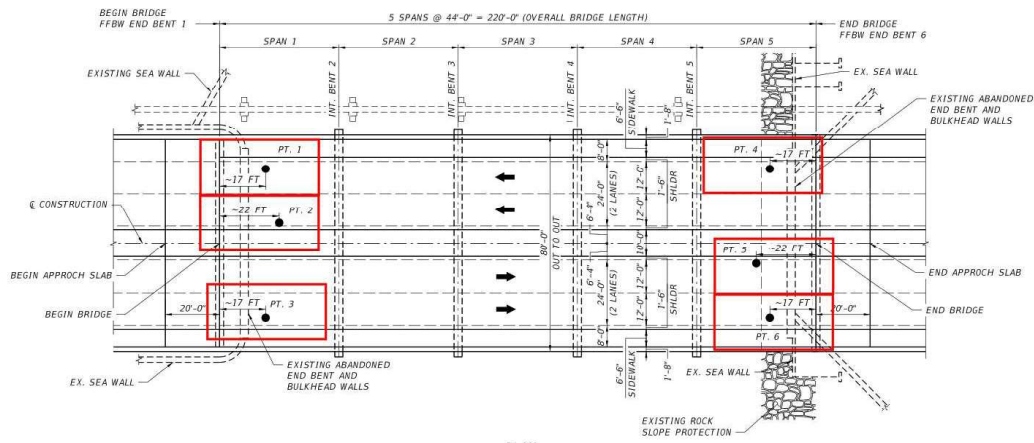
HOWARD, NEEDLES, TAMMEN & BERENSON
CONSULTING ENGINEERS
P.O. BOX 1000
MIAMI, FLORIDA 33101

TOWN OF BAY HARBOR ISLANDS

BRIDGE APPROACH CONSTRUCTION DETAILS

REVISIONS	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
1	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
2	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
3	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
4	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
5	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
6	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
7	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
8	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
9	10/15/63	As Shown	C. E. B.	10/15/63	As Shown
10	10/15/63	As Shown	C. E. B.	10/15/63	As Shown

BROAD CAUSEWAY BAY HARBOR, FLORIDA CHLORIDE ANALYSIS



Prepared for:

Carlos Dillon, PE
BCC Engineering

Prepared by:

Natallia Shanahan, Ph.D., PE, NACE CP-2
Senior Project Engineer – VCS

Reviewed by:

Brian Pailles, PhD, PE, NACE CP-4
Principal Engineer – VCS

VCS Project Number – F23027FL

June 12, 2023

Introduction

The Broad Causeway Bridge in Bay Harbor, Florida is currently being evaluated for a potential rehabilitation or replacement. BCC Engineers who are leading the evaluation would like to have the concrete evaluated to determine how much contamination with chlorides have occurred. BCC Engineers have reached out to VCS Engineering (VCS) to collect and test the concrete chloride contamination. VCS collected samples from the underside of the slab using a hammer drill.

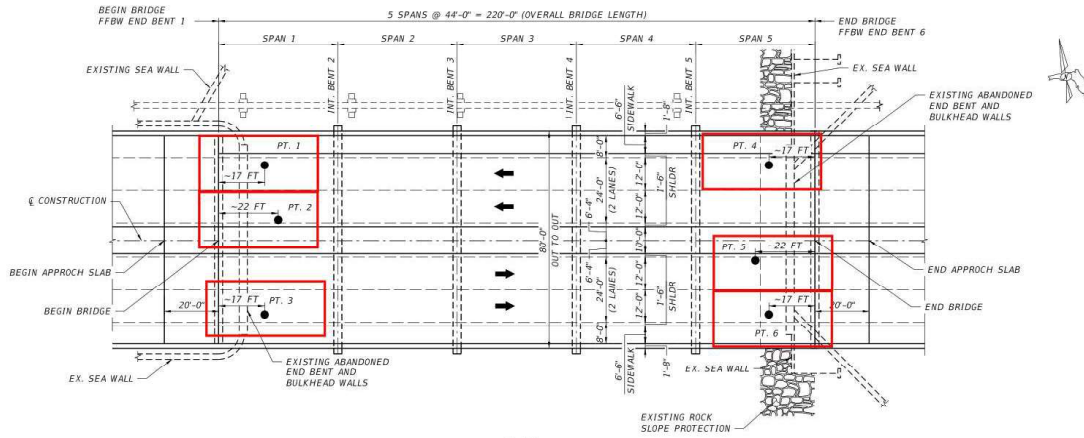


Figure 1: Layout of Broad Causeway Bridge

Test Methods & Results

This section describes the testing methods used by VCS to evaluate the chloride concentration of the Broad Causeway Bridge along with the results from these methods. A detailed discussion regarding each result is provided along with conclusions and recommendations.

Chloride Concentration

Concrete samples were collected from the structure to evaluate the level of chloride penetration and risk for corrosion activity of the steel reinforcing per ASTM C1152 *Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete*, which measures the concentration of both free and bound chlorides. The concrete samples were collected in the form of powder samples.

Reinforcing steel in concrete is protected from corrosion by the high alkalinity of the concrete pore solution, typically greater than a pH of 12. The high pH of the pore solution causes formation of a passivating film on the surface of rebar, effectively sealing it and preventing corrosion. Corrosion of reinforced concrete exposed to chloride-containing environment, such as deicing salts or marine exposure, is typically initiated by chloride ions, which have the ability to break down the passivating film. Chloride ions diffuse from the concrete surface, and once their concentration at reinforcement depth reaches a threshold value, corrosion is initiated. The quantity of chlorides required to depassivate the steel is known as the threshold concentration. Chloride threshold is a critical value in determining the initiation time for the service life model. In the literature, threshold concentrations for chloride in concrete can vary significantly and depend on a number of factors. ACI 222R-

19 indicates that for acid-soluble chloride testing the generally accepted chloride threshold in the United States is between 1.0 and 1.5 lbs of chloride per cubic yard of concrete (263 to 395 ppm assuming a concrete density of 3,800 lbs/yd³).

For the service life modeling, VCS typically implements a chloride threshold of 350 ppm with a standard variation of 50 ppm. It is important to consider the variation of the threshold as chloride threshold is not a single value. Due to many influencing factors, corrosion of steel in concrete can initiate at a range of chloride concentrations. As a result, it is important to take into consideration this variation. There are many environmental and concrete material conditions that can cause the corrosion to initiate at a lower or higher threshold. For example, if the moisture content is high in an area then corrosion may initiate at a lower chloride concentration. If the concrete is drier in an area it may take more chloride to cause corrosion.

Figure 2 and Table 1 provides chloride profiles for samples collected from the underside of the bridge deck. The chloride threshold value of 350 ppm is plotted as a horizontal red line. When concrete is exposed to an environment containing chloride ions, either from deicing salt application or marine exposure, chlorides will diffuse into the concrete from the surface. This results in the highest chloride concentration at the surface and a decreasing chloride concentration with increasing depth as observed in the samples collected.

The chloride concentration in all the samples is extremely high along the bottom surface of the bridge, which is expected due to its close proximity to the water. However, at about 4 inches into the slab from the underside the concentration falls below the chloride threshold. It is expected that the reinforcement in the bottom of this slab would be at a high risk for severe corrosion activity. However, any reinforcement higher in the slab would be protected from corrosion.

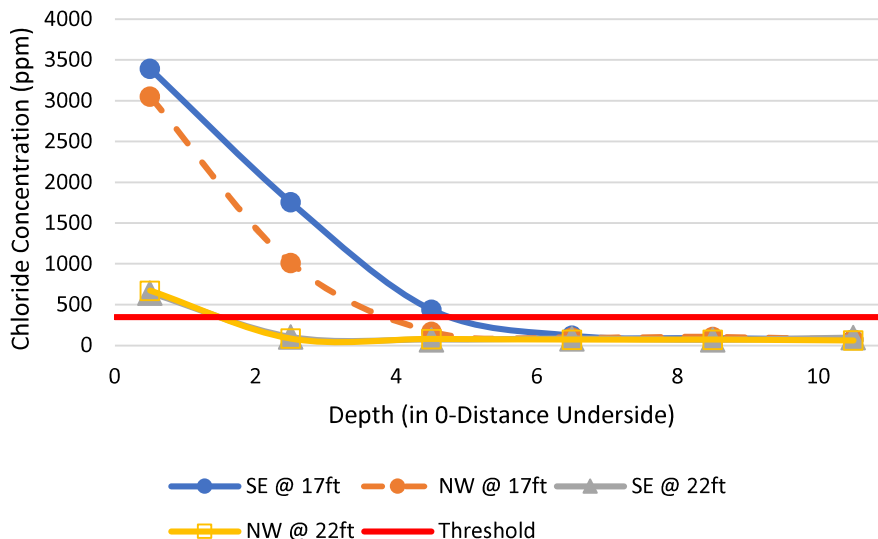


Figure 2: Chloride Concentration Profiles

Table 1: Table of Chloride Concentration (ppm)

Depth (in from underside)	SE @ 17ft	NW @ 17ft	SE @ 22ft	NW @ 22ft
0.5	3394	3053	645	674
2.5	1758	1015	106	86
4.5	440	171	73	80
6.5	122	100	84	73
8.5	89	106	71	72
10.5	77	73	98	63

Conclusions

1. The bottom of the Broad Causeway Bridge is highly saturated with chlorides; however, the core concrete has little to no exposure to chloride.

VCS Engineering



Brian Pailles, Ph.D., P.E., NACE CP-4

Principal Engineer

brianp@VCServices.com

Office (813) 501 – 0050

Mobile (813) 777 – 6946

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a resolution pursuant to FS 106.07(2)a(2) providing for electronic filing of campaign reports. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

FS 106.07(2)a(2) authorizes municipalities to utilize electronic campaign reporting upon approval of the Town Council. This service will allow for greater efficiency in reporting. Candidates will access the portal and complete their Financial Treasurer's Report, which would be accessible for viewing by the public. If a candidate prefers to file a paper document, the report will be uploaded by the Town Clerk's Office.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Funds have been appropriated in the FY 2023-2024 Budget, Account No. 001.5125.400034.000. Upon approval of the resolution, the Town will enter into an agreement with Easy Vote Solutions, Inc. at a cost of \$1,325.00 annually.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Easy Vote - Electronic Filing of Campaign Treasurer's Report
----	---

RESOLUTION NO. _____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, PROVIDING FOR THE
APPROVAL AND ADOPTION OF ELECTRONIC
CAMPAIGN FINANCE FILING REQUIREMENTS;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands conducts annual elections for vacancies on the Town Council; and

WHEREAS, pursuant to state law, candidates for office on the Town Council must file periodic campaign finance reports, detailing contributions, and expenditures; and

WHEREAS, the Town of Bay Harbor Islands desires to modernize its campaign finance reporting regulations by allowing for the electronic filing of same; and

WHEREAS, FL ST § 106.07(2)(a)2 allows municipalities to implement electronic filing of campaign reports.

**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 hereby approves the adoption of electronic campaign finance reporting requirements and authorizes candidates to file using the EasyVote campaign finance system.

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. The Town Manager and the Town Clerk are hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of February 2024

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

February 21, 2024

ITEM NUMBER: 17.

ITEM: Consideration and Approval of a resolution authorizing the Town, and any individual Member of the Town Council, who chooses to do so, to participate as plaintiffs, in the lawsuit against the new Florida financial disclosure law (Form 6) being brought by the legal firm of Weiss Serota Helfman Cole + Bierman, PL. If approved, the Town and/or Council would be joining a lawsuit over the new state law that requires local elected officials to Complete Form 6, a detailed financial disclosure form. Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

Each year candidates and Town Council Members are required to file a Statement of Financial Disclosure. Form 1 was previously filed with the Supervisor of Elections in the county where they reside. Effective January 1, 2024, they are required to file Form 6 with the Florida Commission on Ethics. Form 6 requires filers to disclose their net worth, whereas Form 1 does not. Filers of Form 6 also have to disclose their assets over \$1,000, whereas on Form 1, it was over \$10,000.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There will be a flat fee of \$10,000.00, including attorneys' fees and costs.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Form 6 Resolution Authorizing Participation In Lawsuit Challenging Form 6 Requirement
----	---

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of The Town of Bay Harbor Islands (the "Town Elected Officials") were elected by the voters of the Town subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the right to be let alone and free from governmental intrusion into the person’s private life except as otherwise provided herein”; and

WHEREAS, because the right of privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and\

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, over 100 municipal elected officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

Anew financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, a group of municipalities and municipal elected officials filed two lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuits”); and

WHEREAS, the Town of Bay Harbor Islands believes it is in the best interest of the citizens and residents of the Town to participate in the Lawsuits and urges other municipalities and their elected officials to also participate as plaintiffs.

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

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The Town of Bay Harbor Islands hereby authorizes the participation of the Town, and any individual Member of the Town Council, who chooses to participate as plaintiffs, in the Lawsuit.

Section 3: Weiss Serota Helfman Cole + Bierman, PL (the “Firm”) is hereby retained to represent the Town in the Lawsuits. The Firm will charge the Town a flat fee, inclusive of attorneys’ fees and costs, of \$10,000 to represent the Town and the individual elected officials who chooses to participate as plaintiffs for the Lawsuits in the trial court. The Town and elected officials recognize that such flat fee may be less than the actual attorneys’ fees and costs incurred, and that if the Town and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys’ and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Town and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The Town further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the Town. The Town hereby waives any potential conflict of interest in the Firm’s representation of those clients arising from its representation of the Town in the Lawsuit.

Section 4: The Town of Bay Harbor Islands invites and urges other local governments and elected officials to join the Town as plaintiffs in the Lawsuit and to coordinate their efforts with the Town.

Section 5: The Town Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County.

Section 6: That the appropriate Town Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of February, 2024.

Elizabeth Tricoche, Mayor

ATTEST:

Yvonne Hamilton, Town Clerk

Approved as to form:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 18.

ITEM: Ratification and Approval of emergency authorization in accordance with Section 2-1.3 of the Town's emergency procurement provisions for the purchase of an emergency power generator for the Bay Harbor Islands Police Department in an amount not to exceed \$160,415.00. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

Ratification and approval of Emergency Authorization in accordance with the Town Procurement Provisions for the purchase of an emergency power generator for the BHI Police Department Temporary trailer. This emergency power generator is required to ensure 9/11 emergency services are uninterrupted for our residents, visitors, and business owners. The Commission for Florida Accreditation Standards requires an emergency power source to ensure continuity of service to the Police Department.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Funds of \$747,297.00 have been allocated in the FY 2023-2024 Budget for this expenditure, Town Hall Demolition - Account No. 301.5190.400062.000.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	2024-25697Rev1_Town of Bal Harbor_Towable 144kW Generator Proposal by FDDA
----	--



PROPOSAL

2/8/2024

Proposal#: 2024-25697Rev1

Ref: Town of Bal Harbor - Towable 144kW Diesel Genset

Florida Detroit Diesel-Allison ("FDDA") proposes the following scope of work for the above referenced:

*** Scope of Supply ***

Qty	Description	I/L±
	ENGINE-GENERATOR SET	
1	New Diesel Engine-Generator Set Atlas Copco Model QAS 250 JD 144 kW/144 kVA Standby Power - Voltage: 120/240 VAC, 1 Phase, 60 Hertz Genset Controller: - Alarms & Digital Metering - Engine & Generator Monitoring Engine - JD Tier 4 Final, turbo charged, intercooled, six-cylinder, liquid-cooled diesel engine provides ample power to operate the generator continuously at full-load. - Meets all US EPA, CARB and Environment Canada exhaust legislations with Tier 4 Final compliance. The engine utilizes a Selective Catalytic Reduction (SCR) and Diesel Exhaust Fluid (DEF) to meet final Tier 4 emissions. All functionality of the engine is controlled automatically on the controller. - Unit Mounted Radiator (122°F Ambient) w/Ethylene Glycol Coolant - Engine Lube Oil - Flexible Fuel Lines - Engine Air Filter - Engine Lead Acid Starting Battery 60A charging alternator 1000W, 120V coolant heater - DEF Tank Capacity of 25.0 Gal (94.6 L) AC Alternator: - Alternator Rated at 130°C Rise Above 40°C Ambient - AREP Excitation for superior motor starting capabilities - Marine grade (relative humidity >95%) protection - External multi-voltage selector switch (4-position) 4 pole brushless design with single bearing, Class H insulation and IP23 rating - Voltage regulation +/- 0.5% Power Distribution - The main power is connected from the alternator through a 4-position voltage selector switch to the main power cubicle. The cubicle incorporates all power distribution, controls, sensing and protection devises. 4- position Voltage Selector Switch (VSS) - Current transformer x 3 (1 each leg) - Single main breaker w/shunt trip - Individual breakers for each receptacle - Convenience receptacles located on outside of unit for easy access	L

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 • Tel: (954) 327-4440 • www.fdda.com
Fort Myers • Fort Pierce • Jacksonville • Miami • Ocala • Orlando • Panama City • Tampa • West Palm Beach

	○ Terminal board for hard wiring ○ Cam-Lock external quick connect (available as option) ○ External emergency stop switch (recessed) ○ Neutral bonded to Ground with a removable bonding link accessible in the control cubicle Fuel Tank • A large 385 US Gal (1457L) fuel tank provides safe diesel storage while eliminating tank corrosion contaminants from being introduced to your fuel system. With integrated fuel water separator and filter, the system is designed to help maintain clean and trouble-free diesel supply to the engine for reliable trouble-free operation. ○ Pad-lockable diesel fill cap ○ Fuel / Water separator ○ Inline priming pump (w/ filter) ○ Fuel pre-filter ○ Fuel supply pump (w/ strainer) ○ Fuel level sensor ○ Low fuel shut down feature (programmable level) ○ External fuel connections w/ 3-way valve and quick-connections Weather Protective Enclosure • The enclosure is made of carbon steel which is zinc rich primed, powder coated for corrosion resistance and salt spray tested for 6000 hours. The enclosure and frame are fully sealed from the radiator to the back of the unit, providing a true 110% containment of all fluids ○ 14 Ga carbon steel, zinc rich primed, powder coated enclosure, 6000-hour salt spray tested ○ Heavy duty, 3/16" thick steel base frame ○ 110% fluid containment ○ Superior level of rain ingress protection and design features ○ Pad-lockable doors and fuel cap ○ Engine fluid plumbed to exterior of frame for ease of service ○ Central lifting point ○ Sound dampening material and design to allow quiet operation of 73 dB(A) @ 23 feet @ 75% load Towable Trailer • Tandem axle trailer • Electric brakes • DOT/Federal MVSS 49CFR571 approved light package and 6 pin plug • Adjustable height pintle hitch (3" lunette) • 16" Rims w/ ST235/80R16 Tires for trailer use • Heavy Duty torsion axles • 3/8" Safety chains with clevis slip hook and safety latch • Screw jack leveling, with pad foot • Single point lifting structure • Tie down points x4 Startup & Documentation • One (1) Half Day Onsite Service for Startup • Operation and Maintenance Manual • Generator Limited Warranty: 1-Yr/3000 Hrs	
--	--	--

^L = Shipped Loose

TRANSFER SWITCH EQUIPMENT		
----------------------------------	--	--

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 • Tel: (954) 327-4440 • www.fdda.com
Fort Myers • Fort Pierce • Jacksonville • Miami • Ocala • Orlando • Panama City • Tampa • West Palm Beach



1	ATS: 400A, 2 Poles, 120/240 VAC, 1 Phase • ASCO 300 Series Model J03ATSA20400FGXF • Standard Automatic Transfer Switch • Open Transition • Withstand Rating: 65kA w/specific breakers or 65kA @ 0.05 sec • In-Phase Monitor • Plant Exerciser • Source Position Contacts • Pre-Signal Contacts • NEMA 3R Enclosure	L
Lot	Manufacturer's Limited Warranty: 1-Year(s)	L

^L = Shipped Loose

***** End Of Scope of Supply *****

TOTAL SUM, F.O.B. Jobsite...

\$170,891.00

OPTIONAL ADD

1. ASCO 300 Series Model 3QCNCAA20400F0XF Quick Connect... \$5,125.00
 - a. 400A, 120/240V, 1 Phase
 - b. 2 Poles
 - c. NEMA 3R

GENERAL EXCLUSIONS and EXCEPTIONS (unless specifically noted above):

Any warranty and/or guarantee other than the original equipment manufacturer's warranty and/or FDDA's warranty attached hereto; warranty commencement from date of substantial completion; consequential or liquidated damages; limit of liability exceeding contract price; any test equipment other than load bank (oscilloscope, camera, analyzer, etc.); NETA or Independent Testing Agency testing or qualification; NETA Acceptance Testing Specifications (ATS); resistance testing of any kind; protective device calibration, setting or testing; main bearing cap vibration testing; ground fault or infrared scanning testing; anchoring calculation and/or anchors; concrete slab design, calculation or engineering; examination, preparation, installation, connection and identification; equipment offloading, rigging, storage & insurance; general, civil, plumbing, mechanical, and electrical work including materials; engineering and any type of permitting; fuel or equipment rental; remote fuel fill port; fuel tank integrity testing, vacuum or pressure; equipment short or long term preservation

TERMS AND CONDITIONS OF PROPOSAL:

1. Price Subject to Change Prior Approved Submittal and Release for Manufacturing
2. Lead times are not guaranteed and are only estimates subject to change by the factory
3. Proposal includes only engine-generator set equipment listed above. Proposal is subject to corrections for any errors and omissions.
4. Warranty provided is solely the limited warranty provided by manufacturer(s)
5. Payment terms must be approved by FDDA and may require a non-refundable deposit and/or C.O.D. but in all payment terms agreed final payment is due before equipment startup or 12 months from delivery, whichever occurs first.
6. STEWART & STEVENSON FDDA LLC ("FDDA") GENERAL TERMS & CONDITIONS OF SALE (DOC# EG-P-540.5) AND MANUFACTURER'S WARRANTY ATTACHED HERETO OFFER ARE PART OF THIS PROPOSAL AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND FDDA.
7. Acceptance of proposal by buyer is subject to final approval and acknowledgement by FDDA. Technical data ("submittals") provided by FDDA does not constitute an agreement to any purchase order and/or terms and conditions from buyer.
8. Equipment will be ordered only after payment terms have been approved by FDDA, order acknowledgement has been issued by FDDA, and a written material release for production is received from Buyer. Lead times are estimated and based on receipt of material release. Changes requested by Buyer subsequent to issuing a material release will only be performed by FDDA upon receipt of a change order approval from Buyer. Every equipment is custom ordered therefore upon receipt of a cancellation from Buyer after a material release was issued by Buyer, FDDA reserves its right to charge Buyer up to the contract value as a cancellation fee. Equipment released will be shipped and delivered directly to the project jobsite address. If Buyer is unable to take delivery of the equipment, FDDA will redirect the equipment to storage. Any and all expenses, including but not limited to handling, off-loading, re-loading, and additional freight, incurred by FDDA will be invoiced to the Buyer. Equipment released by the Buyer but stored by FDDA will be invoiced to the Buyer as Stored Material. Equipment stored more than six (6) months will require special long-term engine preservation to maintain the manufacturer's warranty. All expenses for the long-term engine preservation will be invoiced to the Buyer as a Change Order to the original purchase agreement. Preservation does not extend or prolong the warranty period. Equipment warranty period will remain per the manufacturer's warranty statement. Equipment not started-up within 12 months from ship date may require additional warranty coverage charge to meet contract warranty period.

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 • Tel: (954) 327-4440 • www.fdda.com
Fort Myers • Fort Pierce • Jacksonville • Miami • Ocala • Orlando • Panama City • Tampa • West Palm Beach



FDDA appreciates the opportunity of proposing the above scope of work and trust we may be favored with your most valued business.

Len Hernandez, E.E.
Business Development Manager
Mob#: 954-868-0642
Email: l.hernandez@kirbycorp.com

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, **INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT.** This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 19.

ITEM: Consideration and Approval of an ordinance on second reading amending Chapter 5 of the Town Code, entitled Buildings and Construction, by creating Section 5-26 to provide for Site Development Plan Exemption for Town Projects. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Section 5-26 of the Town Code is being revised by creating the new section outlined below. The revised language would exempt town projects from automatic review and approval by the Design Review Board. The Town Council will have the discretion to request that the Design Review Board or other Town Boards or Committees review plans for these type of projects. Sec. 5-26. – ~~Reserved~~ Site Development Plan Exemption for Town Projects.- (a) Notwithstanding any requirements set forth hereinabove that require the Town’s Design Review Board to review and approve a Site Development Plan prior to building permits being filed, reviewed and issued, and/or prior to physical construction activities occurring, the purpose of this section is to expressly exempt Town projects from such review. The exemption granted hereby shall also include an exemption from any requirement to hold a public meeting of any kind prior to consideration or approval of a Town project, to the extent that such consideration or approval may be required. This shall not prohibit the Town Council from requesting the Design Review Board or others (boards / committees / etc.) to review and comment on various Town projects. This exemption shall not exempt the Town from complying with its Land Development Regulations per Florida Statute 163.3202 and its adopted Comprehensive Plan policies.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is a fee associated with advertising the ordinance on second reading, if approved. Thirty-Five Thousand Dollars (\$35,000) have been appropriated in the FY 2024 Budget for public notices, under Account No. 001-5125-400049-000 - Legal Advertisements for Ordinances/Public Hearings.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Town Site Plan Exemption, January 4, 2024
----	---

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 BUILDINGS AND CONSTRUCTION, ARTICLE I, BY CREATING SECTION 5-26 ENTITLED "SITE DEVELOPMENT PLAN EXEMPTION FOR TOWN PROJECTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions to provide for Site Development Plan Exemption for Town Projects, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Article I, by creating Section 5-26 entitled "Site Development Plan Exemption for Town Projects" to modify the provision related to site plan exemptions as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4: 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: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of January, 2024.

PASSED on Second Reading this 21st day of February, 2024.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT “A”

**The Town of Bay Harbor Islands, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 5

BUILDINGS AND CONSTRUCTION

Sec. 5-26. – ~~Reserved~~ Site Development Plan Exemption for Town Projects.

- (a) Notwithstanding any requirements set forth hereinabove that require the Town's Design Review Board to review and approve a Site Development Plan prior to building permits being filed, reviewed and issued, and/or prior to physical construction activities occurring, the purpose of this section is to expressly exempt Town projects from such review. The exemption granted hereby shall also include an exemption from any requirement to hold a public meeting of any kind prior to consideration or approval of a Town project, to the extent that such consideration or approval may be required. This shall not prohibit the Town Council from requesting the Design Review Board or others (boards / committees / etc.) to review and comment on various Town projects. This exemption shall not exempt the Town from complying with its Land Development Regulations per Florida Statute 163.3202 and its adopted Comprehensive Plan policies.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 20.

ITEM: Consideration and Approval of an ordinance on second reading amending Section 5-6 of the Town Code to provide for appeal after payment of code violations. Sponsored by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Chapter 5-6(e) of the Town Code is being amended as outlined below to allow code violators to pay the required fine, prior to obtaining any type of permit or development order, with subsequent appeal or mitigation of the amount paid.

Nothing contained herein, or anywhere in the Town Code, shall prevent a party, who owes any money to the Town for outstanding liens, fines or otherwise, from paying said monies in full, in order to proceed with development or construction, obtain permits of any kind, or otherwise proceed with any other endeavor (including finalizing a transfer of the property), and thereafter proceeding to appeal, or seek mitigation of the liens, fines or other monies owed to the Town, through regular established processes for such appeal or request for mitigation. Any such request to appeal or seek mitigation shall be submitted in writing at the time of payment to the Town and must be pursued with reasonable promptness or it will be deemed waived. If the appeal or mitigation is successful, such that the amount due to the Town is retroactively reduced, the Town shall refund the amount of the reduction to the payor or their designee.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is a fee associated with advertising the ordinance on second reading, if approved. Thirty-Five Thousand Dollars (\$35,000) have been appropriated in the FY 2024 Budget for public notices, under Account No. 001-5125-400049-000 - Legal Advertisements for Ordinances/Public Hearings.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Draft Ordinance - Appeal of Fines- January 2 2024
----	---

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 5-6 ENTITLED DEVELOPMENT FEES, PERMITS – REQUIRED, FEES TO BE PAID; PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Article I, Sections 5-6 entitled "Development Fees, Permits – Required, Fees to be Paid; Penalty of Noncompliance" to modify the provision related to Town actions for noncompliance, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4: 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: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of January, 2024.

PASSED on Second Reading this 21st day of February, 2024.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 – Buildings and Construction

ARTICLE I. – IN GENERAL

Sec. 5-6. - Developmental fees, permits—Required, fees to be paid; penalty for noncompliance.

(a) *Required.* Permits shall be required and must be obtained for all structures erected, constructed, moved, reconstructed or structurally altered or other work done on such structures such as painting, roof cleaning or painting, plumbing or electrical work, sandblasting, seawall repairs, sign painting or installation, driveway sealing or paving, awning installation, fencing, installation or replacement or repair of air-conditioning equipment, hurricane shutters and patio slabs in the town. Fees shall be paid therefore in accordance with the fee schedule provided herein. As a condition precedent to the processing of plans and/or an application for a permit involving new construction, substantial renovations, or demolition, neither the applicant nor the subject property shall have any existing code violations in the town, liens or unpaid fines due and owing to the town.

(b) *Developmental fees.* All fees charged for services provided by the town in conjunction with or in any way related to development permits, as defined in F.S., chapter 163, shall be established from time to time by separate administrative order which shall not become effective until approved by resolution of the town council.

(c) *Exception from fees.* The Dade County School Board, the County of Miami-Dade, the state, the United States of America, and all corporate municipalities owning real property within the boundaries of the town, shall be exempted from the payment of any fee for a building permit or a certificate of use and occupancy where the work is done wholly by personnel of such agency; where the work is done for such agency is done by outside contract, the contractor shall secure the necessary permit and pay the required fees; where the work is to be done solely by the personnel of a governmental agency, the permit shall be issued in the name of such agency upon application for any building construction, occupancy or usage, not contrary to the provisions of the Town Code of Ordinances.

(d) *[Penalty for violation.]* If any required permit is not obtained in accordance with this section, any person who was required to obtain the permit shall be punished by a fine not exceeding \$250.00 per day for a first violation and not exceeding \$500.00 per day for a repeat violation, unless otherwise prescribed in the Code, ordinances or by resolution of the town council.

(e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, stop work orders, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. Further, the Town shall suspend further project reviews, including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official.

Nothing contained herein, or anywhere in the Town Code, shall prevent a party, who owes any money to the Town for outstanding liens, fines or otherwise, from paying said monies in full, in order to proceed with development or construction, obtain permits of any kind, or otherwise proceed with any other endeavor (including finalizing a transfer of the property), and thereafter proceeding to appeal, or seek mitigation of the liens, fines or other monies owed to the Town, through regular established processes for such appeal or request for mitigation. Any such request to appeal or seek mitigation shall be noted at the time of payment to the Town and must be pursued with reasonable promptness or it will be deemed waived. If the appeal or mitigation is successful, such that the amount due to the Town is retroactively reduced, the Town shall refund the amount of the reduction to the payor or their designee.

***Note: Text in Bold, stricken or underlined, or highlighted is proposed to be modified. Upon final editing / adoption the Bold / highlighted text will be made standard.**

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 21.

ITEM: Consideration and Approval of an ordinance on second reading amending Sections 1-2, 2-21, 18-24, 2-1.1, 53/4-8, 23-16.1, and 18-25 of the Town Code defining "Publication" of Public Notice in order to provide a definition of and remove the requirement for newspaper publication. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

Florida Statutes, Section 50.0311 permits cities to publish all required legal notices and advertisements on a publicly accessible website. This ordinance seeks to amend the Town Code to define publication and remove the requirements for newspaper publication outlined in the various sections therein. Strikethrough indicate language to be removed and new text is underlined.

EXHIBIT A

Sec. 1-2 Definitions and Rules of Construction

Publication. The term “publication” or “publish” means to publish a legal notice in accordance with Florida Statutes, Chapter 50. Publication may be achieved by one of the following: publication in a newspaper, on a publicly accessible website as detailed in Chapter 50 Florida Statutes, or in any other manner so authorized by Florida Statutes, Miami-Dade County, or any other relevant authority.

Sec. 2-21. Notice of public hearing.

Within a reasonable time after the filing of a complete application and, in every case where a variance is requested pursuant to this article, before the town council shall consider any application, the town clerk shall cause a notice of public hearing to be published once in a manner authorized by law as provided in this code ~~in a newspaper of general circulation~~, published in the Town of Bay Harbor Islands or in Miami-Dade County, Florida, at least ten days prior to the date of such hearing. The publication shall indicate the nature and type of variance sought and the specific property involved. In addition to the foregoing, the town clerk shall cause to be delivered individual notices of such application for variance and hearing, in person, or by mail, to the owners of record of all property within 375 feet of the property under consideration; provided, however, that in case of notice by mail, such notice shall be mailed not less than seven days before the date of the hearing. For administrative variances refer to subsection 2-17(B)(f)(4) above.

Sec. 18-24. Notice of property owner’s failure to convert facilities.

(a) If the town manager determines that a building has not completed conversion to underground utility service facilities as required sections 18-22 or 18-23 above, the manager shall notify the owner of that building in writing and demand that the owner cause the conversion to be made within 60 days of the date of service of the notice. The notice shall be by certified mail and in the manner set forth in subsection (b) herein. In the event that such notice is returned by postal authorities, the manager shall cause a copy of the notice to be served by a law

enforcement officer upon the occupant of the land or upon any agent of the owner thereof.

(b) In the event that personal service upon the occupant of the land or upon any agent of the owner thereof cannot be performed after reasonable search by a law enforcement officer, the notice shall be served by physical posting on the said property, and by publication in a manner authorized by law as provided in this code ~~in a newspaper of general circulation~~ at least twice, seven days between publications, and 30 days before the date the conversion is required. The notice shall be in substantially the following form:

“NOTICE REQUIRING CONVERSION OF UTILITY SERVICE FACILITIES”

Name of Owner

Address of Owner

Our records indicate that you are the owner(s) of the following land in Dade County, Florida: (describe property)

An inspection of this land discloses, and I have found and determined that a building is located thereon which has not converted its (state type of utility) service facilities from overhead to underground service.

You are hereby notified that unless this building converts its (state type of utility) service facility from overhead to underground service within 30 days of personal service upon you of this notice, or of the second publication thereof, the town will proceed to cause the conversion of these facilities and the cost of the work, including advertising costs and all other expenses necessary to complete the conversion will be imposed as a lien on the land if not otherwise paid within 90 days after the conversion has been completed and the cost thereof ascertained by the Town of Bay Harbor Islands.

Town of Bay Harbor Islands, Florida

By:

Town Manager”

Sec. 2-1.1. Procurement limitations; competitive bidding.

Subject to the exceptions enumerated in section 2-1.2, all purchases of or contracts for materials, supplies, equipment, improvements or services (collectively “procurements”) shall be made or entered into in accordance with the provisions of this section.

(a) *Procurements less than \$10,000.00.* Procurements where the total amount to be expended is not in excess of \$10,000.00 may be made by the town manager or his/her designee without the necessity of approval by the town council and without competitive bidding. Single purchases or contracts in excess of \$10,000.00 shall not be broken down to amounts of less than \$10,000.00 to avoid the requirements of this section.

(b) *Procurements greater than \$10,000.00 but less than \$20,000.00.* Procurements where the total amount to be expended is in excess of \$10,000.00 but which does not exceed \$20,000.00 may be made by the town manager or his/her designee, without the necessity of approval by the town council. A minimum of three (3) price quotations shall be obtained when practicable. Price quotations or refusals to submit a price quotation may be obtained verbally but must be documented in writing. Single purchases or contracts in excess of \$20,000.00 shall not be broken down to amounts of less than \$20,000.00 to avoid the requirements of this section.

(c) *Procurements greater than \$20,000.00.* Procurements where the amount to be expended is in excess of \$20,000.00 shall be approved by the town council. A public invitation to bid shall be prepared and advertised on the town’s website in a manner authorized by law as provided in this code ~~and in a newspaper of general circulation~~. A minimum of three written bids shall be obtained when practicable. Bids, price quotations or refusals to submit a bid or price quotation shall be documented in writing and provided to the town council for review and approval.

In the event a procurement governed by this section is for an indefinite quantity of goods or

services, the goods and services shall be memorialized by a written agreement that shall be no more than a three-year term, with a two-year option at the town council's discretion. All open-ended procurement/service agreements shall state that they shall be terminable without cause upon written notice by the town manager.

(d) *Exception to procurement limitation.* The town manager may procure automobile fuel, legal advertisements and normal utilities including gas, electric and communication services in an amount in excess of \$20,000.00 without the approval of the town council, provided the procurement is consistent with the town budget.

Sec. 5¾-8. Contents and service of notice.

(a) A notice shall include:

- (1) The date and time of issuance.
- (2) The name of the code compliance officer issuing the notice.
- (3) The name and address of the violator.
- (4) The section of the Code that has been violated.
- (5) A brief description of the nature of the violation, including the location, date and time of the violation.
- (6) The amount of the civil penalty for which the violator may be liable if s/he is found in violation.
- (7) The instructions and date for paying the civil penalty or for filing a request for an administrative hearing before a special magistrate to appeal the civil penalty.
- (8) The correction period.
- (9) A statement that each day of continued violation after expiration of the correction period shall be deemed a continuing violation subject to an additional penalty in the same amount without the need for additional notices.
- (10) A statement that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.
- (11) A statement that failure to request an administrative hearing within 20 days after service of the notice shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate, and that such waiver shall constitute an admission of the violation, and that, in such case, an order may be entered against the violator for the amount of the civil penalty.
- (12) A statement that the violator may be liable for the reasonable administrative hearing costs should s/he be found in violation.

(b) Service of the notice to the violator shall be effected either by:

- (1) Certified mail, return receipt requested, provided that if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the town by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subparagraphs (c)(2)a. and b. and by first class mail directed to the addresses furnished to the town with a properly executed proof of mailing or affidavit confirming the first class mailing;
- (2) Hand delivery by the sheriff or other law enforcement officer, code compliance officer or other person designated by the town by:
 - a. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 - b. In the case of commercial premises, leaving the notice with the manager or other person in charge.

(c) In addition to providing service of the notice as set forth above, at the option and discretion of the town manager or his designee, the notice may also be served by publication or posting as follows:

- (1) a. The notice shall be published once during each week for four consecutive weeks (four

publications being sufficient) in a manner authorized by law as provided in this code in a newspaper of general circulation in Miami-Dade County, as specified in F.S. ch. 50.

b. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) a. In lieu of publication as described in paragraph (c)(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist (if any) and the other of which shall be at town hall.

b. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (b).

(d) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (b) (e.g., by affidavit of the code compliance officer), together with proof of publication or posting as provided in subsection (c), shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the alleged violator actually received such notice.

(e) If the owner of property which is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the code compliance officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable correction period before the hearing is held.

Sec. 23-16.1. Moratorium.

(1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose building and zoning moratoria in accordance with the procedures herein established.

(2) *Purpose.* The purpose of this section is to provide a legislative procedure whereby the town can impose a building moratorium whenever it shall be made to appear to the town that it is in the public interest to make a comprehensive determination as to whether existing zoning ordinances applying to a portion of the area of the Town of Bay Harbor Islands are appropriate, and that the said existing zoning ordinances may be detrimental to the said area should they continue to remain applicable and building permits be issued predicated thereon.

(3) Should the town council determine that a building moratorium is reasonably necessary, it shall pass and adopt an ordinance to that effect. The ordinance shall establish the time frame for the building moratorium and direct that no permits be issued within the affected area(s). The ordinance shall also set forth a fixed time within which the town staff shall report back to the town council with their recommendations relating to the appropriate zoning districts and regulations for the affected areas. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area(s). The town council's

determination shall be predicated on a consideration of the comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town.

(4) Any ordinance issued pursuant to this section shall be complied with by all town personnel and shall be effective until reversed, modified or superseded by order of the town council.

(5) Upon the effective date of the moratorium, the moratorium shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the "application") to the town. Once submitted, the application is not subject to the proposed moratorium but will proceed under the rules in place upon the date of submittal.

(6) *Procedure.* When the town council or town manager is considering a zoning or building moratorium the town mayor or vice mayor acting for the town council or the town manager shall instruct the town clerk to call a meeting of the town council to consider the imposition of a moratorium, and the town manager shall further instruct the town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(7) *Effective date.* A moratorium shall commence upon the adoption of an ordinance by the town council after two duly noticed public hearings. Upon adoption by the town council, the moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue the moratorium for a longer period of time, if reasonably necessary.

(8) At the public hearing the town council shall inquire into the propriety of a building moratorium and may reverse, modify or supersede any moratorium order previously issued. The council's determination shall be predicated upon the reasonable necessity for a detailed comprehensive analysis of the area in question and the probability of detriment to the character of the area by the continued application of the existing zoning ordinances.

(9) Should the town manager be unable to report back to the council within the time prescribed by its moratorium order, upon timely request by the town manager and after public hearing on the need therefor, the council may reasonably extend the time limitation. The town manager shall submit his report simultaneously to the council and the zoning and planning board. The zoning and planning board shall make its findings and recommendations after public hearing to the council.

(10) Upon the submission of the zoning and planning board findings and recommendations to the council, the clerk shall call a public hearing thereon before the council at the earliest practicable time, ten days after publication, in a manner authorized by law as provided in this code ~~once in a newspaper of general circulation~~ in the town. After said public hearing the council shall make its determination as to whether the zoning ordinances shall remain the same or shall be changed. Should the council determine that the zoning ordinances shall remain the same, it shall immediately issue its order terminating the building moratorium. Should the council determine that the applicable zoning ordinances should be changed, or new ordinances created, or special exceptions, variances, conditional use permits and the like, altered or revoked, it shall issue its order continuing the building moratorium and shall immediately take the actions required to accomplish the same.

(11) Upon the completion of all zoning changes relating to the affected area, the council shall issue its order terminating the building moratorium.

(12) If any planning study performed by town officials or employees or a specially hired or appointed town agency, indicated the necessity for zoning changes, the provisions hereof may be utilized to restrict the issuance of building permits until such changes have been finally considered by the council.

(13) Any person may make written application to the town council for the issuance of a building moratorium by the council. Such application to the council shall be filed with the town clerk, whose duty it shall be to place the matter before the town council as soon as is reasonably practicable for the council's determination as to whether a public hearing shall be called thereon. The town manager shall be notified by the clerk of the date that the matter is to be considered by the council. The word "person" as used in this subsection includes, but is not limited to, any individual, firm, corporation and governmental entity.

(14) Notwithstanding the issuance of any moratorium order, the town manager may authorize the issuance of building permits for nondeleterious items including, but not limited to, fences, repairs, and the like matters, if he determines that such permit will not affect the outcome of the planning study, and such items are not subject to the approval of any other board or agency of the town.

(15) During the existence of any building moratorium, no applications for variances, special exceptions or zoning district changes, minimum square footage requirement changes, unusual and new uses, modifications or elimination of conditions, restrictions or limitations with the affected area shall be acted upon by any town agency except as provided herein.

(16) *Appeal.* An affected person may appeal the town's adoption of moratorium by filing a notice of appeal with the town manager.

(17) *Vested rights.* A moratorium shall not be applied to the extent that vested rights are established in accordance with article V of this chapter.

Sec. 18-25. Conversion of facilities by town; lien; recording; redemption.

1. If within 60 days after service of the said notice or by physical posting of the notice on the property, or within 30 days of notice by publication in a manner authorized by law as provided in this code ~~in a newspaper~~, as set forth in the preceding subparagraph the required conversion of service facility has not been effected, the town manager shall cause the conversion to be made by the Town of Bay Harbor Islands at the expense of the property owner. The cost of the conversion shall constitute a lien upon the real estate served thereby. Upon ordering a conversion of service facilities to be made by the town, the town manager shall cause to be recorded in the public records a notice of utility service conversion lien pending, which shall include a description of the property and a statement that a conversion has been ordered, the cost of which shall under this section constitute a lien. The notice of pending lien shall, eight months after the date thereof, be null and void and constitute no record notice of a pending lien.

(b) After causing the conversion of service facilities to be done the town manager shall certify to the finance officer the expenses as may have been approved by the appropriate town department, incurred in effecting the conversion and shall include a copy of the notice above described, whereupon such expense shall become payable within 90 days, after which a special assessment lien and charge will be made upon the property which shall be payable in ten equal installments together with costs of recordation of all documents required to be recorded hereby and with interest at the rate of eight percent per annum on the unpaid balance from the date of such certification until paid; provided, however, that the lien may be satisfied at any time by the payment of the entire sum due plus accrued interest, recordation costs, and such expenses and

penalties as may result from the advertisement and sale of certificates for delinquent liens as hereinafter set out. The town clerk shall file for record a notice of such lien in the office of the clerk of the circuit court and shall keep complete records relating to the amount payable thereon. One-tenth of the amount of liens accruing during any year ending on June first, shall be billed and mailed in the fall of the same year to the owners of land subject to such liens at the same time as tax statements for ad valorem taxes are mailed, and if the said amount shall not be paid on or before April first of the following year, the entire lien and all annual installments thereof shall be delinquent, overdue, and in default.

(c) The entire amount of the lien may be foreclosed by the town, or in the alternative may be collected by any other legal means including the advertisement and sale of certificates. Upon full payments of liens provided hereby or through foreclosure on tax sale certificates, the town clerk shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the public records. The cost of recordation of the notice of lien pending, the notice of lien, and the satisfaction of lien shall be secured by the lien hereby provided.

1-15 Other Affected Sections

If any additional sections of the Town Code not specified hereinabove requires public notice of Town action to be published in a newspaper of general circulation, said additional sections shall also be amended to comply with Florida law to permit the option of publication on a publicly accessible website, as set forth herein.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact to amend the Town Code.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Public Notices online
----	-----------------------------------

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 1-2 DEFINING “PUBLICATION” OF PUBLIC NOTICE; AMENDING SECTION 2-21 “NOTICE OF PUBLIC HEARING”; SECTION 18-24 “NOTICE OF PROPERTY OWNER’S FAILURE TO CONVERT FACILITIES”; SECTION 2-1.1 “PROCUREMENT LIMITATIONS; COMPETITIVE BIDDING”; SECTION 5¾-8. “CONTENTS AND SERVICE OF NOTICE”; SECTION 23-16.1 “MORATORIUM”; AND SECTION 18-25 “CONVERSION OF FACILITIES OF THE TOWN CODE; LIEN; RECORDING; REDEMPTION”; AND SIMILAR ORDINANCES OF THE TOWN CODE; IN ORDER TO PROVIDE A DEFINITION OF PUBLICATION AND REMOVE THE REQUIREMENT FOR NEWSPAPER PUBLICATION, PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, CODIFICATION, INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted HB 7049- Legal Notices, amending the legal notice requirements in Chapter 50, Florida Statutes; and

WHEREAS, Cities are now permitted to publish all required legal notices and advertisements on a publicly accessible website as specified in Florida Statutes § 50.0311; and

WHEREAS, the Town has traditionally advertised and published required notices in newspapers of general circulation however, there have been recent cost increases and fewer options available for publication in newspapers; and

WHEREAS, as the number of newspaper subscribers continues to shrink and the Town turns to more responsive and lower cost online notices, including e-news, social media, and the Town’s revised website, the Town wishes to take advantage of the option to publish legal notices on a publicly accessible website and amend the Town Code accordingly; and

WHEREAS, Miami-Dade County has created a County-wide website for legal notices, as required in Florida Statutes, and the Town is able to utilize that website for legal notices; and

WHEREAS, the Town will proceed to publish annual notices in a newspaper of general circulation pointing residents to the Town’s online notices as required in Florida Statutes; and

WHEREAS, the Town estimates that the move to online notifications will result in substantial savings in annual publication costs; and

WHEREAS, in conjunction with this move to online legal advertising the Town will conduct an education campaign so that Town residents and interested parties are aware of the shift to online publication; and

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

SECTION 1. That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof

SECTION 2. That the Town of Bay Harbor Islands Town Code be amended as indicated in the attached Exhibit A¹:

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, that the provisions of this Ordinance shall become and be made part of the Town of Bay Harbor Islands Town Code and that the sections of this “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. If the Town of Bay Harbor Islands Town Code Table of Contents or other referenced portions is affected by these provisions, then changes are approved as a part of this Ordinance.

SECTION 7. This Ordinance shall become effective immediately upon passage.

PASSED on First Reading this 10th day of January, 2024.

PASSED on Second Reading this 21st day of February, 2024.

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, ESQ.

EXHIBIT A

Sec. 1-2 Definitions and Rules of Construction

Publication. The term “publication” or “publish” means to publish a legal notice in accordance with Florida Statutes, Chapter 50. Publication may be achieved by one of the following: publication in a newspaper, on a publicly accessible website as detailed in Chapter 50 Florida Statutes, or in any other manner so authorized by Florida Statutes, Miami-Dade County, or any other relevant authority.

Sec. 2-21. Notice of public hearing.

Within a reasonable time after the filing of a complete application and, in every case where a variance is requested pursuant to this article, before the town council shall consider any application, the town clerk shall cause a notice of public hearing to be published once in a manner authorized by law as provided in this code in a newspaper of general circulation, published in the Town of Bay Harbor Islands or in Miami-Dade County, Florida, at least ten days prior to the date of such hearing. The publication shall indicate the nature and type of variance sought and the specific property involved. In addition to the foregoing, the town clerk shall cause to be delivered individual notices of such application for variance and hearing, in person, or by mail, to the owners of record of all property within 375 feet of the property under consideration; provided, however, that in case of notice by mail, such notice shall be mailed not less than seven days before the date of the hearing. For administrative variances refer to subsection 2-17(B)(f)(4) above.

Sec. 18-24. Notice of property owner’s failure to convert facilities.

- (a) If the town manager determines that a building has not completed conversion to underground utility service facilities as required sections 18-22 or 18-23 above, the manager shall notify the owner of that building in writing and demand that the owner cause the conversion to be made within 60 days of the date of service of the notice. The notice shall be by certified mail and in the manner set forth in subsection (b) herein. In the event that such notice is returned by postal authorities, the manager shall cause a copy of the notice to be served by a law enforcement officer upon the occupant of the land or upon any agent of the owner thereof.
- (b) In the event that personal service upon the occupant of the land or upon any agent of the owner thereof cannot be performed after reasonable search by a law enforcement officer, the notice shall be served by physical posting on the said property, and by publication in a manner authorized by law as provided in this code in a newspaper of general circulation at least twice, seven days between publications, and 30 days before the date the conversion is required. The notice shall be in substantially the following form:

“NOTICE REQUIRING CONVERSION OF UTILITY SERVICE FACILITIES”

Name of Owner

Address of Owner

Our records indicate that you are the owner(s) of the following land in Dade County, Florida: (describe property)

An inspection of this land discloses, and I have found and determined that a building is located thereon which has not converted its (state type of utility) service facilities from overhead to underground service.

You are hereby notified that unless this building converts its (state type of utility) service facility from overhead to underground service within 30 days of personal service upon you of this notice, or of the second publication thereof, the town will proceed to cause the conversion of these facilities and the cost of the work, including advertising costs and all other expenses necessary to complete the conversion will be imposed as a lien on the land if not otherwise paid within 90 days after the conversion has been completed and the cost thereof ascertained by the Town of Bay Harbor Islands.

Town of Bay Harbor Islands, Florida

By:

Town Manager”

Sec. 2-1.1. Procurement limitations; competitive bidding.

Subject to the exceptions enumerated in section 2-1.2, all purchases of or contracts for materials, supplies, equipment, improvements or services (collectively “procurements”) shall be made or entered into in accordance with the provisions of this section.

- (a) *Procurements less than \$10,000.00.* Procurements where the total amount to be expended is not in excess of \$10,000.00 may be made by the town manager or his/her designee without the necessity of approval by the town council and without competitive bidding. Single purchases or contracts in excess of \$10,000.00 shall not be broken down to amounts of less than \$10,000.00 to avoid the requirements of this section.
- (b) *Procurements greater than \$10,000.00 but less than \$20,000.00.* Procurements where the total amount to be expended is in excess of \$10,000.00 but which does not exceed \$20,000.00 may be made by the town manager or his/her designee, without the necessity of approval by the town council. A minimum of three (3) price quotations shall be obtained when practicable. Price quotations or refusals to submit a price quotation may be obtained verbally but must be documented in writing. Single purchases or contracts in excess of \$20,000.00 shall not be broken down to amounts of less than \$20,000.00 to avoid the requirements of this section.
- (c) *Procurements greater than \$20,000.00.* Procurements where the amount to be expended is in excess of \$20,000.00 shall be approved by the town council. A public invitation to bid shall be prepared and advertised on the town’s website in a manner authorized by law as provided in this code and in a newspaper of general circulation. A minimum of three written bids shall be obtained when practicable. Bids, price quotations or refusals to submit a bid or price quotation shall be documented in writing and provided to the town council for review and approval.

In the event a procurement governed by this section is for an indefinite quantity of goods or services, the goods and services shall be memorialized by a written agreement that shall be no more than a three-year term, with a two-year option at the town council's discretion. All open-ended procurement/service agreements shall state that they shall be terminable without cause upon written notice by the town manager.

- (d) *Exception to procurement limitation.* The town manager may procure automobile fuel, legal advertisements and normal utilities including gas, electric and communication services in an amount in excess of \$20,000.00 without the approval of the town council, provided the procurement is consistent with the town budget.

Sec. 5¾-8. Contents and service of notice.

- (a) A notice shall include:

- (1) The date and time of issuance.
- (2) The name of the code compliance officer issuing the notice.
- (3) The name and address of the violator.
- (4) The section of the Code that has been violated.
- (5) A brief description of the nature of the violation, including the location, date and time of the violation.
- (6) The amount of the civil penalty for which the violator may be liable if s/he is found in violation.
- (7) The instructions and date for paying the civil penalty or for filing a request for an administrative hearing before a special magistrate to appeal the civil penalty.
- (8) The correction period.
- (9) A statement that each day of continued violation after expiration of the correction period shall be deemed a continuing violation subject to an additional penalty in the same amount without the need for additional notices.
- (10) A statement that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.
- (11) A statement that failure to request an administrative hearing within 20 days after service of the notice shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate, and that such waiver shall constitute an admission of the violation, and that, in such case, an order may be entered against the violator for the amount of the civil penalty.
- (12) A statement that the violator may be liable for the reasonable administrative hearing costs should s/he be found in violation.

- (b) Service of the notice to the violator shall be effected either by:

- (1) Certified mail, return receipt requested, provided that if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the town by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subparagraphs (c)(2)a. and b. and by first class mail directed to the addresses furnished to the town with a properly executed proof of mailing or affidavit confirming the first class mailing;
- (2) Hand delivery by the sheriff or other law enforcement officer, code compliance officer or other person designated by the town by:
 - a. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 - b. In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (c) In addition to providing service of the notice as set forth above, at the option and discretion of the town manager or his designee, the notice may also be served by publication or posting as follows:
 - (1) a. The notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a manner authorized by law as provided in this code in a newspaper of general circulation in Miami-Dade County, as specified in F.S. ch. 50.
 - b. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.
 - (2) a. In lieu of publication as described in paragraph (c)(1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist (if any) and the other of which shall be at town hall.
 - b. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 - (3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (b).
- (d) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (b) (e.g., by affidavit of the code compliance officer), together with proof of publication or posting as provided in subsection (c), shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the alleged violator actually received such notice.
- (e) If the owner of property which is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
 - (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
- (4) File a notice with the code compliance officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable correction period before the hearing is held.

Sec. 23-16.1. Moratorium.

- (1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose building and zoning moratoria in accordance with the procedures herein established.
- (2) *Purpose.* The purpose of this section is to provide a legislative procedure whereby the town can impose a building moratorium whenever it shall be made to appear to the town that it is in the public interest to make a comprehensive determination as to whether existing zoning ordinances applying to a portion of the area of the Town of Bay Harbor Islands are appropriate, and that the said existing zoning ordinances may be detrimental to the said area should they continue to remain applicable and building permits be issued predicated thereon.
- (3) Should the town council determine that a building moratorium is reasonably necessary, it shall pass and adopt an ordinance to that effect. The ordinance shall establish the time frame for the building moratorium and direct that no permits be issued within the affected area(s). The ordinance shall also set forth a fixed time within which the town staff shall report back to the town council with their recommendations relating to the appropriate zoning districts and regulations for the affected areas. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area(s). The town council's determination shall be predicated on a consideration of the comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town.
- (4) Any ordinance issued pursuant to this section shall be complied with by all town personnel and shall be effective until reversed, modified or superseded by order of the town council.

- (5) Upon the effective date of the moratorium, the moratorium shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the “application”) to the town. Once submitted, the application is not subject to the proposed moratorium but will proceed under the rules in place upon the date of submittal.
- (6) *Procedure.* When the town council or town manager is considering a zoning or building moratorium the town mayor or vice mayor acting for the town council or the town manager shall instruct the town clerk to call a meeting of the town council to consider the imposition of a moratorium, and the town manager shall further instruct the town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.
- (7) *Effective date.* A moratorium shall commence upon the adoption of an ordinance by the town council after two duly noticed public hearings. Upon adoption by the town council, the moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue the moratorium for a longer period of time, if reasonably necessary.
- (8) At the public hearing the town council shall inquire into the propriety of a building moratorium and may reverse, modify or supersede any moratorium order previously issued. The council’s determination shall be predicated upon the reasonable necessity for a detailed comprehensive analysis of the area in question and the probability of detriment to the character of the area by the continued application of the existing zoning ordinances.
- (9) Should the town manager be unable to report back to the council within the time prescribed by its moratorium order, upon timely request by the town manager and after public hearing on the need therefor, the council may reasonably extend the time limitation. The town manager shall submit his report simultaneously to the council and the zoning and planning board. The zoning and planning board shall make its findings and recommendations after public hearing to the council.
- (10) Upon the submission of the zoning and planning board findings and recommendations to the council, the clerk shall call a public hearing thereon before the council at the earliest practicable time, ten days after publication, in a manner authorized by law as provided in this code ~~once in a newspaper of general circulation~~ in the town. After said public hearing the council shall make its determination as to whether the zoning ordinances shall remain the same or shall be changed. Should the council determine that the zoning ordinances shall remain the same, it shall immediately issue its order terminating the building moratorium. Should the council determine that the applicable zoning ordinances should be changed, or new ordinances created, or special exceptions, variances, conditional use permits and the like, altered or revoked, it shall issue its order continuing the building moratorium and shall immediately take the actions required to accomplish the same.
- (11) Upon the completion of all zoning changes relating to the affected area, the council shall issue its order terminating the building moratorium.

- (12) If any planning study performed by town officials or employees or a specially hired or appointed town agency, indicated the necessity for zoning changes, the provisions hereof may be utilized to restrict the issuance of building permits until such changes have been finally considered by the council.
- (13) Any person may make written application to the town council for the issuance of a building moratorium by the council. Such application to the council shall be filed with the town clerk, whose duty it shall be to place the matter before the town council as soon as is reasonably practicable for the council's determination as to whether a public hearing shall be called thereon. The town manager shall be notified by the clerk of the date that the matter is to be considered by the council. The word "person" as used in this subsection includes, but is not limited to, any individual, firm, corporation and governmental entity.
- (14) Notwithstanding the issuance of any moratorium order, the town manager may authorize the issuance of building permits for nondeleterious items including, but not limited to, fences, repairs, and the like matters, if he determines that such permit will not affect the outcome of the planning study, and such items are not subject to the approval of any other board or agency of the town.
- (15) During the existence of any building moratorium, no applications for variances, special exceptions or zoning district changes, minimum square footage requirement changes, unusual and new uses, modifications or elimination of conditions, restrictions or limitations with the affected area shall be acted upon by any town agency except as provided herein.
- (16) *Appeal.* An affected person may appeal the town's adoption of moratorium by filing a notice of appeal with the town manager.
- (17) *Vested rights.* A moratorium shall not be applied to the extent that vested rights are established in accordance with article V of this chapter.

Sec. 18-25. Conversion of facilities by town; lien; recording; redemption.

- (a) If within 60 days after service of the said notice or by physical posting of the notice on the property, or within 30 days of notice by publication in a manner authorized by law as provided in this code ~~in a newspaper~~, as set forth in the preceding subparagraph the required conversion of service facility has not been effected, the town manager shall cause the conversion to be made by the Town of Bay Harbor Islands at the expense of the property owner. The cost of the conversion shall constitute a lien upon the real estate served thereby. Upon ordering a conversion of service facilities to be made by the town, the town manager shall cause to be recorded in the public records a notice of utility service conversion lien pending, which shall include a description of the property and a statement that a conversion has been ordered, the cost of which shall under this section constitute a lien. The notice of pending lien shall, eight months after the date thereof, be null and void and constitute no record notice of a pending lien.

- (b) After causing the conversion of service facilities to be done the town manager shall certify to the finance officer the expenses as may have been approved by the appropriate town department, incurred in effecting the conversion and shall include a copy of the notice above described, whereupon such expense shall become payable within 90 days, after which a special assessment lien and charge will be made upon the property which shall be payable in ten equal installments together with costs of recordation of all documents required to be recorded hereby and with interest at the rate of eight percent per annum on the unpaid balance from the date of such certification until paid; provided, however, that the lien may be satisfied at any time by the payment of the entire sum due plus accrued interest, recordation costs, and such expenses and penalties as may result from the advertisement and sale of certificates for delinquent liens as hereinafter set out. The town clerk shall file for record a notice of such lien in the office of the clerk of the circuit court and shall keep complete records relating to the amount payable thereon. One-tenth of the amount of liens accruing during any year ending on June first, shall be billed and mailed in the fall of the same year to the owners of land subject to such liens at the same time as tax statements for ad valorem taxes are mailed, and if the said amount shall not be paid on or before April first of the following year, the entire lien and all annual installments thereof shall be delinquent, overdue, and in default.
- (c) The entire amount of the lien may be foreclosed by the town, or in the alternative may be collected by any other legal means including the advertisement and sale of certificates. Upon full payments of liens provided hereby or through foreclosure on tax sale certificates, the town clerk shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the public records. The cost of recordation of the notice of lien pending, the notice of lien, and the satisfaction of lien shall be secured by the lien hereby provided.

Sec. 1-15 Other Affected Sections

If any additional sections of the Town Code not specified hereinabove requires public notice of Town action to be published in a newspaper of general circulation, said additional sections shall also be amended to comply with Florida law to permit the option of publication on a publicly accessible website, as set forth herein.

¹ Deletions are indicated by ~~striketrough~~. Insertions are indicated by underline.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 22.

ITEM: Consideration and Approval of an ordinance on second reading amending the Town Code of Ordinances by adding a section to be numbered 14-18, entitled "Hate Crimes". Sponsored by Council Members Isaac Salver and Stephanie Bruder. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

An ordinance of the Town Council of the Town of Bay Harbor Islands, Florida, amending the Town Code of Ordinances by adding a section to be numbered 14-18, entitled "Hate Crimes".

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	TBHI Ordinance - Hate Crimes(56784530.2)
----	--

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY ADDING A SECTION TO BE NUMBERED 14-18, ENTITLED “HATE CRIMES - CONSIDERATION OF EVIDENCE OF PREJUDICE WHILE COMMITTING OFFENSE”; 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 of Bay Harbor Islands will not tolerate discrimination within its jurisdiction; and

WHEREAS, the State of Florida and the federal government both have Hate Crimes laws; in Florida, these statutes are FL ST § 775.085 and FL ST § 775.0863; and

WHEREAS, hate crimes laws do not target individuals who commit crimes based on their speech, but rather those who violate existing laws based on prejudice. They do so by increasing the penalty for existing criminal law violations; and

WHEREAS, hate crimes target victims simply for who they are. In these crimes, violence is not used as a means for victim compliance. Rather, inflicting maximum violence is the goal. All that matters to the assailant is that the victim appears to be of a particular race, religion, or other group. Because hate crime victims are interchangeable and random, these crimes terrorize the entire victim’s community and often lead to similarly terrorizing retaliatory hate crimes against the perpetrator’s community. So hate crime laws, which increase sentences for criminals who commit them, are a way for society to recognize that these crimes strike special fear within victimized groups, fragment communities, and tear at the very fabric of our democratic way of life; and

WHEREAS, hate crime laws do not punish thought or speech. Americans are free to believe and say whatever they want. Hate crime laws only punish criminal acts, such as aggravated assault or vandalism. Just like any criminal case, hate crime laws require the underlying criminal act and bias motive to be proven with evidence beyond a reasonable doubt.

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

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

Section 2: The Code of Ordinances of Bay Harbor Islands, Florida, is hereby amended by adding a Section to be numbered 14-18, which said section reads as follows, to assist the Town Police Department in enforcing state and federal law against hate crimes, including anti-Semitism.

Sec. 14-18 Hate Crimes - Consideration Of Evidence Of Prejudice While Committing Offense

For purposes of this section, the term Hate Crimes shall be defined as the commission of such felony or misdemeanor offenses, where the perpetrator evidences prejudice based on the race, color, creed, ancestry, ethnicity, religion, gender, gender identity, sexual orientation, national origin, homeless status, advanced age, or mental or physical disability of the victim.

In investigating whether there has been a violation of law, the Bay Harbor Islands Police Department shall take into consideration the definition set forth above, consistent with the federal and state statutes prohibiting hate crimes. The investigation shall attempt to ascertain whether any offense demonstrates evidence that the actions of the perpetrator show evidence of commission of a hate crime.

Nothing in this section may be construed to diminish or infringe upon any right protected under the First Amendment to the Constitution of the United States, or the State of Florida's Constitution.

Nothing in this section may be construed to conflict with Federal or State discrimination laws.

Section 3. Conflict. All ordinances or portions of the Code of Ordinances of the Town of Bay Harbor Islands in conflict with the provisions of this ordinance shall be repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Codification. It is the intention of the Town Council that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention the words “ordinance” or “section” may be changed to other appropriate words.

Section 6. Effective date. This Ordinance shall take effect immediately upon adoption.

PASSED on First Reading this 10th day of January 2024.

PASSED on Second Reading this 21st day of February 2024.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON,
CMC TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 23.

ITEM: Consideration and Approval of an ordinance on first reading amending Section 5 3/4-16 of the Town Code of Ordinances to change the name of the Litigation Committee to Mitigation Committee.

Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

The proposed amendment to the Town Code seeks to change the Litigation Committee to Mitigation Committee to more accurately represent the function of the committee in mitigating fines imposed by the Special Magistrate.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Litigation Committe change to Mitigation Committee
----	--

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 5 ¾-16 OF THE TOWN CODE RENAMING THE LITIGATION COMMITTEE TO THE “MITIGATION COMMITTEE”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Town Charter authorizes the Town Council to create Boards and Committees; and

WHEREAS, Section 5 ¾-16 of the Town Code of Ordinances established the Litigation Committee with the authority to settle or otherwise resolve violations of the Town Code and the penalties arising thereunder; and

WHEREAS, the Town Council desires to change the name of the Litigation Committee to the Mitigation Committee to more accurately represent the matters that the committee considers in mitigating fines imposed by the Special Magistrate; and

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

Section 2. Town Code Amended. That Section 5 ¾ - 16 of the Code of Ordinances of the Town of Bay Harbor Islands is hereby amended to rename the Litigation Committee to the Mitigation Committee. New Language is indicated by underlining and deleted language by ~~striethrough~~.

Sec. 5 3/4-16. ~~Litigation Committee.~~ Mitigation Committee

The Town shall have a ~~Litigation Committee~~ Mitigation Committee, consisting of three Town Council members, to be appointed by a majority vote of the Town Council from time to time. Notwithstanding any of the foregoing sections of this chapter, the Town's ~~Litigation Committee~~ and Mitigation Committee shall have the authority at all times to settle or otherwise resolve violations of the Town Code and the penalties arising thereunder. However, if the Town's ~~Litigation Committee~~ Mitigation Committee votes that a penalty or fine be mitigated in an amount greater than \$75,000.00, then such mitigation shall not be final, but shall be submitted to the full Town Council for ratification and approval.

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 immediately upon its adoption on second reading.

PASSED on First Reading this 21st day of February 2024.

PASSED AND ADOPTED on Second Reading this ____ day of ____ 2024.

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, ESQ.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 24.

ITEM: Consideration and Approval of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Vice Mayor Fuller and Council Member Stephanie Bruder. Enclosed is the proposed ordinance.

DESCRIPTION:

The proposed ordinance seeks to amend Section 23-12 of the Town Code to permit padel ball court among the list of outdoor recreational game court facilities allowed in the Town. It modifies fencing regulations regarding height and location, screening to mitigate noise, and prohibits pickleball courts and use of any court facility for pickleball.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	2-16-2024 - Padel Ball - BHI LDR Rev Recreational Ct Draft #2 Ord Sept 11 2023_BRFLT Rev3 no comments (002) (004)
2.	BHI TC Staff Report Rec Game Court Rev Nov 3 2023
3.	Padel court dimensions and concept images 6.14.2023
4.	Residential Padel Court

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE BY AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS; AMENDING SECTION 23-12(26) RELATED TO OUTDOOR RECREATIONAL GAME COURT FACILITIES TO CLARIFY AND EXPAND THE TYPES OF GAME COURT FACILITIES ALLOWED AND TO MODIFY FENCING ALLOWANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town retains the services of urban planning professionals to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, in 2009 the Town Council adopted land development regulations for outdoor recreational game court facilities such as tennis courts, racquetball, handball, basketball, shuffleboard, children's multi-purpose and similar facilities; and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify those land development regulations to address other types of courts; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-12(26) entitled Outdoor Recreational Game Court Facilities to modify certain provisions related to the types of game courts allowed and modify the applicable fencing allowances for certain types of court facilities, as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands’ Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

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

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

PASSED on First Reading this ____ day of _____, 2024.

PASSED on Second Reading this ____ day of _____, 2024.

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, ESQ.

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

Sec. 23-12. General Provisions

- (26) *Outdoor recreational game court facilities.* The following regulations shall apply to all recreational game court facilities, including but not limited to tennis, ~~padel ball~~, racquetball, handball, basketball, shuffleboard, children's multipurpose and similar facilities, or any combination thereof, except that pickleball courts and use of any court facility for pickleball is expressly prohibited in the entire Town:

a) In the RD district the only outdoor recreational game court facilities permitted are tennis, ~~padel ball~~, basketball and/or children's multipurpose facilities. Such facilities may be approved by the town subject to site plan approval by the design review board, except for a permanent or portable basketball pole installed in accordance with the provisions listed herein.

b) In all other zoning districts any individual or combination of recreational game court facilities may be approved by the town subject to site plan approval by the design review board.

Tennis and ~~padel ball~~ courts.

- i) ~~Fencing and Screening.~~ *Fencing and Screening.* The maximum height allowed for a tennis court fence shall be ten feet. For ~~padel ball~~ courts, the fence height at the narrow ends of the court may be extended up to 4 meters (13'-1.5") to meet International Padel Federation (FIP) league guidelines. Any such chain-link tennis or ~~padel ball~~ court fencing shall be clad with either black or green vinyl on all posts and fence surfaces. Notwithstanding the above, for ~~padel ball~~ courts only, the fencing does not require cladding and the narrow ends and sides near the narrow ends of the court may be clear glass or equivalent to meet FIP league guidelines. Any court netting provided must be either black or dark green colored (no bright colors). Any fencing over five feet in height must be placed so as to comply with the minimum setback requirements within the district in which the tennis court or ~~padel ball~~ court is proposed.

- ~~ii) #i) —~~ *Playing surface location.* Within the RD district the playing surface of a tennis or ~~padel ball~~ court may not be placed within 25 feet of a property line abutting a street or ten feet to either an interior side or rear property line. Within any other zoning district, the playing surface of a tennis court may not be placed within the minimum base setback for the district in which the facility is proposed. The town council may consider variations to the above criteria for odd-shaped lots, corner lots or other special instances on a case-by-case basis through the submission of a variance

application.

~~iii)~~ iii) *Hours of operation.* The hours of operation of a tennis or ~~padel ball~~ court shall be between the hours of 9:00 a.m. and 10:00 p.m. during all days of the week. If any accessory lighting is provided the light fixtures shall only be operated when the court is actively used and shall not be illuminated outside of the hours of play specified herein. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate in the specified time period listed herein. The town manager may authorize the temporary use of a tennis or ~~padel ball~~ court and/or lighting for special occasions outside of the times listed herein on a case-by-case basis after a written request to do so is submitted to the town and approved by the town in writing.

~~iv)~~ iv) *Lighting.* If any accessory lighting is provided, the lighting fixtures shall not produce more than one-half foot-candle at any property line nor more than 75 foot-candles overall. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate within the specified time period listed herein. The color of any lighting fixture or pole shall match the fence color. No portion of an exterior lighting fixture may exceed ten feet in a required yard area nor a maximum of 18.5 feet in height in the RD district nor more than 25 feet in any other zoning district and shall be aimed and/or provided with cutoffs so that the light source is directed to the outdoor recreational play court facility so as to minimize negative impacts to adjoining properties.

~~iii)v)~~ v) *Screening requirements.* Sufficient landscaping (trees and/or hedges) shall be approved as part of the site plan, installed when the facility is constructed, and maintained to opaquely screen the fence and all activities from view from outside the property from ground level and to help mitigate noise. The hedges used for landscaping screening shall be at least six feet in height at the time of planting and equal to and maintained at the height of the fence or equivalent line of site from outside the property when viewed from ground level within one year of the installation, unless otherwise fully screened from view by other structures. Tree heights shall comply with the minimum criteria in Sec. 24-16.

vi) *Miscellaneous requirements.*

1) No portion of an exterior wall surface, except the narrow ends of padel ball courts only, shall be used for a backboard or rebound wall or structure.

2) If multiple platted lots, or portions thereof, are required to allow for the principal structure as well as any accessory uses and structures,

including recreational game courts, a unity of title declaration acceptable to the town attorney shall be provided and recorded in the public records prior to the issuance of building permits. This provision shall not be interpreted to prohibit a freestanding recreational game court as a principal use, provided the lands upon which the recreational game court is proposed are adequate "as is" to accommodate the use (i.e. setbacks / screening) or a unity of title declaration acceptable to the town attorney is provided and recorded in the public records prior to the issuance of building permits.

3) In determining the percentage of coverage of a lot by buildings the area of a recreational game court shall not be provided in such computation. Notwithstanding the above, sufficient drainage shall be provided on-site so as not to negatively affect adjoining properties or public roads.

4) Any recreational game court facilities constructed on the rooftop of a principal or accessory structure shall comply with the provisions contained in subsection (25).

Basketball.

- i) Outdoor basketball poles,

(No changes proposed)

Other game court facilities.

- ~~ii)~~i) No other type of outdoor recreational game court facilities

(No changes proposed)

Nonconforming pre-existing game court facilities. As to any outdoor recreational game court facilities that existed as of the date this subsection was adopted (November 9th, 2009)

(No changes proposed)

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Yvonne P. Hamilton, CMC - Town Clerk
Joseph S. Geller, Town Attorney

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

Date: October 4th, 2023 / Updated November 3rd, 2023

Subject: Town of Bay Harbor Islands
Proposed Land Development Code Amendments
Outdoor Recreational Game Courts (Add Padel Ball Courts)
MMPA Acct. No. 01-0702-0500

RECOMMENDATION:

MMPA recommends the Town Council review this staff report, the attached latest revised draft Ordinance (10/27/23) and the attached table summarizing the regulations of similar municipalities in Miami-Dade, Broward and Palm Beach Counties which specifically address the allowance, construction and operation of accessory recreational game courts in single-family Zoning Districts. Prior to 2009 the Town did not have any Code requirements. Prior to 2009 the Town reviewed / approved individual variances to allow tennis courts in the single-family areas.

ISSUE:

Recently the Town received a request from a resident to allow for the installation of a so-called "Padel court" which is a slightly smaller version of a tennis court as an accessory use / structure to a single-family home located in the Town's RD - Single Family Zoning District. The fencing surrounding such facilities is apparently somewhat different than a standard tennis court (clear glass / similar at the ends and shorter segments along the sides near the ends of a court vs. chain-link fencing) and the fence height at the ends of the court must be somewhat taller at 4 meters (13'-1.5") to meet the FIP league criteria (Town Code limit is now 10 feet). The Town has also received a few inquiries about pickleball courts (smaller courts / solid paddles & solid hard balls resulting in noisier use). While popular, some communities are more severely regulating pickleball court locations and hours of operation. As reported in the news, these uses are commonly restricted more to HOA recreational complexes or larger governmental parks.

Town of Bay Harbor Islands

Outdoor Recreational Game Courts (Add Padel Courts / Prohibit Pickleball / Misc.)

October 4th, 2023 / Updated November 3rd, 2023

Page 2

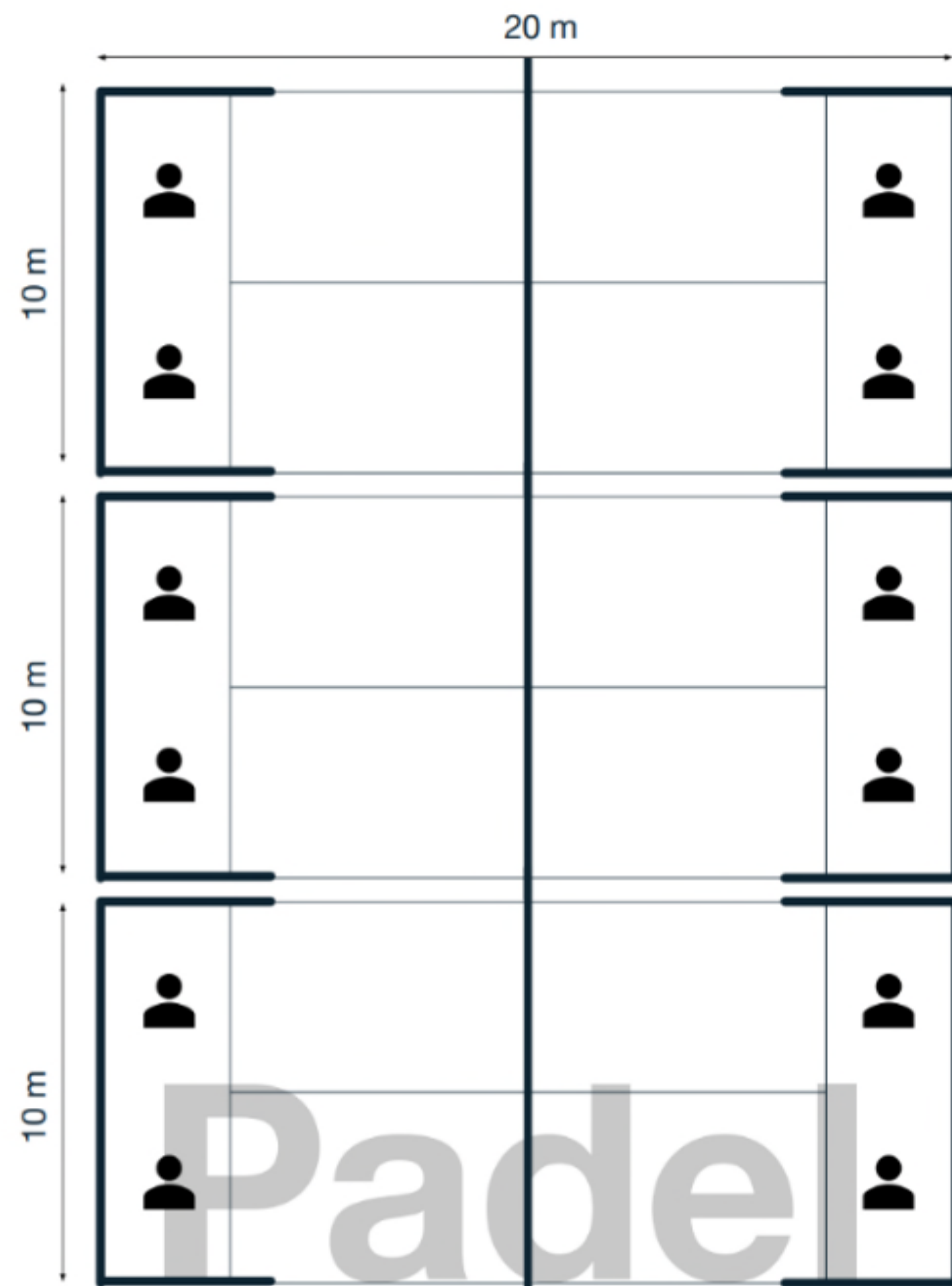
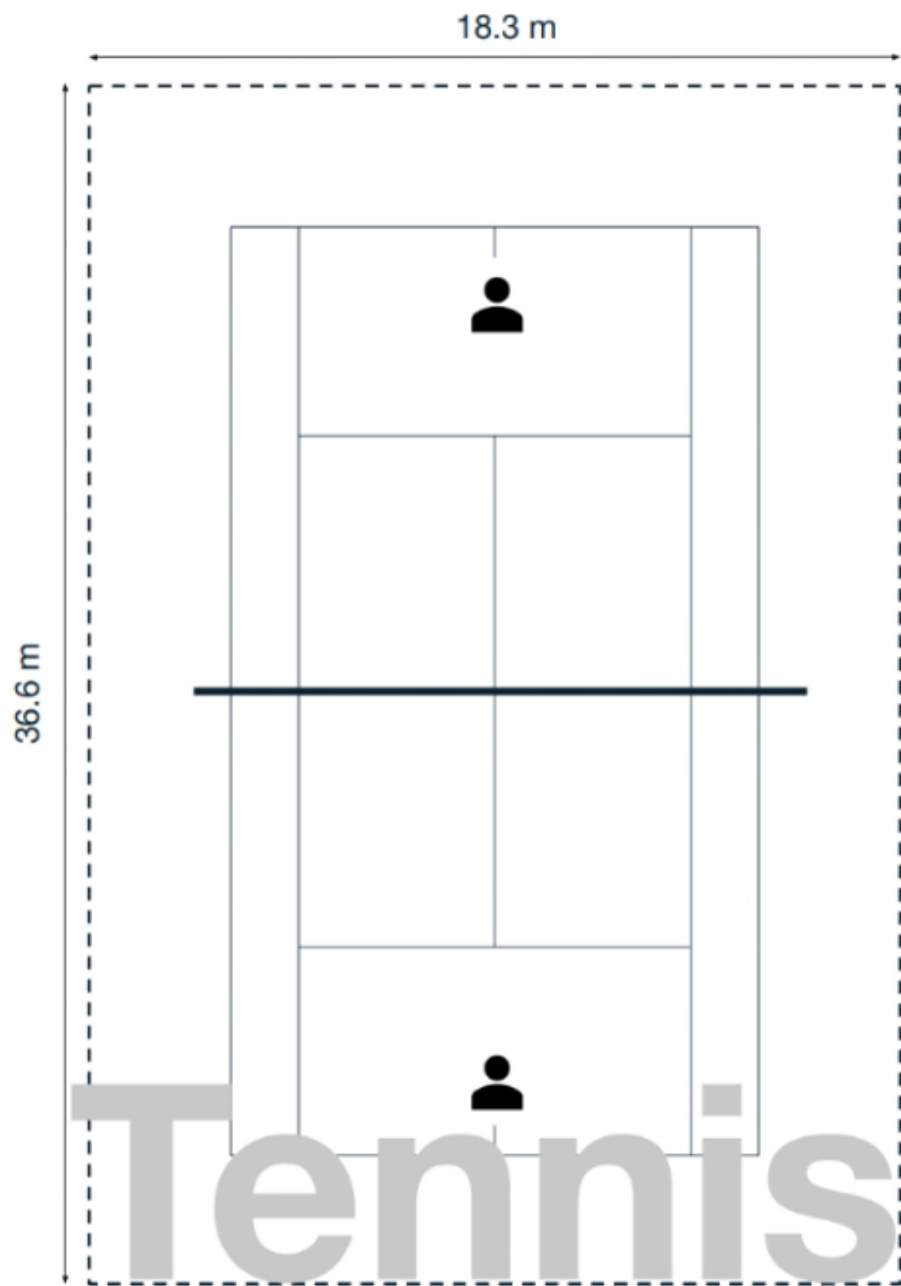
As requested by the Town, MMPA prepared a draft Ordinance and research table (for original 2009 Code) which summarizes the zoning regulations of seven (7) municipalities located in Miami-Dade, Broward and Palm Beach Counties which specifically address the construction and operation of tennis / other courts in single-family areas. MMPA's research was not limited to these cities; however, of the cities researched these were the only municipalities which had adopted regulations specifically addressing the construction of tennis / other courts in single-family areas. The initial draft Ordinance was presented at the August 8th, 2023 Town Council meeting but the motion to move forward on 1st reading failed 1-6 so the matter died. The Town was informed by the law firm representing the landowners that typically the chain-link fences surrounding "Padel ball courts" (other than the glass ends) are not clad (black / green plastic) as the Town normally requires for this type of fencing for aesthetic reasons. It is not clear if this is a FIP "rule" or just common – MMPA recommends all chain-link fencing be clad for aesthetics.

In early September 2023 MMPA was approached by VM Fuller and received an email copy from CM Bruder to bring the matter back but delete "Pickleball" but allow "Padel" and try to further study / address screening and noise. On September 11th, 2023 MMPA forwarded a new draft Ordinance to the Town's administrative staff for review and comment. We understand a few of the councilmembers traveled to some local park facilities that had "Padel" courts to see them in person / observe operations. Based on that research, and urged by the law firm (Bercow) that represents the landowners seeking to install a "padel court", further research was done and several modifications to the earlier draft Ordinances was proffered by attorney Matt Amster. It is my understanding the latest draft Ordinance submitted by Mr. Amster (Oct. 27th, 2023) has been found generally acceptable to bring forward for consideration. MMPA reviewed the draft Oct. 27th, 2023 Ordinance and discovered some unintended Code section numbering errors occurred in the computer drafting – we cleaned this up (no text changes) to match the current Code section numbering.

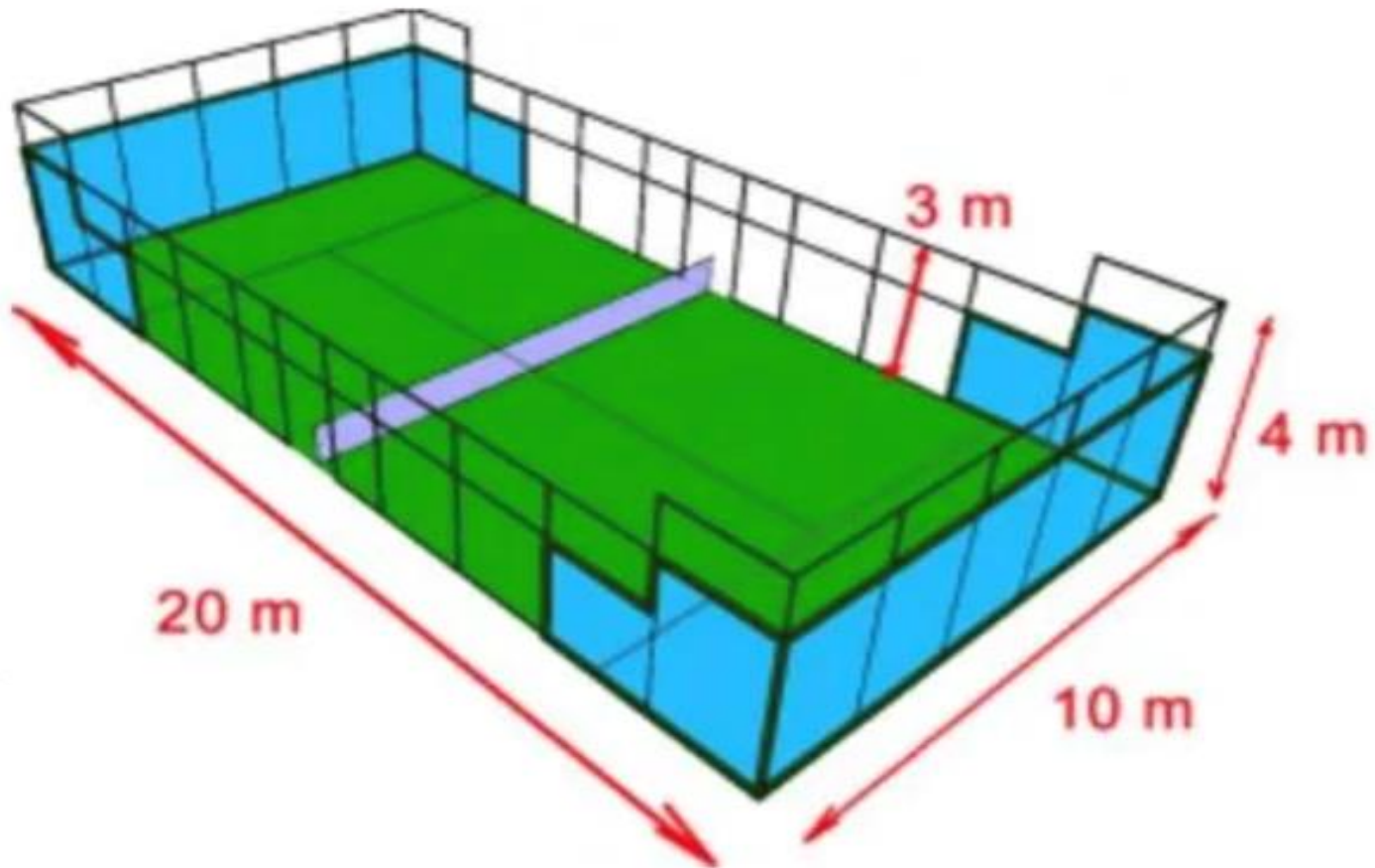
Again, recreational game courts are not a small physical improvement, as they take up a great deal of land area and they can create impacts on drainage / stormwater, not to mention noise and light impacts to neighbors. This is why adequate setbacks, screening, lighting, and operational hours are important to consider.

As requested, MMPA did some research and analyzed the setback / buffering issues again. I feel the setbacks could be the same for either Tennis or Padel courts (25' street / 10' sides & rear) as it has been for many years for tennis courts. Since a Tennis court is much larger than a Padel court there should be much less of a footprint and easily meet the larger setbacks. A Tennis court itself (striped area) is 78' long x 36' wide but with the out of bounds area such courts are typically 120' long x 60' wide. A Padel court itself is 66' long x 33' wide but with the out of bounds area such courts are typically 70' long x 37' wide. According to the information we researched the balls used for either sport is the same, but the Padel racquets are apparently a solid composite material with perforations (holes) – not strings like a tennis racquet – so there could be more noise. As requested by VM Fuller the latest revised Code text now expressly prohibits "Pickleball" courts / activity townwide and improved screening language was added. As requested by CM Bruder we added a requirement for a fabric visual screen for the court fencing and expanded on the hedges. The hours of operation & lights stayed the same.

Hopefully between Mr. Amster / Town staff / MMPA we revised the latest draft to include what the Town Council members want – easy to modify. See the attached revised draft Ordinance.



Padel Court Dimensions



 Turf on court surface

 Glass walls (3 m tall)

Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Padel Court
At 1260-1270 98 Street



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



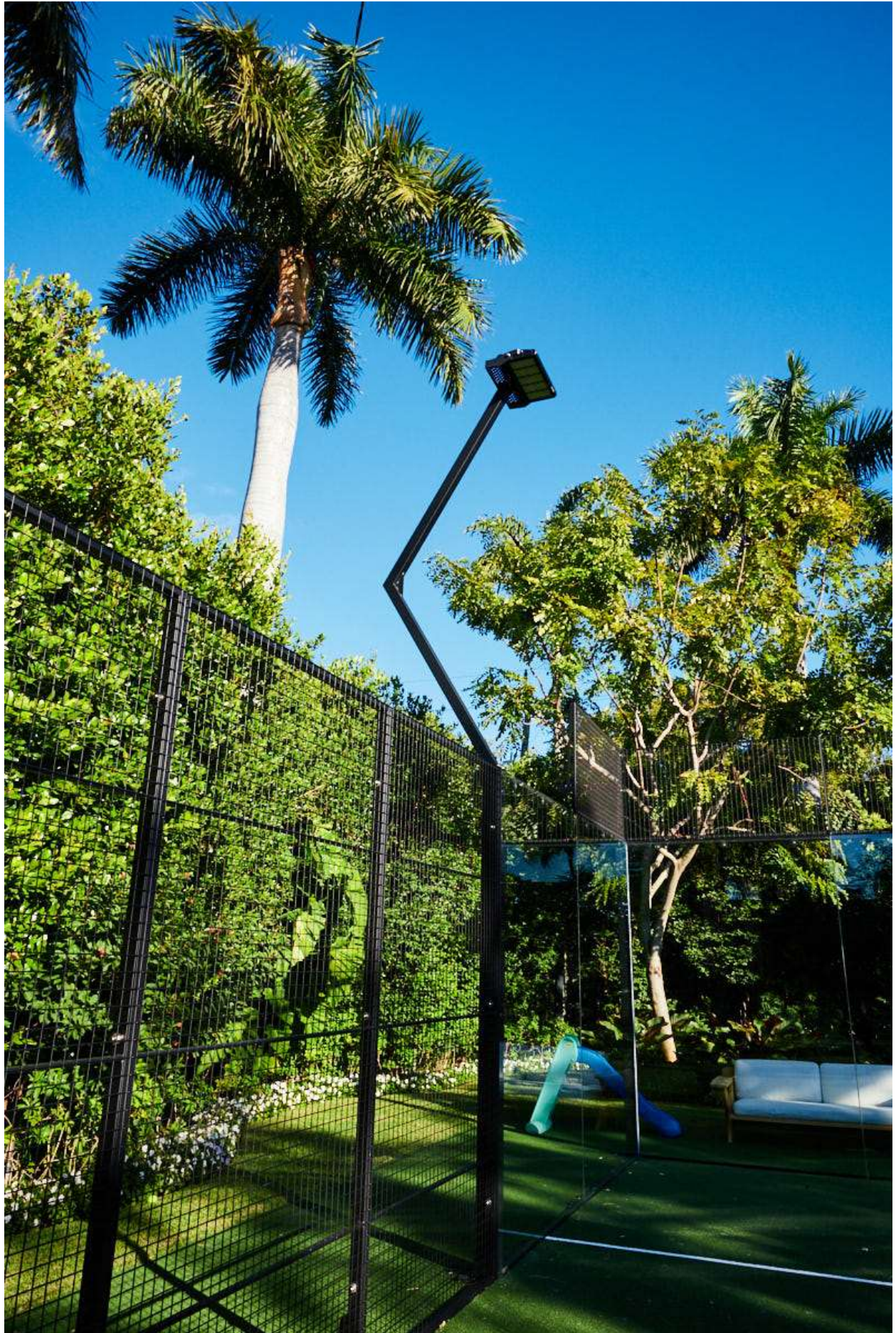
Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



Residential Padel Court



AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 25.

ITEM: Consideration and Approval of an ordinance on first reading amending Sections 5-20 and 5-23 of the Town Code regarding the contents of preliminary site development plans. Sponsored by Council Member Teri D'Amico. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The ordinance seeks to amend Sections 5-20 and 5-23 of the Town Code by increasing the requirements for submitting preliminary plans in connection with site plan approvals, in regards to several different categories.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

There is no financial impact to prepare the ordinance.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI Ordinance Teri D'Amico site plan with Ex A(56852470.1)
2.	BHI Draft Ord Text Town Site Plan Req Jan 2 2024 (002)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION, ARTICLE I, SECTION 5-20. ENTITLED "CONTENTS OF PRELIMINARY PLAN, PENALTY FOR NONCOMPLIANCE", SEC. 5-21. ENTITLED "DEFINITION OF "FINAL WORKING PLANS"", SEC. 5-22. ENTITLED "PRELIMINARY PLAN APPROVAL PRIOR TO SUBMISSION OF FINAL WORKING PLANS", AND SEC. 5-23. ENTITLED "TIME FOR SUBMITTING FINAL WORKING PLANS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Article I, Section 5-20. Entitled “Contents of Preliminary Plan, Penalty for Noncompliance”, Sec. 5-21. Entitled “Definition of “Final Working Plans””, Sec. 5-22. Entitled “Preliminary Plan Approval Prior to Submission of Final Working Plans” and Sec. 5-23. Entitled “Time For Submitting Final Working Plans” to modify provisions related to site plan exemptions as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4: 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: 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 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2024.

PASSED on Second Reading this ____ day of _____, 2024.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT “A”

**The Town of Bay Harbor Islands, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 5

BUILDINGS AND CONSTRUCTION

Sec. 5-20. - Contents of preliminary plan.

For the purposes of this article, preliminary plans for a building shall consist of the following:

- (a) An artist's or architect's colored drawings of all sides of the structure as completed.
- (b) A landscape architect's colored drawings of the landscaping on all sides.
- (c) An architect's drawing of the parking area showing the parking spaces and a plot / site plan including the proposed layout of buildings, driveway and parking areas, pedestrian walkways, amenities, setback areas and other improvements.
- (d) An architect's plans of representative floors of a multifamily building designating typical apartment layouts, or of the entire single-family unit. As to commercial buildings, representative floor plans with proposed leasable bays, common areas, elevators and stairs, and mechanical equipment areas must be provided.
- (e) A description and samples of all materials to be used.
- (f) An architect's official computation of the lot coverage of the proposed structure in conformance with town ordinances.
- (g) A series of colored aerial photographic representations (i.e., front/rear/sides) of the subject site with the proposed site improvements superimposed onto the subject site illustrating how the new proposed project relates to neighboring properties (scale/compatibility).
- (h) Color renderings. A series of colored graphic architectural representations (i.e., front/sides/rear) illustrating how the new proposed project relates to neighboring properties.
- (i) Submittal of an impact analysis report (IAR) demonstrating compliance with the adopted concurrency Level of Service (LOS) requirements listed in subsection [11-8.4](#) of the Town's Code of Ordinances. The applicant shall pay for cost of preparing the IAR and be responsible for the town's cost of reviewing and processing said report, including town staff and outside consultants deemed necessary by the town.

(j) Traffic impact analysis. As part of the impact analysis report (IAR) each application, unless specifically exempted, shall provide an estimate of the expected vehicular trips to be generated by the new development. The analysis shall include estimates for average daily trips, a.m. peak hour trips, and p.m. peak hour trips. If a previous land development project existed on the site, the analysis shall include a comparison of the trips generated by the previous development and new development noting the estimated increase or decrease in trips. If deemed necessary by the town manager for a major development project, based on the quantity of expected trip counts or expected neighborhood impacts, the town may require a full-scale traffic study, the contents of which shall comply with the minimum criteria on file with the town. Such full-scale traffic study shall be prepared by a consulting engineer retained by the town, at the applicant's full expense.

(k) Preliminary building elevations showing the front, rear and sides of all building(s) and structures.

(l) Cross sections through the building(s) at periodic locations depicting the proposed building exterior, floors, parking areas, roof area, and foundation.

m) Preliminary civil engineering plans and calculations, including potable water and sanitary sewer facilities (proposed meter & pipe connection locations and sizes), drainage & stormwater facilities (soil analysis / calculations / design), solid waste, and other infrastructure to serve the development. The site design must demonstrate compliance with current flood regulations contained in the Florida Building Code (FBC), by the Federal Emergency Management Agency (FEMA), National Flood Insurance Program (NFIP), Miami-Dade Public Works Manual, and Chapter 7½ of the Bay Harbor Code. The submittal information must include at a minimum: a complete flood legend, proposed finished floor elevations for all enclosures and garage / parking areas, proposed elevations of mechanical equipment, FEMA flood zone(s), NFIP Flood Insurance Rate Map (FIRM) panel number, Base Flood Elevation (BFE), Design Flood Elevation (DFE), highest and lowest crown of road adjoining the site, and highest and lowest adjacent grades.

(n) In addition to the above requirements, the Town shall prepare, maintain, and make available an administrative site development plan application form and more detailed checklist of required additional requirements.

(o) Notwithstanding the above requirements, for minor revisions to existing or previously approved developments that do not substantially alter or affect a design, as determined by the Town Building Official or other designated staff, such as exterior façade & material alterations, accessory structures that require Design Review Board approval (arbors, cabanas, gazebos, pergolas, trellis, and similar), recreational court facilities, driveways and walkways, garage enclosures, patios & terraces, swimming pools & decking, and other items prior to the Town issuing building permits, the designated Town staff may alter or waive the above submittal requirements based on non-applicability and cost.

Sec. 5-21. - Definition of "final working plans."

For the purposes of this article, "final working plans" are those plans together with specifications which meet all requirements of the building code for the issuance of a building permit.

Sec. 5-22. - Preliminary plan approval prior to submission of final working plans.

Preliminary plans must be approved by the design review board prior to the submission of final working plans of any building.

Sec. 5-23. - Time for submitting final working plans.

Final working plans must be submitted to the town manager within 365 days of the approval of the preliminary plans. If not submitted within that time, the approval of the preliminary plans is automatically vacated. The town manager may extend the 365-day period for no more than 180 days. In addition, the submittal timeframes shall automatically be extended per the laws / orders of the State of Florida.

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 26.

ITEM: Approval of the following Council Meeting Minutes:

- A. Special Council Meeting - March 14, 2023
- B. Special Council Meeting - May 1, 2023
- C. Regular Council Meeting - June 14, 2023
- D. Special Council Meeting - June 28, 2023
- E. Special Council Meeting - July 27, 2023
- F. Regular Council Meeting - August 8, 2023
- G. Special Council Meeting - August 21, 2023
- H. First Budget Public Hearing - September 13, 2023
- I. Regular Council Meeting - September 13, 2023
- J. Final Budget Public Hearing - September 27, 2023
- K. Special Council Meeting - September 27, 2023
- L. Regular Council Meeting - October 11, 2023

DESCRIPTION:

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 27.

ITEM: Discussion and **Possible** action regarding support of Miami Water Keeper organization through attendance at the March 5, 2024 event at the Rusty Pelican Panel regarding discussion with community leaders to talk about the South Florida's coral reefs and solutions to make the community more resilient. Enclosed is the invitation and information on the organization.

DESCRIPTION:

Miami Waterkeeper (MWK) is a local 501(c)3 nonprofit organization that works to protect Biscayne Bay and the surrounding watershed. They are an independent organization that is a member of the International Waterkeeper Alliance, a global network of clean water advocates.

Miami Waterkeeper's mission is to defend, protect and preserve South Florida's watershed through citizen engagement and community action rooted in sound science and research. Through its efforts, it supports a vibrant and resilient coastal community and environment for current and future generations.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

No funds have been budgeted for this event. A single ticket is \$100, and 10 tickets cost \$950.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Miami Water Keeper
----	--------------------

State of the Water

RESERVE YOUR SPOT

WWW.MIAMIWATERKEEPER.ORG/SOW

Single Ticket: \$100

10-Pack: \$950

MARCH 5, 2024

5:30 - 8:30 PM

PROGRAM BEGINS AT 6:30 PM

**RUSTY PELICAN
3201 RICKENBACKER CAUSEWAY**

Join Miami Waterkeeper for a panel discussion with community leaders to talk about the South Florida's coral reefs and solutions to make our community more resilient.

*Hors d'oeuvres and drinks will be provided.
Business casual attire.*



**MIAMI
WATERKEEPER®**

WWW.MIAMIWATERKEEPER.ORG/SOW

RESERVE YOUR SPOT

**THANK YOU TO OUR
GENEROUS
PARTNERSHIP CREW**



HONORARY KEEPER (\$100,000+)

Anononymous

MANATEE (\$25,000+)

The Frankel
Family

Jenny and Nick
Semaca



The Mailman
Foundation

Ellen & John
Levinson

DOLPHIN (\$15,000+)

The Charlesmead
Foundation



Aviva and Aaron
Stauber

SEA TURTLE (\$10,000+)

Bethany and Robert B.
Millard

The Newman
Family

Jill and Jack
Reiter

Robin and H Jordan
Weitz

WARBURG PINCUS

PodhurstOrseck
LEGAL & ACCOUNTANT



CORAL (\$5,000+)

Jaleh and Jeffrey
Bast

Roger and Leslie
Baumann

Julia and Till
Bechtolsheimer

The Bulgarelli
Family

The Burlington
Family

Amanda Perwin
and Seth Cassel

The Diamond
Family

Joseph
Falk



Fritz-Veloso
Family

Marcelo Fernandes and Family
in memory of Kellie Henley

Philip
Kushlan

Michael and
Kimberly Baker

The Benjamin & Gloria Joannou, Jr.
Family Conservation Fund

Cindy
Lerner

Ashley Litwin &
Anton Diego

Lisa and Victor
Mendelson



Maureen and Todd
Mestepey

The Morales
Family

Schwedel
Family

The Stokes
Family

The Szajman
Family

STARFISH (\$2,500+)

Deborah and Neil Bienstock | Millie & Philip Carey and the Anya & Henry Bagley Fund | The Casino Family

Mark and Cristina Crofton | Paul Dedrick | Danielle & Alex Horn | The Lirman Family

Tim and Lauren Lower | Kristen & Patrick McMahon | Tracy Slavens & Daniel Schwartz | Toni Schrager

Shepard Broad Foundation | Jean Soman | The Weisburd Family



As of January 9, 2024.

IF YOU ARE INTERESTED IN JOINING THE PARTNERSHIP CREW,
PLEASE CONTACT JAIMEE@MIAMIWATERKEEPER.ORG

Reserve Your Spot

ABOUT MIAMI WATERKEEPER

Our Mission

We protect South Florida's waters by advocating for resilient solutions grounded in science, rooted in nature, and driven by community.

Our Vision

We envision a resilient South Florida that is a global leader in clean water solutions, where thriving communities and nature coexist.

Our Story

Florida's 8,000 miles of coastline and over 800 miles of beaches aren't just for relaxing. They're doing heavy lifting for our economy, while providing essential services like climate regulation, provision of food, and protection from natural hazards. Visiting a beach or waterway is the number one activity of Florida's tourists—undeniably the biggest draw for our \$112 billion in annual tourism revenue. Almost half a million people are directly employed in our ocean economy. And all of this—Florida's tourism industry, job market, recreation, environment, and even Florida's *culture*—depends on having clean water.

But Florida's waterways are particularly vulnerable to pollution because of our low elevation, porous limestone geology, and the threat of sea level rise. In South Florida, climate change isn't just a computer model; it's daily life. Miami is a thin sliver of dry ground surrounded by water on all sides -- including below our feet. Our porous, low-lying geology makes us among the world's most vulnerable cities to sea level rise. Flooding and failing infrastructure constantly flush pollution into our waterways, causing them to spiral into decline.

On the front lines against these daunting challenges, you can find Miami Waterkeeper, a small but mighty team of fearless advocates for clean water. We occupy a void that would otherwise be filled by pollution, floodwaters, and environmental destruction. Miami Waterkeeper works toward a vision of swimmable, drinkable, and fishable water for all. These are rights granted to us by the Clean Water Act, but environmental laws work only if people are willing to stand up for them. Empowering the community, we use science, advocacy, and outreach to protect our waterways from pollution and prepare South Florida for the future.

Miami Waterkeeper focuses on clean water, ecosystem protection, and sea level rise resiliency. First, we tackle issues of clean water throughout the Biscayne Bay watershed, [from the Everglades to our coral reefs](#). Second, we protect the ecosystems that depend on that clean water, including corals, seagrasses, and mangroves. Finally, we focus on sea level rise resiliency, which guides all areas of our work. We employ a [multidisciplinary approach](#), which includes science, policy & advocacy, and education & outreach.

Employing our multidisciplinary strategy, we've secured significant protections for our waterways. We use this approach to find local solutions to the global problem of climate change. By standing up for clean water, we are making Miami a shining example of resiliency for the world -- [water win by water win](#).

Land Acknowledgement

We acknowledge that our work takes place on the land within the territories of the Miccosukee and Seminole peoples. We further acknowledge that eight contemporary tribal nations are historically tied to the lands that make up the US state of Florida.

Technology Acknowledgement

We acknowledge that this website is made possible through the connected devices and networks of the internet, which is a material infrastructure that is built through natural resource extraction and human labor, and which depends on vast and constant energy consumption and generates greenhouse gases that cause climate change.

[LEARN ABOUT OUR DIVERSITY, EQUITY, AND INCLUSION POLICIES >>](#)

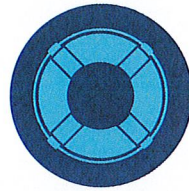
OUR FOCUS AREAS



CLEAN WATER



ECOSYSTEM PROTECTION



SEA LEVEL RISE

WHAT IS A WATERKEEPER?

The term “waterkeeper” indicates that an organization is a member of a network of clean water advocates within the [Waterkeeper Alliance](#) and protects a particular waterway. The Waterkeeper Alliance has roots in 1960’s activism on the Hudson River, where commercial and recreational fishermen came together to protect their water. Their outspoken, citizen-led advocacy ensured that laws were enforced and that their river, livelihood, and health of their families were protected. Today, Waterkeeper organizations can be found on hundreds of waterways across the globe. (There are “coastkeepers,” “baykeepers,” and “riverkeepers,” too!)

A Waterkeeper is also a job title at each waterkeeper organization. Your full-time Miami Waterkeeper, [Rachel Silverstein](#), is part investigator, scientist, educator, and legal advocate, functioning as a public spokesperson and protecting your right to clean water.

Around the World, Narrated by Edward James Olm...



OUR PEOPLE

Miami Waterkeeper relies on the strength of our team and our community



STAFF



STUDENTS, INTERNS, FELLOWS



BOARD OF DIRECTORS



BOARD OF TRUSTEES



OUR APPROACHES



COMMUNITY OUTREACH & EDUCATION



SCIENCE & RESEARCH

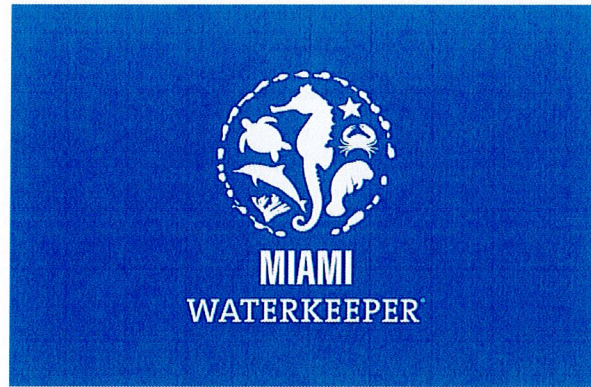


ADVOCACY

WHAT'S THE MEANING BEHIND THE MIAMI WATERKEEPER LOGO?

The circle in our logo is the outline of the Miami Circle – a Tequesta archaeological site situated at the mouth of the Miami River and Biscayne Bay. The site is a perfect circle measuring 38-feet across with 24 holes or basins cut into limestone, and containing shell tools, dolphin skulls, turtle shells, and shark teeth. The site was discovered in 1998, and is thought to be between 1700-2000 years old,

indicating that the Circle represents one of the first-known interactions of humans and the water in the Miami area. The Miami Circle holds profound meaning for Miami Waterkeeper, as we focus on protecting and respecting wildlife, water, and all human inhabitants of South Florida. The animals found inside our logo are native to Biscayne Bay and the surrounding waters, including some listed in the Endangered Species Act. It is also a reminder that our jurisdiction covers the ancestral and traditional lands of the Seminole, Miccosukee, and Tequesta people.



PARTNERS

Members of the PartnerSHIP crew are critical to our mission to ensure swimmable, drinkable, fishable water for all. Join today to show your commitment to water.

MEET OUR PARTNERS

[View more partners](#)



GET UPDATES ABOUT OUR WORK

First Name

Email

ZIP

SUBSCRIBE

SUPPORT OUR WORK

MAKE A DONATION

Miami Waterkeeper (MWK) is a Miami-based 501(c)(3) non-profit organization. Miami Waterkeeper envisions a resilient South Florida that is a global leader in clean water solutions, where thriving communities and nature coexist.



MAILING ADDRESS:

P.O. Box 141596

Coral Gables, FL 33114-1596

(305) 905 0856

hello@miamiwaterkeeper.org

Made with [NationBuilder](#)

Built by [Tectonica](#)

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 28.

ITEM: Discussion and **Possible** action regarding non-renewal of the contract for the art festival. Sponsored by Mayor Elizabeth Tricoche.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

February 21, 2024

ITEM NUMBER: 29.

ITEM: Discussion regarding maintenance of construction sites before 9:00 a.m. Sponsored by Council Member Robert Yaffe.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no financial impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None