NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. 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
AGENDA

August 13, 2025
9:00 AM

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, August 13, 2025 at 9:00 a.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."

When: Aug 13, 2025 09:00 AM Eastern Time (US and Canada)
Topic: August 13th, 2025 Regular Town Council Meeting

Join from PC, Mac, iPad, or Android:
https://us06web.zoom.us/j/84691014323?pwd=5WrbThSns2abUUP1bBbl4hYDn6kZkM.1
Passcode:291963

Phone one-tap:
+13052241968,,84691014323# US

+13126266799,,84691014323# US (Chicago)

Join via audio:
+1 305 224 1968 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 689 278 1000 US
+1 719 359 4580 US
+1 720 707 2699 US (Denver)
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
Webinar ID: 846 9101 4323
International numbers available: https://us06web.zoom.us/u/kdurgJCTdh

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 eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on August 12, 2025.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

1. Special Presentation by Chris Holley, Florida League of Cities

2. Discussion regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder

3. Special Presentation by State Representative Fabian Basabe

4. Special Presentation of the legislative updates by Senator Shevrin Jones

TOWN MANAGER'S REPORT:

COUNCIL 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 or on the Town's website; please fill it in and return it to the***

DeputyTown Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. *Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

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

5. **Consideration** and **Approval** of a Response Proposal to KC Property, LLC for the use of property and parking in Block 11. Sponsored by Mayor Isaac Salver

6. **Consideration and Approval** of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Law Firm of TerryAnn S. Howell, P.A., as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Sponsored by Town Manager Lindsley Noel.

7. **Consideration** and **Approval** of a resolution updating the signers on the Town's accounts with Bank of America. Sponsored by Town Manager Lindsley Noel.

8. **Consideration and approval** of a resolution awarding a competitive bid contract to BCC Engineering, LLC pursuant to RFQ No. ITB-5-1026-PW-0-2025/FVR, for Engineering Consultant services for bridge project, compliance and support.

9. **Consideration and approval** of a resolution to piggyback the City of Orlando's existing contract with Paints & Coverings, Inc. for critical manhole rehabilitation services to comply with DERM requirements and prevent future sanitary sewer system moratoriums.

ORDINANCES ON SECOND READING:

10. **Consideration** and **Approval** of an ordinance on Second Reading amending Chapter 7½ of the Town Code pertaining to Flood Damage Prevention. Sponsored by Town Manager Lindsley Noel.

11. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 23-11 of the Town Code related to the second-story building area waivers and garage percentage in the RD District. Sponsored by Vice Mayor Stephanie Bruder.

ORDINANCES ON FIRST READING:

12. Consideration and Approval of an Ordinance on First Reading Amending Section 23-5 of the Town Code for the B-1 Business District to remove automobile showrooms for display and sales from the list of prohibited uses, thereby allowing them as a permitted use. Sponsored by Vice Mayor Stephanie Bruder

13. An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to $425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. (Town Manager).

14. An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

15. Consideration and Approval of an Ordinance on First Reading Amending Section 23-80 of the Town Code for to establish survey requirements for new construction, additions, and site modifications. Sponsored by Vice Mayor Stephanie Bruder

16. Consideration and Approval of an Ordinance on First Reading Amending Section 23-5 of the Town Code for the B-1 Business District to eliminate the restriction that limits religious institutions to certain floors allowing them on any floor. Sponsored by Mayor Isaac Salver

DEFERRED ITEMS:

17. **Discussion** and **Possible** action regarding the redesign of the 92nd Street Park to include a basketball court. Sponsored by Vice Mayor Stephanie Bruder

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

DISCUSSION ITEMS:

18. **Discussion and possible action** to enter into a sanitary sewer usage agreement between the Town of Bay Harbor Islands and Indian Creek Village. Sponsored by Council Member Joshua Fuller.

19. Discussion and possible action regarding the potential interpretation of the Town Code relating to the application for a Medical Spa usage on the ground floor within the B-1 Business District. Sponsored by Council Member Robert Yaffe

20. **Discussion and possible action** to consider a design option for the Kayak Park (96th Street and Bay Harbor Drive). Sponsored by Council Member Teri D'Amico

21. **Discussion** regarding construction site obligations involving cranes and heavy equipment during emergency hurricane situations and evacuation. Sponsored by Council Member Teri D'Amico

ADJOURNMENT: Approximately 11:00 a.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
August 13, 2025

ITEM NUMBER: 2.

ITEM: Discussion regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Janai Pomales, Deputy Town Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 3.

ITEM: Special Presentation by State Representative Fabian Basabe

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS

1.	BH_Town_attny

Florida House of Representatives

Representative Fabián Basabe **District 106**
www.myfloridahouse.gov

Monday, August 4th 2025

Dear City Manager Noel,

I am writing to respectfully request that you place two items on the next Town Council agenda.

First, I ask that the Council formally review the role and conduct of Town Attorney Joseph Geller. I have observed his performance firsthand and have serious concerns. He has arrived late to official meetings while being compensated with public funds and has failed to properly address important legal matters. Despite this, he was recently given a raise, even as the Town has had to hire special counsel to assist him in fulfilling his duties. None of this makes sense to me, and I do not believe it reflects responsible or transparent governance.

Second, I ask that you include for consideration the appointment of an interim law firm and the initiation of an open bid process for new legal representation. This is a reasonable and necessary step to ensure that the Town is served by a legal team that is fully aligned with our goals, responsive to our needs, and capable of handling its responsibilities without conflict or compromise.

As you know, Mr. Geller also serves on the Miami Dade School Board, which has already created tension in matters where our priorities overlap. I question whether he can dedicate himself effectively to either role, and whether his political entanglements are in the best interest of Bay Harbor Islands.

This request is not personal. It is about protecting the integrity of our institutions and ensuring that we are represented by professionals who elevate our mission and serve the public with clarity and commitment. The residents of Bay Harbor Islands deserve nothing less.

Thank you for your attention and leadership. I remain fully committed to supporting the Town and look forward to continuing our work together.

Sincerely, FB

1101 Capitol 402 South Monroe Street Tallahassee, Florida 32399-1300 850.717.5106

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 5.

ITEM: Consideration and **Approval** of a Response Proposal to KC Property, LLC for the use of property and parking in Block 11. Sponsored by Mayor Isaac Salver

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
FY 2024–2025 Total Cost $19,586 – $21,586 (tax + repaving + insurance) Revenue $14,863 Net Cost to Town $4,723 – $6,723
FY 2025–2026 Total Cost $11,586 – $13,586 (tax + insurance) Revenue $22,272 Net Cost to Town ($10,686) - ($8,686) (net gain)

BUDGET IMPACT:

Submitted By: Janai Pomales, Deputy Town Clerk

ATTACHMENTS

1.	Lease-Kane Concourse LLC - Parking
2.	Hippo Land Lease 8-1-2021 to 7-31-2026
3.	Resolution - KC Property (Parking Use Agreement) - BHI(61813120.2)
4.	Agreement_between_KC and BHI re Parking Use Agreement (07-20-25)(61817301.2)
5.	KC Property Agreement with Financial Impact
6.	Miami-Dade-Real-Estate-13-2227-001-2311-2024-Annual-bill (1)

This document prepared by:
Joseph S. Geller, Esq.
Greenspoon Marder, LLP
Town Attorneys
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

LEASE

THIS LEASE executed this 1st day of October 2021, between **KANE CONCOURSE ENTERPRISE, LLC, a Florida Limited Liability Company**, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS,** Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

> That portion of Lots 12 and 13, in Block 11, BAY HARBOR ISLANDS according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning. This consists of eleven Parking spaces and adjacent vacant area for ingress and egress for the public, the Lessor, and its tenants, and invitees, including vehicular and pedestrian traffic. Notwithstanding anything to the foregoing, the demised premises shall not include improvements, or any portion of the building owned by Lessor.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of October 2021 to and including the 30th day of September 30, 2026, the Lessee yielding and paying tothe Lessor the following rental:

The entire rental for this period to be the rate of Thirteen Thousand and No/100 ($13,000) Dollars per year, payable each year, on a quarterly basis, in the sum of Three Thousand Two Hundred Fifty and No ($3,250.00) Dollars per Quarter.

The Lessee agrees to keep, conform to and abide by each and every of the following, which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease. In the event any real estate taxes are found to be due, they shall be paid by Lessee, provided that Lessor shall cooperate fully in reducing the amount of any real estate taxes which may be due.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in any way related to the land lease herein.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith. Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

7. Lessee shall keep in force for the full term of the lease a policy of comprehensive public liability insurance. A copy of the current policy shall be provided to Lessor

on an ongoing basis. In addition, the Lessee shall maintain in force an excess liability insurance policy, and the Lessor shall be responsible for 50% of the cost thereof.

8. Either part has the right to cancel this agreement, and any extension thereof, upon one year's written notice to the other party at any time during the term of this Lease. In such event, the Lease shall terminate twelve (12) months from the date of the written notice.

9. The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one-year cancellation provision set forth above.

10. Notwithstanding any provisions to the contrary, 5 parking spaces are exclusively reserved for Lessor's exclusive use by its tenants, their invitees, customers, and users during hours 8:00 A.M. to 5:00 P.M., 7 days a week. Lessor may post signs at the Premises advising the Public of the restricted parking in accordance with this provision.

11. Proration of Rent. In the event the Lessee has prepaid any rent or has paid or owes rent subsequent to the expiration or termination of the Lease, the parties shall prorate and adjust said rent between themselves.

12. Lessor shall have the right at any time or times to transfer, sell, assign, pledge, mortgage or otherwise convey, all or any part of the Premises and Lessor's interest in this Lease. In the event of any sale of the Premises or of any transfer or assignment or other conveyance of such underlying lease and the leasehold estate thereby created, the seller and transferee shall execute an assignment and assumption agreement, in which case the Lessor shall be entirely relieved of all further obligations of the Lessor herein and that such purchaser, assignee, or transferee shall carry out all of the obligations of the Lessor under the terms and provisions of this Lease agreement and any extensions hereof, and shall agree to be bound by the terms hereof.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

(THIS PART INTENTIONALLY LEFT BLANK)

Witnesses:

_____

Name:

_____

Name:

KANE CONCOURSE ENTERPRISE, LLC, a Florida Limited Liability Company

By: _____

Name

Witnesses:

Maria Fasbury

_____

Name:

_____

Name:

TOWN OF BAY HARBOR ISLANDS

By: _____

MAYOR

Attest: _____

TOWN CLERK

LEASE

THIS LEASE, executed this 13th day of October, 2021, between **HIPPO LAND, INC.,** a Florida corporation, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS,** Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

> That portion of Lots 12 and 13, in Block 11, **BAY HARBOR ISLANDS** according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning.

("Premises") as depicted by cross-hatch on the survey attached hereto as Exhibit "A."

TO HAVE AND TO HOLD the said Premises unto said Lessee from the 1st day of August, 2021, to and including the 31th day of July, 2026, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period is to be the rate of $19,000 per year, payable each year as follows: Four Thousand Seven Hundred and Fifty DOLLARS ($4,750.00) on the 1st day of August, November, February, and May of each year stipulated in this agreement and any renewal thereof. The amount specified above shall be increased by 2% for each year that this lease is enforced, beginning on the 1st day of the 2nd lease year. In the event of termination of this Lease as provided in Paragraph 8 below, the rent paid in advance of the quarter during which the Lease will terminate shall be prorated.

The Lessee agrees to keep, conform to and abide by each and every of the following, which are hereby made conditions of this Lease:

1. The Premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking, and for no other purpose. The Lessee shall not erect any buildings, structures or perform any other improvements to the Premises, other than those required in Paragraph 6 below.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease. In the event any real estate taxes are found to be due, they shall be paid by Lessee, provided that Lessor shall cooperate fully in reducing the amount of any real estate taxes which may be due. Lessee shall be responsible for any costs incurred in the Real Estate Tax appeal, including but not limited to application fee and costs incurred in hiring tax reduction consultant.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described Premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in any way related to the land lease herein, including claims for personal injury or property damage. Further, Lessor shall not be obligated to provide any type of security in or about the Premises for Lessee, its customers, guests, contractors, concessionaires, agents, lessees or invitees, and should Lessor be made a party to any litigation commenced as a result of Lessor's alleged failure to provide security for Lessee, its customers, guests, contractors, concessionaires, agents, lessees or invitees, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by Lessor in connection with such litigation.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased Premises, whether ordinary or required

pursuant to applicable building or zoning codes, which would deny or restrict access to the leased Premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith.

Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee acknowledges that immediately preceding the Effective Date of this Lease, Lessee was a tenant under a prior lease of the Premises. Accordingly Lessee acknowledges that it is aware of the condition of the Premises, including the surface and subsurface and that Lessee accepts the Premises, in its, "AS IS" condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to the condition of the Premises, or as to the use that may be made of the Premises. In no event shall the Lessor be liable for any defect in the Premises or for any limitation on its use. Lessor shall not be required to furnish any service or facilities or to make any repairs or alterations in or to the Premises. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises, including resealing, restriping and resurfacing. The Lessee shall, at its sole expense, obtain all licenses and permits necessary to use the Premises for the permitted use set forth in Paragraph 1 above and to comply with all laws and regulations of applicable governmental authorities, which may be applicable to the Premises and Lessee's use. Upon termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor or to Lessor's agent in good condition and repair.

7. Lessee shall keep in force for the full term of the lease a policy of comprehensive public liability insurance. A copy of the current policy shall be provided to Lessor on an ongoing basis. In addition, the Lessee shall maintain in force an excess liability insurance policy, and the Lessor shall be responsible for 50% of the cost thereof.

8. Either party has the right to cancel this agreement, and any extension thereof, upon one year's written notice to the other party.

9. The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one year cancellation provision set forth above which would also apply during the renewal term

10. From time to time either before or after the execution of this Lease

and before the termination of the term hereof, Lessor may execute mortgages, deeds of trust in the nature of a mortgage, or assignments of rents or other security instruments ("mortgages") resulting in a lien or encumbrance upon Lessor's interest in the Building, this lease or the rents therefrom. This Lease and Lessee's interest herein shall be subject and subordinate at all times to any such mortgage and the lien thereof affecting the Premises, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. Furthermore, although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nevertheless, execute and deliver such further instrument subordinating this Lease to the lien of any such mortgage as may be desired by the mortgagees. If such mortgage be foreclosed, upon request of the mortgagee or trustee Lessee will attorn to the purchaser at any foreclosure sale thereunder and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment.

11. The Lessee agrees, at any time, and from time to time, upon not less than ten (10) days' prior request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Lessee, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or by any other properly interested party.

12. Lessor shall have the right at any time or times to transfer, sell, assign, pledge, mortgage or otherwise convey, all or any part of the Premises and Lessor's interest in this Lease. In the event of any sale of the Premises or of any transfer or assignment or other conveyance of such underlying lease and the

leasehold estate thereby created, the seller and transferee shall execute an assignment and assumption agreement, in which case the Lessor shall be entirely relieved of all further obligations of the Lessor herein and the purchaser, transferee, or assignee, that such purchaser, assignee, or transferee shall carry out all of the obligations of the Lessor under the terms and provisions of this Lease agreement and any extensions hereof, and shall agree to be bound by the terms hereof.

13. In the event of any litigation between the parties, the prevailing party shall be entitled to recover all reasonable attorney's fees from the non-prevailing party, through appeal.

..

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:

Name: Jorge E Alvarino

Name: Allan Bences

Witnesses:

Name:

Name:

HIPPO LAND, INC., a Florida Corporation

By: _____

Name
JOEL BENES, AGENT

TOWN OF BAY HARBOR ISLANDS

By: _____
MAYOR

Attest: _____
TOWN CLERK

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE INGRESS, EGRESS AND PARKING USE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND KC PROPERTY, LLC, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to use certain property owned by KC Property, LLC to provide access for the convenience of the Town as well as its employees and the general public; and

WHEREAS, the Town has agreed to compensate KC Property, LLC for such use, as set forth in the Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC; and

WHEREAS, the Town Council hereby finds the Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

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

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

Section 2. The Ingress, Egress and Parking Use Agreement between the Town and KC Property, LLC, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

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 August 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

INGRESS, EGRESS AND PARKING USE AGREEMENT

This Agreement (the “Agreement") is made and entered into this _____day of _____, 2025, between The Town of Bay Harbor Islands, Florida (the "Town"), a political subdivision of the State of Florida, and KC Property, LLC (“KC”). The parties to this agreement are collectively referred to at times herein as the “Parties.”

WHEREAS, KC owns and operates a mixed use retail and office building located on lots 16, 17 and 18 in Block 11 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida (the "Property"); and

WHEREAS, the parking area and drive thru behind the Property is listed with the Miami-Dade County Property Appraiser’s Office as Folio #13-2227-001-2311 as depicted on Exhibit “A” (the “KC Parking Area”); and

WHEREAS, the Town desires to use the KC Parking Area for the convenience of the residents of the Town as well as its employees and the general public; and

WHEREAS, the Town requires the use of the KC Parking Area so that it may obtain the benefit and revenue of the 16 parking spaces located on the North side of KC’s property (as depicted on Exhibit “A”) (the “16 Spaces”); and

WHEREAS, KC has sought compensation from the Town for its past and current use of the KC Parking Area; and

WHEREAS, the Town and KC have reached an agreement on the shared use of the KC Parking Area upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All of the representations set forth above are true and correct.

2. The Town is permitted to use the KC Parking Area as a means of ingress and egress to the 16 Spaces by the general public, and so that the Town may obtain the benefit and revenue of the 16 Spaces.

3. The Town will perform the permanent repaving of the entire KC Parking Area within three (3) months of the Effective Date of this Agreement ensuring that it is brought up to all current standards and code requirements.

4. In exchange for KC’s provision of past and present use rights in and to the KC Parking Area for the benefit of the Town, its residents and the general public, the Town shall provide the following compensation to KC:

    a. The Town shall pay 50% of the property taxes assessed against the KC Parking Area for 2024 and all future years on a going-forward basis until such time as the new alleyway on the North side of the Property is constructed, fully completed and ready for use as a means

of ingress and egress by the Town, its residents and the general public. A graphic depiction of this area is shown on a site plan attached hereto as Exhibit "A".

b. The Town shall share 50% of the net revenue generated from the 16 Spaces on a going forward basis, beginning on February 1, 2025. The Town will produce a report regarding the revenue generated from the 16 Spaces from February 1, 2025 through June 30, 2025 within ten (10) days of the Effective Date of this Agreement. This report shall be sent to KC via e-mail to kcproperty1019@gmail.com. Fifty percent (50%) of the net revenue generated from the 16 Spaces between February 1, 2025 and June 30, 2025 shall be paid to KC within twenty (20) days of the date of the Effective Date of this Agreement.

c. All future monthly reports disclosing the revenue generated from the 16 Spaces shall be delivered to KC on or before the 15th day of each month via e-mail to kcproperty1019@gmail.com. Fifty percent (50%) of the net revenue generated from the 16 Spaces on and after July 1, 2025 shall be paid by the Town to KC on a monthly basis within ten (10) days of its receipt by the Town.

d. The Town shall reimburse KC the sum of $1,760 for prior temporary asphalt maintenance and pothole repairs made by KC to the KC Parking Area. This sum shall be paid within ten (10) days of the Effective Date of this Agreement.

e. Within ten (10) days of the Effective Date of this Agreement, the Town will procure appropriate general liability insurance coverage that includes both the Town and KC as named insureds which shall provide defense and indemnification for any personal injuries or property damages resulting from incidents occurring on the KC Parking Area. This policy shall have liability limits not less than $1 million per occurrence and not less than $3 million in the aggregate.

5. This Agreement may be terminated by the Town for convenience and for any reason or no reason by providing KC with one (1) year's written notice of the Town's intent to terminate this Agreement. This Agreement may be terminated by KC only at such time as it has entered into a binding agreement for the sale of the Property and provided 60 days written notice to the Town of its intent to terminate this Agreement or KC has submitted permitted drawings to the Town for the redevelopment of the Property and provided 60 days written notice to the Town of its intent to terminate this Agreement.

6. Each party acknowledges that it has read this Agreement, understands it, and has had the opportunity to consult with its attorney before executing this document.

7. The Parties accept the terms of this Agreement and have agreed to its terms solely for their own convenience.

8. Time is of the essence in the performance of the Parties' obligations under this Agreement.

9. This Agreement is a complete agreement and any preceding negotiations, representations, or statements by any of the Parties hereto or their agents are merged into this Agreement and superseded by it.

10. This Agreement may be executed in counterparts and will become effective immediately upon execution by all of the Parties hereto, subject to the exchange of signature pages.

11. For all purposes in connection with this Agreement, the "Effective Date" of this Agreement shall be the date that it is signed by all of the parties. If not signed on the same date then the date that it is signed by the last party to sign the agreement.

12. The Parties hereby agree that any suit, action, or proceeding based on any other matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in Miami-Dade County, Florida. Each Party hereby irrevocably waives, and agrees to not assert in any suit, action or proceeding any claim that it is not personally subject to the jurisdiction of any such court or that any such court is an improper or inconvenient venue for such suit, action, or proceeding.

13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

14. Pursuant to Section 119.0701 of the Florida Statutes, KC agrees to:

A. Keep and maintain public records in KC's possession or control in connection with KC's performance under this Agreement. KC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

B. Upon request from the TOWN's custodian of public records, KC shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times KC's workpapers shall remain the sole property of KC and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of KC shall be delivered by KC to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by KC shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, KC shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that KC will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to KC shall be withheld until all records are received as provided herein.

F. KC's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

KC SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO KC. IF KC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: _____, E-MAIL ADDRESS: _____ AND MAILING ADDRESS: TOWN CLERK, _____, BAY HARBOR ISLANDS, FLORIDA _____.

15. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, the TOWN and KC designate the following as the respective places for giving such notice:

The TOWN:

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

KC:

_____
_____
_____
_____

with a copy to:

_____
_____
_____
_____

16. In no event shall the TOWN be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the TOWN shall use reasonable efforts which are consistent with accepted industry practices to complete performance as soon as practicable under the circumstances.

17. To the extent permitted by the law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the even that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfills its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

18. TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action for money damages due to an alleged breach by the TOWN of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Accordingly, and notwithstanding any other term or condition of this Agreement, KC hereby agrees that TOWN shall not be liable to KC for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by TOWN to KC pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement.

IN WITNESS WHEREOF, the Parties by their duly authorized officials have executed this Agreement the day first above written.

THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

By:_____
Town Manager

DATE:_____

ATTEST:

_____
Interim Town Clerk

Approved as to form and legal sufficiency:

GREENSPOON MARDER LLP.

_____ Date: _____
Town Attorneys

KC PROPERTY, LLC

By:_____
Oscar Sklar, President

Date:_____

SKLARchitecture
2310 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33020
TEL - (954) 925-9292
FAX - (954) 925-6292
www.SKLARchitect.com

AA 0002849
IB 0000894
NCARB CERTIFIED

SEAL
ARI L. SKLAR
LICENSE #AR14173

REVISIONS

AREA = 3,464 SF

20' - 4"

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

20' - 4"

16 SPACES

168' - 4".

25' - 2"

AREA = 4,419 SF

25' - 2"

16 SPACES

ADA

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

19' - 10"

AREA = 3,584 SF

30.00'

5' - 0"

Sidewalk

5' - 0"

BAY HARBOR DRIVE

Sidewalk

135' - 0".

15

Existing Walkway

Lot #16

Lot #17

Lot #18

Building Footprint = 16,272 SF

1001 - 1023 KANE CONCOURSE

KANE CONCOURSE - BAY HARBOR
KC PROPERTY
1001 THRU 1023 KANE CONCOURSE BAY HARBOR ISLANDS

REVIEW SET
COMMISSION SUBMITTAL
NOT FOR CONSTRUCTION
DRY RUN PERMIT SET
PERMIT SET
BID SET
CONSTRUCTION SET

Drawn by :
Team
Checked by:
Ari Stelar

1/8" = 1'-0"

1 ENLARGED 1023 KANE

ENLARGED 1023
KANE

202' - 0".

Sidewalk

A1.1

PROJECT #: Project Number

DATE: Issue Date

PROPRIETARY INFORMATION: THIS DOCUMENT IS SUBJECT TO COPYRIGHT LAWS. NEITHER THE DOCUMENT NOR ANY INFORMATION THEREON MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF SKLArchitecture INC. C

TOWN OF BAY HARBOR ISLANDS

Interoffice Memorandum

To: Mr. Lindsley Noel
Town Manager

Date: July 29, 2025

From: Sandra Siefken
Finance Director

Subject: Financial Impact for the use of Property and Parking – Block 11 (Folio #13-2227-001-2311)

---

1. **Prospective Property Tax Contribution**
   The Town shall pay 50% of the property taxes assessed against the KC Parking Area for 2024 and all future years on a going-forward basis until such time as the new alleyway on the North side of the KC property is constructed, fully completed and ready for use as a mean of ingress and egress by the general public. A graphic depiction of this area is shown on a site plan attached hereto as Exhibit "A**".**

   Financial Impact: Property Tax Contribution

   Town's Share: 50% of $21,172.80 = $10,586.40. That was the amount paid for 2024. Moving forward, the Town's annual property tax contribution will vary based on the assessed value of the parcel and the millage rate established each year by the Miami-Dade County Property Appraiser. Therefore, the exact financial impact may fluctuate annually. General ledger Expense Line item 404.5450.400049 Other current charges.

2. **Parking Revenue Sharing**
   The Town shall share 50% of the net revenue generated from the 16 parking spaces located on the North side of KC's property (as depicted on Exhibit "A") (the "16 Spaces") on a going forward basis, beginning on February 1, 2025. The Town will produce a report regarding the revenue generated from the 16 spaces from February 1, 2025, through June 30, 2025, within ten (10) days of the Effective Date of this Agreement. This report shall be sent to KC via e-mail to kcproperty1019@gmail.com. Fifty percent (50%) of the net revenue generated from the 16 Spaces between February 1, 2025, and June 30, 2025, shall be paid to KC within twenty (20) days of the date of the Effective Date of this Agreement.

   Financial Impact: Parking Revenue Sharing

   Spaces Involved: 16 parking spaces
   Start Date: February 1, 2025
   Net Revenue from February 1, 2025 - June 30, 2025=$18,591
   Town Share from February 1, 2025 - June 30, 2025 (50%): $9,295

   Estimated Net Revenue July 1, 2025-January 31, 2026: $26,027

Town Share from July 1, 2025, to January 31, 2026 (50%): $13,014
(based on $232/month x 12 months x 16 spaces)

Total Estimated Annual Town Share (50%): $22,309/year
Total Estimated KC Share (50%): $22,309/year
General Ledger Revenue Line Item 404.9990.344505.000 Parking Payphone Receipts.

3. **Reimbursement for Temporary Repairs & Repaving Commitment**
   The Town shall reimburse KC Property the sum of $1,760 for prior temporary asphalt maintenance and pothole repairs made by KC to the KC Parking Area. This sum shall be paid within ten (10) days of the Effective Date of this Agreement. Additionally, the Town will perform the permanent repaving of the entire KC Parking Area within three (3) months of the execution date of this Agreement ensuring that it is brought up to all current standards and code requirements.

   ### Financial Impact: Reimbursement for Temporary Repairs
   Amount: $1,760 + $6,240 = $8,000
   Type: One-time cost
   General Ledger Expense Line Item 404.5450.400034.000 Other Contractual Services.

4. **Insurance Coverage**
   The Town will secure appropriate insurance coverage that includes both the Town and KC Property, LLC as additional insureds under the Town's policy, specifically for personal injury or property damage incidents occurring on Folio #13-2227-001-2311 at limits not less than $1 million per occurrence and $3 million in the aggregate.

   ### Financial Impact: Insurance Coverage
   Coverage: Add KC Property, LLC as an additional insured
   Limits: $1M per occurrence / $3M aggregate
   Minimal incremental cost: Since the Town already maintains general liability insurance, the cost to add a location-specific endorsement and an additional insured party is typically low, especially if no high-risk activities are expected on the parcel.
   Estimated Range: $1,000 – $3,000/year (endorsement on existing policy).

Final Net Impact Summary

Fiscal Year	Total Cost	Revenue	Net Cost to Town
FY 2024–2025	$19,586 – $21,586 (*tax + repaving + insurance)*	$14,863	**$4,723 – $6,723**
FY 2025–2026	$11,586 – $13,586 (*tax + insurance)*	$22,272	**($10,686) – ($8,686)** (*net gain)*

DARIEL FERNANDEZ,
MIAMI-DADE COUNTY TAX COLLECTOR

Paid By KC Property LLC

Paid 11/21/2024 Receipt # PTBTE-25-096876 $20,325.89

2024 Real Estate Property Taxes

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOLIO NUMBER	MUNICIPALITY	MILL CODE
13-2227-001-2311	BAY HARBOR ISLANDS	1300

DANIEL J BUSSEL ETALS
TOWN OF BAY HARBOR IS (LESSEE)
9405 EAST BROADVIEW DR
BAY HARBOR ISLAND, FL 33154-2005

Property Address

Exemptions:

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE PER	$1,000 OF TAXABLE VALUE	TAXES LEVIED
Miami-Dade School Board				
School Board Operating	2,031,120	5.46800	2,031,120	11,106.17
School Board Debt Service	2,031,120	0.13400	2,031,120	272.17
Voted School Operating	2,031,120	1.00000	2,031,120	2,031.12
State and Other				
Florida Inland Navigation District	668,649	0.02880	668,649	19.26
South Florida Water Management District	668,649	0.09480	668,649	63.39
Okeechobee Basin	668,649	0.10260	668,649	68.60
Everglades Construction Project	668,649	0.03270	668,649	21.86
Childrens Trust Authority	668,649	0.50000	668,649	334.32
Miami-Dade County				
County Wide Operating	668,649	4.57400	668,649	3,058.40
County Wide Debt Service	668,649	0.42710	668,649	285.58
Library District	668,649	0.28120	668,649	188.02
Fire Rescue Operating	668,649	2.39650	668,649	1,602.42
Municipal Governing Board				
Bay Harbor Island Operating	668,649	3.17280	668,649	2,121.49

Paid

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	FOOTAGE/UNITS	AMOUNT

AMOUNT IF PAID BY (pay only one amount)					Combined Taxes and Assessments
Nov 30, 2024					**$21,172.80**
$0.00					

↑ RETAIN FOR YOUR RECORDS ↑

2024 Real Estate Property Taxes

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

13-2227-001-2311
FOLIO NUMBER

PROPERTY ADDRESS

LEGAL DESCRIPTION
26-27-34-35 52 42
BAY HARBOR ISLAND PB 46-5
N45FT OF LOTS 16-17 & 18
BLK 11
LOT SIZE 173.6

1+132227001231120240

Scan to pay

Mail your payment, in U.S. Funds from a U.S. bank, and payable to:
MIAMI-DADE OFFICE OF THE TAX COLLECTOR
200 NW 2nd Avenue, Miami, FL 33128

DANIEL J BUSSEL ETALS
TOWN OF BAY HARBOR IS (LESSEE)
9405 EAST BROADVIEW DR
BAY HARBOR ISLAND, FL 33154-2005

PAY ONLY ONE AMOUNT	
If Paid By	Please Pay
Nov 30, 2024	**$0.00**

Paid

10000000000000000013222700123112024000000000000000000000004

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Law Firm of TerryAnn S. Howell, P.A., as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5 ¾ -3 of the Town Code. Enclosed is a copy of the proposed agreement.

Pursuant to Section 5 ¾ -3 of the Town Code, the Town Manager is responsible for appointing a Special Magistrate subject to ratification by the Town Council. The Special Magistrate shall be appointed for a term of one year.

TerryAnn S. Howell, Esquire of The Law Offices of TerryAnn S. Howell, P.A. has been appointed by the Town Manager. The appointment is being submitted for ratification by the Town Council. Her credentials are attached.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

This agreement establishes an hourly rate of $165.00, with a minimum of three (3) hours per hearing, for Special Magistrate services related to Code Enforcement hearings.

Estimated Annual Cost:
The total annual cost will vary based on the number of code enforcement hearings conducted. Assuming one hearing per month, the estimated cost is:

- $165.00/hour × 3 hours/hearing = $495.00 per hearing
- $495.00 × 12 hearings/year = $5,940.00 annually

Budget Availability:
Funds for this service are budgeted under the Code Compliance Department, under the professional services line item. The adopted budget for Fiscal Year 2024–2025 is $7,000. As of the date of this report, the remaining available balance is $5,160, which is sufficient to cover

anticipated expenditures under the proposed contract through the remainder of the fiscal year. The proposed contract can be accommodated within the existing budget. No additional appropriation is required.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Professional Services		General Fund	001.5245.400031.000		$7,000

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS

1.	TerryAnn Howell Resume 2025
2.	Special Magistrate Resolution
3.	Special Magistrate Attorney Client Fee Contract Draft

TerryAnn S. Howell, Esq.

3350 SW 148th Avenue, Suite 110 ● Miramar, Florida 33027 ● (305) 307-6502 ● ta@tshowell.com

EDUCATION

Florida International University College of Law, Miami, FL
Juris Doctor, December 2014

Skidmore College, Saratoga Springs, NY
Bachelor of Arts in Psychology and Government, c*um laude*, May 2011
Study Abroad: University of Westminster, London, England, Spring 2010
Exchange Program: Spelman College, Atlanta, GA, Fall 2009

BAR ADMISSION

Florida and Southern District of Florida (April 2015); New York (October 2017; Currently Inactive); Pennsylvania (October 2018); Eleventh Judicial Circuit Court of Appeals (2020); Northern District of Florida (2020); Middle District of Florida (April 2022)

RECOGNITION

Roderick N. Petrey Public Service Award (2025)
Super Lawyers, Florida Rising Star (2024)
Best of Florida: Full-Service Law Firm (2024)
Lawyers of Distinction (2023)
National Black Lawyers, Top 40 Under 40 (2019 and 2023)
American Bar Association, Pro Bono Publico Award (2021)

EXPERIENCE

Eleventh Judicial Circuit, Miami, FL April 2025-Present
Traffic Hearing Officer (Part-Time): Preside over civil traffic hearings pursuant to Chapter 318, Florida Statutes. Review evidence, apply legal standards, and issue rulings while ensuring procedural fairness and courtroom decorum.

The Law Office of TerryAnn S. Howell, P.A., Miramar, FL February 2022-Present
Managing Partner: Lead a full-service law firm focusing on judgment collection, civil litigation, complex commercial disputes, and real estate litigation, including landlord-tenant matters. Provide strategic legal guidance to business owners from formation through operations, compliance, and employment law issues. Recognized for delivering client-focused, results-driven representation across diverse legal areas.

Florida International University, College of Law, Miami, FL January 2024-May 2024
Adjunct Professor: Directed the Know Your Rights Community Clinic. Supervised students in creating and presenting public legal education seminars. Promoted civic engagement, legal research, and community outreach.

Universal Property and Casualty Insurance Company, Ft. Lauderdale, FL September 2021-February 2022
Associate General Counsel: Managed litigation of first-party property insurance claims across Florida. Led all phases of case strategy, drafting, discovery, and trial preparation. Conducted EUOs, mediations, and risk assessments.

Nelson Mullins Riley & Scarborough, formerly Broad & Cassel, Miami, FL March 2019-September 2021
Litigation Associate: Litigated complex commercial, securities, employment, and asbestos-related matters in state and federal courts. Handled discovery, motion practice, depositions, and trial preparation. Served on the pro bono

and diversity committees.

Legal Services of Greater Miami, Miami, FL November 2017-March 2019
Staff Attorney: Advocated for underserved clients in civil legal matters including public benefits, immigration, family law, and medical debt disputes. Delivered accessible, holistic legal support to low-income communities.

Miami-Dade County Public Defender, Miami, FL
Assistant Public Defender, Felony Division: March 2015-November 2017
Certified Legal and Legal Intern: August 2012-April 2013; June 2014-November 2014
Felony Trial Attorney. Conducted client interviews, extensive motion practice, depositions, bond hearings and daily court calendars. Previously assigned to the Juvenile and County Court where I had numerous felony bench trials and misdemeanor jury trials respectively and provided litigation support in the Domestic Violence Division as an intern.

United States Coast Guard Judge Advocate General (JAG), Miami, FL January 2014-May 2014
Certified Legal Intern: Conducted research, drafted memoranda, orders, and other military documents in areas including estate planning, domestic and family law, fraud, larceny, and speedy trial issues.

U.S. District Court for the Southern District of Florida, Miami, FL June 2013-August 2013
Summer Law Clerk for the Hon. Donald L. Graham: Conducted research, drafted memoranda, and orders for motions, including, motions to dismiss, motions to remand, motions to strike, and motions to reconsider.

BOARD & COMMUNITY LEADERSHIP (2015-PRESENT)

- Board Member, Florida Lawyers Assistance Program, Gwen Cherry Park Foundation (Present)
- Teen Court Judge, Miami-Dade County (Present)
- Immediate-Past President, President, Vice-President, Wilkie D. Ferguson Jr. Bar Association
- Trial Team Coach, Florida International University College of Law
- Board Member, ACLU Miami, Florida Justice Center, Riverside House and Legal Services of Greater Miami
- Founder & Chair, Circle of Brotherhood Young Professionals Board

OTHER ACTIVITIES

Greater Miami Chamber of Commerce's Leadership Miami, Graduate of the 41st Class (2021)
Grow, Glow, Giveback Corporation (non-profit), Founder and President

OTHER LICENSES/CERTIFICATIONS

Florida Real Estate Agent
Certified Personal Trainer

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINMENT OF TERRYANN S. HOWELL, ESQ. OF THE LAW FIRM OF TERRYANN S. HOWELL, P.A. AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS ON CODE VIOLATIONS FOR THE TOWN OF BAY HARBOR ISLANDS, PURSUANT TO ENFORCEMENT PROCEDURES SET FORTH IN SECTION 5 ¾-3 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted a citation procedure for the prosecution of Code violations within the town; and

WHEREAS, pursuant to the Town Code, the Special Magistrate shall conduct Administrative Hearings and have powers more particularly described in Section 5 ¾-10; and

WHEREAS, the Town Manager shall appoint a Special Magistrate subject to ratification by the Town Council, according to Section 5 ¾-3 of the Town Code; and

WHEREAS, pursuant to Section 5 ¾-3 of the Town Code, the Special Magistrate shall have experience or demonstrate an interest in Code Enforcement and shall possess outstanding reputations for civic pride, integrity, responsibility and business and professional ability; and

WHEREAS, the Town finds that TerryAnn S. Howell, Esquire of The Law Firm of TerryAnn S. Howell, P.A. meets these qualifications and should be appointed.

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

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

Section 2. Ratification: The Town Council hereby ratifies the appointment of TerryAnn S. Howell, Esq. of The Law Firm of TerryAnn S. Howell, P.A. as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands, Florida; pursuant to the enforcement procedures set forth in Section 5 ¾ of the Town Code. The Manager is authorized to enter into an agreement in substantially the form as that attached hereto as Exhibit “A”.

Section 3. Effective Date: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this _____ day of August, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY:

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

ATTORNEY-CLIENT FEE CONTRACT

This document (the "Agreement") is the written fee contract between The Law Offices of TerryAnn S. Howell, P.A. ("Counsel") and Town of Bay Harbor Islands ("Client").

1. **CONDITIONS**: This Agreement will take effect when both parties have signed this agreement.

2. **SCOPE OF SERVICES:** This Client is hiring Counsel as a Special Magistrate representing the Town of Bay Harbor Islands, in connection with conducting hearings concerning code enforcement violations within the Town, per the Town's Code of Ordinances.

3. **PROFESSIONAL FEES:** The Client understands and agrees that charges for professional services rendered will be at a rate of $165.00 per hour, for a minimum of three hours for each hearing. It is understood that TerryAnn S. Howell, Esq. of The Law Offices of TerryAnn S. Howell, P.A. is the responsible attorney.

4. **FEE RETAINER:** It is agreed by both parties that there will be no fee retainer in this case.

5. **BILLING STATEMENTS:** Periodic statements will be sent for fees and approved costs incurred. Each statement will be due within 30 days of its date.

6. **DISCHARGE AND WITHDRAWAL:** The Client may discharge the law firm at any time. The law firm may withdraw with the Client's consent or for good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to follow advice on a material matter or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all

services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you along with any funds or property of yours in the law firm's possession.

The foregoing terms are understood and accepted.

THE LAW FIRM OF TERRYANN S. HOWELL, P.A.

DATE: _____ BY:_____
TERRYANN S. HOWELL, ESQ.

TOWN OF BAY HARBOR ISLANDS

DATE: _____ BY: _____
LINDSLEY NOEL, MAcc
TOWN MANAGER

ATTEST:

_____
EVELYN HERBELLO
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFIENCY:

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

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 7.

ITEM: Consideration and **Approval** of a resolution updating the signers on the Town's accounts with Bank of America. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
The proposed resolution will update the list of signers on the accounts with Bank of America to add officials who are authorized to sign and to remove the names of individuals who are no longer with the town.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no fiscal impact.

BUDGET IMPACT:

Submitted By: Sandra Siefken, Finance Director

ATTACHMENTS

1.	Resolution - Town Signers on Bank of American Account - August 13, 2025
2.	Staff Memo for Council Agenda Items - Signatures for Bank of America 8-13-2025

RESOLUTION NO. _____

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

BE IT RESOLVED that the executive officers of this Town, or their successors are authorized to sign, be and are hereby authorized to deposit the funds of the Town from time to time with BANK OF AMERICA, N.A., and until further order of the Town Council to withdraw same from time to time upon check or draft of the Town, or other orders for payment of money, signed in the name of the Town in the following manner:

1. Town of Bay Harbor Islands - General Fund - Operation Account
2. Town of Bay Harbor Islands - General Fund - Tax Receipts
3. Town of Bay Harbor Islands - General Fund - Accounts Payable
4. Town of Bay Harbor Islands - Broad Causeway - Revenue Fund
5. Town of Bay Harbor Islands - Broad Causeway - Debt Service Fund
6. Town of Bay Harbor Islands - Parking Meter Fund
7. Town of Bay Harbor Islands - Water Revenue Account
8. Town of Bay Harbor Islands - Sewer Operating Account
9. Town of Bay Harbor Islands - Deposit Fund
10. Town of Bay Harbor Islands - Law Enforcement Trust Fund
11. Town of Bay Harbor Islands - Federal Law Enforcement Trust Fund
12. Town of Bay Harbor Islands - S. Wright Services
13. Town of Bay Harbor Islands - Solid Waste Fund
14. Town of Bay Harbor Islands - Sewer Debt Service & Reserve

By Lindsley Noel, Town Manager, or _____

By Alex Rosario Garcia, Accounting Manager _____

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

Isaac Salver _____

Joshua D. Fuller _____

Stephanie Bruder _____

Teri D'Amico _____

Molly Diallo _____

Eric Rappaport _____

Robert Yaffe _____

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

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

PASSED and ADOPTED this 13th day of August 2025.

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

TOWN OF BAY HARBOR ISLANDS
TOWN MANAGER'S OFFICE
MEMORANDUM

TO:	Mayor and Town Council Members
CC:	Joseph S. Geller, Esq., Town Attorney, Evelyn Herbello, Interim Town Clerk
FROM:	Lindsley Noel, Town Manager
DATE:	August 13, 2025
SUBJECT:	Approval of Resolution updating Authorized Signers on the Town's Bank of America Accounts

RECOMMENDATION

Staff recommends that the Town Council approve the attached Resolution updating the official signatures of the Town of Bay Harbor Islands for banking and depository purposes with Bank of America.

BACKGROUND

The Town of Bay Harbor Islands maintains bank accounts at the town's Depository Bank for the disbursement of funds to conduct the business of the town. The Town Council is responsible for designating authorized signatories for checks drawn on the Town's bank accounts. When an event causes an authorized signatory to change, the town will notify the Depository Bank of the change and make appropriate revisions. It is now necessary to change authorized signers on the Town bank accounts due to the change in the Town Manager position.

ANALYSIS

Resolution 2462 was adopted by the Town Council on January 8, 2025, setting the list of authorized employees for bank signatory purposes. This proposed resolution is to update the list of signers.

CONCLUSION

The signatures named in the resolution (Town Manager and Accounting Manager) will be required on checks or drafts, or in the case where two of these signers are not available, or in the case of an emergency, a member of the Town Council is authorized to sign.

FINANCIAL ANALYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Draft Resolution

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 8.

ITEM: Consideration and approval of a resolution awarding a competitive bid contract to BCC Engineering, LLC pursuant to RFQ No. ITB-5-1026-PW-0-2025/FVR, for Engineering Consultant services for bridge project, compliance and support.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

- **FY 2024–2025:** No financial impact
- **FY 2025–2026:** $1,000,000 proposed budget allocation

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS

1.	Resolution Agreement with BCC Engineering, LLC(61812630.3)
2.	Agreement Revised
3.	Propose rates town
4.	Solicitation

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND BCC ENGINEERING, LLC FOR ENGINEERING CONSULTANT SERVICES FOR BRIDGE PROJECT AND COMPLIANCE SUPPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously issued RFQ-5-1026-PW-0-2025/FVR in accordance with the Consultants' Competitive Negotiation Act, Florida Statutes Section 287.055 (the "CCNA") for a qualified, experienced and licensed firm to provide consulting engineering services for bridge design and construction projects; and

WHEREAS, BCC Engineering, LLC was the only company that provided a response to the RFQ; and

WHEREAS, in accordance with the CCNA the Town has negotiated a fee schedule with BCC Engineering, LLC, which fee schedule is attached hereto and also attached as Exhibit B to the herein referenced agreement; and

WHEREAS, the compensation to be paid to BCC Engineering, LLC for each task order will be approved in accordance with Town code requirements; and

WHEREAS, the Town Council hereby finds the Agreement between the Town and BCC Engineering, LLC for Engineering Consulting Services for Bridge Project, Compliance and Support, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

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

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

Section 2. The Agreement between the Town and BCC Engineering, LLC for Engineering Consulting Services for Bridge Project, Compliance and Support, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

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 August 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

AGREEMENT

between

Town of Bay Harbor Islands

and

BCC Engineering, LLC

for

Engineering Consultant Services for Bridge Project and Compliance Support

RFQ No. 5-1026-PW-0-2025/FVR

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 2025 by and between:

Town of Bay Harbor Islands, a Florida municipality, (hereinafter referred to as "Town")

and

BCC Engineering, LLC, a Florida limited liability company (hereinafter referred to as "CONSULTANT")

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida at its meeting of ____, 2025, authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of _____, RFQ No. 5-1026-PW-0-2025/FVR, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated _____, 2025, and any duly authorized and executed Amendments to the Agreement.

1.2 BASIC SERVICES**:** Services performed by CONSULTANT for the authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay identified amounts to the Contractor for services performed by the Contractor on the Project.

1.4 CHANGE ORDER: A written order executed by both Parties to the CONSULTANT approved by the TOWN authorizing a revision of this Agreement between the TOWN and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

1.5 TOWN: The Town of Bay Harbor Islands, a Florida municipality.

1.6 TOWN MANAGER: The Town Manager of the Town of Bay Harbor Islands, Florida.

1.7 COUNCIL: The Town Council of the Town of Bay Harbor Islands, Florida, which is the governing body of the TOWN government.

1.8 CONSTRUCTION COST: The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.

1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.11 CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 CONTRACT ADMINISTRATOR: The (Department) Director for the Town of Bay Harbor Islands, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.13 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN("Contract for Construction") to perform the construction services required to complete the Project.

1.14 DEPARTMENT DIRECTOR**:** The (Department) Director for the Town of Bay Harbor Islands.

1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.

1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design, and construction may occur in separate phases and Task Orders at the TOWN's discretion.

1.23 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the Town Engineer, Town of Bay Harbor Islands.

1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the TOWN and CONSULTANT.

1.26 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes (2024), TOWN has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2024), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Professional Engineering Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the

work. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. The TOWN shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes (2024), and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to TOWN. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: Town of Bay Harbor Islands Request for Qualifications No. RFQ No. 5-1026-PW-0-2025/FVR

Fifth priority: CONSULTANT's response to Town of Bay Harbor Islands Request for Qualifications No. RFQ No. 5-1026-PW-0-2025/FVR

5.2 Anything shown on the drawings and not mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 TERM.

7.1.1 The initial term of this Agreement shall commence upon final execution by the TOWN and shall expire three (3) years from that date or the day after the current Agreement expires, whichever is later. The TOWN reserves the right to extend the Agreement for up to seven (7) additional one (1) year terms providing all terms, conditions and specifications remain the same and both parties agree to the extension.

7.1.2 In the event the work is scheduled to end because of the expiration of the Agreement, CONSULTANT shall continue the work upon the request of the TOWN as authorized by the Town Council. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the current Agreement. CONSULTANT shall be compensated for work at the rates in effect when this extension clause in invoked by the TOWN.,

7.2 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

7.4 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced and to inform TOWN of all facts and details related to the delay.

7.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with TOWN or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 8 for all services rendered by CONSULTANT beyond the substantial completion date.

7.6 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the TOWN and CONSULTANT as the services are requested and authorized by the TOWN.

7.7 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project-related Task Orders for additional services.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include reimbursements as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which

means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit “B” to this Agreement.

A not to exceed proposal shall be accompanied by the CONSULTANT’s estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursable related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and sub-consultants and communication expenses, long-distance telephone, courier and express mail between CONSULTANT’s and sub-consultants various offices are not reimbursable under this Agreement. Reimbursable shall include only the following listed expenses:

A. Cost of reproduction, postage, and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, that are reproduced for CONSULTANT’s internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by the Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

8.2.2 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

8.4.1 TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the

requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

8.4.3 Payments are scheduled to be made by TOWN to CONSULTANT using a Check.

BCC Engineering, LLC
6401 SW 87th Avenue Suite 200
Miami, FL 33173

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

9.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Miami-Dade County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the TOWN, assist the TOWN in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on the Town of Bay Harbor Islands Procurement Ordinance.

10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The TOWN recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. In such a circumstance, the TOWN may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the TOWN;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the TOWN until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The TOWN may approve an increase in the Estimated Construction Cost of the Project;
- The TOWN may reject all bids or proposals and may authorize re-bidding;
- The TOWN may if permitted, approve a renegotiation of the Project within a reasonable time;
- The TOWN may abandon the project and terminate CONSULTANT's work

authorization and Services for the Project; or The TOWN may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the TOWN for such Services.

10.4 The CONSULTANT may be requested to provide the TOWN with a list of recommended, prospective proposers.

10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.

10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.

10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications, and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

10.8 The TOWN shall make decisions on claims regarding the interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.9 The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the TOWN which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the TOWN.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the TOWN which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less

than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.9.4 To obtain such recovery, the TOWN shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional costs to the TOWN.

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and the TOWN's right to recover the same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under $100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Miami-Dade County, Florida.

ARTICLE 11
TOWN'S RESPONSIBILITIES

11.1 TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal, all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing

of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10), Florida Statutes (2024). They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the TOWN's sole risk and without liability or legal exposure to CONSULTANT or its subconsultants. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the TOWN and CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely or satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for

the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, the CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate in the event TOWN or the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the TOWN to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 12.1 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services that have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the TOWN of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for the convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color,

gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

The TOWN encourages MBE/WBE participation in its projects and the purchase of goods and services. The CONSULTANT shall make a good faith effort to support and promote MBE/WBE participation throughout the project. The CONSULTANT will be required to document all such efforts and provide the TOWN with this documentation at the end of the Project, or, for longer-term projects, at the end of each TOWN fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN, may not submit a bid on a contract with the TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to the TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the TOWN, and may not transact any business with the TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the Town purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultants. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including the subconsultant's scope of work and fees, for review and approval by the TOWN prior to the subconsultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract

Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

Parsons Transportation Group, Inc
Manuel G Vera & Associates, Inc
Miller, Legg & Associates, Inc
I.F. Rooks & Associates, LLC
HR Engineering
Greenman-Pedersen, Inc
Dade Moeller & Associates, Inc
Janus Research, Inc
Smart Sciences, Inc
Intera Incorporate
Media Relations Group, LLC
Concorr, Inc

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONSULTANT shall, upon written notice from TOWN, defend against such action or proceeding by counsel

approved by the TOWN.

12.9.2 To the extent considered necessary by Contract Administrator and TOWN, any sums due the CONSULTANT under this Agreement may be retained by TOWN until all of the TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

12.10 LIMITATION OF TOWN'S LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of this Agreement, so that the TOWN's liability for any breach never exceeds the sum of $1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00 less the amount of all funds actually paid by the TOWN to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the TOWN shall not be liable to the CONSULTANT for damages in an amount in excess of $1,000.00, which amount shall be reduced by the amount actually paid by the TOWN to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes (2024), or to extend the TOWN's liability beyond the limits established in said Section 768.28 (2024); and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the TOWN under the provisions of this Agreement.

12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. CONSULTANT shall provide the Town a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the TOWN's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All

insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the TOWN's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the TOWN, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the TOWN's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The TOWN, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the TOWN, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than $2,000,000 each claim and $2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the TOWN, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Umbrella/Excess Liability

The Consultant shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by Town Ordinance(s).

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the TOWN's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the TOWN, its officials, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a) CONSULTANT shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b) CONSULTANT shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d) In the event the Agreement term or any surviving obligation of

CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.

e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f) The Town shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.

g) The Town shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.

h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>

Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the Town as an Additional Insured shall be at CONSULTANT's expense.
If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the TOWN's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the TOWN, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the Town confirmation of coverage renewal via an

updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the TOWN's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The Town reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

2.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any

services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami Dade County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each Exhibit referred to in this Agreement form an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts. Each counterpart will be an original, but all counterparts will constitute a single instrument.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Town Manager
Bay Harbor Islands
1030 95th Street
Trailer __
Bay Harbor Islands, FL 33154
Telephone: (305)866-6241

With a copy to: Town Attorney
Bay Harbor Islands
1030 95th Street
Trailer __
Bay Harbor Islands, FL 33154
Telephone: (305) 866-6241

CONSULTANT: BCC Engineering, LLC
Victor H. Herrera
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
(305) 670-2350

12.28 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.29 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determining whether additional or more stringent environmental, health, safety, and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof and warrants that all such persons shall be fit and qualified to carry out the Work.

12.30 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.31 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines that the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.32 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.33 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Miami-Dade County, the Town of Bay Harbor Islands, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.34 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorist Sectors List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022),

as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorist Sectors List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

12.35 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____TOWN CLERK'S OFFICE, 1030 95th STREET, BAY HARBOR ISLANDS, FLORIDA, 33154, PHONE: (305)866-6241; e-mail _____.

CONSULTANT shall:

1. Keep and maintain public records required by the TOWN in order to perform the service.

2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the TOWN.

3. Upon completion of the Agreement, transfer, at no cost to the TOWN, all public records in possession of CONSULTANT or keep and maintain public records required by the TOWN to perform the service. If CONSULTANT transfers all public records to the TOWN upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a

format that is compatible with the information technology systems of the TOWN.

12.36 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the TOWN's approval, and indemnify and hold harmless the TOWN from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the TOWN's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patents or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.37 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the TOWN as provided herein.

12.38 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.39 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

12.40 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the CONSULTANT and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its sub-consultants, if any, to provide the CONSULTANT with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The TOWN, the CONSULTANT, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The TOWN, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the sub-consultant, and the CONSULTANT shall comply with such order.

4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the TOWN as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

12.41 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the Town with an affidavit signed by an officer or a

representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN

TOWNOF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
Lindsley Noel
Town Manager

Date: _____

ATTEST:

By: _____
_____
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney
By: Joseph S. Geller Esq

WITNESSES:

BCC ENGINEERING, LLC,
a Florida limited liability company.

_____

By: _____

_____
Print Name

Print Name: _____

Title: _____

_____

_____
Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by (Name) as (Title) of BCC Engineering, LLC, a Florida limited liability company.

_____
(Signature of Notary Public - State of Florida)

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

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

The Town is seeking the services of qualified consulting firm(s) to provide Professional Services related to a continuing contract for Engineering Consultant Services. Consultant must be registered and licensed with the State of Florida and the Florida Department of Transportation (FDOT). Additionally, Consultant must demonstrate substantial experience in major bridge design and construction projects. Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Require Qualifications

The selected firm(must possess:

- Demonstrated experience in major bridge design and construction projects
- Minimum of three (3) successfully completed bridge projects within the last ten (10) years
- Professional staff with specialized bridge design expertise
- Knowledge of current FDOT and AASHTO bridge design standards
- Experience with bridge inspection and rehabilitation projects
- Familiarity with local marine conditions and requirements
    - The firm must be technically prequalified in the following types of work with FDOT:

        - Group 3 Highway Design – Roadway
            - 3.1 Minor Highway Design
            - 3.2 Major Highway Design
            - 3.3 Controlled Access Highway Design
        - Group 4 Highway Design Bridges
            - 4.1.1 Miscellaneous Structures
            - 4.1.2 Minor Bridge Design
            - 4.2.2 Major Bridge Design – Steel
        - Group 5 Bridge Inspection
            - 5.1 Conventional Bridge Inspection
            - 5.3 Complex Bridge Inspection
            - 5.4 Bridge Load Rating
        - Group 6 Traffic Engineering and Operation Studies
            - 6.1 Traffic Engineering Studies
            - 6.2 Traffic Signal Timing
            - 6.3.1 Intelligent Transportation Systems Analysis and Design
            - 6.3.2 Intelligent Transportation Systems Implementation
            - 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communications

- 6.3.4 Intelligent Transportation Systems Software Development
- Group 7 Traffic Operations Design
  - 7.1 Signing, Pavement Marking and Channelization
  - 7.2 Lighting
  - 7.3 Signalization
- Group 8 Survey and Mapping
  - 8.1 Control Surveying
  - 8.2 Design, Right of Way & Construction Surveying
  - 8.4 Right of Way Mapping
- Group 10 Construction Engineering Inspection
  - 10.1 Roadway Construction Engineering Inspection
  - 10.3 Construction Material Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI
- Group 13 Planning
  - 13.5 Subarea / Corridor Planning
  - 13.6 Land Planning/Engineering
  - 13.7 Transportation Engineering
- Group 15 Landscape Architect

3.3 Scope of Services

The Town of Bay Harbor Islands is seeking consultant in engineering and environmental disciplines. Generally, services for this projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

3.4 Work Standards

In providing professional services, Consultant(s) shall take all reasonable care which are industry standards or as defined in Florida Statutes or Florida Administrative Codes. Consultant(s) shall also provide all work product documentation including but not limited to; data, studies, surveys, drawings, maps, models, photographs, reports, designs, calculations, test results, etc., that shall become the property of the Town and shall be delivered to the Town upon termination of this contract or upon the request of the Town.

FDOT Compliance Requirements

All work performed under this contract shall comply with applicable Florida Department of Transportation (FDOT) requirements, including but not limited to the **FDOT Design Manual (FDM)**, the **Local Agency Program (LAP) Manual**, and any other FDOT procedures, design criteria, and standard specifications relevant to the classification of the project. Consultant shall ensure that deliverables and services meet the requirements outlined in **Table 1 of Chapter 17-5 of the LAP Manual**, as applicable, and assist the Town in maintaining compliance with all LAP requirements.

3.5 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.
b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the Town and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Prepare feasibility and conceptual planning documents.
f) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
g) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
h) Provide public education/notification assistance.
i) Participate in construction administration as required by the Town.
j) Prepare legal descriptions, exhibits, and surveys.
k) Provide expert witness testimony.
l) Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits and environmental clearances from applicable agencies.
m) Represent the Town with regulatory agencies.
n) Prepare periodic project status reports.
o) Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
p) Attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
q) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
r) Participate in pre-construction conference as requested by the Town.
s) Review and determine the acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
t) Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.
u) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.
v) Review as-built drawings provided by the construction Consultant and provide written comments to the Town.
w) Provide services related to construction management and inspections, and/or specialty inspection.
x) Provide project management services and act as an extension of the Town's project management staff for the design, bidding, and construction management

of municipal projects.

y) Architectural Design
z) Landscape Architecture
aa) ADA Analysis and Design
bb) Sustainable Design
cc) Structural Design
dd) Construction Engineering Inspection

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards and specifications.

3.6 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.7 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple Consultant will be selected, and multiple Consultant may be selected for more than one of the (1) functional areas below:

a) Transportation engineering (including major bridge design and construction)
b) Structural engineering (with emphasis on bridge structures)
c) Environmental engineering
d) Surveying and mapping services and Geographic Information and mapping services (GIS)
e) Photogrammetry and remote sensing
f) Geotechnical engineering
g) Coastal engineering
h) Water resources engineering
i) Hydrology and hydraulic engineering
j) Mechanical engineering
k) Electrical Engineering
l) Plan Review
m) Architectural Design.
n) Traffic Engineering
o) Construction Engineering Inspection.
p) Planing.
q) Bridge Engineering Services including:
   - Bridge design and rehabilitation
   - Structural analysis
   - Marine structure design
   - Bridge inspection services
   - Bridge load rating analysis

- Seismic analysis
- Foundation design
- Construction phase services for bridge projects Construction engineering and inspection.

3.8 Quality Assurance/Quality Control

It is the intention of the Town that the awarded consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The Town shall only accept submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.

The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.9 Document Submittal Format

All documents generated as a result of projects will become the property of the Town of Bay Harbor Islands. All projects documents shall be provided in a digital and hard copy format meeting all Town of Bay Harbor Islands format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the Town Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the Town's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated Town standards.

CCNA- Engineering Consultant Services for Bridge Proj and Support.

Hourly Billing Rates for Task Orders

Classification
CIVIL ENGINEERING SERVICES
TRANSPORTATION/BRIDGE ENGINEERING SERVICES
WATER & WASTEWATER ENGINEERING SERVICES
STRUCTURAL ENGINEERING SERVICES
Principal Engineer
Project Manager
Chief Engineer
Project Engineer (PE)
Staff Engineer, E.I.
Senior Designer
Drafts Person/CADD Operator
Clerical/Administrative Staff
Chief Planner
Senior Planner
Project Planner
Planner
Chief Utility Coordinator
Utility Coordinator
Mechanical/Electrical/Architecture
Mechanical Engineer (PE)
Electrical Engineer (PE)
Project Architect
Landscape Architecture and Planning Services
Senior Landscape Architect
Project Landscape Architect
Staff Landscape Architect
Landscape / Irrigation Designer
Environmental Services / Monitoring
Principal Scientist

Sr. Environmental Scientist II
Sr. Environmental Scientist I
Project Environmental Scientist II
Project Environmental Scienitist I
Staff Environmental Scientist II
Staff Environmental Scientist I
Field Technician
Clerical/Administrative Staff
Environmental Services / Monitoring
Principal Scientist
Sr. Environmental Scientist I
Project Environmental Scienitist I
Staff Environmental Scientist I
Field Technician
Clerical/Administrative Staff
Geotechnical Engineering
A. FIELD SERVICES & TESTING
TEST BORINGS
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 0-50Ft
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 50-100Ft
Grout Boreholes-Truck-Mounted Rig: 0-50Ft
Grout Boreholes-Truck-Mounted Rig: 50-100Ft
Temporary Casing 3" - Truck-Mounted Rig: 0-50Ft
Temporary Casing 3" - Truck-Mounted Rig: 50-100Ft
Extra SPT Samples - Truck-Mounted Rig: 0-50Ft
Extra SPT Samples - Truck-Mounted Rig: 50-100Ft
Geo Wash Boring - 0-50Ft
Geo Wash Boring - 50-100Ft
Drill Rig Mobilization - Truck Mounted
Mobilization Tri-Pod
MOT Arrow Board
MOT Cones
MOT Signs
Geo/MOT Drill Crew Support Vehicle
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method): 0 - 15 Ft
Double Ring Infiltration Test (DRI)
Asphalt Pavement Coring - 6" Dia without Base Depth Check
Geo Drill Crew - 2 Person
Geo Drill Crew - 3 Person

SOIL TESTING
Field Density/Test (five [5] minimum per visit)
Standard Proctors (Each)
Modified Proctors (Each)
Limerock Bearing Ratio Test (Each)
Atterberg Limit Test (Each)
Soils Corrosion Series (FM 5-550 through 5-553)
Soils Materials Finer than 200 Sieve (FM 1-T011)
Soils Moisture Content Lab (AASHTO T265)
Soils Organic Content Ignition (FM 1 T-267)
Soils Particle Size Analysis (AASHTO T88)
SAMPLING & TESTING OF FRESH CONCRETE
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature) (Per Hour)
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory (Per Set, 5
Cylinder Pickup (Per Hour)
Engineering Technician (Stand-by Time)
MASONARY MATERIALS
Field Sampling (sampling, molding, flow cone test, testing, temperature) (Per Hour)
Grout Prism Test - Per Prism
2"x2" Cubes Test (Six [6] per set) - Per Cube
Masonry Sample Pickup (Per Hour)
AGGREGATE TESTING
Grain size determination:
A. Full grain size (8 sieves)
B. Wash through (#200)
Sieve Analysis – Course Aggregate
ASPHALT TESTING
Asphalt Cores (obtaining core samples) (Min. 3) - Does Not Include MOT, Report
MISCELLANEUS SERVICES
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details), 2" dia., min. 2
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details), 2" dia., min 2
Drill Rig Mobilization - Truck Mounted
FOUNDATION TESTING SERVICES
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization,

SITE PREPARATION MONITORING & TESTING
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)
MONITOR WELL INSTALLATION & TESTING
Non-Environmental (2-inch diameter)* 0 - 25-ft depth
Environmental (2-inch diameter)* 0 - 25-ft depth
Drill Rig Mobilization - Truck Mounted
Well sampling * (Inspector)
B. PERSONNEL
Principal Engineer
Senior Engineer
Project Engineer (PE)
Staff Engineer
Sr. Inspector
Inspector
Drafts Person/Cad Operator
Clerical/Administrative Staff
Land Surveying & Mapping Services
Principal Surveyor
Sr. Professional Land Surveyor
Professional Land Surveyor
Survey CADD / GIS Tech
Field Crew Supervisor
Survey Crew
Administrative
Marine / Coastal Engineering
Principal Engineer
Senior Engineer / Project Manager
Project Engineer (PE)
Staff Engineer, E.I.
Senior Designer
Subsurface Utility Exploration
Project Manager/PE/PLS PLS
Utility Location Manager/Party Chief
CADD Operator
Technical Locator/Instrument Op.
Clerical
1 Utility Test Hole 0-6' - per hole

2 Utility Test Holes 0-6' - per hole
3 or More Utility Test Holes 0-6' - per hole
Excess Depth (Over 6') - per foot
Traffic Control – Arrow Board**
Construction, Engineering, and Inspections
Senior Project Engineer II
Senior Project Engineer I
Project Administrator / Project Engineer
Senior Inspector
Inspector
Corrosion Testing
Senior Engineer / Project Manager
Project Environmental Scientist
Field Crew Supervisor
Survey Crew
Photogrammetric Mapping Services
SUR Aerial Sensor Operator
SUR Chief Surveyor
SUR Mobile Survey Analyst 3
SUR Single Engine Aircraft Pilot
Technician Aid
Cultural Resources
Project Manager
Archaeologist
Chief Archaeologist
Senior Archaeologist
Chief Scientist (Chief Architectural Historian)
Senior Scientist (Senior Architectural Historian)
Scientist (Architectural Historian)
Graphic Designer
Secretary/Clerical
PUBLIC INVOLVEMENT
Senior Community Outreach Specialist
Community Outreach Specialist
Graphic Designer
CIVIL ENGINEERING SERVICES
Principal Engineer
Senior Engineer / Project Manager
Project Engineer (PE)

Staff Engineer, E.I.
Senior Inspector
Inspector
Drafts Person/CADD Operator
Clerical/Administrative Staff
Intern
Environmental Services / Monitoring
Sr. Environmental Scientist
Project Environmental Scientist
Staff Environmental Scientist
Field Technician

ject, Compliance

Hourly Rate	Propose Rates
BCC Engineering	
$ 535.22	$ 280.00
$ 319.17	$ 245.00
$ 310.66	$ 230.00
$ 243.99	$ 175.00
$ 144.90	$ 125.00
$ 162.09	$ 125.00
$ 135.38	$ 95.00
$ 84.00	$ 70.00
$ 238.48	$ 135.00
$ 157.08	$ 140.00
$ 136.35	$ 110.00
$ 105.79	$ 90.00
$ 180.00	$ 160.00
$ 90.00	$ 90.00
Subconsultant - Parsons	
$ 369.90	$ 220.00
$ 305.52	$ 220.00
$ 245.68	$ 190.00
Subconsultant - Miller Leg	
$ 230.00	$ 205.00
$ 170.00	$ 170.00
$ 140.00	$ 110.00
$ 125.00	$ 100.00
Subconsultant -SmartSciences	
$ 285.00	$ 210.00

$ 225.00	$ 195.00
$ 185.00	$ 155.00
$ 170.00	$ 140.00
$ 165.00	$ 115.00
$ 150.00	$ 110.00
$ 135.00	$ 90.00
$ 100.00	$ 85.00
$ 75.00	$ 70.00
Subconsultant - NV5	
$ 300.00	$ 210.00
$ 175.00	$ 155.00
$ 150.00	$ 115.00
$ 125.00	$ 90.00
$ 115.00	$ 70.00
$ 75.00	$ 70.00

Subconsultant - HRES	Unit	
-	-	
-	-	
$ 18.00	LF	$ 18.00
$ 24.00	LF	$ 24.00
$ 8.50	LF	$ 8.00
$ 11.00	LF	$ 9.00
$ 10.50	LF	$ 10.50
$ 11.50	LF	$ 11.50
$ 60.00	LF	$ 40.00
$ 70.00	LF	$ 55.00
$ 10.00	LF	$ 10.00
$ 15.00	LF	$ 12.50
$ 500.00	EACH	$ 425.00
$ 400.00	EACH	$ 350.00
$ 50.00	EACH	day
$ 3.50	EACH	$ 3.50
$ 5.00	EACH	$ 5.00
$ 50.00	HOUR	$ 42.50
$ 550.00	EACH	$ 475.00
$ 600.00	EACH	$ 525.00
$ 150.00	EACH	$ 125.00
$ 170.00	HOUR	$ 150.00
$ 255.00	HOUR	$ 225.00

-			
$ 75.00	EACH	$	55.00
$ 170.00	EACH	$	145.00
$ 190.00	EACH	$	165.00
$ 350.00	EACH	$	350.00
$ 95.00	EACH	$	90.00
$ 180.00	EACH	$	160.00
$ 55.00	EACH	$	40.00
$ 20.00	EACH	$	20.00
$ 55.00	EACH	$	45.00
$ 65.00	EACH	$	55.00
-			
$ 85.00	HOUR	$	75.00
$ 145.00	SET	$	100.00
$ 75.00	HOUR	$	60.00
$ 85.00	HOUR	$	85.00
-			
$ 85.00	HOUR	$	55.00
$ 175.00	EACH	$	11.00
$ 45.00	EACH	$	45.00
$ 75.00	HOUR	$	60.00
-			
-			
$ 85.00	EACH	$	80.00
$ 60.00	EACH	$	60.00
$ 85.00	EACH	$	75.00
-			
$ 100.00	EACH	$	85.00
-			
$ 65.00	LF	$	40.00
$ 90.00	LF	$	50.00
$ 500.00	EACH	$	450.00
-			
$ 200.00	HOUR	$	175.00

-			
Same as Field Density/Test (five [5] minimum) Above	EACH		
-			
$ 65.00	LF	$	40.00
$ 90.00	LF	$	50.00
$ 500.00	EACH	$	450.00
$ 95.00	HOUR	$	90.00
-			
-			
$ 185.00	HOUR	$	185.00
$ 155.00	HOUR	$	155.00
$ 115.00	HOUR	$	115.00
$ 115.00	HOUR	$	110.00
$ 95.00	HOUR	$	82.51
$ 95.00	HOUR	$	95.00
$ 62.00	HOUR	$	62.00
Subconsultant - MG Vera			
$ 334.17	$	220.00	
$ 244.32	$	190.00	
$ 212.17	$	150.00	
$ 109.30	$	109.30	
$ 176.81	$	120.00	
$ 247.53	$	210.00	
$ 112.51	$	70.00	
Subconsultant - Intera			
$ 295.03	$	280.00	
$ 253.82	$	220.00	
$ 182.91	$	182.91	
$ 118.31	$	118.31	
$ 108.34	$	108.34	
Subconsultant - MG Vera			
$ 220.21	$	220.21	
$ 125.37	$	125.37	
$ 138.23	$	115.00	
$ 99.66	$	90.00	
$ 112.51	$	70.00	
$ 2,434.97	$		

$ 1,217.49	$		
$ 858.00	$		
$ 139.04	$		
$ 278.07	$	50.00	day
BCC Engineering - CEI			
$ 374.40	$	225.00	
$ 208.00	$	200.00	
$ 217.60	$	190.00	
$ 134.40	$	134.00	
$ 96.00	$	96.00	
Subconsultant - Concorr			
$ 300.59	$	220.00	
$ 106.93	$	106.93	
$ 80.06	$	80.06	
$ 56.34	$	56.34	
Subconsultant - IF Rooks			
$ 79.60	$	79.60	
$ 290.86	$	225.00	
$ 119.78	$	100.00	
$ 127.36	$	127.36	
$ 79.60	$	70.00	
Subconsultant - Janus Research			
$ 255.16	$	220.00	
$ 79.99	$	75.00	
$ 142.23	$	130.00	
$ 90.14	$	90.14	
$ 198.11	$	190.00	
$ 135.79	$	135.79	
$ 80.02	$	80.02	
$ 80.43	$	80.43	
$ 54.08	$	54.08	
Subconsultant - MRG			
$ 121.25	$	85.00	
$ 87.80	$	55.00	
$ 109.40	$	85.00	
Subconsultant - GPI			
$ 267.84	$	267.84	
$ 231.66	$	220.00	
$ 129.77	$	129.77	

$ 128.40	$	128.40
$ 119.20	$	110.00
$ 82.51	$	82.51
$ 109.08	$	95.00
$ 83.11	$	70.00
$ 99.83	$	50.00
Subconsultant - GPI		
$ 209.64	$	200.00
$ 163.99	$	150.00
$ 91.51	$	91.51
$ 82.51	$	80.00

TOWN OF BAY HARBOR ISLANDS

Request for Qualifications

RFQ -5-1026-PW-0-2025/FVR

Engineering Consultant Services for Bridge Project, Compliance and Support.

Pursuant to Section 287.055 Consultants' Competitive Negotiation Act (CCNA)

1.INTRODUCTION

1.1 Purpose

The Town of Bay Harbor Islands is actively seeking qualified, experienced, and licensed firm(s) to provide **Engineering Consultant Services for Bridge Project Compliance and Support**, as further described in Section III – Scope of Services. Those Consultant who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Sealed responses shall be delivered during the Town's normal business hours in a sealed envelope and addressed to the Town of Bay Harbor Islands Clerk's Office, 1030 95th Street, Town of Bay Harbor Islands, FL 33154 (Town Hall) no later than **May 6th, 2025**, at **3:00 p.m EST** (the deadline), at which time and place the responses will be publicly opened and the names of the Consultant will be read. After the deadline, responses will not be accepted. Consultant are responsible for making certain that their proposal is received at the location specified by the due date and time. The Town of Bay Harbor Islands is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The Town's normal business hours are Monday through Friday, 9:00 a.m. through 5:00p.m. excluding holidays observed by the Town.

All bids will be opened by the Town Clerk's Office.

1.3 Pre-Proposal Meeting

A Pre-proposal meeting is not currently scheduled for this solicitation.

1.4 DEMANDSTAR

The Town of Bay Harbor Islands uses DEMANDSTAR (www.DEMANDSTAR.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from DEMANDSTAR. Consultants are strongly encouraged to read the various vendor Guides and Tutorials available in DEMANDSTAR well in advance of their intention of submitting a response to ensure familiarity with the use of DEMANDSTAR. The Town shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of DEMANDSTAR.

1.5 Point of Contact

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via email to:

Attn: Fausto Vargas, Procurement Officer
1030 95th Street, Town of Bay Harbor Islands, FL 33154
Phone: (305) 866-6241
E-mail: fvargasreyes@bayharborislands-fl.gov

Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of DEMANDSTAR Site). Consultants, please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Consultant has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted per all specifications in this solicitation. The questions and answers submitted in DEMANDSTAR shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal or State of Florida department or agency.

1.7 Scrutinized Companies List

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The Town may terminate this Agreement at the Town's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

By submitting a bid, SOQ or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

2.General Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact by email and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the Town and uploaded to DEMANDSTAR as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any Town official, officer, staff, or agent be binding upon the Town and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a SOQ at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Consultants' Costs

The Town shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.5 Acceptance of Responses / Minor Irregularities

2.5.1 The Town reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Consultant or, does not affect the fundamental fairness of the solicitation process. The Town also reserves the right to reissue a Request for Qualifications.

2.5.2 The Town reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal

practices on the part of the Consultant.

2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

The Professional Consultant must be licensed and registered as an engineering consultant with the State of Florida and the Florida Department of Transportation (FDOT). Due to the specialized nature of the work, the Consultant must demonstrate substantial experience in major bridge design, with a minimum of three (3) successfully completed bridge projects within the past ten (10) years.

The Consultant must also demonstrate sufficient financial stability, equipment resources, and organizational capacity to successfully perform the required services under this contract. The firm or its assigned project principals must provide evidence of successfully completing projects of similar scope and magnitude for at least one municipality comparable to the Town of Bay Harbor Islands in both size and complexity. Alternatively, the Consultant may demonstrate equivalent experience through large-scale private sector projects, supported by evidence of their managerial expertise and financial capability to successfully execute the work.

Consultant shall satisfy each of the following requirements cited below. Failure to do so may result in the SOQ being deemed non-responsive

2.8.1 -The qualified firm must provide the technically prequalification letter by the FDOT Professional Services Qualification Administrator with the submittal.
-Proposer or principals must have a minimum of Ten (10) years relevant experience providing General Engineering Consulting Services, including demonstrated expertise in bridge design and construction.
-Individual(s) assigned to the work must have a minimum of Ten (10) years' experience, with at least three (3) years specifically in bridge-related projects.
-Project manager assigned to the work must have:

- Minimum of Ten (10) years' experience in General Engineering Consulting Services
- Served as project manager on at least three (3) previous projects of similar size and scope
- Demonstrated experience managing FDOT LAP projects
- Professional Engineering license in the State of Florida
- The firm must be technically prequalified in the following types of work with FDOT:

- Group 3 Highway Design – Roadway
  - 3.1 Minor Highway Design
  - 3.2 Major Highway Design
  - 3.3 Controlled Access Highway Design
- Group 4 Highway Design Bridges
  - 4.1.1 Miscellaneous Structures
  - 4.1.2 Minor Bridge Design
  - 4.2.2 Major Bridge Design – Steel
- Group 5 Bridge Inspection
  - 5.1 Conventional Bridge Inspection
  - 5.3 Complex Bridge Inspection
  - 5.4 Bridge Load Rating
- Group 6 Traffic Engineering and Operation Studies
  - 6.1 Traffic Engineering Studies
  - 6.2 Traffic Signal Timing
  - 6.3.1 Intelligent Transportation Systems Analysis and Design
  - 6.3.2 Intelligent Transportation Systems Implementation
  - 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communications
  - 6.3.4 Intelligent Transportation Systems Software Development
- Group 7 Traffic Operations Design
  - 7.1 Signing, Pavement Marking and Channelization
  - 7.2 Lighting
  - 7.3 Signalization
- Group 8 Survey and Mapping
  - 8.1 Control Surveying
  - 8.2 Design, Right of Way & Construction Surveying
  - 8.4 Right of Way Mapping
- Group 10 Construction Engineering Inspection
  - 10.1 Roadway Construction Engineering Inspection
  - 10.3 Construction Material Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI
- Group 13 Planning
  - 13.5 Subarea / Corridor Planning
  - 13.6 Land Planning/Engineering
  - 13.7 Transportation Engineering
- Group 15 Landscape Architect

2.8.2 Before awarding a contract, the Town reserves the right to require that a firm submit such evidence of his/her qualifications as the Town may deem necessary. Further, the Town may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the Town and performance evaluation for services, in making the award in the best interest of the Town.

2.8.3 Firm or principals shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the Town Commission.

2.8.4 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.

2.8.5 Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service.

2.9 Protest Procedure

2.9.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the town to follow the town's procurement ordinance or any applicable law, may follow the protest procedure as found in the town's procurement ordinance within five (5) days after a notice of intent to award is posted on the town's web site.

2.10 Sub-Consultants

2.10.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through the Consultant or Consultant's firm and not paid directly by the Town. Sub-consultants are permitted by the Town in the performance of the services pursuant to the Agreement. The consultant must clearly reflect in its SOQ the major Sub-Consultant(s) to be utilized in the performance of required services. The Town retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the Town. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required

of Consultant.

2.11 Insurance Requirements

2.11.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the Town a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

2.11.2 The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

2.11.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Consultants.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident

If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager if they are in accordance with Florida Statute.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Umbrella/Excess Liability: The Consultant shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability

2.12.1 Insurance Certificate Requirements

- **a.** The Consultant shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- **b.** The Consultant shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- **e.** The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is

provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The Town shall be named as an Additional Insured on the general liability policy.

g. The Town shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.

h. On section "description of operations / locations / vehicles (attach accord 101, additional remarks schedule, if more space is required)" should read as flows:

TOWN OF BAY HARBOR ISLAND. IS INCLUDED AS ADDITIONAL INSURED

The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Town of Harbor Islands
Procurement Services
1030 95th Street
Town of Harbor Islands, FL 33154

2.12.1 The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Consultant's expense.

2.12.2 If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.12.3 The Consultant's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

2.12.4 Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

2.12.5 All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is

terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

2.12.6 The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the Town's Risk Management office as soon as practical.

2.12.7 It is the Consultant's responsibility to ensure that any and all of the Consultant's independent Consultants and subConsultants comply with these insurance requirements. All coverages for independent Consultants and subConsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

2.12.8 ADDITIONAL COVERAGES REQUIRE

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than $2,000,000 each claim and $2,000,000 aggregate.

Consultant must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the Town.

2.13 Contract Term

The initial contract term shall commence upon final execution of the contract by the Town and shall expire Three (3) years from that date or the day after the current contract expires, whichever is later. The Town reserves the right to extend the contract for seven (7) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the Town as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

By submitting a SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).

2.14 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statues, by the Town Commission. The Town reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the

Town's best interests. The draft agreement is provided herein as an attachment to this RFQ. The Town reserves the right to award a contract to more than one Consultant as is in the Town's best interest.

2.15 Unauthorized Work

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

2.16 Prohibition Against Contingent Fees

The engineer (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person other than a bona fide employee working solely for the engineer (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the engineer (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or another consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.17 Substitution of Personnel

It is the intention of the Town that the Consultant's personnel proposed for the contract will be available for the contract term. In the event the Consultant wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to Town approval. In the event substitute personnel are not satisfactory to the Town and the matter cannot be resolved to the satisfaction of the Town, the Town reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.18 Ownership of Work

The Town shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

2.19 Modification of Services

2.19.1 The Town reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the Town, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the Town on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.19.2 The Town may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the Town prices on such additional items or services. If the price(s) offered are not acceptable to the Town, and the situation cannot be resolved to the satisfaction of the Town, the Town reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.19.3 If the Successful Proposer and the Town agree on modifications or revisions to the task elements, after the Town has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the Town for approval prior to proceeding with the work.

2.20 Invoices/Payment

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the Town shall not approve or accept the Consultant's work product, and agreement cannot be reached between the Town and the Consultant to resolve the problem to the Town's satisfaction, the Town shall negotiate with the Consultant on a payment for the work completed and usable to the Town.

2.21 Cone of Silence

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for including, but not limited to, a particular RFQ, RFQ, solicitation or bid, between:

(1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant; and

(2) The Town Council Members, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFQ upon advertisement of the RFQ. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council Members. However, if the Town Council refers the Town Manager's recommendation back to the Town Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Town Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

(1) Oral communications at pre-bid conferences;

(2) Oral presentations before selection or evaluation committees:

(3) Public presentations made to the Town Council Members during any duly noticed public meeting;

(4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;

(5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(6) Communications with the Town Attorney and his or her staff;

2.22 Hold Harmless and Indemnification.

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

3.Scope of Services

3.1 Purpose

The Town is seeking the services of qualified consulting firm(s) to provide Professional Services related to a continuing contract for Engineering Consultant Services. Consultant must be registered and licensed with the State of Florida and the Florida Department of Transportation (FDOT). Additionally, Consultant must demonstrate substantial experience in major bridge design and construction projects. Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Require Qualifications

The selected firm(must possess:

- Demonstrated experience in major bridge design and construction projects
- Minimum of three (3) successfully completed bridge projects within the last ten (10) years
- Professional staff with specialized bridge design expertise
- Knowledge of current FDOT and AASHTO bridge design standards
- Experience with bridge inspection and rehabilitation projects
- Familiarity with local marine conditions and requirements
    - The firm must be technically prequalified in the following types of work with FDOT:

        - Group 3 Highway Design – Roadway
            - 3.1 Minor Highway Design
            - 3.2 Major Highway Design
            - 3.3 Controlled Access Highway Design
        - Group 4 Highway Design Bridges
            - 4.1.1 Miscellaneous Structures
            - 4.1.2 Minor Bridge Design
            - 4.2.2 Major Bridge Design – Steel
        - Group 5 Bridge Inspection
            - 5.1 Conventional Bridge Inspection
            - 5.3 Complex Bridge Inspection
            - 5.4 Bridge Load Rating
        - Group 6 Traffic Engineering and Operation Studies
            - 6.1 Traffic Engineering Studies
            - 6.2 Traffic Signal Timing
            - 6.3.1 Intelligent Transportation Systems Analysis and Design
            - 6.3.2 Intelligent Transportation Systems Implementation
            - 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communications

- 6.3.4 Intelligent Transportation Systems Software Development
- Group 7 Traffic Operations Design
  - 7.1 Signing, Pavement Marking and Channelization
  - 7.2 Lighting
  - 7.3 Signalization
- Group 8 Survey and Mapping
  - 8.1 Control Surveying
  - 8.2 Design, Right of Way & Construction Surveying
  - 8.4 Right of Way Mapping
- Group 10 Construction Engineering Inspection
  - 10.1 Roadway Construction Engineering Inspection
  - 10.3 Construction Material Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI
- Group 13 Planning
  - 13.5 Subarea / Corridor Planning
  - 13.6 Land Planning/Engineering
  - 13.7 Transportation Engineering
- Group 15 Landscape Architect

3.3 Scope of Services

The Town of Bay Harbor Islands is seeking consultant in engineering and environmental disciplines. Generally, services for this projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

3.4 Work Standards

In providing professional services, Consultant(s) shall take all reasonable care which are industry standards or as defined in Florida Statutes or Florida Administrative Codes. Consultant(s) shall also provide all work product documentation including but not limited to; data, studies, surveys, drawings, maps, models, photographs, reports, designs, calculations, test results, etc., that shall become the property of the Town and shall be delivered to the Town upon termination of this contract or upon the request of the Town.

3.5 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest

listed in this solicitation.

b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the Town and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Prepare feasibility and conceptual planning documents.
f) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
g) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
h) Provide public education/notification assistance.
i) Participate in construction administration as required by the Town.
j) Prepare legal descriptions, exhibits, and surveys.
k) Provide expert witness testimony.
l) Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits and environmental clearances from applicable agencies.
m) Represent the Town with regulatory agencies.
n) Prepare periodic project status reports.
o) Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
p) Attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
q) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
r) Participate in pre-construction conference as requested by the Town.
s) Review and determine the acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
t) Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.
u) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.
v) Review as-built drawings provided by the construction Consultant and provide written comments to the Town.
w) Provide services related to construction management and inspections, and/or specialty inspection.
x) Provide project management services and act as an extension of the Town's project management staff for the design, bidding, and construction management of municipal projects.
y) Architectural Design
z) Landscape Architecture
aa) ADA Analysis and Design
bb) Sustainable Design

cc) Structural Design
dd) Construction Engineering Inspection

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards and specifications.

3.6 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.7 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple Consultant will be selected, and multiple Consultant may be selected for more than one of the (1) functional areas below:

a) Transportation engineering (including major bridge design and construction)
b) Structural engineering (with emphasis on bridge structures)
c) Environmental engineering
d) Surveying and mapping services and Geographic Information and mapping services (GIS)
e) Photogrammetry and remote sensing
f) Geotechnical engineering
g) Coastal engineering
h) Water resources engineering
i) Hydrology and hydraulic engineering
j) Mechanical engineering
k) Electrical Engineering
l) Plan Review
m) Architectural Design.
n) Traffic Engineering
o) Construction Engineering Inspection.
p) Planing.
q) Bridge Engineering Services including:
   - Bridge design and rehabilitation
   - Structural analysis
   - Marine structure design
   - Bridge inspection services
   - Bridge load rating analysis
   - Seismic analysis
   - Foundation design
   - Construction phase services for bridge projects Construction engineering and inspection.

3.8 Quality Assurance/Quality Control

It is the intention of the Town that the awarded consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The Town shall only accept submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.

The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.9 Document Submittal Format

All documents generated as a result of projects will become the property of the Town of Bay Harbor Islands. All projects documents shall be provided in a digital and hard copy format meeting all Town of Bay Harbor Islands format requirements. The project drawings shall be prepared in AutoCAD,

in the version current to the Town Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the Town's CADD specifications for project drawings current at the time of award of the

project. Plot files shall also be prepared and submitted which meet the stated Town standards.

4.Submittal Requirements

4.1 Instructions

4.1.1 Although proposals are accepted 'hard copy' The Town of Bay Harbor Islands uses DEMADSTAR (www.Demadstar.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from DEMADSTAR. Consultant are strongly encouraged to read the various vendor Guides and Tutorials available in DEMADSTAR well in advance of their intention of submitting a response to ensure familiarity with the use of DEMADSTAR. The Town shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of DEMADSTAR.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

4.1.3 All information submitted by Offeror shall be typewritten or provided as otherwise instructed to in the RFQ. Consultant shall use and submit any applicable or required forms provided by the Town and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

4.1.4 Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

4.1.5 All responses will become the property of the Town. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Town. All proposals will become the property of the Town. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the Town under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The Town shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's

response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the Town's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the Town which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes119.07. The Town shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The Town's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Town

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the Town.

4. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

4.1.6 One (1) original and two (2) copies plus four (4) electronic (soft) copies (Flash Drive) of your SOQ, shall be delivered by the due date and time

(deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their SOQs are received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.2 Contents of the Statement of Qualification

The Town deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The Town prefers that responses be no more than fifty (50) pages double- sided, be bound in a soft cover binder, and utilize recyclable and recycled-content materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled thumb drives in an envelope. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

4.2.3 Firm Qualifications and Experience

Respondents must submit and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Organizational Profile and Project Team

This section shall include a detailed profile of the organization and identify the project team Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team. Lastly this section shall include details of how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the Town.

4.2.6 Approach to Scope of Work

Provide in concise narrative form, your understanding of the Town's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the solicitation. Give an overview on your proposed vision, ideas and methodology Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.7 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information shall include:

- Client Name, address, contact person telephone number and e-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the construction; estimated and actual.
- Value engineering or value-added efforts.

4.3 By submitting a SOQ, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statues.

4.4 Before awarding a contract, the Town reserves the right to require that a firm submit such evidence of his/her qualifications as the Town may deem necessary. Further, the Town may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the Town and performance evaluation for services, in making the award in the best interest of the Town.

5.Evaluation and Award

5.1 Evaluation Procedure

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of Town Staff, or other persons selected by the Town Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQ's as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.1.2 The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed Consultant. The committee shall then re-rank the short-listed Consultant based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The Town may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.

5.1.3 The final ranking and the Evaluation Committee's recommendation shall be reported to the Town Commission through and with the concurrence of the Town Manager, who shall request the Town Commission approve the final ranking and authorize staff to commence negotiations with the top ranked proposer(s).

5.1.4 If the Town manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the Town Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.2 Evaluation Criteria

5.2.1 Pre Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the Consultant; and the volume of work

previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified Consultant, provided such distribution does not violate the principle of selection of the most highly qualified Consultant. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2.2 The Town uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The Town shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the Town Manager.

5.2.3 Weighted Criteria	**Percentage**
Qualifications of the firm: To include years of experience, licenses, Insurance, and other pertinent information.	**35**
Qualification of Project Team: To include personnel used for the project, project manager, Subconsultants, joint ventures.	**25**
Approach to Scope of Work	**15**
Previous Similar Projects; References	**25**
TOTAL	**100%**

5.2.4 Florida Statute 287.055 Certified Minority Business Enterprise Certification

In accordance with Florida Statute 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties; Section 2. (d): if the Proposing firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, **the firm must submit proof of a valid certification from the Florida Department of Management Services Office of Supplier Diversity, this firm will receive minus two (2.0) points for this criterion.** The submitted certification will be validated using the Certified Vendor Directory from the Florida Department of Management Services Office of Supplier Diversity website: https://osd.dms.myflorida.com/directories.

5.3 Contract Award

5.3.1 The Town reserves the right to award multiple contract(s) to more than one Consultant(s) who will best serve the interest of the Town. The Town reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The Town also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

5.3.2 Upon award of Contract(s) by the Town Council, the Town Manager is authorized to execute the Contract(s) on behalf of the Town.

5.3.3 The Town Manager shall appoint a contract administrator or project manager for contract(s) to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the Town Manager.

AGREEMENT

between

Townof Bay Harbor Islands

and

xxxxxxxxxxx
for

(RFQ)

RFQ Event No. xxxx

SAMPLE AGREEMENT

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 202__, by and between:

Town of Bay Harbor Islands, a Florida municipality, (hereinafter referred to as "Town")

and

_____.,
a Florida corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida at its meeting of ____, 202_, authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of _____, RFQ No. ____, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated _____, 202__, and any duly authorized and executed Amendments to the Agreement.

1.2 BASIC SERVICES**:** Services performed by CONSULTANT for the authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWNpay identified amounts to the Contractor for services performed by the Contractor on the Project.

SAMPLE AGREEMENT

1.4 CHANGE ORDER: A written order executed by both Parties to the CONSULTANT approved by the TOWN authorizing a revision of this Agreement between the TOWN and CO NS U L T A NT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

1.5 TOWN: The Town of Bay Harbor Islands, a Florida municipality.

1.6 TOWN MANAGER: The Town Manager of the Town of Bay Harbor Islands, Florida.

1.7 COUNCIL: The Town Council of the Town of Bay Harbor Islands, Florida, which is the governing body of the TOWN government.

1.8 CONSTRUCTION COST: The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.

1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.11 CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 CONTRACT ADMINISTRATOR: The (Department) Director for the Townof Bay Harbor Islands, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.13 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN("Contract for Construction") to perform the construction services required to complete the Project.

1.14 DEPARTMENT DIRECTOR**:** The (Department) Director for the Town of Bay Harbor Islands.

1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

SAMPLE AGREEMENT

1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.

1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design, and construction may occur in separate phases and Task Orders at the TOWN's discretion.

1.23 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the Town Engineer, Town of Bay Harbor Islands.

1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

SAMPLE AGREEMENT

1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the TOWN and CONSULTANT.

1.26 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes (2023), TOWN has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2023), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Professional Engineering Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the

SAMPLE AGREEMENT

work. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. The TOWN shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes (2023), and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to TOWN. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: Town of Bay Harbor Islands Request for Qualifications No. RFQ .

SAMPLE AGREEMENT

Fifth priority: CONSULTANT's response to Town of Bay Harbor Islands Request for Qualifications No. RFQ ____.

5.2 Anything shown on the drawings and not mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for

SAMPLE AGREEMENT

completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced and to inform TOWN of all facts and details related to the delay.

7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with TOWN or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.

7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the TOWN and CONSULTANT as the services are requested and authorized by the TOWN.

7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project-related Task Orders for additional services.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include reimbursements as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary

SAMPLE AGREEMENT

expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursable related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and sub-consultants and communication expenses, long-distance telephone, courier and express mail between CONSULTANT's and sub-consultants various offices are not reimbursable under this Agreement. Reimbursable shall include only the following listed expenses:

A. Cost of reproduction, postage, and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, that are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by the Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

8.2.2 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request

SAMPLE AGREEMENT

for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

8.4.1 TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10)

SAMPLE AGREEMENT

working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

8.4.3 Payments are scheduled to be made by TOWN to CONSULTANT using a Check.

(CONSULTANT's ADDRESS – include name of President etc., title, company name, address, telephone, e-mail)

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

9.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the TOWN's approval of the Construction Documents

SAMPLE AGREEMENT

and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the TOWN, assist the TOWN in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on the Town of Bay Harbor Islands Procurement Ordinance.

10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The TOWN recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. In such a circumstance, the TOWN may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the TOWN;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the TOWN until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The TOWN may approve an increase in the Estimated Construction Cost of the Project;
- The TOWN may reject all bids or proposals and may authorize re-bidding;
- The TOWNmay if permitted, approve a renegotiation of the Project within a reasonable time;
- The TOWNmay abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or

SAMPLE AGREEMENT

- The TOWN may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the TOWN for such Services.

10.4 The CONSULTANT may be requested to provide the TOWN with a list of recommended, prospective proposers.

10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.

10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.

10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications, and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

10.8 The TOWN shall make decisions on claims regarding the interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.9 The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the TOWN which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the TOWN.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the TOWN which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less

SAMPLE AGREEMENT

than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.9.4 To obtain such recovery, the TOWN shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional costs to the TOWN.

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and the TOWN's right to recover the same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under $100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such a solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11
TOWN'S RESPONSIBILITIES

11.1 TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal, all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes

SAMPLE AGREEMENT

or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10), Florida Statutes (2023). They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the TOWN's sole risk and without liability or legal exposure to CONSULTANT or its subconsultants. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the TOWN and CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for

SAMPLE AGREEMENT

the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, the CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate in the event TOWN or the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the TOWN to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services that have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the TOWN of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for the convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

SAMPLE AGREEMENT

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color,

SAMPLE AGREEMENT

gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

The TOWN encourages MBE/WBE participation in its projects and the purchase of goods and services. The CONSULTANT shall make a good faith effort to support and promote MBE/WBE participation throughout the project. The CONSULTANT will be required to document all such efforts and provide the TOWN with this documentation at the end of the Project, or, for longer-term projects, at the end of each TOWN fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN, may not submit a bid on a contract with the TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to the TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the TOWN, and may not transact any business with the TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the Town purchase and may result in CONSULTANT debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including the subconsultant's scope of work and fees, for review and approval by the TOWN prior to the subconsultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract

SAMPLE AGREEMENT

Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONSULTANT shall, upon written notice from TOWN, resist such action or proceeding by counsel approved by the TOWN.

12.9.2 To the extent considered necessary by Contract Administrator and TOWN, any sums due the CONSULTANT under this Agreement may be retained by TOWNuntil all of the TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

12.10 LIMITATION OF TOWN'S LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of this Agreement, so that the TOWN's liability for any breach never exceeds the sum of

SAMPLE AGREEMENT

$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00 less the amount of all funds actually paid by the TOWN to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the TOWN shall not be liable to the CONSULTANT for damages in an amount in excess of $1,000.00, which amount shall be reduced by the amount actually paid by the TOWN to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes (2023), or to extend the TOWN's liability beyond the limits established in said Section 768.28 (2023); and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the TOWN under the provisions of this Agreement.

12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. CONSULTANT shall provide the Town a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the TOWN's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the TOWN's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the TOWN, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the TOWN's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

SAMPLE AGREEMENT

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The TOWN, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the TOWN, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than $2,000,000 each claim and $2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the TOWN, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Umbrella/Excess Liability

The Consultant shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by TownOrdinance(s).

SAMPLE AGREEMENT

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Townmust provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the TOWN's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's insurance carrier waives, all subrogation rights against the TOWN, its officials, employees, and volunteers for all losses or damages. The Townrequires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a) CONSULTANT shall provide the Townwith valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b) CONSULTANT shall provide to the Towna Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the Townwith an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Townreserves the right to suspend the Agreement until this requirement is met.
e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f) The Townshall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
g) The Townshall be granted a Waiver of Subrogation on CONSULTANT's

SAMPLE AGREEMENT

Workers' Compensation insurance policy.

h) The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Bay Harbor Islands SE
1030 95th Street
Bay Harbor Islands, FL 33154

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the Townas an Additional Insured shall be at CONSULTANT's expense.
If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the TOWN's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the TOWN, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the Town confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the TOWN's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The Townre serves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

SAMPLE AGREEMENT

12.12 REPRESENTATIVE OF TOWNAND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

2.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignityherewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall

SAMPLE AGREEMENT

not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, Council,

SAMPLE AGREEMENT

percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami Dade County, Florida. If any claims arising from, related to, or in connection with this

SAMPLE AGREEMENT

Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each Exhibit referred to in this Agreement form an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

TOWN:

With a copy to: Town Manager
Bay Harbor Islands
1030 95th Street
Trailer
Bay Harbor Islands, FL 33154
Telephone: (305)866-6241

Town Attorney
Bay Harbor Islands
1030 95th Street

SAMPLE AGREEMENT

Trailer 2
Bay Harbor Islands, FL 33154
Telephone: (305) 866-6241

CONSULTANT:

12.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determining whether additional or more stringent environmental, health, safety, and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

SAMPLE AGREEMENT

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines that the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Townof Bay Harbor Islands, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List

SAMPLE AGREEMENT

or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWNC LERK'S OFFICE, 1030 95th STREET, BAY HARBOR ISLANDS, FLORIDA, 33154, PHONE: (305)866-6241.

CONSULTANT shall:

1. Keep and maintain public records required by the TOWN in order to perform the service.

2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the TOWN.

3. Upon completion of the Agreement, transfer, at no cost to the TOWN, all public records in possession of CONSULTANT or keep and maintain public records required by the TOWN to perform the service. If CONSULTANT transfers all public records to the TOWN upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

12.37 INTELLECTUAL PROPERTY

SAMPLE AGREEMENT

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the TOWN's approval, and indemnify and hold harmless the TOWN from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the TOWN's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patents or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the TOWN as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the CONSULTANT and its sub-consultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its sub-consultants, if any, to

SAMPLE AGREEMENT

provide the CONSULTANT with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the sub-consultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The TOWN, the CONSULTANT, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The TOWN, upon good faith belief that a sub-consultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the sub-consultant, and the CONSULTANT shall comply with such order.

4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the TOWN as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all sub-consultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all sub-consultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the Townwith an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

SAMPLE AGREEMENT

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN

TOWNOF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
Linsey Noel
Interim Town Manager

Date: _____

ATTEST:

By: _____
Yvonne Hamilton
Town Clerk

By: _____
Greenspoon Marder LLP
TowAttorney
By: Joseph S. Geller Esq

SAMPLE AGREEMENT

WITNESSES:

_____.,
a Florida corporation/Company.

_____

By: _____

_____
Print Name

Print Name: _____

Title: _____

_____

_____
Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by (Name) as (Title) for Name of Company)., a Florida corporation/Company).

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Counciled Name of Notary Public)

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

SAMPLE AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "B"

MAXIMUM BILLING RATES

Event No:

Event Title:

Consultant Name:

SAMPLE AGREEMENT

Event No:

Event Title:

Sub-Consultant Name:

SAMPLE AGREEMENT

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: _____

_____ _____

Telephone No.: _____ FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

---

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) Signature

_____ _____

Date Title

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

_____

By:_____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this _____ day of February, 2025, by _____, as _____ of _____, a Florida limited liability company. He is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

(Notary Seal)

_____
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Serial Number, if any

E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

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: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

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.

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 of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

_____ _____

Firm Date

_____ _____

Authorized Signature Print or Type Name and Title

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed 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: _____

The foregoing instrument was acknowledged before me this _____day of, 2023, by_____ [name of person], as _____[type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

_____
Notary Public – State of Florida

_____
Print or Type Commissioned Name

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

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel MAcc Town Manager
FROM:	Randy Stokes Public Works Director
CC:	Joseph S. Geller, Esq. — Town Attorney Evelyn Herbello — Interim Town Clerk Randy Daniels — Town Engineer Sandra Siefken — Finance Director Fausto Vargas-Reyes — Procurement Officer
DATE:	August 13, 2025
SUBJECT:	Request for Approval to Piggyback City of Orlando Contract for Sanitary Sewer Lining and Manhole Rehabilitation Services

RECOMMENDATION

Staff requests council approval to piggyback the City of Orlando's existing contract with Paints & Coatings, Inc. for critical manhole rehabilitation services to comply with DERM requirements and prevent future sanitary sewer system moratoriums.

BACKGROUND

The Town's sanitary sewer system was placed under moratorium in December 2022. Although the moratorium was initially lifted, it was reimposed in September 2024 due to the Town's unresponsiveness to DERM requirements.

In December 2024, Town staff submitted a detailed response letter to DERM that successfully persuaded the department to lift the moratorium. As part of this commitment letter, the Town agreed to fix the manholes that have leaks that will affect the system.
This manhole rehabilitation project directly fulfills the Town's commitment to DERM and is essential to maintaining compliance with environmental regulations and preventing future service disruptions to the residents.

EXECUTE

Staff recommends council consideration and approval of an agreement with Paints & Coatings, Inc. to repair 16 manholes for a total of $80,000.00. This work will address the specific recommendations given by DERM and fulfill the Town's commitment to maintain compliance with environmental regulations.
If the Town Council approves the attached resolution, the Town Manager will execute a piggyback agreement with the City of Orlando to utilize their existing contract with Paints & Coatings, Inc., and proceed with this critical infrastructure repair project at a price not to exceed $80,000.

FINANCIAL ANAYSIS

GL Line-Item Number: 402.5350.400063.000
Total Revised Budget: $1,283,267
Activity: $63,374.5
Encumbered Amount: $221,239.5

Balance Remaining: $851,053.00

ATTACHMENTS

Agreement with Paints & Coating, Inc
City of Orlando Solicitation
City Of Orlando Rates

AGREEMENT FOR SANITARY SEWER LINING AND MANHOLE REHABILITATION

TERM CONTRACT

This Agreement made and entered into this _____ day of _____, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **Paints & Coatings, Inc**, a Florida Limited Liability Company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town is seeking to piggyback on the City of Orlando's existing contract with qualified firms for comprehensive sewer line cleaning, lining, and manhole rehabilitation services. The selected firm will provide all necessary equipment, materials, and specialized personnel to perform infrastructure rehabilitation work in accordance with the terms and specifications established in the City of Orlando's contract, subject to the Town's approval and any necessary modifications to address the Town's specific requirements.

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an "as-needed" basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for SANITARY SEWER LINING AND MANHOLE REHABILITATION in accordance with the City of Orlando Agreement between the Contractor and the City of Orlando dated July 18, 2022 (the "Orlando Agreement"), in response to Invitation for Bid No. IFB22-0161.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

WITNESSETH:

I. DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

This Agreement.

Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

Notice of Award and Notice to Proceed.

Invitation For Bids No. IFB22-0161, and the specifications prepared by the City of Orlando for manhole rehabilitation, exclusive of the Supplementary Conditions therein (collectively, "Invitation For Bids No. IFB22-0161").

Exhibit A. City of Orlando Agreement.

All applicable provisions of State and Federal Law.

Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. This Agreement dated _____, and any attachments and/or any related Task Orders.

c. Invitation For Bids No. IFB22-0161.

d. Exhibit A. City of Orlando Agreement.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the Town as Randy Stokes, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

The Contractor shall be responsible for furnishing all labor, supervision, materials, and equipment required to complete all structure rehabilitation, testing, and surface restoration in accordance with this Agreement. All sections of this Agreement are mutually complementary, and the overall intent is that the Contractor shall provide everything necessary to make a complete and operable

job in every respect. The Work, as completed, shall meet all applicable codes, ordinances, rules, and regulations of every authority having jurisdiction in the area where the construction is located, and failure of the Contractor to identify non-compliant items does not relieve the Contractor or Subcontractors of the responsibility of meeting such requirements. All supplies shall be stored and maintained by the Contractor in accordance with manufacturer's recommendations, kept in a secured area away from general public access, and not exposed to adverse conditions prior to work commencement. The Contractor shall review and maintain all Material Safety Data Sheets (MSDS), product labeling, and technical literature at the project site. All work shall comply with the latest codes and standards of the following organizations: American Society for Testing and Materials (ASTM), National Association of Corrosion Engineers NACE International (NACE), The Society for Protective Coatings (SSPC), International Concrete Repair Institute (ICRI), National Association of Sewer Service Companies (NASSCO), EPA Environmental Technology Verification Program (EPA ETV), American Association of State Highway and Transportation Officials (AASHTO), and Occupational Safety and Health Administration (OSHA).

The Contractor acknowledges and agrees that the Town's Contract Administrator, Randy Stokes, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager or his designee and approved by the Town Council whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice to Proceed issued by the Town and shall expire on July 17, 2026, unless otherwise extended as provided herein. In the event that the City of Orlando amends its agreement to extend the term thereof, the Town and the Contractor may, by mutual written agreement, elect to extend this Agreement for a corresponding period under the same terms, conditions and pricing as provided herein, subject to the availability of funding and compliance with all applicable procurement requirements.

IV. FEES AND PAYMENTS

Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all labor, equipment, materials, and performance of all operations relative to construction of the Work, will be made under the Pay Items listed on the Bid Form. Should the Contractor feel that the cost of any part of the Work has not been identified by an item on the Bid Form, he shall include the cost of the Work in the most applicable bid item, so that his proposal for the project reflects his total price for completing the Work in its entirety. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed. The Contract Administrator shall determine if the Work has been satisfactorily completed and accepted for payment.

Extra Work. At any time during the Term, Town may request that Paints & Coatings, Inc perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Paints & Coatings, Inc

shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.

f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of

the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

L. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.
In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

The Town will provide a schedule to the Contractor for each Task Order along with a Notice to Proceed. The Contractor shall be given a reasonable opportunity to review and sign off on the schedule.

Time is of the essence in this Agreement. By signing off on each such schedule, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severability

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami-Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. **THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: JPOMALE@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 2, BAY HARBOR ISLANDS, FL 33154.**

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall

comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Paints & Coating, Inc:
Paints & Coating, Inc
17660 East Street
North Fort Myers
Attn: Carl Laquidara. President
carl@paints&coating.com

Town:

Public Works Director
Randy Stokes
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154
rstokes@bayharborislands-fl.gov

Town Attorney
Joseph S. Geller
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
Joseph.geller@gmlaw.com

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
fvargas@bayharborislands-fl.gov

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

FF. Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By:_____
Lindsley Noel
Town Manager

By: _____
Janai Pomales
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney
Joseph S. Geller Esq

PAINTS & COATINGS, INC

By:_____
Carl Laquidara
President

EXHIBIT A

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

✓	Solicitation Cover Page.
✓	W9.
✓	Electronic Bid Price Form.
✓	Bidders CertificationForm.
✓	Conflict of Interest Disclosure Form.
✓	Certification Regarding Prohibition Against Contracting with Scrutunized Companies.
✓	Contract and Acceptance Form.
✓	Bidder's Questionnaire.
N/A	Letter(s) of Intent, find in the Supplementary Conditions.
N/A	Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.
✓	Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

_____ 1. Bid Security (10%)

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received by **5:00 P.M. Local time before, March 18 , 2022.**

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

CITY OF ORLANDO
INVITATON FOR BIDS (IFB)

DATE OF ISSUE:	**FEBRUARY 28, 2022**
IFB DUE DATE:	**MARCH 31, 2022**
IFB DUE TIME:	**2:00 p.m., Local Time, City of Orlando, FL**
BID DELIVERY LOCATION:	**City of Orlando** **Procurement and Contracts Division** **400 South Orange Avenue, Fourth Floor** **Orlando, Florida 32801** ***Bid opening held at same location.***
IFB TITLE:	**SANITARY SEWER LINING AND MANHOLE REHABILITATION**
IFB NO:	**IFB22-0161** ***(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)***

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: **SILVIA COSTE, CPP, SENIOR PURCHASING AGENT**
Phone: (407) 246-2216
Email: silvia.coste@orlando.gov

BUSINESS NAME & ADDRESS	CONTACT INFORMATION
Paints & Coatings, Inc. Business Name	Carl Laquidara Name of Contact Individual
17660 East Street Address	17660 East Street Contact Address
North Fort Myers, FL 33917 City, State, Zip	North Fort Myers, FL 33917 Contact City, State, Zip
239.997.6645 Telephone Number	239.633.3456 Contact Telephone Number
Carl@paintsandcoatings.net Business Email Address	Carl@paintsandcoatings.net Contact Email Address

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Paints & Coatings, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.
17660 East Street

6 City, state, and ZIP code
North Fort Myers, FL 33917

Requester's name and address (optional)
City Of Orlando
400 South Orange Ave, fourth Floor
Orlando, Florida 32801

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	7	5	4	6	2	8

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 ▶ 3/18/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Paints & Coatings, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE

Carl Laquidara / President
NAME & TITLE, TYPED OR PRINTED

17660 East Street
MAILING ADDRESS

North Fort Myers, FL 33917
CITY, STATE, ZIP CODE

(239) 997.6645
TELEPHONE NUMBER

(239) 997.7117
FAX NUMBER

Carl@paintsandcoatings.net
E-MAIL ADDRESS

State of Florida
County of Lee

Sworn to (or affirmed) and subscribed before me this 28 day of March, 2022, by Carl Laquidara.

_____
Signature of Notary

Notary Public, State of _____

Personally Known
-OR-
Produced Identification

Eduardo Vargas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG285871
Expires 12/19/2022

Type: _____

Company Tax ID # 65-0754628
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Acknowledged by:

Firm Name:
Paints & Coatings, Inc

Signature of Authorized Representative:

Name and Title (Print or Type):
Carl Laquidara, President

Date:
3/18/2022

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Carl Laquidara

By: _____
(Authorized Signature)

Title: President

Date: 3/29/22

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB22-0161 SANITARY SEWER LINING AND MANHOLE REHABILITATION:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Carl Laquidara / President
NAME & TITLE, TYPED OR PRINTED

Paints & Coatings, Inc.
NAME OF BUSINESS

17660 East Street
MAILING ADDRESS

North Fort Myers, FL 33917
CITY, STATE, ZIP CODE

PHONE: (239) 997.6645

FAX: (239) 997.7117

E-MAIL: Carl@paintsandcoatings.net

State of Florida
County of Lee

Sworn to (or affirmed) and subscribed before me this 25 day of March, 2022, by Carl Laquidara.

Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification

Type of Identification:

Eduardo Vargas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG285871
Expires 12/19/2022

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: _____ Secondary Supplier: _____

This contract is for: All Item Numbers: _____ or Item Numbers: _____

INITIAL CONTRACT TERM: _____ to _____

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: _____, 2022

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____
Assistant City Attorney
ORLANDO, FLORIDA

Date: _____, 2022

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Paints & Coatings, Inc., 17660 East Street, North Fort Myers, FL 33917
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240
(Here insert lull name and address or legal title of Surety)

a corporation duly organized under the laws of the State of FL
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Orlando, 400 South Orange Avenue, 4th Floor, Orlalndo, FL 32801
(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of

10% of total bid amount (10% of total bid amount),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Sanitary Sewer Lining and Manhole Rehabilitation, IBF22-0161
(Here insert lull name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee 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.

Signed and sealed this 28th day of March , 2022

Paints & Coatings, Inc
(Principal) *(Seal)*

(Witness)

President
(Title)

FCCI Insurance Compay
(Surety) *(Seal)*

Stephanie Wilbur
(Witness)

Donna N. Trout
Donna N. Trout – Attorney-In-Fact/FL Resident Agent

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Lorie Frost; Stephanie Wilkinson; Nancy Kleis; Donna Trout; Debra G Gonzalez

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** Paints & Coatings, Inc.
   Address of Principal Place of Business: 17660 East Street
   City/State/Zip: North Fort Myers, FL 33917
   Phone: 239.997.6645 Fax: 239.997.7117
   Name of primary Contact : Carl Laquidara Email: Carl@paintsandcoatings.net

2. **TYPE OF ORGANIZATION:**

   _____ Sole Proprietorship _____ Partnership _____ Non-Profit
   _____ Joint Venture __X__ Corporation _____ Other: _____

   State of Formation: Florida Federal ID # 65-0754628 DUNS # _____
   (The City only requires a Federal Tax ID Number, not a Social Security number.

3. **EMERGENCY CONTACT PERSON:** Nanci Arellano
   Phone: 239.997.6645 Fax: 239.997.7117 Cell: 239.246.8327

4. **INSURANCE COMPANY NAME:** Brown & Brown Of Southwest Florida
   Agent Contact: Donna Trout Phone: 239.274.1433

5. **EXPERIENCE:**
   A. Years in business: 25
   B. Years in business under this name: 25
   C. Years performing this type of work: 25

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	**Type of Work**	**M/WBE City Certified? (Y or N)**	**VBE Certified? (Y or N)**

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: _____

B. Address of local service center: _____

_____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: _____%

B. Is your product packaged/shipped in material containing recycled content? Yes _____ No _____

C. Is your product recyclable after it has reached its intended end use? Yes _____ No _____

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: Hillsborough County

Address: _____

Telephone No.:: (813) 714.9331 Fax No.: _____

Contact: Patricia Leon

E-mail: Leonp@hillsboroughcounty.org

Reference #2:

Name: Bonita Springs Utilities

Address: 11900 East Terry Street Bonita Springs, Bonita Springs, FL 34135

Telephone No.:: _____ Fax No.: _____

Contact: Art Rodriguez

E-mail: Arodriguez@bsu.us

Reference #3:

Name: Lee County Utilities

Address: PO Box 2238 Ft Myers, FL 33902

Telephone No.:: (239) 841.5389 Fax No.: _____

Contact: Jared Blake

E-mail: Jblake@leegov.com

Reference #4:

Name: City Of Cape Coral

Address: P.O. Box 15002 Cape Coral, FL 33915

Telephone No.:: (239) 574.0871 Fax No.: _____

Contact: Dennis Morgan

E-mail: Dmorgan@capecoral.net

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated 3/18/2022

Addendum No. 2 Dated 3/18/2022

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Paints & Coatings, Inc.
Company

Signature

President
Title

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Paints & Coatings, Inc.
NAME OF BUSINESS

BY: _____ 3/18/2022
SIGNATURE/DATE

Carl Laquidara / President
NAME & TITLE, TYPED OR PRINTED

17660 East Street
MAILING ADDRESS

North Fort Myers, FL 33917
CITIES, STATE, ZIP CODE

(239) 997.6645 239.997.7117
AREA CODE WITH TELEPHONE and FAX NUMBERS

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Paints & Coatings, Inc.
NAME OF BUSINESS

BY: _____ 3/18/2022
SIGNATURE/DATE

Carl Laquidara, President
NAME & TITLE, TYPED OR PRINTED

17660 East Street
MAILING ADDRESS

North Fort Myers, FL 33917
CITIES, STATE, ZIP CODE

(239) 997.6645 (239) 997.7117
AREA CODE WITH TELEPHONE and FAX NUMBERS

CITY OF ORLANDO
INVITATON FOR BIDS (IFB)

DATE OF ISSUE:	**FEBRUARY 28, 2022**
IFB DUE DATE:	**MARCH 31, 2022**
IFB DUE TIME:	**2:00 p.m., Local Time, City of Orlando, FL**
BID DELIVERY LOCATION:	**City of Orlando** **Procurement and Contracts Division** **400 South Orange Avenue, Fourth Floor** **Orlando, Florida 32801** ***Bid opening held at same location.***
IFB TITLE:	**SANITARY SEWER LINING AND MANHOLE REHABILITATION**
IFB NO:	**IFB22-0161** ***(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)***

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: **SILVIA COSTE, CPP, SENIOR PURCHASING AGENT**
Phone: (407) 246-2216
Email: silvia.coste@orlando.gov

BUSINESS NAME & ADDRESS	**CONTACT INFORMATION**
Business Name	Name of Contact Individual
Address	Contact Address
City, State, Zip	Contact City, State, Zip
Telephone Number	Contact Telephone Number
Business Email Address	Contact Email Address

TABLE OF CONTENTS:

PAGE

INVITATION TO BID 3
INSTRUCTION FOR SUBMITTING BID 4
SUBMITTAL TEQUIREMENT CHECK LIST 7
INVITATON FOR BIDS AWARD INFORMATION 8
NON-MANDATORY PRE-BID CONFERENCE 9
NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION 10
EXHIBIT "1" SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND STANDARD DETAILS……..……11
SPECIAL CONDITION CLAUSES 12
GENERAL CONDITIONS 15
STANDARD TERMS AND CONDITIONS 16

FORMS AND SUBMITTAL DOCUMENTS:

SOLICITATION COVER PAGE 1
BID PRICE FORM(S) 38
BIDDER'S CERTIFICATION 39
CONFLICT OF INTEREST DISCLOSURE FORM 40
CERTIFICATION REGARDING PHOHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES 41
CONTRACT AND ACCEPTANCE FORM 42
BIDDERS QUESTIONAIRE 43
WITEN QUESTION (S) FORM……..... 45
ADDENDUM ACKNOWLEDGMENT FORM 46
NO-BID RESPONSE FORM 47

ATTACHMMENT "A"

SUPPLEMENTARY CONDITIONS 48

INVITATION FOR BID

The City of Orlando, Florida, will receive electronically bids through VendorLink, for **IFB22-0161 Sanitary Sewer Lining and Manhole Rehabilitation**, on **March 31, 2022** at 2:00 p.m., local time, at which time bids will be read virtually via Zoom meeting. Instructions on this process is in the solicitation package. This is a five-year term contract. The Term Contract will consist of, but not be limited to, Sewer Lining & Manhole Rehabilitation, Cleaning and TV Inspection, Bypass Pumping, CIPP Point Repair, CIPP Main Lining, CIPP Lateral Lining, FRP MH Liner, and Chemical Grout Sealing Leaks.

The estimate for this annual Term Contract is **$5,000,000.00** per year.

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on February 28, 2022,** at the Procurement and Contracts Division, 4th Floor, City Hall (phone #407-246-2291). Plans, Specifications and Contract Documents may be obtained from the City's VendorLink website at the following web link: https://vendorlink.cityoforlando.net/common/default.aspx .

It will be the responsibility of the Bidder to contact the Procurement and Contracts Division and/or the VendorLink website prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. The CITY is under no obligation to respond to questions received after the cut-off day for question specified in this section.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total Calculated Total For All Groups 1 through 4 (Items 1-135).

Bidders must be appropriately licensed Florida Contractors pursuant to Chapter 489 *Florida Statutes* to be considered responsible bidders and eligible to be awarded a contract.

A Non-Mandatory Pre-Bid Teleconference will be held on **March 10, 2022 at 10:00 a.m.**, via MS Teams, the conference line number is **321-247-7568, ID: 117 923 143 5#.** You must press the # key immediately after entering the id number.

All questions about the meaning/intent of the Plans & Contract Documents must be submitted in writing before 5:00 p.m.**, March 18, 2022, to Silvia Coste, CPP, Senior Purchasing Agent,** silvia.coste@orlando.gov . Questions will be answered in addendum format.

City of Orlando Minority & Women-Owned Business Enterprise Ordinance Program.
Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City of Orlando Veterans Business Enterprise (VBE).
In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATON FOR BIDS FOR THE
IFB22-0161, SANITARY SEWER LINING AND MANHOLE REHABILITATION

A. ELECTRONIC SUBMITTAL:

Given the current situation with COVID-19 and the need for social distancing, the submittal instructions are as follow:

Except as provided below for people needing special accommodations, to be responsive bids for this solicitation must be submitted electronically. Paper responses will be deemed non- responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

B. PRE-BID MEETING MS TEAMS PLATFORM:

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568,** Conference **ID: 117 923 143 5#** you must press the # key right after the id number.
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzA3NGM0OWYtMmYxMy00OGM0LThhN2EtMWM5MDJmMGQ0NjAx%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d

C. VIRTUAL SOLICITATION OPENING:

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:

1. **Sign up for a free Zoom account**
   Go to **zoom.us/signup** and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.
2. **Choose your device and download Zoom**
   You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit **zoom.us/download** and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility **visit bit.ly/zoomwebinfo**).

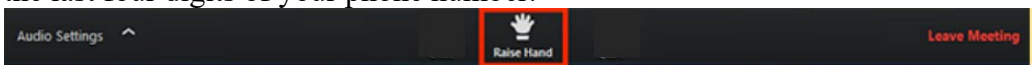
3. **Join the virtual meeting**

   a. This is the public link:https://us02web.zoom.us/j/86852926137

   b. Call in number: +1 312-626-6799 Webinar ID: 868 5292 6137

   c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing *9. If you do this you will be called on to speak using the last four digits of your phone number.



D. PREPARATION OF BIDS:

1. Bidders are expected to examine the electronic bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.

2. All prices and notations must be submitted in the excel electronic bid form. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

3. Each bidder shall furnish the information required on the electronic bid form and each accompanying sheet thereof on which he/she makes an entry.

4. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest item prices, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

_____ Solicitation Cover Page.

_____ W9.

_____ Electronic Bid Price Form.

_____ Bidders CertificationForm.

_____ Conflict of Interest Disclosure Form.

_____ Certification Regarding Prohibition Against Contracting with Scrutunized Companies.

_____ Contract and Acceptance Form.

_____ Bidder's Questionnaire.

_____ Letter(s) of Intent, find in the Supplementary Conditions.

_____ Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.

_____ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

_____ 1. Bid Security (10%)_____

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received by **5:00 P.M. Local time before, March 18 , 2022.**

INVITATON FOR BIDS AWARD INFORMATION:

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

   You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:
   https://vendorlink.cityoforlando.net

2. You may also visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

   City of Orlando
   Procurement and Contracts Division
   400 South Orange Avenue, Fourth Floor
   Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at: https://vendorlink.cityoforlando.net for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference Via Microsoft Teams:

March 10, 2022 at 10:00 A.M. Local Time, City of Orlando, FL

Teams Call in Number 321-247-7568, ID: 117 923 143 5#

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS,** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

March 10, 2022 at 10:00 A.M. Local Time, City of

Orlando, FL., Microsoft Teams Platform Conference

Call in Number 321-247-7568, ID: 117 923 143 5# You

must press the # key right after the id number.

Please return this form by: Monday, March 7, 2022.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **"WRITTEN QUESTION(S) FORM"** as indicated in the Table of Contents).

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

_____

_____
Signature

_____
Title

_____
Name of Company

_____
Date

SPECIFICATIONS FOR
IFB22-0161, SANITARY SEWER LINING AND MANHOLE REHABILITATION

EXHIBIT "1"
SUMMARY OF WORK, TECHNICAL SPECIFICATIONS AND STANDARD DETAILS

SUMMARY OF WORK

This solicitation is for Continuing Service Contracts that will be awarded to multiple bidders in order to provide the City maximum flexibility to accomplish sewer rehabilitation projects in the City's best interest. The City desires to receive competitive prices for the work and preferably be able to assign projects to a single bidder for all the work needed for a particular project assignment. Therefore, Bidders are encouraged to subcontract or team with other specialized trade vendors to provide competitive price proposals for as many of the items listed on the Bid Form as possible. Bidders are not required to bid on every bid item to receive a contract with the City, but bidders with the most competitive prices and a comprehensive list of proposed unit prices will be more likely to receive project assignments as long as their prices are competitive. The City reserves the right to assign a project to any one or multiple Bidders as necessary to complete all the work needed for a specific project at a total cost that is advantageous to the City. Subcontractors that only provide services for a few of the pay items under this contract, may team with more than one prime Bidder and may also submit their own separate bid for those pay items in order to increase their chances of receiving assignments with any of the Contractors with a complete pay item submittal or separately under their own contract for those pay items.

After the contracts have been awarded, a City representative will contact the Bidder(s) resulting in the lowest total project cost to the City based on the submitted bid prices and scope of work needed. They will discuss the scheduling, coordination and other pertinent factors. The possible need for Maintenance of Traffic and/or Bypass Pumping will be discussed based on the project specifics, and a total project cost proposal may be requested. Please refer to Section 01150 Measurement and Payment for pay item descriptions. The City reserves the right to award project assignments to any bidder or even multiple bidders based on the City's best interests and other factors. Receiving a City contract doesn't guarantee that all the bidders will receive project assignments, so competitive bid pricing is encouraged.

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL:

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all labor, equipment, materials, and performance of all operations relative to construction of the Work, will be made under the Pay Items listed on the Bid Form. Should the Contractor feel that the cost of any part of the Work has not been identified by an item on the Bid Form, he shall include the cost of the work in the most applicable bid item, so that his proposal for the project reflects his total price for completing the Work in its entirety. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed. The Owner's Representative (also referred to as Engineer) shall determine if the Work has been satisfactorily completed and accepted for payment.

B. The Owner reserves the right to modify work as may be necessary, and to increase or decrease quantities of work to be performed, including adding or deducting any of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the work to be performed, the Contractor will accept payment according to the unit prices that appear in the Bid Form, subject to the Contract Provisions.

C. The quantities for payment of unit price items under this Contract shall be determined by actual measurements of the completed items, ready for service and accepted by the owner, in accordance with the applicable unit of measurement and this Section. Contractor's representative shall witness and verify all field measurements with the Owner's representative. Work performed by the Contractor outside the limits of construction or not required by the Contract Documents shall be at the Contractor's expense, unless approved by the Engineer in writing prior to construction.

D. Division I of the FDOT Standard Specifications for Road and Bridge Construction are excluded from use on this Contract. The latest technical specifications in Division II-Construction Details and Division III-Materials are hereby included by reference with the exception that all FDOT methods of measurement and payment are specifically excluded from use on this Contract.

PART 2 – SPECIFIC PAY ITEMS:

1. Mobilization shall be paid as a lump sum according to the applicable bid price, based on the total cost of all work in the pay item group based on the project assignment size. The bid price and payment shall be full compensation for all costs necessary to mobilize and demobilize all equipment, materials and labor to accomplish all the work in the specific project assignment. If any appurtenant pay items in Group II become necessary to complete work in any other Group, then the Group II Mobilization shall not be applicable for the appurtenant items. Payment will be made under Item Nos. 1, 2, 41, 42, 102, 103, 116, 117 Mobilization - per lump sum.

2. Maintenance of Traffic shall be paid as a percentage of work completed during the pay period, and the total shall not exceed the lump sum amount agreed upon between the Owner's representative and the Contractor at the time of the project assignment. The price shall be based on the MOT requirements of the specific project assignment and shall not exceed the actual subcontractor cost plus 5% Contractor markup. The Owner has the right to review and approve the MOT subcontractor's itemized invoice for cost verification before payment is made to the Contractor. The payment shall be full compensation for all design, materials, labor and equipment necessary for installation and continual maintenance of all devices for vehicular and pedestrian traffic control during all phases of the work, as required by the approved maintenance of traffic plan. Payment will be made under Maintenance of Traffic - per lump sum.

3. Bypass Pumping shall be paid as a percentage of work completed during the pay period, and the total shall not exceed the lump sum amount agreed upon between the Owner's representative and the Contractor at the time of the project assignment. The price shall be based on the Bypass Pumping requirements of the specific project assignment and shall not exceed the actual subcontractor cost plus a 5% Contractor markup. The Owner has the right to review and approve the Bypass Pumping subcontractor's itemized invoice for verification before payment is made to the Contractor. The payment shall be full compensation for all design, materials, labor and equipment necessary to bypass pump or otherwise maintain all sewage flow around the work assignment by the method agreed to by the Owner and the means approved by the Engineer. Bypass pumping/flow maintenance shall be implemented per Project Manual Section 13273. Payment will be made under Bypass Pumping - per lump sum.

4. (Light, Medium or Heavy) Jet Cleaning shall be measured for payment per linear foot completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all water, materials, labor and equipment necessary to water jet clean a sewer with either a vactor truck or closed-loop system per Project Manual Section 13270. The Contractor is responsible to maintain sewer flows during all pipe cleaning. Bypass pumping may be required if the project assignment requires video inspection and CIPP lining, which is a separate pay item based on the specific site conditions. Payment will be made under Item Nos. 3 thru 9 (Light, Medium or Heavy) Jet Cleaning - per linear foot.

5. Closed-Loop (Light, Medium or Heavy) Jet Cleaning shall be measured for payment per linear foot completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all water, materials, labor and equipment necessary to water jet clean a sewer using a closed-loop system per Project Manual Section 13270. The Contractor is responsible to maintain sewer flows during all pipe cleaning. Bypass pumping may be required if the project assignment requires video inspection and CIPP lining, which is a separate pay item based on the specific site conditions. Payment will be made under Item Nos. 10 thru 15 Closed-Loop (Light, Medium or Heavy) Jet Cleaning - per linear foot.

6. Sanitary Sewer Debris Disposal (Closed-Loop System Only) shall be measured for payment per ton disposed at an approved legal disposal site as verified and accepted by the Engineer. The bid price and payment shall be full compensation for all costs necessary to transport and legally dispose of dry, solid debris material removed from sanitary sewer pipes per Project Manual Section 13270. This pay item will only be paid for debris removed by a Closed-Loop System. The measurement for payment must be supported by acceptable dumping tickets. Contractor is responsible to decant all water from the solid waste storage container and must pass the paint filter dry test before dumping at a legal disposal site. Payment will be made under Item No. 16 Sanitary Sewer Debris Disposal (Closed-Loop System Only) - per ton.

7. Specialty Mechanical Cleaning shall be measured for payment per linear foot completed and accepted by the Engineer and the quantity billed shall not overlap with other cleaning pay items. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all water, materials, labor and equipment necessary to remove roots and hardened grease as defined in Project Manual Section 13270. Specialty Mechanical cleaning includes flushing and removal of the debris generated by the process. The Contractor is responsible to maintain sewer flows during all pipe cleaning. Bypass pumping may be required if the project assignment requires video inspection and CIPP lining, which are separate pay items based on the specific site conditions. Payment will be made under Item Nos. 17 thru 21 Specialty Mechanical Cleaning - per linear foot.

8. Mechanical Cleaning shall be measured for payment per linear foot completed and accepted by the Engineer and the quantity billed shall not overlap other cleaning pay items. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all water, materials, labor and equipment necessary to mechanically clean a sewer as defined in Project Manual Section 13270. Mechanical cleaning includes flushing and removal of the debris generated by the process. The Contractor is responsible to maintain sewer flows during all pipe cleaning. Bypass pumping may be required if the project assignment requires video inspection and CIPP lining, which are separate pay items based on the specific site conditions. Payment will be made under Item Nos. 22 thru 26 Mechanical Cleaning - per linear foot.

9. TV Inspection, Post-Cleaning shall be measured for payment by the linear foot completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all materials, labor and equipment necessary to complete the post-cleaning TV inspection recorded on an approved digital media format with documentation as required by Project Manual Section 13271. No additional payment will be made for working TV inspections used by the Contractor to execute the cleaning work or rejected cleaning. Payment will be made under Item Nos. 27 thru 31 TV Inspection, Post-Cleaning - per linear foot.

10. TV Inspection, Post-Lining shall be measured for payment by the linear foot completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all materials, labor and equipment necessary to complete the post-lining TV inspection recorded on an approved digital media format with documentation as required by Project Manual Section 13271. Payment will be made under Item Nos. 32 thru 36 TV Inspection, Post-Lining - per linear foot.

11. Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Grass shall be measured for payment per each completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a 4” or 6” SDR 26 PVC cleanout in a grass area on an existing sanitary sewer lateral per the details. Payment will be made under Item No. 37 and 38 Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Grass - per each.

12. Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Pavement shall be measured for payment per each completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a 4” or 6” SDR 26 PVC cleanout in a paved area on an existing sanitary sewer lateral per the details. Payment will be made under Item No. 39 and 40 Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Pavement - per each.

13. Group II: Furnish and Install CIPP Pipe Lining shall be measured for payment by the linear foot completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size, project assignment length, and cured liner thickness listed on the bid form, and shall be full

compensation for all materials, labor and equipment necessary to furnish and install a complete CIPP sanitary sewer pipe lining per Project Manual Section 13275 or 13276. Main pipes will always be lined from manhole to manhole and include cutting openings to restore lateral pipe connections. Each main pipe size has a related bid item for the incremental cost per linear foot to increase the CIPP liner thickness for each 1.5 mm above the standard thickness, as determined necessary by the Engineer. Payment will be made under Item No. 43 thru 82 Group II: Furnish and Install CIPP Pipe Lining - per linear foot.

14. Grind Protruding 4" or 6" Lateral Flush with 8" - 12" main shall be measured for payment per each protruding lateral ground flush with the main that is completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to cut or grind a protruding lateral so that a CIPP Lateral Connection Liner can be properly installed. Payment will be made under Item No. 83 Grind Protruding 4" or 6" Lateral Flush with 8" - 12" main - per each.

15. CIPP Main to Lateral Connection Liner for 4" or 6" Lateral in 8" through 12" Main Post Lining shall be measured for payment per each CIPP Main to Lateral Connection Liner completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a CIPP Main to Lateral Connection Liner in 8" through 12" main **after the main has been lined** per Project Manual Section 13279 and per the City's choice/direction. Payment will be made under Item No. 84 CIPP Main to Lateral Connection Liner for 4" or 6" Lateral in 8" through 12" Main Post Lining - per each.

16. CIPP Main to Lateral Connection Liner for 4" or 6" Lateral in 8" through 12" Main Pre Lining shall be measured for payment per each CIPP Main to Lateral Connection Liner completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a CIPP Main to Lateral Connection Liner in 8" through 12" main **before the main has been lined** per Project Manual Section 13280 and per the City's choice/direction. Payment will be made under Item No. 85 CIPP Main to Lateral Connection Liner for 4" or 6" Lateral in 8" through 12" Main Pre Lining - per each.

17. Chemical Grout Seal Pipe Joint Leaks, (pipe size range) shall be measured for payment per gallon completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size range listed on the bid form shall be full compensation for all materials, labor and equipment necessary to internally seal all water leaks through pipe joints using an inflatable packer with an acrylamide chemical grout per Project Manual Section 13278 using approved materials. This pay item shall be used before installing CIPP pipe lining as determined necessary by the Engineer after review of the TV inspection videos. Payment will be made under Item Nos. 86 thru 89 Chemical Grout Seal Pipe Joint Leaks, (pipe size range) - per gallon.

18. Chemical Grout Seal Manhole Leaks shall be measured for payment per gallon completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to seal all water leaks in a manhole by chemical grout injection per Project Manual Section 13278 using approved materials. Payment will be made under Item No. 90 Chemical Grout Seal Manhole Leaks - per gallon.

19. Chemical Grout Injection Port shall be measured for payment per each injection port completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install an injection port for chemical grout injection per Project Manual Section 13278 using approved materials. Payment will be made under Item No. 91 Chemical Grout Injection Port - per each.

20. Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Grass shall be measured for payment per each completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a 4” or 6” SDR 26 PVC cleanout in a grass area on an existing sanitary sewer lateral per the details. Payment will be made under Item No. 92 and 93 Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Grass - per each.

21. Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Pavement shall be measured for payment per each completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to install a 4” or 6” SDR 26 PVC cleanout in a paved area on an existing sanitary sewer lateral per the details. Payment will be made under Item No. 94 and 95 Cleanout for Sanitary Lateral, 4” or 6” PVC, F&I in Pavement - per each.

22. Remove and Replace Ring and Cover shall be measured for payment per each replacement completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove an existing manhole ring and cover or top and replace it with a new ring and cover per the standard detail. The pay item includes adjusting the ring to match existing grade, adjacent surface restoration and coating inside the riser with calcium aluminate up to the ring. Payment will be made under Item No. 96 Remove and Replace Ring and Cover - per each.

23. Concrete S/W Replacement, 4” Thick shall be measured for payment per square yard completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove and replace 4” thick concrete. Payment will be made under Item No. 97 Concrete S/W Replacement, 4” Thick - per square yard.

24. Concrete D/W Replacement, 6” Thick shall be measured for payment per square yard completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove and replace 6” thick concrete. Payment will be made under Item No. 98 Concrete D/W Replacement, 6” Thick - per square yard.

25. Concrete Curb Replacement shall be measured for payment per linear foot completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove and replace any style of concrete curb including stabilized pad. Payment will be made under Item No. 99 Concrete Curb Replacement - per linear foot.

26. Asphalt & Base Pavement Patch shall be measured for payment per square yard completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove and replace asphalt roadway pavement and base or remove and replace asphalt driveway and base. Payment will be made under Item No. 100 Asphalt & Base Pavement Patch - per square yard.

27. Sod Replacement shall be measured for payment per square yard completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove and replace sod to match existing. Payment will be made under Item No. 101 Sod Replacement, Match Existing - per square yard.

28. Group III: Furnish and Install CIPP Point Repair Lining shall be measured for payment per each completed and accepted by the Engineer. The bid price and payment for the appropriate pipe size and lining length listed on the bid form shall be full compensation for all materials, labor and equipment necessary to furnish and install a complete CIPP point repair lining per Project Manual Section 13274. Bidder shall note that if the project assignment includes pay items from both Groups II & III, only one Mobilization pay item will be applicable. The minimum cured liner thickness shall be at least as thick as the same size CIPP lining pay item for manhole to manhole segments. Payment will be made under Item Nos. 104 thru 115 CIPP Point Repair Lining - per each.

29. Group IV: Furnish and Install FRP Manhole Liner shall be measured for payment per vertical foot of depth for each manhole completed and accepted by the Engineer. The bid price and payment for the applicable pay item listed on the bid form shall be full compensation for all materials, labor and equipment necessary to furnish and install a complete FRP Liner to rehabilitate a sanitary manhole per the applicable details and Project Manual Section 13277. Depth shall be measured from the top of the liner to the termination point on the bench. The FRP Liner work includes any demo and restoration of the existing structure necessary to install the liner, cutting the proper holes to extend and seal all pipes to the manhole liner, providing the grout seal around the entire bottom of the liner where it rests on the existing structure base, and grout filling the annular space between the FRP liner and the existing base. The pay items in this group also include reconstruction of the benches and flow channels per the City's standard details and covering all unprotected interior surfaces above the water line with an approved coating, including the benches and the riser section to the included new ring and cover. These pay items also include all necessary backfill and compaction or flowable fill, and surface restoration to match the existing surface. Payment will be made under Item Nos. 118 thru 123 Furnish and Install FRP Manhole Liner - per vertical foot.

30. Group IV: Protective Coating System shall be measured for payment per vertical foot of depth for each manhole completed and accepted by the Engineer. The bid price and payment for the applicable pay item listed on the bid form shall be full compensation for all materials, labor and equipment necessary to furnish and install a complete Protective Coating System to rehabilitate a sanitary manhole per Project Manual Section 09985. Depth shall be measured from the top of the cone/top slab to the top of the bench. The pay items include any demo and restoration of the existing structure necessary to install the protective coating system covering all interior surfaces above the water line, including the bench and the riser section to the ring and cover, and includes reconstruction of the benches and flow channels per the City's standard details. Payment will be made under Item Nos. 124 thru 133 Protective Coating System - per vertical foot.

31. Chemical Grout Seal Manhole Leaks shall be measured for payment per gallon completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to seal all water leaks in a manhole by chemical grout injection per Project Manual Section 13278 using approved materials. Payment will be made under Item No. 134 Chemical Grout Seal Manhole Leaks - per gallon.

32. Remove and Replace Ring and Cover shall be measured for payment per each replacement completed and accepted by the Engineer. The bid price and payment shall be full compensation for all materials, labor and equipment necessary to remove an existing manhole ring and cover or top and replace it with a new ring and cover per the standard detail. The pay item includes adjusting the ring to match existing grade and coating inside the riser with the approved coating up to the ring. Payment will be made under Item No. 135 Remove and Replace Ring and Cover - per each.

-End of Section-

SECTION 09985
PROTECTIVE COATING SYSTEM

PART 1 - GENERAL

1.1 WORK OF THIS SECTION

A. This section includes general repairs, resurfacing and application of a protective coating system on the interior of existing structures using a monolithic, high-build, solvent-free polymer coating. Design Engineer shall determine which system is appropriate for the intended use, either System A or System B.
B. System A shall be specified and designed to withstand the long term hydrostatic pressures for structures that are partially or fully deteriorated. This system is referred to as a structural repair and protective coating.
C. System B shall be specified and designed to provide a protective coating, such as would be used on new construction or for corrosion protection of existing structures that have very little deterioration.
D. Both systems shall eliminate infiltration and exfiltration, repair voids and deterioration, and provide corrosion protection as a comprehensive internal lining system. Procedures for surface preparation, cleaning, application and testing are described herein. Repair methods and procedures are listed in this section. All manholes and structures scheduled for rehabilitation shall be cleaned, prepared, patched and/or sealed as required prior to the application of any new materials. All surface preparation shall meet manufacturer's recommendations.

1.2 SCOPE OF WORK

A. The Contactor shall be responsible for furnishing all labor, supervision, materials, and equipment required to complete all structure rehabilitation, testing and surface restoration in accordance with this Specification.
B. All Sections of this Specification are mutually complimentary and the overall intent is that the Contractor shall provide everything necessary to make a complete and operable job in every respect.
C. It is the intent of this Specification to ensure that the work, as completed shall meet all applicable codes, ordinances, rules and regulations of every authority having jurisdiction in the area where the construction is located. Failure of the Contractor to point out items that do not meet such requirements does not relieve the Contractor or the Subcontractors of the responsibility of meeting them.
D. All supplies shall be stored and maintained by the Contractor in accordance with manufacturer's recommendations. Materials shall not be exposed to adverse conditions prior to the work. All materials shall be kept in secured area and away from general public access. The Contractor shall review and maintain all Material Safety Data Sheets (MSDS), product labeling, and technical literature at the project site.

1.3 REFERENCES

A. The latest codes and standards referenced herein and belonging to the following organizations shall be followed:
    1. America Society for Testing and Materials (ASTM)
    2. National Association of Corrosion Engineers, NACE International (NACE)
    3. The Society for Protective Coatings (SSPC)
    4. International Concrete Repair Institute (ICRI)
    5. National Association of Sewer Service Companies (NASSCO)
    6. EPA Environmental Technology Verification Program (EPA ETV)
    7. American Association of State Highway and Transportation Officials (AASHTO)
    8. Occupational Safety and Health Administration (OSHA)

1.4 SUBMITTALS

A. Product Data
    1. Technical data sheet on each product proposed shall be furnished for approval by the Engineer. Third party verification of test data is required. The technical data, by validation of ASTM testing

results, shall demonstrate conformity with these specifications. If submitting an alternative product, please follow procedures set forth in Section 1.4 C.

2. Material Safety Data Sheets (MSDS) for each product proposed shall be furnished.

B. Applicator Qualifications and Warranty

1. Bidder must submit the name of the Certified Applicator with his bid or the same day of the bid in order to be considered responsive.
2. Applicator performing the work in this section shall specialize in this type of work and have a minimum three (3) years of documented successful experience with the same or similar material type. Applicator shall be certified by the manufacturer. The Applicator shall be approved by the Owner and approved by the manufacturer of the materials to be applied in order to maintain a full material and workmanship warranty.
3. Applicator shall provide proof of any required federal, state or local permits and licenses necessary for the work, and shall comply with project requirements and manufacturer's recommendations.
4. Design details for any ancillary systems and equipment to be used on site for surface preparation, application and testing. Confined space entry, flow diversion and/or bypass plans shall be submitted to the Owner for approval as necessary for performance of the specified work.
5. Three (3) recent references of Applicator indicating successful application of coating product(s) of the same or similar material type as specified herein, within municipal wastewater environments.
6. Written Warranty.
    a. All materials and labor shall be warranted for a period of five (5) years from the date of project completion by an approved applicator and acceptance by the Owner. Contractor shall warrant all materials and workmanship with a bond for a period of five (5) years from the date of final acceptance of the project.
    b. Failure will be deemed to have occurred if the protective system fails to: (a) prevent the internal damage or corrosion of the underlying structure due to bacteriological, chemical, gaseous (hydrogen sulfide), erosive and abrasive attack, including internal damage or corrosion resulting from vibration or stress cracking and coating failure due to hydrostatic pressures. It does not include excessive atypical non-wastewater induced chemical abuse, atypical physical abuse or acts of God which cause structural damage, (b) seal and protect the substrate and environment from contamination by effluent or (c) seal and protect the structure from influent or infiltration into the structure.
    c. Contractor shall within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said five (5) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

C. "Or Equal" Substitution Submittal

1. In order to be considered as an equal product, said product will have to meet the minimum physical and performance properties described herein as measured by the applicable ASTM standards referenced. Minimum physical properties for structural rehabilitation and corrosion protection only are listed in the physical property chart C. 3. Testing results must be performed and presented in the form of technical data sheets with third party verification. Said product manufacturer must provide documentation supporting the product's success and history of use in closed wastewater environments for at least ten (10) years.
2. Equal products' technical specifications, references and material safety data should be submitted to the Owner a minimum of two (2) weeks prior to bid date.
3. Written product pre-approval is required to determine if the prospective product may be bid and utilized on this project. A product may be rejected as unacceptable if the submittal to the Owner is not received by the deadline or the bid package does not include a written pre-approval from the Owner. The Owner shall be the sole judge in determination of acceptance as an equal product.

4. **System A** - Performance Design Requirements for structural rehabilitation minimum physical requirement charts. Submission must provide third party verification of physical properties:

Test Value (Minimums)

Structural Properties	Polyurethane	Epoxy	Test Value
Tensile Strength, psi (Minimum)	7,450	7,500	ASTM D638, Type IV
Flexural Modulus, psi (Initial)	735,000	600,000	ASTM D790
Flexural Strength, psi	14,000	8,000	ASTM D790
Flexural Modulus, psi (Long Term)	529,000	300,000	ASTM D2990
Compressive Strength, psi	19,000	14,000+	ASTM D695
Wear Resistance, mg	60	115	ASTM D4060, Loss Taber abrasion
Hardness, Shore D, Durometer	90	80	ASTM D2240

Manufacturer must submit calculation showing thickness requirements in order to withstand long term hydro static pressures to the Owner/Engineer.

5. **System B -** Performance Design Requirements for a corrosion barrier only. Minimum physical requirement chart below. Submission must provide third party verification of physical properties:

Test Value (minimums)

Physical Properties	Polyurethane	Epoxy	Test Value
Tensile Strength, psi (Minimum)	2,700	2,700	ASTM D638, Type IV
Flexural Modulus, psi (Initial)	75,000	80,000	ASTM D790
Wear Resistance, mg	42	37	ASTM D4060, Loss
Elongation in %	43 (ASTM D638)	4-6 (ASTM D412)	See individual Values
Hardness, Shore D	62	75	ASTM D2240

PART 2 - STRUCTURE REHABILITATION MATERIALS, METHODS AND PROCEDURES

2.1 GENERAL

A. All work shall be in strict accordance with the specifications and recommendation including application of all products as required and in accordance with manufacturer's directions.
B. Contractor shall conform to all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
C. When freezing temperatures are expected in the area, the Contractor shall take measures to keep applied materials warm and provide the required heat in the structure before repair work is started in accordance with manufacturer's recommendations.
D. Do not apply materials to frozen surfaces or if freezing is expected substrate within 24 hours after application.
E. The invert shall be covered during construction operations to prevent loose materials from collecting in the pipe invert, except during the coating of the invert if a monolithic application is specified.
F. Bypassing and/or blocking of the flow in the manholes shall be done only with prior approval of the Owner.
G. It shall be the contactor's responsibility to provide traffic control as required by the particular location and/or jurisdiction.
H. Contractor shall be responsible for maintaining operation of the sewer system while the work is completed.
I. Use approved equipment designed, recommended and/or manufactured by the material supplier specifically for the application of all materials in the sanitary sewer structures.
J. Examine the surface of the structure to receive the protective coating system. Notify the Owner in writing if the surface is not acceptable for rehabilitation.
K. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE, and SSPC standards of the polymer coating manufacturer's recommendations.
L. Products are to be kept dry, in a controlled environment, protected from weather and stored under cover.
M. Products are to be stored and handled according to their material safety data sheets.

2.2 STRUCTURE CLEANING AND PREPARATION

A. The base and all interior surfaces of the structure shall be thoroughly cleaned and properly prepared before applying any new materials. All masonry substrates should be prepared according to the standard prescribed by: SSPC-SP 13/NACE No. 6 "Surface Preparation of Concrete". Surface preparation must achieve a clean and sound concrete (or brick) surface free of all foreign materials, dirt, grit, sludge, oil, grease, wax, debris, roots, incompatible existing coatings, laitance, form release, curing compounds, efflorescence, sealers, salts, and/or any other contaminants.
B. When grease and oil are present on the surface of the structure, use an approved biodegradable emulsifier or detergent suitable for complete removal of the contamination. Pressure wash all existing surfaces with minimum 5000 psi or 4 gpm to remove all foreign matter and contamination from the surface before abrasive blasting and to clean off the dust after dry blasting or residue after wet abrasive blasting. Perform the ASTM Water Break Test to confirm complete contamination removal, or meet manufacturer's recommendation if more critical.
C. Abrasive blasting shall be used to achieve acceptable surface preparation for all existing structures and any new concrete that does not have an acceptable surface profile. Silica sand shall not be used as the abrasive blasting material. Use wet abrasive blasting if dust is a problem at the job site or as directed by the Engineer. The surface profile shall be ICRI CSP-5 or greater for all existing concrete as recommended by the material manufacturer and CSP-3 for all new concrete surfaces.
D. All loose or defective concrete, brick, grout, ledges, steps and protrusions shall be removed to provide a smooth even surface prior to application of the surfacer and protective coating.
E. The surface pH shall be tested to be 9.0 or higher before applying the surfacer or protective coating. Continue to abrasively blast clean the concrete until an acceptable pH is reached. Must meet the minimum pH recommended by the manufacturer.
F. All waste material resulting from cleaning, preparing and coating the structure shall be collected, removed and properly disposed at a legal dump site.
G. Seal all active leaks with proper material according to the material manufacturer's instructions and the following section 2.3 below. Fill all voids, gaps and holes with cementitious surfacer material per section 2.6 below.

2.3 SEALING ACTIVE LEAKS

A. Stop active leaks with patching material or infiltration control materials applied according to manufacturer's recommendations. Other alternative methods may be used with written approval from the Engineer.

B. Materials
   1. Hydraulic Cement.
      a. Active leaks shall be sealed by using a quick-setting, high-strength, hydraulic cement which instantly stops running water and/or seepage through concrete. If attempts have been made to stop the leak with hydraulic cement and have been unsuccessful, then chemical grout injection will be required to stop severe water leaks with approval of the Engineer. See C.3.h. below.
   2. Chemical Grout
      a. Chemical grout material used for sealing severe active leaks shall be hydrophilic polyurethane unless conditions require a different material and is approved by the Engineer. Mixing and handling of all the chemical grout materials shall be in strict accordance with manufacturer's recommendations. Application of chemical grout shall be by injection method only.

C. Execution
   1. Infiltration control material shall be a rapid sealing product specifically formulated for leak control to stop water infiltration and making repairs in concrete and brick structures, mixed and applied according to the manufacturer's recommendations.
   2. Hydraulic Cement
      a. The work consists of hand applying a dry quick-setting cementitious material designed to instantly stop running water or seepage in all types of concrete and brick structures. The applicator shall apply material in accordance with manufacturer recommendations.
      b. The area to be repaired must be clean and free of all debris.
      c. Proper applications should not require any special mixing of product or special curing requirements after application.
   3. Chemical Grout Sealant
      a. While being injected, the chemical sealant must react and expand in the presence of water.
      b. The cured sealant must withstand submergence in water without degradation.
      c. The cured sealant must be impervious to water penetration and must not be biodegradable.
      d. The cured sealant must withstand freeze-thaw and wet-dry cycles without causing adverse changes to the sealant performance.
      e. Chemical grouting material final cure time must not exceed one (1) hour.
      f. Chemical grouting material must be compatible with all other rehabilitation materials and be approved for use with the other materials by their manufacturers.
      g. All excess chemical grout must be removed from the surface via mechanical grinding means and top patched with hydraulic cement or other approved cementitious surfacing material.
      h. If a separate pay item is provided on the Bid Form for chemical grout sealant, then the Engineer must witness the injection process and approve the quantity of material used supported by purchase tickets and empty containers.

2.4 FILLING AND REPAIR OF INVERT, BENCH AND FLOW CHANNELS

A. Materials
   1. The material used shall be a polymer-modified, ultra-high strength, high build, sewer grade silica fume, fiber reinforced mortar. Must meet manufacturer's recommended use for suitability. Manufacturer shall supply letter of compatibility.

Physical properties:

Set Time at 77F ASTM C-403	
Initial Set	35 minutes
Final Set	50 minutes
Flexural Strength ASTM C-293	

24 hours	600 psi
28 days	990 psi
Compressive Strength ASTM C-109	
24 hours	3,250 psi
28 days	6,800 psi
Shear Bond ASTM C-882	>1,000 psi
Freeze/Thaw ASTM C666	300 cycles, no damage

2. Patching materials shall be in conformity to manufacturer's recommendations.

B. Execution
   1. Patching
      a. Patching of interior structure surface irregularities shall be required in areas where voids exist, such as mortar missing between bricks, around rung holes after the removal of rungs and steps, and spalled or deteriorated concrete. All loose, cracked and corroded materials shall be removed from the area to be patched, exposing a sound substrate. Polymer mortar patching materials and cementitious surfacer shall be applied to dampened surfaces.
      b. When leaks are not readily identifiable upon cleaning operation, use a blower to dry the interior surfaces for positive identification of leaks.
   2. The materials shall be trowel-applied utilizing proper equipment on specified surfaces. The material thickness is determined based on filling and patching voids to bridge sharps peaks and irregularities resulting from deteriorated concrete, spalls, cracks, and bug holes in order to achieve an acceptable profile. Repair Invert, Bench and Channel
      a. Construct invert channels to provide smooth flow transition waterway with no distortion of flow at manhole connections.
      b. Material shall be mixed and applied per manufacturer's specifications. Materials shall be mixed in small quantities to avoid setting prior to placement. Materials shall be smoothed by either hand or trowel in order to facilitate flow.

2.5 MANHOLE FRAME AND COVER REPLACEMENT

A. Materials
   1. Manhole frames and covers shall be US Foundry 420JT or approved equal, unless specified otherwise on the plans. A coating termination key shall be provided below the frame and filled with coating or elastomeric grout. Aluminum hatches shall be as specified on the plans and per Section 08350.

B. Execution
   1. Remove and dispose existing frames and covers or return them to the Owner as directed.
   2. Install castings according to City standard details or approved shop drawings and applicable directions from manufacturer's printed materials.
   3. Set casting to proper alignment and elevation for existing conditions and must be flush with pavement.
   4. Set frame in mortar on the top of the structure or on minimal brick adjustment courses.
   5. Install grade adjustment rings in existing frames on a clean, stable bearing surface free from rocking.
   6. Restore surface to pre-existing condition.

2.6 PROTECTIVE COATING SYSTEMS A & B

A. General
   1. It is the intent of this specification to provide for comprehensive waterproofing, sealing, structural reinforcement and corrosion protection of existing concrete manholes, wet wells and similar underground structures by using an approved high-strength cementitious surfacer and high build 100% solids structural polymer top coating.

2. This specification establishes the minimum standard for material and method of application for the structural reinforcement, sealing and corrosion protection of leaking and deteriorated structures by lining with a high strength cementitious material and 100% solids two-component structural polymer coating.

3. The cementitious surfacer material shall be applied at a minimum average thickness of 500 mils (1/2 inch) for existing concrete surfaces and completely fill bug the holes in new concrete surfaces. The material and application shall meet the manufacturer's recommendations for cementitious underlayment and provide a smooth finished surface as a proper substrate for the polymer coating.

System A - The structural polymer coating shall be installed at a minimum thickness of 250 mils DFT (1/4 inch). The thickness shall be increased in deeper areas to accommodate the groundwater pressure or other specific conditions as recommended by the applicator or as directed by the Engineer. Upon request, calculations provided by the manufacturer showing thickness requirements shall be submitted to the Engineer for review and approval.

System B - The corrosion protection polymer coating shall be installed at a minimum thickness of 125 mils DFT (1/8 inch) or as called for in the plans for corrosion resistance.

B. Materials

1. Cementitious surfacer shall be utilized as the first part of the system to provide a base coat to uniformly and smoothly resurface the existing structure and provide a high strength reinforcement barrier prior to the top coating which utilizes a premium 100% solids polymer. The proposed material shall be approved by manufacturer of proposed polymer top coat material with a suitability letter provided to the Engineer. Use one of the specified materials below or prior approved equal material (see Section 1.4 C):

    a. Epoxytec Mortartec Silicate RCM01 by Epoxytec International, Inc.

    b. Mainstay Microsilica Mortar ML-72 by Madewell Products Corporation

    c. Tnemec Series 217 MortarCrete (1/4" or more) or Series 218 MortarClad (1/32" to 3/8")

    d. Strong Seal

    e. Quadex

    f. IRN-Liner EM by D&D Synergy, Inc.

2. The polymer coating system must be a structural (System A) or corrosion protective coating (System B) exhibiting the following properties or features:

    a. The polymer system must be 100% solids with no VOCs.
    b. The polymer system must be self-priming, requiring no primer before application, unless required by the manufacturer for a certain application.
    c. The polymer system must adhere to concrete with adhesion testing results in PSI that outperformed the cohesion of concrete (ASTM D-4541) and meet the minimum results recommended by the manufacturer.
    d. The polymer system must be able to properly cure under typical environmental conditions and shall perform as advertised by the manufacturer.
    e. The polymer system must withstand freeze-thaw and wet-dry cycles without causing adverse changes to the cure and performance properties.
    f. The polymer system must hang with vertical and overhead thickness capability of 1/8 inch to 1/4 inch without sag.

g. The polymer system must have a defined recoat window without preparation for simple repair requirements. Repairs shall comply with the manufacturer's recommendations.
h. The polymer system shall be resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems, including severe hydrogen sulfide (up to 100,000 ppm) and highly corrosive chemicals.
i. The polymer system must have undergone verification testing by a Certified Independent Third Party in good standing and be tested according to ASTM procedures.

j.	Material Type	hybrid polymer
k.	Solids by Volume ASTM D2697	100%
l.	Solvent (VOC) ASTM D3960	none
m.	Adhesion Strength (concrete) ASTM D4541	substrate failure
n.	Adhesion Strength (steel) ASTM D4541	1,500+ psi
o.	Water Absorption ASTM D1653	< 0.1 g/sq.m.
p.	Acid Exposure (pH 1, H2SO4) CIGMAT CT-1	passed
q.	Tensile Strength ASTM D638	7,450+ psi
r.	Flexural Modulus ASTM D790	600,000+ psi
s.	Flexural Strength ASTM D790	8,000+ psi
t.	Compressive Strength ASTM D695	14,000+ psi
u.	Elongation ASTM D2370	4-6%
v.	Complete Cure Time	18 hours (77F)

Use one of the specified **System A** materials below or prior approved equal material (see Section 1.4 C):

a. SprayWall as manufactured by Sprayroq, Inc.

b. Epoxytec CPP (#RC3) by Epoxytec International, Inc.

c. Mainstay DS-5 by Madewell Products Corporation

d. IRN-Liner FRP by D&D Synergy, Inc.

e. Raven 405 by Raven Lining Systems Inc.

Use one of the specified **System B** materials below or prior approved equal material (see Section 1.4 C):

a. SprayWall or SprayShield Green II as manufactured by Sprayroq, Inc.

b. Epoxytec CPP (#RC3) by Epoxytec International, Inc.

c. Mainstay DS-5 by Madewell Products Corporation

d. IRN-Glaze Coat/Aqua Coat 61 by D&D Synergy, Inc.

e. Green Monster Liner Structural by GML Coatings, LLC

f. Tnemec Series G436 by Tnemec Company, Inc.

g. Raven 405 by Raven Lining Systems, Inc.

C. Execution
1. All structures to be coated shall be readily accessible to the Applicator.
2. Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

3. Any active leaks shall be plugged and all flow bypassed or diverted until the protective coating work is complete and the structural epoxy coating has cured, been tested and accepted by the Owner.
4. Temperature of the surface to be coated should be maintained between 50F and 100F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Specified surfaces should be shielded to avoid exposure of direct sunlight or other intense heat source. Where varying surface temperatures do exist, coating installation shall be scheduled when the temperature is falling versus rising, and shall meet minimum manufacturer's recommendations.
5. New Portland cement concrete structures shall have cured a minimum of 28 days prior to commencing polymer structural lining system installation.
6. Application procedures shall conform to all the recommendations of the polymer coating material manufacturer, including material handling and storage, mixing, safety, and particularly surface preparation, application equipment and method.
7. Top coating or additional coats of the structural polymer coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified material. Additional surface preparation procedures will be required if the manufacturer's recommended allowable recoat window is exceeded.
8. Follow all published and manufacturer recommended application methods. Properly mix and apply all materials to the specified surfaces by manufacturer's approved application methods.

2.7 QUALITY ASSURANCE AND ACCEPTANCE

A. During application, Applicator shall regularly perform and record polymer coating thickness readings with a wet film thickness gage or other approved similar measuring probe, such as those meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, to ensure uniform thickness during application or recommended manufacturer's readings type. The Applicator shall Record and Document all phases of the scope of work as specified in this document, as well as the confined space documentation, and submit all the documentation to the Engineer for review. The QA/QC Documentation shall include but not be limited to environmental conditions, batch numbers, quantities of all materials used for each structure, type of abrasive blasting aggregate, all surface testing such as pH, water break test, compressor blotter test, ICRI CSP comparison with replica plates to confirm adequate surface profile, wet film thickness, and holiday testing.

B. Applicator shall perform holiday detection on all surfaces coated with the polymer coating in the presence of the coating manufacturer's representative. After the polymer coating has set hard to the touch, surfaces shall first be dried and an induced holiday may be made on to the coated concrete surface, which shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188-99). All detected holidays shall be marked by the coating manufacturer's approved marking methods and repaired by abrading the coating surface with grit disk paper or other hand grinding method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the coating manufacturer's recommendations.

C. Adhesion Testing. If millage thickness is in question, the Owner / Engineer has the right to require a destructive test. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

D. NOTE: The mil thickness will be measured and confirmed with the scored and pulled test samples. In structural repairs (partially or fully deteriorated design assumptions), it is critical to confirm the design thickness

E. A final visual inspection as well as a holiday spark tester shall be utilized for testing by the Applicator and witnessed by the Owner's representative. Any deficiencies in the finished coating shall be marked and repaired by the Applicator according to the procedures set forth herein and as recommended by the material manufacturer.

END OF SECTION

SECTION 13270

CLEANING SANITARY SEWER

PART 1 - GENERAL

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning the sewer system. The sewer pipes and structures shall be cleaned using mechanical, hydraulically propelled, and/or high velocity water jet sewer cleaning equipment. The cleaning process shall remove all sand, silt, solids, roots, rags, sludge, grease, rocks, bricks, gaskets, pieces of broken pipe, tuberculation and scale and miscellaneous debris from each sewer segment and the manholes. The selection of cleaning equipment and method shall be based on the type and condition of the sewer pipe and will be subject to the City's approval of the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are highly experienced using that type of equipment.

The Contractor shall submit references as proof that they are capable of cleaning sanitary sewers per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed sanitary sewer cleaning equipment are not satisfactory, the Contractor shall use different personnel, equipment and/or attachments as necessary to accomplish the work. More than one type of equipment or attachments may be required, such as the use of a Warthog spinning jet nozzle. Contractor shall prevent debris from escaping the section being cleaned by any effective means, and may require a debris trap, weir, dam or flow-through plug be used in the downstream manhole so that all the solids and debris are trapped for removal.

Light cleaning is defined as the removal of settled deposits up to 15% of the pipe diameter for sizes up to 24", and up to 10% of the pipe diameter for pipe sizes 27" and larger. Medium cleaning is defined as the removal of settled deposits consistently above the limits of light cleaning and up to 25% of the pipe diameter. Heavy cleaning is defined as the removal of settled deposits consistently above 25% of the pipe diameter. Depth of debris must be verified by the Owner as being consistent or averaged for the reach before the Contractor proceeds with the cleaning operation or proof of existing conditions shall be provided to the Owner before payment is requested. Specialty Mechanical Cleaning is defined as the removal of roots and hardened grease that cannot be accomplished with standard water jetting equipment. Mechanical Cleaning is defined as the use of a chain cutter or other mechanical equipment required to remove tuberculation and scale from DIP or CIP pipe. Mechanical and Specialty Mechanical Cleaning must use a centering device to assure complete cleaning of the entire circumference of the pipe and must be approved by the Owner before being used. The use of Mechanical and Specialty Mechanical Cleaning pay items quantities shall not overlap within the same pipeline being cleaned. All mechanical cleaning includes removal of the debris generated by the process.

The Contractor may use either a vactor truck or a closed-loop cleaning system for pipe sizes up to 24 inches. The use of a closed-loop system that pumps the solids to a closed debris collection container and decants the liquid back into the sewer without emitting significant noise and odor is much more efficient for larger pipe diameters with high volumes of debris, and therefore is required for pipe sizes over 24 inches. Only closed-loop cleaning systems which decant all the water and can pass the paint filter test for debris disposal at the Orange County Landfill are eligible to collect the pay item for Sanitary Sewer Debris Disposal (Closed-Loop System Only). If the Contractor uses a vactor truck for the cleaning process, then he is responsible for the cost of the debris disposal. Solids shall not be discharged or allowed to escape downstream during the cleaning process. Sewers shall remain in service during the primary cleaning procedure.

If required by the project scope, the final cleaning and CIPP lining shall be completed while the sewage flow is bypass pumped or maintained by other approved means. The Contractor shall submit a post-cleaning video inspection of the final cleaned pipeline for review and approval by the Engineer and CIPP liner installer before proceeding with the CIPP liner installation. Any excessive groundwater leaks, as determined by the Engineer, shall be sealed with a packer and acrylamide chemical grout injection before installing the CIPP liner.

Satisfactory precautions shall be taken to protect the sewer pipes and manholes from damage that might be inflicted by the improper use of the cleaning method or equipment. Any damage done to a pipe or structure by Contractor negligence shall be repaired by the Contractor at no cost to and to the satisfaction of the City.

The Contractor shall be responsible for obtaining the water meter and all related costs. All expenses shall be considered incidental to the cleaning of the sanitary sewers. No fire hydrant shall be obstructed or used when there is a fire in the area.

PART 2 - EQUIPMENT

A. All cleaning equipment shall include an extraction device that removes all solids and does not release particulate matter or allow the removed debris to pass downstream from the cleaning access point. The cleaning equipment shall be able to operate without the need of sewage flow control during the primary cleaning operation. The Contractor is responsible to use whatever means necessary to remove tuberculation or scale from iron pipes or hard-packed sediment on the bottom of the pipeline without damaging the existing pipe. Extreme care shall be used to prevent pipe damage or collapse. The Contractor shall minimize the discharge of odors into the atmosphere by any possible means.

B. Hydraulic-Propelled Devices:

Hydraulic-propelled devices include high velocity water jet cleaning, mechanical rotary cutting devices, and other devices which require a head of water to operate utilizing a collapsible dam. Any dam used must be easily collapsible to prevent damage to properties due to flooding. The flow of wastewater present in the sanitary sewer shall be utilized to provide the necessary water for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to expedite cleaning procedures, the water shall be conserved and not used unnecessarily.

Whenever hydraulically-propelled cleaning tools which depend upon water level to provide the cleaning force, or any tool which retards the flow of water in the sanitary sewer is used, precautions shall be taken to insure that the water level created and the increased hydraulic gradient upstream does not cause flooding damage to any property served by the sewer system. Vactor trucks can be used upstream of the work segment to prevent sewage backups that might occur during cleaning or lining operations. Any damage to property as a result of flooding shall be the liability and responsibility of the Contractor.

C. High Velocity Water Jet Cleaning:

The jetting equipment must be specifically designed and controlled to thoroughly clean the pipe without damage. A working pressure gauge shall be used on the discharge of all high-pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean the top of the pipe, to a downward angle in order to clean the bottom depending on the pipeline needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent damage to the crown of the pipe if it is severely corroded. In addition, the hose reel speed shall be controlled to pull the jetting head through the pipe at an appropriate speed between 1 to 15 feet per minute. The primary pump should be rated at least 180 gallons per minute (gpm) at 2000 psi and have additional capacity as needed to perform the work. Closed-loop system equipment shall have a reel and hose that is capable of cleaning at least 1000 LF of sewer pipe in a single reach without the need to reposition the equipment to another access point. Vactor cleaning equipment shall have a reel and hose that is capable of cleaning at least 500 LF of sewer pipe in a single reach. The pressurized nozzle shall be turned off or flow reduced anytime it is stopped, in order to prevent damage to the pipe from extended periods in one location.

D. Mechanical Cleaning:

Mechanical cleaning shall be done with approved equipment and accessories, in addition to normal water jet cleaning. The Contractor shall submit the equipment manufacturer's operation manual and instructions to the Engineer for review and they shall be followed strictly unless approved by the Engineer. Chain cutters, root saws, rods, scrapers, porcupines, cable machines and other approved equipment and accessories shall be used as appropriate to accomplish the work.

E. Debris Collection:

The debris collection system shall include a vacuum/pumping system with a sealed containment unit that must be able to safely transport the sanitary sewer debris to a legal disposal site without leakage or emitting any significant amount of odor. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing

99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point.

PART 3 - EXECUTION

A. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process. The Contractor shall only use biodegradable cleaning materials which will not create hazards to health or property or affect treatment plant processes.

B. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire pipeline is clean and has been approved by the Engineer after reviewing the post-cleaning TV inspection. The water jet cleaning nozzle shall be inserted through the downstream manhole of the segment being cleaned. The jetting action from the nozzle will propel the cleaning head upstream to a chosen point in the pipeline (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle back downstream to the access manhole, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container.

C. The debris collection system shall separate the solids and return only solids-free water back into the collection system downstream of the segment being cleaned. The operator will send the nozzle upstream again to a further point in the pipeline and repeat this procedure until the furthest upstream point has been reached and the pipe is clean of all loose coatings and corroded pipe, sludge, sediment and debris. The Contractor is responsible to use whatever means necessary to remove all undesirable material from the line without damaging the pipe.

D. Final cleaning and TV inspection done immediately before CIPP liner installation shall be completed without active sewage flow in the pipeline. If approved by the Owner, the Contractor may plug the line for a short time to accomplish these tasks. If the line is plugged, the Contractor shall have a vactor truck monitoring and controlling the sewage level at the next upstream manhole. When the Contractor is confident that the pipeline is completely clean, he shall perform the video inspection and submit it to the Engineer and CIPP liner installer for review and approval before proceeding. If the Engineer or CIPP liner installer rejects the cleaning, then the Contractor shall provide the necessary additional cleaning and re-inspection video at no additional cost to the City.

E. The Contractor is responsible to secure a portable water meter from Orlando Utilities Commission (OUC) and pay all costs for the purchase of the water used for the work and is responsible for all costs to transport and legally dispose of all waste material.

F. In addition to the requirements herein, the Contractor shall maintain a clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning pipes and disposing of waste materials and debris. The Contractor shall also keep the work area and surrounding premises free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal dump site for the disposal of the sewer debris. Under no circumstances shall sewage or solids removed from the sanitary sewer system be spilled or dumped onto streets or into ditches, catch basins, or storm drainage systems. The removed solids shall not be disposed of into a sanitary sewer, but the liquid sewage may be discharged back into the sanitary sewer system after the solids have been settled out.

END OF SECTION

SECTION 13271

SANITARY SEWER SYSTEM TELEVISION INSPECTION

PART 1 - GENERAL

A. Description

This section includes closed-circuit television inspection with digital audio-visual recording and reports associated with the inspection of sanitary sewers. The vendor providing this service shall have a minimum of five (5) years experience providing the same service required for this project.

B. Definitions

1. Television Inspection: Operation necessary to complete a true-color audio-visual inspection and documentation for assessment or verification of existing internal sewer pipeline conditions. Furnish labor, materials, equipment, tools, and other incidental services for CCTV inspection.

2. MPEG: MPEG, which stands for Moving Pictures Expert Group, is the nickname given to a family of international standards fused for coding audio-visual information in a digital compressed format. For the purposes of this specification, digital audio-visual coding has a resolution of 352 pixels (x) by 240 pixels (y) and an interlaced frame rate of 30 frames per second. MPEG coding shall be named using the .mpg as the file extension.

3. Compact Disk-Read Only Memory (CD-ROM): For the purposes of this specification, CD-ROM shall be defined as a CD-R written or "burned" in accordance with the ISO-9660 Level 2 specifications. Alternatively, flash drives can be used for delivery of the videos.

PART 2 - MATERIALS

A. General

Furnish the television inspection studio, television camera, audio-visual digital encoding equipment/software, and other necessary equipment, materials, electricity, labor, technicians, as may be needed to perform the television inspection.

B. Television Inspection Equipment

1. The television inspection equipment shall be capable of inspecting a minimum of 1,500 feet of sewer line, when entry into the sewer can be accessed from the upstream and downstream manholes. When entry is at one end only, the inspection equipment shall be capable of inspecting 750 feet by a self-propelled unit. The inspection equipment shall be capable of clearly televising the interior of a 6-inch-diameter sewer and larger sizes.

2. Transport the television equipment in a stable condition through the sewer line to be inspected. Throughout the inspection, position the camera equipment with the camera directed along the longitudinal axis of the sewer. When the television equipment is towed by winch and bond through the sewer line, the winches shall be stable with either locking or ratcheting drums. Winches shall be inherently stable under loaded conditions. The bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the camera extension or traction through the sewer conduit. Prevent damage to the sewer conduit during the television inspection. In the case where the Contractor, for any reason, causes damage such as would be caused by incorrect deployment of bonds or retrieval of lodged equipment, the cost of repair or remedy shall be borne by the Contractor.

C. Television Camera

1. Use a television camera specifically designed and constructed for sewer pipeline inspection. The camera shall be waterproof and shall be operative in any conditions that may be encountered in the inspection environment. Provide a color pan and tilt camera to facilitate the inspection of service laterals and main line as well as manhole for defects. The television camera shall be capable of 360-degree rotational scan indicating salient defects. The tilt arc shall not be less than 225 degrees unless otherwise approved by the Engineer. The adjustment of focus and iris shall provide a minimum focal range of 3 inches in front of the camera's lens.

2. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer.

3. The illumination shall be such as to allow an even distribution of the light without shadowing and be bright enough to reveal any and all defects.

4. The view seen by the television camera shall be transmitted to a monitor of not less than 11 inches in size. The television camera shall be capable of receiving and transmitting a picture having not less than a resolution 352(x) by 240(y). The travel speed of the television inspection camera shall be uniform and shall not exceed the maximum speed of 6 inches per second when problems are not evident, or slower as directed by the Engineer.

5. Test the television inspection equipment to verify the picture quality. Use the Macroni Regulation Chart No.1 or the equipment manufacturer's recommendation to clearly differentiate between the following colors: white, yellow, cyan, green, magenta, red, blue, and black.

6. The television inspection equipment shall be of such quality as to enable the following to be achieved:

   a. Color: With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance.

b. Linearity: The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship (±5%).

c. Resolution: The live picture must be displayed on a digital or analog monitor capable of providing a clear, stable image free of electrical interference with minimum horizontal resolution not less than 352(x) by 240(y) lines. The recorded image shall be at higher resolution that is typical of the latest equipment industry standards.

d. Color Consistency: To ensure that the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure color consistency, no variation illumination shall take place during the inspection.

e. Engineer may periodically ask to check both the live and video picture color consistency against the color bar. Any differences will necessitate resurvey of the new length or lengths affected, at the Contractor's expense.

f. The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the center point of the camera or center point of the transducer, whichever unit is being used. The relative positions of the two center points should also be noted. Use a metering device that enables the cable length to be accurately measured; this shall be accurate ±1% or 6 inches whichever is greater. Demonstrate that the tolerance is being achieved by tape measurement between manholes on the surface. This taped measurement must be included on each television log both written and digital.

g. If the Contractor fails to meet the required standard of accuracy, the Engineer will instruct the Contractor to provide a new device to measure the footage. The Engineer may, at his discretion, instruct the Contractor in writing, to resurvey those lengths of sewer first inspected with the original measuring device using the new measuring device.

h. Audio-visual recordings and collected data made during the television inspection shall become the property of the City. Submit to the Engineer immediately upon completion of the television inspection.

D. Television Studio

The television studio shall be large enough to accommodate two people for the purpose of viewing the television monitor while the inspection is in progress. The television studio shall be insulated against noise and extremes in temperature and shall be provided with means of controlling external and internal sources of light in a manner capable of ensuring that the monitor screen display is in accordance with the requirements of this specification. The Engineer shall have access to view the television screen at all times. Locate the central control panel and television camera control in the mobile television studio. Mount the television studio on a mobile vehicle (truck or trailer), which allows safe and orderly movement of the inspection equipment throughout the jobsite.

PART 3 - EXECUTION

A. Diversion of Wastewater

Bypass pumping of wastewater will be determined, if necessary, based on the project specifics at the time of work assignment. Certain project tasks can be accomplished by temporarily plugging the pipe for a short period of time to complete final cleaning, video inspection, and lining insertion, with prior approval of the Owner or Engineer.

B. Television Inspection

1. Inspect sewer pipelines with pan and tilt conventional television imagery so as to record relevant features and defects of the pipeline under inspection. Inspection of pipelines shall be carried out in a format reviewed by the Engineer. Perform cleaning in accordance with the requirements of the contract documents. A skilled technician or supervisor who shall be located at the control panel in the mobile television studio shall control the operation of the television equipment.

2. If television inspection of an entire section cannot be successfully performed from one manhole, perform a reverse setup to obtain a complete television inspection. No additional payment will be made for a reverse setup.

3. Provide a complete television inspection of both the upstream and downstream manholes beginning at the top of each manhole and panning down to inspect the entire manhole.

4. Whenever prevailing conditions allow, position the camera head to reduce the risk of picture distortion. In circular sewers, position the camera lens centrally (i.e., in prime position) within the sewer. In noncircular sewers, picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. Direct the camera lens along the longitudinal axis of the sewer when in prime position. A positioning tolerance of ±10% of the vertical sewer dimension shall be allowed when the camera is in prime position.

5. Perform television inspections during low flow conditions. The Engineer reserves the right to refuse any television inspection that, for any reason, does not produce an effective survey of the sewer pipe. If the water level is greater than 25% of the pipe diameter, conventional television inspection shall not be attempted without prior approval from the Engineer. In addition, if it is determined that effective conventional television inspection cannot be performed, notify the Engineer in writing.

6. Do not pull a jet cleaning device in front of the television inspection camera during inspection of the sewer line unless video recording with active flow is necessary and the flow prevents proper viewing, and has been approved by the Engineer.

C. Digital Audio/Visual Recording

1. Take continuous digital video recordings of the inspection view as it appears on the television monitor. It is intended that a digital video recording will be made of the complete television inspection of the sewer lines constructed as part of this project. The recording

shall also be used as a permanent record of defects. The recording shall be MPEG file format. The digital video encoding shall include both sound and video information that can be reproduced with a video image equal or very close to the quality of the original picture on the television monitor. The replay of the recorded video information, when reviewed by Windows Media Player™, shall be free of electrical interference and shall produce a clear, stable image. The audio portion of the composite digital coding shall be sufficiently free of electrical interference background noise to produce an oral report that is clear and completely and easily discernible.

2. The audio portion of the inspection report shall include the location or identification of the section, the manhole-to-manhole direction of travel, and the distance traveled on the specific run encountered. The inspection camera equipment shall be on the specific run encountered. Continuously connect the inspection camera equipment to the television inspection or monitoring equipment. The recording and monitoring equipment shall have the built-in capability to allow the Engineer to instantly review both the audio and video quality of the recordings during the television survey. Playback speed shall be continuously adjustable from one-third normal speed for slow-motion viewing to normal playback speed.

3. Create separate MPEG files for each sewer line segment. In case of a reverse setup, store such inspection in a separate MPEG file. MPEG files shall be written to CD-ROM or DVD-ROM media for delivery to the Engineer. Multiple MPEGs may exist on each CD-ROM or DVD-ROM. Each CD-ROM or DVD-ROM shall be labeled, at a minimum, with the following information: Utility Owner, Project Name, Date of Inspection, ID Number, Sewer Line Sections, and TVI Contractor's Firm Name.

4. Name the MPEG files according to the following file specification: [Start Manhole Number]_[End Manhole Number]_[Month]_[Day]_[Year].mpg

5. The Engineer reserves the right to refuse an MPEG on the basis of poor image quality, excessive bit rates, inconsistent frame rates, or any other characteristics that may affect usability by the Engineer or Owner.

D. Television Inspection Reports

1. Prepare a television inspection report covering the television inspection work and the information acquired. Prior to beginning work, submit a sample hardcopy television inspection report to the Engineer for review.

2. Report sewer defects in accordance with the National Association of Sewer Service Companies (NASSCO) program known as Pipeline Assessment and Certification Program (PACP). The Engineer reserves the right to refuse any inspection report that does not comply with the PACP program.

   Prior to beginning work, submit current NASSCO PACP certification for the operator performing the inspection to the Engineer. Do not commence work until such certification is provided and approved.

E. Quality Control

1. Operate a quality control system that will effectively gauge the accuracy of inspection reports produced by the operator.

2. The Engineer shall be entitled to audit the control system and be present when assessments of the sewer integrity are being determined. When requested by the Engineer in writing, forward sufficient details and information for such audit assessment to the Engineer. Should any report fail to achieve a margin that the Engineer deems satisfactory, the Contractor, without any additional compensation, shall recode and resubmit any data or reports that the Engineer deems necessary.

END OF SECTION

SECTION 13273

BYPASS PUMPING WASTEWATER

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work covered by this Section consists of providing temporary bypass pumping of wastewater around the construction areas to facilitate all work involved with the project. The Contractor shall be responsible to maintain wastewater diverted around the construction area and provide uninterrupted wastewater service to the users of the system at all times while preventing any sewage overflows or spills. If the Owner cannot provide accurate flow data, then it is the Contractor's responsibility to estimate and design the bypass pumping system for the necessary maximum capacity needed to maintain the flow. The Contractor shall furnish, install, operate, and maintain all necessary equipment, materials, labor and power for the bypass pumping system for the duration of the project. The Contractor shall perform all restoration work related to the bypass pumping system to the satisfaction of the Engineer. If the Work involves a short duration disruption of normal sewage flow, then the Contractor can propose to use plugs and vactors/tankers to maintain the flow with the Engineer's approval of the Contractor's plan.

B. The Contractor shall employ the services of a vendor or subcontractor who can demonstrate to the Engineer that they specialize in the design, installation, operation and maintenance of temporary bypass pumping systems. Approved vendors include Godwin Pumps, Rain For Rent, Thompson Pumps, and Mersino. The Contractor shall provide a list of references for projects that their vendor or subcontractor has completed in the past of similar size and complexity. The design, installation, operation and removal of the temporary pumping system shall be the Contractor's responsibility. The bypass pumping system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

C. The Contractor shall submit a bypass pumping plan to the Engineer for review and approval. The Contractor, in collaboration with the vendor/subcontractor shall prepare detailed plans and descriptions of the bypass pumping system according to the requirements set forth in Section 3.03 of this specification. Contractor shall outline all backup provisions and precautions regarding the safe handling of bypass pumped wastewater. No bypass pumping shall be installed until the submittal has been reviewed and approved by the Engineer.

PART 2 - EQUIPMENT

2.01 GENERAL

The Contractor shall provide and maintain adequate equipment, piping and other necessary appurtenances in order to maintain uninterrupted wastewater service for all pipelines affected by the construction work. The Contractor shall have backup pumps, backup generators, piping, appurtenances and/or tankers ready to deploy immediately in case of any failure of the bypass pumping system.

2.02 PUMPS

A. Bypass pumps shall be quiet pack type with proper sound attenuation resulting in a maximum SPL level of 55 decibels at the closest residence or business. If the quiet pack pumps are not sufficient to achieve this sound level resulting in complaints from adjacent property owners, then the Contractor shall install additional measures such as a plywood enclosure to reduce the noise to an acceptable level to address the complaint.

B. All pumps used shall be fully automatic, self-priming, quiet pack type and shall not require the use of foot valves. Vacuum-assisted or compressor-assisted dry priming pumps are acceptable. Pumps may be electric, gas or diesel powered. All pumps must be designed to handle dry running for extended periods of time.

C. In the event a Compressor-Assisted style pump is used, the compressor, under normal working conditions, must be able to exhaust the air from the system without discharging sewage or offensive odor into the atmosphere. Delivering the discharged fluid into a collection bucket through an external exhaust tube can pose damage to the environment and will not be accepted.

D. The Contractor shall provide a standby pump for each size pump used in the bypass pumping system. The standby pumps shall be placed in-line by means of a manifold. The manifold shall be complete with isolating valves and non-return check valves to allow pumping to continue without disturbing the piping system in the event the primary pump should fail. The Contractor shall provide the appropriate automatic start/stop control panel necessary for each pump.

2.03 PIPING

A. Flexible hose shall not be allowed for use as bypass piping, except as necessary at discharge connections as approved by the Engineer.

B. Bypass pipe shall be constructed of rigid galvanized pipe with quick-connect fittings or high-density polyethylene pipe (HDPE) with fused joints. Flexible discharge hose will not be allowed unless authorized and approved by the Engineer for a special circumstances or purpose. All piping shall be designed to withstand at least twice the maximum system pressure or 50 psi minimum, whichever is greater. Suction pipes must be installed in a manner that will prevent the end of the pipe from sucking itself against any flat surfaces which could prevent proper function and it should have a strainer on the end unless rags are causing the strainer to be clogged.

C. The pipeline must be located off the street except where the pipeline crosses side streets and driveways, where the contractor must place the by-pass pipelines in trenches and cover with temporary asphalt pavement or provide approved ramps.

D. When needed, air release valves must be properly placed in-line at high points to alleviate trapped air and resulting high pressure within the discharge pipeline. Check valves and tees shall be used as necessary to connect bypassed flow from lateral or intersecting pipelines.

2.04 TEMPORARY PIPE PLUGS

A. Plugs used shall be multiple layer style inflatable plugs. Each plug shall be properly tagged and tested under the required pressure for each specific condition. Flow through plugs may be necessary for suction and discharge lines for the bypass system.

B. Plugs must be used with the proper restraints that meet or exceed industry standards.

C. All plugs shall be firmly attached to a stationary object above ground by a steel cable in order to prevent loss of the plug in the pipeline.

PART 3- EXECUTION

3.01 GENERAL

A. The bypass pumping system shall be properly sized to pump the maximum flow rate and the system shall include redundant pumps of each size in case of pump failure. The Contractor shall demonstrate that the pumping system is functioning properly and is sufficiently sized to successfully handle all flows by performing a test run for at least 24 hours prior to beginning work.

B. The Contractor shall abide by all OSHA regulations for the duration of the project. The Contractor shall exercise extreme caution when working in a confined space or around toxic gases. Employees working in confined spaces shall have proper certifications and all necessary safety gear required.

C. The Contractor shall have and maintain all materials, equipment and labor necessary to complete the repair or replacement of any part of the bypass pumping system on the job site prior to isolating the pipeline to be taken out of service.

D. The Contractor is responsible for installing the bypass pipeline below grade as necessary to avoid roadway, sidewalk and driveway closures. The Contractor is responsible for locating and protecting existing utilities in the area where the Contractor chooses to install the bypass system. The Contractor shall install the bypass pipelines so as to minimize disturbance to existing utilities and shall obtain approval of the pipeline locations from the Engineer prior to installation. The Contractor shall pay all costs associated with the bypass pumping system, including restoration, locating and/or relocating utilities and obtaining approvals.

3.02 TRAFFIC CONSIDERATIONS

A. The Contractor is responsible for any associated maintenance of vehicular or pedestrian traffic necessary to accommodate the bypass pumping system. The Contractor shall locate bypass pumping suction and discharge lines so as to not interference with the use of streets, sidewalks, private driveways and businesses, which may include temporary trenching of piping through intersections. Ingress and egress to adjacent properties shall be maintained at all times. Ramps, steel

plates, temporary walkways or other methods shall be deployed by the Contractor to facilitate vehicular and pedestrian traffic over the bypass piping. High traffic commercial properties or special events may require the use of an alternate method.

3.03 BYPASS PUMPING PLANS

A. The Contractor shall submit comprehensive written plans to the City for review and approval that describes the bypass pumping system to maintain wastewater flows during construction. The Contractor shall also provide a sketch showing the location of bypass pumping equipment for each bypass pumping setup. The plan shall include any proposed vactor(s), tanker(s), pump(s), bypass piping, backup plan and equipment, work schedule, monitoring plan and log for monitoring the bypass pumping system.

The bypass pumping plans must include the following:

1. Quantity and location of the pumps (primary and standby).
2. Model, size, flow capabilities and brief description of each pump.
3. Size, length, joints and material type of the suction and discharge piping.
4. Power requirements and source for electric motor driven units (if applicable).
5. Complete set of pump specifications with system demand curve.
6. Schematic drawing of the bypass pumping system, including a profile of suction and discharge piping.
7. Method of discharge pertaining to manholes.
8. Discharge manifold description including isolation valves and non-return valves.
9. Method and effectiveness of noise control for pumps.
10. Size, type and intended use of pipe plugs.

B. All piping shall be designed to withstand at least twice the maximum system pressure or 50 psi minimum, whichever is greater. The Contractor shall cease bypass pumping and return the flow to the new or existing sewer if so directed by the Engineer. During bypass pumping, no wastewater shall be leaked, dumped, or spilled in any area outside of the existing wastewater system. When bypass operations are complete, all bypass piping shall be drained into the wastewater system prior to disassembly.

3.04 BYPASS OPERATION

A. The City must approve the bypass plan prior to implementation of the bypass system. The Contractor shall plug off and pump down the sewer manhole or line segment in the immediate work area and shall maintain the upstream wastewater system so that surcharging does not occur. The Contractor shall be responsible for maintaining flows from pipes entering the system at manholes within the bypassed sewer segment.

B. The Contractor shall be responsible for onsite monitoring of the bypass pumping operation 24 hours per day, 7 days per week, by onsite personnel responsible for proper operation and maintenance of the equipment. Any electronic monitoring in lieu of onsite monitoring must be detailed in the comprehensive written plan and approved by the City prior to use. If a remote system is used the Contractor

must furnish a list of emergency numbers and contacts that will be programmed into the telemetry system. Bypass pumps and motors shall have proper sound attenuation resulting in a maximum sound level of 55 decibels at any adjacent private property.

C. The Contractor shall ensure that no damage will be caused to private property as a result of bypass pumping operations. The Contractor shall complete the work and satisfactorily pass all tests, inspections and repair any deficiencies as quickly as possible, prior to discontinuing the bypass pumping operation and returning flow to the sewer system.

D. The Contractor shall immediately notify the City should a sanitary sewer overflow or spill occur and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City and/or other governmental agency.

3.05 CONTRACTOR LIABILITY

A. The Contractor shall be responsible for all required pumping, equipment, piping and appurtenances to accomplish the bypass pumping and/or maintenance of sewage flows and shall also be responsible for any and all damage that results directly or indirectly from the bypass pumping operation. The Contractor shall be liable for all damage claims, penalties and fines that the City incurs resulting from a sanitary sewage overflow or spill. In addition to the aforementioned costs, the Contractor may be fined $5,000 per each 24-hour period following an overflow that the wastewater overflow or spill is not completely cleaned up, disinfected, and the sewer system returned to operational status.

B. The Contractor shall be responsible for all physical damage to the local sewer lines and laterals caused by the Contractor’s equipment or employees.

END OF SECTION

SECTION 13274

CURED-IN-PLACE POLYMER (CIPP) PIPE POINT REPAIR

PART 1 - GENERAL

This Section covers Cured-In-Place-Polymer (CIPP) pipe point repair lining of short lengths of existing pipelines by the installation of a resin-impregnated flexible tube which is installed with an inflatable packer and cured to form a hard, impermeable, corrosion resistant pipe within a pipe. When cured, the CIPP liner shall be formed to the interior of the host pipe, tight-fitting, chemical-resistant and water-tight.

PART 2 - REFERENCED DOCUMENTS

This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of non-reinforced plastics) which are made a part hereof by reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification shall govern.

PART 3 - PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

3.01 Proposed sewer lining products shall have a minimum 50-year design life. Only proven products and installation contractors with a minimum 5-year successful installation track record will be approved. All lining products and installers must be submitted to the City and be approved prior to receiving notice to proceed.

Products and Contractors seeking approval must meet all of the following criteria to be approved as Commercially Acceptable:

A. For a Product to be considered Commercially Acceptable, it shall have been successfully used within the State of Florida for a minimum of five years and test results shall be submitted from an accredited, independent third-party testing laboratory supporting the long-term performance and structural strength of the product. No product shall be approved without this independent third-party testing verification.

B. For the Installer to be considered Commercially Acceptable, the Installer must have a minimum of five years of experience installing point repair liners, must be certified by the manufacturer of the product, and must satisfy insurance and bonding requirements of the City. Acceptable documentation of the installer's minimum experience and manufacturer's certification shall be submitted and approved by the City.

PART 4 – MATERIALS

4.01 TUBE

The tube or fabric material shall meet the requirements of ASTM F-1216 or ASTM F-2019. The tube of fabric shall be fabricated to a size that when installed will form to the internal circumference of the original pipe. Allowance should be made for circumference/radial stretching during installation.

The inside layer of the finished liner maybe coated or uncoated. If the liner material is coated with a transparent flexible material, it must be compatible with the resin system used. If the liner material is uncoated, it must form a homogenous product after curing.

The tube shall be capable of carrying the resin, withstanding installation pressures and curing temperatures. The tube or fabric shall contain no intermediate or encapsulated layers.

No materials shall be included in the tube or layers of material that will be subject to delaminating within the cured pipe liner.

The installed liner shall form a smooth transition on each end of the point repair. The finished liner shall be leak-free and tight-fitting to the internal circumference of the original pipe without wrinkles or aberrations.

The wall color of the interior surface of the liner after installation shall be a uniform, light reflective color so that a detailed examination with closed circuit television inspection equipment can easily observe and verify a complete wet out and cure of the liner.

4.02 RESIN

The resin system shall be a corrosion resistant vinyl ester resin, 100% solids epoxy resin, or silicate-based resin system. No modified fumed silica shall be allowed. Finished tube composites shall meet the requirements of ASTM F-1216 or ASTM F-2019 and other requirements contained in this specification. The resin system must be able to give sufficient working time above ground to enable proper impregnation of the tube or fabric, but also must be sufficiently cured within 3 hours to allow the removal of the packer or carrier. The point repair materials must meet or exceed the properties in Table 1 below.

PART 5 - MINIMUM REQUIREMENTS

5.01 **Table 1**

Cured Liner Properties Shall Meet or Exceed the Following:

	ASTM Test Method	Minimum Value
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	450,000 psi
Tensile Strength	D638	3,000 psi

5.02 The liner shall be designed with the minimum properties in Table 1, taking into consideration the condition of the existing pipe and shall be specifically designed for the proper size, type, depth and groundwater elevation of the pipe being lined.

PART 6 – INSTALLATION

6.01 The tube shall be impregnated with a compatible manufacturer approved resin.

6.02 The tube shall be properly oriented and loaded onto the carrier train for installation within the defective area of the pipe.

6.03 The carrier train shall be pulled or winched to the proper location and positioned by using a closed-circuit TV camera guiding the installation. The installation process shall follow the manufacturer's recommendations for inflation, curing and removal of the carrier train.

PART 7 - TESTING REQUIREMENTS

7.01 CHEMICAL RESISTANCE

The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

7.02 HYDRAULIC CAPACITY

Calculations must support that the finished CIPP shall have at least 100% of the full flow capacity of the original host pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficients for the host pipe material and CIPP liner.

7.03 CIPP FIELD SAMPLES

When requested by the City, the Contractor shall submit tes linert results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.01 have been achieved in previous field applications. Upon request by the Engineer, samples shall be made and tested as described in Section 9.01.

PART 8 - INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

8.01 GENERAL

It shall be the responsibility of the Contractor to propose all manhole access points to the Engineer for approval before beginning the work. If a street must be closed to traffic because of the location of the access point, the Contractor shall utilize the MOT plan shown in the Drawings, if provided, or provide the required MOT at the cost agreed upon by the City. If the Contractor chooses to use an MOT plan that is different from one provided in the plans, the Contractor shall submit the signed and sealed MOT plans to the City Traffic Control Manager for approval before beginning work. The Contractor shall obtain a temporary water meter from OUC, in order to obtain water from fire hydrants for cleaning, lining and other work requiring water.

8.02 CLEANING OF SEWER LINES

The Contractor shall remove all internal sediment and debris out of the sewer line that might interfere with the installation of the CIPP lining. Internal video inspection must be provided to the City for approval, which demonstrates that the existing pipe is properly cleaned before installation of the CIPP liner.

8.03 BYPASS PUMPING

Bypass pumping of wastewater will be determined, if necessary, based on the project specifics at the time of work assignment. Certain tasks can be accomplished by temporarily plugging the pipe for a short period of time to complete final cleaning, video inspection, and lining

insertion, with prior approval of the Owner or Engineer. The Contractor may also submit a CIPP point repair method for approval by the Engineer that utilizes a "flow-through" bladder and plug, which permits water to continue to flow through the pipe during the CIPP curing process. The "flow-through" bladder shall be a minimum diameter of 4 inches for liquids to pass through.

8.04 INSPECTION OF PIPELINES PRIOR TO AND AFTER POINT REPAIR INSTALL

Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to verify that acceptable cleaning has been performed, determine the location of any conditions which may prevent proper installation of the CIPP, location of the proposed repair, and noting the locations so that these conditions can be corrected. A video recording and suitable log shall be submitted to the City for later reference. The finished CIPP should be continuous and uniform over the length of the repair area and extend at least one foot into structurally sound pipe.

8.05 LINE OBSTRUCTIONS

If pre-installation inspection reveals an obstruction such as a dropped joint or a collapse that will prevent the inversion lining process, and the obstruction cannot be removed by sewer cleaning equipment, then the City shall make a point repair excavation to repair the pipe before lining.

8.06 PUBLIC NOTIFICATION

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a sewer must be taken out of service to complete the work, the maximum amount of time without service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, requiring the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the time period when sewer service will not be available during the work. The Contractor shall also provide the following:

A. Written notice to be delivered to each home or business at least one day prior to the beginning of work being conducted, and a local telephone number for the Contractor that they can call to discuss the project or any problem which could arise.

B. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.

8.07 SERVICE CONNECTIONS

The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP, so that they can be quickly restored.

PART 9 - INSPECTION

9.01 For each work order released, one CIPP sample for each diameter shall be prepared and physical properties tested in accordance with ASTM F1216, ASTM F-2019 or ASTM F-1743 Section 8, using the appropriate test method for the material used. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.

9.02 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 90% of the design thickness as calculated in paragraph 5.06 of this specification.

9.03 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6. Upon acceptance of the work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

END OF SECTION

SECTION 13275

CURED-IN-PLACE POLYMER PIPE (CIPP)

1. GENERAL

1.1 It is the intent of this specification to provide for the reconstruction of pipelines by the installation of a resin-impregnated flexible tube, which is formed inside the original pipe by use of a hydrostatic head or air pressure. The resin is cured using hot water, steam or UV curing technology under hydrostatic or air pressure within the tube. The Cured-In-Place Polymer Pipe (CIPP) shall be continuous between structures, designed for use inside a fully deteriorated host pipe, tight fitting and have no wrinkles.

2. REFERENCED DOCUMENTS

2.1 This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), ASTM F2019 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using the UV-Light Curing Method and ASTM D790 (Test methods for flexural properties of non-reinforced plastics) which are made a part hereof by reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification shall govern.

3. PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

3.1 Proposed sewer lining products shall have a 50-year design life and only proven installation contractors with a minimum 4-year successful installation track record will be approved. All lining products and installers must be submitted to the City and be approved prior to receiving notice to proceed.

Products and Contractors seeking approval must meet all of the following criteria to be approved as Commercially Acceptable:

3.1.1 For a Product to be considered Commercially Proven, the liner manufacturer must be able to show independent third-party testing for the liner proposed and have been in business for over 5 years. The manufacturer must be able to demonstrate to the City's satisfaction of commercial viability. In addition, the contractor must have at least 150,000 linear feet of experience with the same CIPP product or similar CIPP products within the State of Florida.

3.1.2 For a Contractor to be considered as Commercially Proven, Contractor must satisfy all insurance, financial, and bonding requirements of the City and Contractor's staff experience shall meet as a minimum the following requirements.

The proposed Superintendent(s) must have a minimum of three (3) years of CIPP lining supervisory field experience on projects totaling a minimum of 100,000 LF of 8-inch and a minimum of 15,000 feet of 24" or larger diameter CIPP liner installation using the methods and materials proposed for the Work, as documented by verifiable references.

Superintendent(s) resume of projects: Each reference project shall include the pipe dimensions, length of installation, size/type of flow control required to perform the Work, description of the actual work performed including installation method, owner's name, telephone number and contact person, and date of installation. It is required that the Superintendent(s) named are the Superintendent(s) assigned to this project and on site during the entire project construction. All referenced experience shall be for projects completed within the United States or Canada and shall have used the same installation method, CIPP liner and resin combination proposed for this project. References will be checked.

The Contractor is required to always have at least 1 qualified Superintendent on site during the construction activities.

Installation Crew: At least 1 person other than the Superintendent from each of the CIPP installation crews shall have a minimum of 1-year of CIPP experience totaling at least 20,000 lineal feet of 8-inch or greater installed liner. The crew member with listed qualifications must be on the project site during all installation activities and for the entire project construction.

Boiler or UV Curing Technician: Contractor shall provide the name and information for the boiler technician or UV Technician who will perform the actual Work. The boiler technician or UV Curing Technician must have a minimum of 2 projects totaling at least 10,000 lineal feet of CIPP lining in which a similar position was held.

Lateral Cutter Technician: Contractor shall provide the name and information for the technicians who will perform the actual Work. The lateral cutter technician must have a minimum of 2 projects totaling at least 20,000 lineal feet of CIPP lining in which a similar position was held.

CCTV Inspection Crew: Lead CCTV inspectors shall be NASSCO PACP certified to report gravity main liner defects.

The final decision to accept or reject the product, manufacturer, and/or installer lies solely with the City. The named Manufacturer, Field Superintendent, CIPP Lead Installer, Boiler Technician, Lateral Cutter and CCTV Inspector must be employed to perform the Work for the entire duration of the contract, unless changes are specifically authorized by the City.

3.1.3 Sewer rehabilitation products submitted for approval must provide Third Party Test Results supporting the long term performance and structural strength of the product and such data shall be satisfactory to the City. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product shall be approved without independent third party testing verification.

3.2 Documentation for the proposed CIPP Product and Installation Contractor must be submitted with the Bid or immediately upon the City’s request in order for the Bidder’s bid to be evaluated for commercial acceptability. The City will advise of acceptance or rejection before deciding to award the contract to a bidder.

4. MATERIALS

4.1 Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, ASTM F1743, or ASTM F2019 Section 5. The tube shall

be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

4.1.1 The wet out Tube shall have a uniform thickness that when compressed at installation pressures shall meet or exceed the Design thickness.

4.1.2 The Tube shall be sewn to a size that when installed shall tightly fit the internal circumference and length of the host pipe without any wrinkles. Allowance should be made for small amounts of grout slurry used to correct pipe invert defects, and also the circumferential stretching of the liner during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be allowed.

4.1.3 The outside layer of the Tube (before wet out) shall be coated with an impermeable, flexible membrane that shall contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.

4.1.4 The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

4.1.5 The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

4.1.6 Seams in the Tube shall be stronger than the non-seamed felt.

4.1.7 The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

4.2 Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743, or ASTM F2019, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which shall comply with the structural and chemical resistance requirements of this specification.

5. STRUCTURAL REQUIREMENTS

5.1 The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall and a fully deteriorated host pipe with the groundwater depth assumed to be 90% of the soil depth above the crown of the pipe.

5.2 The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) shall be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, shall be verified by this testing. Values in excess of 50% shall not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall

be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.

5.3 The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.

5.4 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples shall be cut from the work. Any reoccurrence may cause rejection of the work. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

5.5 MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite min. per ASTM F1216	Cured Composite (400,000 psi Resin)
Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

5.6 The required structural CIPP wall thickness shall be based on the physical properties in paragraph 5.5, be in accordance with the Design Equations in the appendix of ASTM F 1216 using the following design parameters, and shall meet or exceed the stated minimum cured liner thickness.

Design Safety Factor	= 2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (*as determined by Long-Term tests described in paragraph 5.2*)	= 1% - 50%
Ovality*	= 2%
Enhancement Factor, k	= See Section 5.3
Groundwater Depth (above crown)*	= 90% soil depth
Soil Depth (above crown)*	= Varies
Soil Modulus**	= 1000 psi
Soil Density**	= 120 pcf
Live Load**	= H20 highway
Design Condition (partially or fully deteriorated)***	= fully deteriorated

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.
** Denotes information required only for fully deteriorated design conditions.
*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated. (See ASTM F1216 Appendix) The City shall be sole judge as to pipe conditions and parameters utilized in Design.

Design Parameters:
Factor of Safety = 2.0
DR = Dimension Ratio = Diameter / thickness $\Rightarrow$ t = D / DR
Effective reduction of Ei-modulus to approximate effects of creep = 50 %
Soil Modulus=1,000 psi, assumed highway loads
Ovality % = 100 x (Mean Dia. - Minimum Dia.) / Mean Dia.
* 2% ovality is typically assumed when the host pipe measurements have not been field verified, but may need to be increased based on actual conditions.

5.7 The CIPP liner design shall be based on the pipe condition, depth, ovality, etc. as computed for the existing conditions and as shown, using ASTM F1216 Design Equations.

5.8 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

6. TESTING REQUIREMENTS

6.1 Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

6.2 Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

6.3 CIPP Field Samples - When requested by the City, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 10.1.

7. CONTRACTOR RESPONSIBILITIES PRIOR TO LINER INSTALLATION

7.1 It shall be the responsibility of the Contractor to propose all manhole access points to the City representative for approval before beginning the work, and do so in a manner that will minimize costs to the City and/or minimize impacts to property owners and the public. If a street must be closed to traffic because of the location of the access point, the Contractor shall prepare and submit an acceptable MOT plan to the City Traffic Control Manager for approval before beginning work.

7.2 The Contractor shall obtain a temporary water meter from OUC, in order to obtain water from fire hydrants for cleaning, lining and other work items requiring water.

7.3 The Contractor is responsible to discuss the possibility of lateral Top Hats and/or lateral linings with the City representative before planning the CIPP lining. If CIPP lateral linings are to be installed, they must be done before the installation of the CIPP mainline. If a protruding lateral exists and must be cut flush, or a new lateral or any other type of new lateral connection to the main is to be constructed, then the CIPP lining of the main shall be done after the other work is completed.

7.4 Cleaning of Sewer Lines - The Contractor shall remove all sediment and debris from inside the sewer line that might interfere with the installation of the CIPP. Internal video inspection must be provided to the City for approval, which demonstrates that the existing pipe is properly cleaned and prepared before installation of the CIPP liner. Any excessive groundwater leaks, as determined by the Engineer, shall be sealed with a packer and acrylamide chemical grout injection before installing the CIPP liner.

7.5 Diversion of Wastewater - The Contractor shall provide for the diversion of wastewater around the section or sections of pipe designated to be lined. Bypass pumping of wastewater will be determined,

if necessary, based on the project specifics at the time of work assignment. Certain project tasks can be accomplished by temporarily plugging the pipe for a short period of time to complete final cleaning, video inspection, and lining insertion, with prior approval of the Owner or Engineer. If bypass pumping is necessary, the pump and bypass lines shall be of adequate capacity to handle the flow. The City may require that the bypass pumping plan be submitted for approval.

7.6 Inspection of Pipelines – The Contractor shall perform closed circuit television inspection of pipelines by experienced personnel trained in locating defects, obstacles and service laterals, as well as verifying that the line has been properly cleaned before lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the CIPP, and these locations shall be noted so that these conditions can be corrected. A video recording and suitable log shall be submitted to the City for later reference.

7.7 Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as sediment, solids, debris, roots or a protruding lateral that will prevent the proper installation of the CIPP. If post-cleaning TV inspection reveals an obstruction that cannot be removed by sewer cleaning equipment such as a dropped joint or a pipe collapse, then the City shall make a point repair excavation to repair the pipe before lining.

7.8 Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a sewer must be taken out of service to complete the work, the maximum amount of continuous time without service shall be 8 hours for any property served by the sewer. The Contractor shall be responsible for notifying each affected property owner to inform them of the time period when sewer service will not be available and provide the following information:

A. Written notice to be delivered to each home or business at least one day prior to the beginning of work shall include a local Contractor telephone number that the property owner can call to discuss the work or any potential problems.

B. Personal coordination with any home or business, which cannot be reconnected within the time stated in the written notice.

7.9 The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP, so that they can be quickly restored.

8. INSTALLATION

8.1 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, or ASTM F2019 with the following modifications:

8.1.1 Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used to insure thorough resin saturation throughout the length of the felt tube. The point of vacuum shall be no further than 25 feet from the point of initial resin introduction. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If an alternate method of resin impregnation is used, the method must produce the same uniform results. Any alternate resin impregnation method must be proven and to the satisfaction of the City.

8.1.2 Tube Insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

8.1.3 Curing shall be accomplished by utilizing hot water, steam, or UV Curing technology under pressure in accordance with the manufacturer's recommended cure schedule. While curing with hot water of steam the incoming and outgoing water or steam supply shall be monitored to accurately gauge temperature during the CIPP process. While curing with UV technology the monitoring device must be installed prior to the curing to begin. A monitoring device shall incorporate a tamper proof database that can electronically read and record the temperature of the liner at the pipe wall interface. The monitoring system shall incorporate a sensor array the full length of the liner with sensor spacing designed to ensure accurate readings throughout the entire CIPP liner. The output of this system will produce a data chart/curing log and will be submitted with the final CCTV inspection to the Project Engineer for review and approval.

Temperature monitoring systems with a sensor array along the full length of the liner are required for liners in all sewers 8 inches or larger. This system shall be installed at the invert of pipe and be installed per manufacturer's recommended procedures. Temperature sensors shall be placed between host pipe and liner throughout the reach to record the heating and cooling that takes place on the outside of liner during the entire curing and cool down process. As a minimum, sensors shall be no greater than 10 feet apart for all pipe sizes 8 inches and larger. The monitoring system must be able to read temperature through offsets, bellies, sags, and turns commonly found in gravity pipelines. Where an inordinately efficient heat sink impinges upon the reach, ensure that sensors are positioned adequately to cover the zone.

Prior to liner installation, the monitoring system shall be calibrated by the manufacturer's recommended procedure to ensure uniformity between sensors and instruments. The monitoring system must, at a minimum, meet channel to channel uniformity within +/-1ºF @ 78ºF. Instrument to instrument channel uniformity must be within +/-1.5ºF @ 78ºF.

Curing of the CIPP liner resin system shall be per the resin manufacturer's recommended processing regarding cure temperature range and dwell time at temperature. If any sensor or sensors along the reach indicate that there is a localized issue with respect to achieving proper curing per written installation procedure, Contractor shall address the issue prior to acceptance of the liner. Sensor array's database required in above paragraph shall have an output report that identifies each sensor by its station in reach and shows maximum temperature achieved during processing of CIPP and time sustained at, or above Manufacturer's minimum required curing temperature. The monitoring system must have an integrated GPS coordinate where the readings are occurring during the curing process and be documented in the tamper proof report. The liner temperature shall be recorded until the liner has completed the cool-down process. Vericure™ system, CureView™ system or Equal shall be used to monitor the temperatures during the cure cycle.

8.1.4 The connection between the cured-in-place pipe and the existing manhole shall be sealed to eliminate ground water infiltration into the sanitary sewer system using approved materials.

9. REINSTATEMENT OF LATERAL OR BRANCH CONNECTIONS

9.1 It is the intent of these specifications that all lateral connections be reinstated without excavation, utilizing a remote controlled cutting device, monitored by a video camera. The Contractor shall verify he has a minimum of two complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the authorized City representative, all laterals shall be reinstated. No additional payment shall be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.

9.2 The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each property connected to the main sewer during the execution of the work during this contract. In the event that sewage backup occurs and enters dwellings, the CONTRACTOR shall be responsible for cleanup, repair and property damage costs and claims as associated therewith.

10. INSPECTION

10.1 One CIPP sample for each diameter shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743 or ASTM F 2019, Section 8, using the applicable test method. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.

10.2 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743 for each liner installation. The minimum wall thickness at any point shall not be less than 95% of the design thickness required in paragraph 5.6 of this document.

10.3 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

END OF SECTION

SECTION 13276

CIPP LATERAL PIPE LINING

PART 1 -GENERAL

1.01 SCOPE OF WORK

A. The work covered by this specification section includes the rehabilitation of existing sewer laterals by insertion of a CIPP liner through a cleanout or the main. The process involves the inversion lining of existing sewer laterals with a vinyl-ester or epoxy resin-impregnated fiber liner having an impermeable inner surface. A lateral connection seal shall be required at the main and will be paid for as a separate non-overlapping pay item. The structural lateral liner shall be manufactured in a factory setting prior to its arrival on-site. The resin impregnated liner shall be formed to the host pipe by utilizing water or air pressure. Completed and cured CIPP lateral liner shall be a continuous, tight fitting, watertight pipe-within-a-pipe. The lateral shall be cleaned of debris and roots prior to installation of the liner. Related work items such as grinding laterals protruding inside the main, installing lateral connection seals, water jet or mechanical cleaning, TV inspection, and cleanout installation are separate pay items.

1.02 SYSTEM DESCRIPTION

A. All materials shall be accompanied by test reports certifying that the material conforms to the ASTM listed herein. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the manufacturer.

B. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for the working condition in compliance with the same. The Contractor shall erect signs and other devices as necessary for the safety of the work site.

C. The Contractor shall also perform all of the work in accordance with applicable OSHA standards and applicable confined space entry procedures.

D. The Contractor shall obtain a temporary water meter from OUC, in order to obtain water from a fire hydrant for cleaning, lining and other work items requiring water. The Contractor shall be responsible for all costs including piping, equipment, tanker trucks, water meter and water purchase and the costs shall be included in the linear foot price of the liner.

1.03 REFERENCES

A. American Society for Testing and Material Standards:

1. ASTM F-1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
2. ASTM F-1743 Standard Practice for Rehabilitation of Existing Pipelines

and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

3. ASTM D-638 Test Method for Tensile Properties of Plastics.
4. ASTM D-790 Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

B. National Association of Sewer Service Companies

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and detailed installation instructions for all equipment and products of this section.

B. Shop Drawings: Submit shop drawings for all equipment and materials to be used during rehabilitation lining.

C. Submittals with the manufacturer’s description of the proposed lining methodology shall include information on the liner and resin material intended to be utilized. It shall include detailed instructions regarding curing procedures, including required curing and cooling time.

D. The required liner thickness and design calculations shall be submitted by the Contractor for approval by the Engineer.

E. Copy of the proposed letter to property owners advising them about the proposed work and the necessity of plugging the sewer service lateral for a day shall be submitted to the Engineer for review and approval prior to distribution. The notification letter shall be distributed by the Contractor to the property owners not less than 72 hours prior to implementation.

1.05 CONTRACTOR QUALIFICATIONS / REFERENCES

The Qualifications of the CONTRACTOR shall be submitted for approval by the Engineer. These Qualifications shall include detailed descriptions of the following:

A. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge the information is true and accurate, and that the supervisory personnel submitted will be directly involved with the supervision of this project. Substitutions of personnel will not be allowed without written authorization of the OWNER.

B. CONTRACTOR and specialty technicians shall be certified by the proposed product manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER and approved before beginning work.

C. The CONTRACTOR shall provide the references of previous CIPP projects going back three years including the customer’s contact name and phone number, project name and number, and the number of laterals rehabilitated.

D. To be acceptable, the installer must have had a minimum of three years active experience with CIPP liners.

PART 2 -PRODUCTS

2.01 LINER

A. The liner material shall consist of a coated tubular liner impregnated with a vinyl-ester or epoxy resin. The continuous tubular liner shall conform to ASTM F-1216 or ASTM F-2019. The liner tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation. The cured liner shall equal or exceed the minimum required liner thickness and calculated design CIPP wall thickness.

B. The materials used to construct a full wrap and liner tube must withstand installation pressures, have sufficient strength to bridge missing pieces of pipe and have the flexibility to fit irregular pipe sections. The lateral connection dimensions shall be a 360-degree full wrap in the main with at least 5 inches on either side of the lateral and extend approximately 16 inches into the lateral. The full wrap saddle and liner tube shall conform to the shape of a "Tee" or "Wye" fitting, whichever is appropriate for the lateral being lined.

2.02 RESIN

A. The resin system shall consist of a vinyl-ester or epoxy resin that when cured will conform to ASTM F-l216 or ASTM F-2019 physical properties and chemical resistance requirements. All testing shall be performed by a third party testing laboratory. The cured resin shall be evenly distributed within the tubular liner, conforming to the existing pipe, and bridging and filling joints, gaps and voids. The tubular liner shall not shrink or result in an annular space between the existing pipe and the cured liner. The finished cured in place liner shall be water tight and pass a minimum 3 psi air test for 3 minutes.

B. Resin and tube materials shall be supplied by an approved manufacturer.

2.03 LATERAL MATERIAL TESTING

Cured Liner	Standard	Results (Min.)
Tensile Stress	ASTM D-638	5,200 psi
Flexural Stress	Modified ASTM D-790	11,500 psi
Modulus of Elasticity	Modified ASTM D-790	375,000 psi

2.04 The finished pipe must be such that when the resin cures, the total wall thickness will be a homogeneous and monolithic tubular and resin composite that will be chemically resistant to degradation by exposure to domestic sewage.

2.05 The Contractor shall furnish, prior to use of the lining materials, satisfactory written guarantee of compliance with the manufacturer's standards for all materials and techniques being used in the inversion lining process. The

Contractor shall provide certified test results for approval by the Engineer, from the manufacturer that the material conforms to the applicable requirements and this specification. Material not complying with the requirements shall be rejected.

2.06 The liner thickness for each section of pipe in each size class shall be designed by the Contractor based on the pipe condition and actual field evaluation of site, soil, groundwater and loads, but shall meet or exceed the minimum required thickness.

PART 3 -EXECUTION

3.01 PREPARATION FOR INSTALLATION OF LINER

A. Design Requirements

The following design requirements must be met by the Contractor for his pipe lining material and method of construction:

1. Where this specification does not specifically address the installation method and/or materials, ASTM F-1216 and ASTM F-1743 shall govern.
2. The rehabilitated sewer lateral shall not be susceptible to any H2S corrosion.
3. The liner shall have sufficient structural strength to support all dead loads, live loads, and ground water load imposed with the assumption that the host pipe is considered fully deteriorated.
4. The liner shall provide the least possible thickness or decrease in pipe diameter to meet the strength and other design requirements of this section.
5. The rehabilitated sewer laterals shall have no infiltration. Any infiltration observed after completion of lining shall be repaired and eliminated to the satisfaction of the Engineer at no cost to the Owner.
6. The rehabilitated sewer laterals shall be uniformly round and shall not have any visible ovality in circumference or any other visible defects such as wrinkles, collapsed or pushed in sections. Lined section of pipe shall accommodate standard sewer cleaning equipment for the specific pipe size and shall not collect sewage or create any flow obstruction. Any lined section of pipe which does not meet these requirements shall not be accepted for payment. The Contractor shall repair any defective sections to the satisfaction of the Engineer at no extra cost to the Owner.
7. The liner shall be constructed of a material which, when installed, shall provide a continuous, jointless and structurally sound liner able to withstand all imposed static, dynamic and hydrostatic loads on a long-term basis.

B. Contractor Responsibilities Prior To Liner Installation

1. The Contractor shall distribute a notice to the property owners advising them of the proposed disruption of sewer service at least 48 hours prior to the proposed work.
2. If the Contractor requires an access pit to complete the lateral lining, the

associated cost of the access pit shall be the responsibility of the Contractor and be approved by the Engineer in advance of the work. If a cleanout it is required by the Engineer, it shall be constructed of approved materials and paid for according to the bid price.

3. Prior to lining any designated laterals, it shall be the responsibility of the Contractor to clean the pipe of any deposits, roots and obstructions before lining. A high pressure water jet nozzle shall be used to cut light roots, grease or other obstructions in the pipe. The debris shall be flushed down the lateral pipe to the main pipe and to the downstream manhole for removal. If inspection reveals an obstruction or defect that cannot be removed by conventional cleaning equipment, the Contractor shall notify the Engineer and an alternate cleaning or repair method may be approved.
4. Television inspection by closed circuit television camera shall be performed by certified NASSCO experienced personnel trained in locating breaks, holes, leaking joints, H2S damage, infiltration, and obstacles. The interior of the lateral pipeline shall be carefully video inspected to determine if it is clean and ready for lining. The video recording shall document the location and extent of any structural issues which may prevent proper liner installation and provided to the Engineer for review. Minor structural issues that may impede a successful liner installation shall be corrected and the Contractor shall receive approval from the Engineer prior to lining installation.
5. The installation of a lateral connection seal is required and shall be installed without the need for excavation or demolition of any existing structures. All CIPP lateral lining shall be installed after or in conjunction with the connection seal installation.
6. If a protruding lateral exists and must be cut flush, or a new lateral or any type of new lateral connection to the main is to be constructed, then this work shall be completed before CIPP lining the main.
7. The Contractor shall provide for the control or blocking of flow within the lateral pipe being lined. The Contractor shall maintain all wastewater flow until the lining is totally cured.
8. In the event of active infiltration into the lateral, the Contractor shall eliminate the infiltration for a proper installation of the liner.
9. The Contractor shall not interfere with the employees, suppliers or contractors of the Owner in the performance of any work that they may consider necessary to maintain flow in the gravity sewer system in case of an emergency.

3.02 INSTALLATION OF LINER

A. A resin and catalyst system compatible with the requirements of this method shall be used. The lining materials shall be per the manufacturer's standards to provide the required minimum cured lining thickness.

B. When simultaneously installing the connection seal and lateral lining tube, the material shall be loaded into the delivery system consisting of a bladder/applicator pressure apparatus above ground. A remote positioner with winch attached will position the applicator into place. Air pressure supplied to the apparatus shall be used

to hold the wet-out material in the connection between and including the lateral service pipe and mainline pipe connection. The pressure will be adjusted to be sufficient pressure to cause the liner material to expand completely into the lateral pipe. The termination point may be a pre-determined point beyond the lateral connection fitting to the main, or to the cleanout near the right-of-way line. The Main/Lateral bladder assembly shall extend past all ends of the liner, so that no cutting or grinding shall be required. The full wrap lateral connection portion must first be pressed into the main line sewer pipe, and then the tubular portion inverted into the lateral a minimum of approximately 16 inches.

C. Liner Curing

The liner shall be cured in conformance with the system manufacturer's recommendations. The curing process shall be no more than 3 hours. The initial cure shall be deemed to be completed when inspection of the liner appears to be hard and sound.

D. Cool-Down

The Contractor shall cool the hardened liner in conformance with the system manufacturer's recommendations. Cool-down may be accomplished by the introduction of cool air into the inversion tube if approved by the manufacturer.

E. Finish

The finished lining shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as wrinkles, foreign inclusions, dry spots, pinholes, and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe. The surface shall be smooth and free of waviness throughout the pipe. Infiltration leaks shall not be visible. Any defects which will or could affect the integrity or strength of the lining shall be repaired at the Contractor's expense, as approved by the Engineer.

3.03 TESTING OF THE LINER

A. For every 50 laterals one sample shall be taken and sent to a third party test laboratory for confirmation of short term flexural modules and strength properties in accordance with ASTM F-1216. The cured liner shall equal or exceed the minimum required liner thickness and calculated design CIPP wall thickness.

B. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.

C. Any infiltration leaks must be repaired in conformance with the system manufacturer's recommendations and to the satisfaction of the Engineer at no extra cost to the Owner.

3.04 FINAL INSPECTION

After installation of the liner, the Contractor shall perform a TV inspection in the presence of the Owner's Representative. A lateral launching TV camera shall be used. The finished liner shall be continuous over the entire length of the installation. The

liner shall be free of visual defects, damage, deflection, holes and the like. There shall be no infiltration through or from behind the liner. Any evidence of infiltration shall require repairs performed by the Contractor in conformance with the system manufacturer's recommendations and to the satisfaction of the Engineer at no extra cost to the Owner.

3.05 CLEAN-UP

After installation of the liner, the Contractor shall clean-up the entire project area and restore the work area to the original condition. All excess material and debris shall be disposed of by the Contractor, in accordance with State and Federal laws and regulations.

3.06 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties. The Contractor shall warrant the liner and liner installation for one (1) year from project final completion. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner agreed to by the Owner.

B. If a liner fails to cure, the Contractor shall be required to remove and replace the failed liner or lateral at no additional cost to the Owner. This shall include all materials labor and equipment for excavation, demolition, backfilling, cutting concrete, pipe shoring, temporary pavement, permanent pavement, permits, restoration and other incidental work required to remove and replace the liner or existing lateral at no additional cost to the Owner.

END OF SECTION

SECTION 13277

PREFABRICATED FIBERGLASS (FRP) MANHOLE LINERS

PART 1 GENERAL:

1. SCOPE OF WORK:

   The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of fiberglass manhole liners.

2. QUALITY ASSURANCE:

   Qualifications

   A. The liner manufacturer shall have a minimum of five (5) years experience in manufacture of the specific liner to be used.

   B. The Contractor/Installer shall have a minimum of three (3) years experience with the means and methods of materials utilized and the installation procedures.

3. REGULATORY REQUIREMENTS:

   The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

4. WARRANTY:

   A. Installation: Provide a full labor and materials warranty for a period of twelve (12) months from the date of final completion.

   B. Liner: Manufacturer's standard warranty on the material.

5. SUBMITTALS:

   Submit the Manufacturer's technical literature and recommended installation procedures.

6. REFERENCES:

   This section references American Society for Testing and Materials (ASTM) standard specifications, which are made a part hereof by such reference and shall be the latest edition and revisions thereof.

PART 2 PRODUCTS:

1. GENERAL:

The purpose here is to give a general description of what is required, not to cover all details, which may vary in accordance with exact requirements of the repairs. The intention is to cover the furnishing, delivery, installation and field-testing of all materials, equipment and apparatus. The FRP lined manhole shall include a new approved ring and cover and complete covering of all internal surfaces with a fiberglass liner insert as approved by the Engineer.

2. MATERIALS -PREFABRICATED FIBERGLASS LINER:

A. The materials used for lining manholes shall be engineered to support a standard 16,000 pound vertical dynamic wheel load (H20) when used in conjunction with an integral fiberglass cone section or reinforced precast top slab. Inserts shall comply with ASTM D3753 and D3753-05E1 - Standard Specification for Glass-Fiber Reinforced Polyester Manholes and Wet Wells. The FRP liner shall have minimum pipe stiffness of 2.01 psi when tested per ASTM D3753 latest edition, Section 6.

B. The manhole liner shall meet all requirements of ASTM Specification D3753 for glass fiber reinforced polyester manholes. Inserts shall be single piece barrel and reducer without seams, joints, or sections, comprised of chopped strand and continuous fiber glass reinforcement within isophthalic polyester resin. Materials shall be resistant to corrosive attack from sanitary sewage gases including sulfuric acid and shall satisfy the 100,000 hour criterion in ASTM D 3753. Interior and exterior surfaces shall be relatively smooth and be free of sharp projections and protruding glass fibers. No blisters or delamination shall be visible.

C. The annular void grout shall be standard 6-bag (Type II) Portland cement mix producing a minimum 3,000 psi compressive strength at full cure (28 days).

D. A quick setting, high strength cement grout shall be used for positioning and sealing the liner prior to annular void grouting.

E. An anti-floatation anchor shall be required in accordance with the Manufacturer's recommendation.

3. LINED PRECAST MANHOLE TOP SLAB FOR FLAT TOP MANHOLES ONLY:

A. Concrete shall be 4,000 psi minimum.

B. Reinforcing steel shall be grade 60.

C. Manhole liner top shall be ¼” minimum thickness of fiberglass (same material as manhole liner) cast into the concrete slab with an approved anchoring system.

D. Use an acid proof mortar mix to set and level the manhole frame on the precast top slab. The Contractor shall utilize a mortar approved by the Engineer.

PART 3 EXECUTION:

1. PREPARATION:

Safety -The Contractor shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, Fall Protection Program and Manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with CITY and FDOT standards.

2. MANHOLE LINER INSTALLATION (PREFABRICATED FIBERGLASS):

A. This lining method requires the excavation and removal of the existing manhole frame, chimney, corbel/cone, and other portions as necessary for the proper insertion of a prefabricated fiberglass manhole liner of the diameter shown in the plans.

B. Excavate the area around the existing manhole sufficiently wide and deep enough to facilitate the removal of the manhole frame, chimney, cone and walls as necessary to allow for full depth installation of the manhole liner to the existing base.

C. The bottom of the manhole liner shall be cut to fit the existing manhole bench as closely as possible. Cutouts in the manhole liner shall be made to accommodate existing pipes, drops and cleanouts. The gap between the existing manhole and the new liner wall shall be bridged with short lengths of pipe of the same material as the liner or as shown on the details and approved by the Engineer.

D. The manhole liner shall be lowered into the existing brick or concrete manhole and set into a quick setting grout mixture. A thorough bottom seal shall be obtained in order to prevent loss of grout from the annular space between the outside of the manhole liner and the interior of the old manhole. A 6-inch minimum height of quick setting grout shall be placed above the initial bottom seal in the annular void area between the manhole liner and the existing manhole to ensure adequacy of the bottom seal. The annular void between the manhole liner and the existing brick or concrete manhole shall be filled with a cement grout as approved by the Engineer.

E. Precast manhole top slab shall be completely protected from chemical attack by a 1/4" minimum thickness liner (same material as manhole liner) extending across the entire bottom of the flat slab top, continuing up the chimney and returning onto the top of the flat slab (6"minimum). Liner material shall be cast into the concrete slab with an approved anchoring system and shall be continuous, free of voids and holes. The manhole top slab, frame and cover shall be installed in accordance with the standard detail. The top slab shall be designated to support a standard 16,000 pound vertical dynamic wheel load (AASHTO H20).

F. All manhole surfaces not covered by the liner shall be hand covered with similar compatible material with the FRP Liner. All lamination of fiberglass shall result in equal thickness and strength as the manhole liner and be constructed in accordance with the FRP manhole Manufacturer's recommendations.

G. Contractor may connect pipes to the FRP liner with an appropriate Inserta-Tee fitting or if approved by the Engineer seal the openings around pipes with oakum soaked in sealing gel and completely cover with hand laminated fiberglass or epoxy mortar.

3. BACKFILL:

A. At all points where a lateral pipe has been exposed (such as at service connections or other points where the old pipe must be removed and replaced according to the detail), the lateral pipe and coupling may be encased in cement-stabilized sand or flowable fill if required by the Engineer. Particular care shall be taken to ensure proper compaction of the soil beneath and around the lateral pipe, in order to reduce subsidence and resultant deflection of the lateral connection. Backfill shall be placed and compacted to finished grade per the details and as approved by the Engineer.

4. DISPOSAL OF DEBRIS:

A. Under no circumstances shall sewage or solids be dumped onto pavement or anywhere else resulting in runoff into a storm drainage system or body of water. Contractor shall remove all solids or semi-solids resulting from the work from the site in watertight trucks and shall be transported to a legal disposal site without spillage onto the roadways.

END OF SECTION

SECTION 13278
CHEMICAL GROUTING FOR SEALING LEAKS OR FILLING VOIDS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish and inject plural component chemical (polyurethane, acrylamide, or acrylate) grout to fill voids, seal leaking structures and pipe joints, seal nonstructural wall openings, lift roadway pavement depressions, lift concrete slabs, and correct pavement alignment issues at the locations shown in the Plans or as directed by the Engineer. Furnish all labor, equipment and materials required to inject appropriate grout material. Work may be performed at night or on weekends as deemed necessary by the Owner. Review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the Contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the performance of the work.

1.02 SYSTEM DESCRIPTION

A. All materials shall be accompanied by test reports certifying that the material conforms to the ASTM listed herein. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the manufacturer.

B. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for working conditions in compliance with the same. The Contractor shall be responsible for all MOT devices as necessary for the safety of vehicles, pedestrians and workers at the work site.

C. The Contractor shall also perform all of the work in accordance with applicable OSHA standards and applicable confined space entry procedures.

D. The Contractor shall obtain a temporary water meter from OUC, in order to obtain water from a fire hydrant for work requiring water. The Contractor shall be responsible for all costs including piping, equipment, tanker trucks, water meter and water purchase and the costs shall be included in the unit price pay items.

1.03 REFERENCES

A. American Society for Testing and Material Standards:
   1. ASTM D1621-16 Standard Test Method for Compressive Properties of Rigid Cellular Plastics
   2. ASTM D1622 /D16M-14 Standard Test Method for Apparent Density of Rigid Cellular Plastics
   3. ASTM 2414 Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

B. American Water Works Association Standards

C. American National Standards Institute
D. National Association of Sewer Service Companies

1.04 SUBMITTALS

A. The proposed start date and duration of the project sequence.
B. The type and size of all equipment to be used. Describe the methods to be used to achieve the requirements of this Specification. The materials to be used and anticipated injection rate and quantity.
C. A description of construction methods to be used for site preparation, including the methods for measurement concerning lifting requirements, existing groundwater infiltration, and a pre-construction comparative survey documenting existing road conditions and underground structures.
D. A description of construction methods to be used to perform the injection of the permeation or compaction chemical with a detailed sequence of injection points.
E. Manufacturer's technical data sheet verifying that proposed materials meet all requirements this Specification. This may include the gel time of the permeation chemical of each individual component (resin and activator) of any two-part polymer.
F. Certification for the metering device or the Contractor's plan for measuring the quantity of material injected.
G. Proposed plan to monitor inside subsurface drainage structures during injection and to prevent excessive chemical migration into any existing structures.

1.05 CONTRACTOR QUALIFICATIONS/REFERENCES

A. The onsite superintendent supervising the work described in this Section must have at least three years of verifiable successful experience using the proposed injection method and expertise of all materials specified herein.
B. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion. Prior to the start of the work, submit the Contractor and superintendent qualifications to the Engineer for approval.
C. Manufacturer certification that the proposed installer is approved to install the proposed product(s).
D. Chemical manufacturer shall have been producing the proposed product(s) for a period of not less than 10 (ten) years
E. Verifiable documentation from municipal clients confirming the installer's experience and knowledge of successful *permeation* chemical injections within the last 3 years.
D. Verifiable documentation from municipal clients confirming the installer's experience and knowledge of successful *compaction* chemical injections within the last 3 years.

PART 2 - PRODUCTS

2.01 COMPACTION GROUT (SOIL DENSIFICATION / VOID FILLING)

A. For the purpose of soil densification, filling subsurface voids, lifting pavement, slabs

or structures, a two-component, closed-cell, hydrophobic, high-density polyurethane material must be used. Upon injection, the material results in rapid expansion and curing and must have an apparent overall density of 4.7 pounds per cubic foot to 6.5 pounds per cubic foot, tested in accordance with ASTM D1622 (without conditioning). The material must have a minimum cured compressive strength of 100 psi tested in accordance ASTM D1621.

B. The compaction grout chemical shall not be affected by the presence of excess water. Chemical reaction time shall be 18 seconds or greater and must be at 85% full strength in 15 minutes. If work is performed within a travel lane, it must be safely restored within 60 minutes after the last injection of material.

2.02 PERMEATION GROUT (LEAK SEALING / SOIL STABILIZATION)

A. The product used must be an extremely low viscosity hydrophilic polymer such as polyacrylamide or acrylate as necessary to yield a gel reaction in the presence of water. Polyurethane may also be used, but must be a very low viscosity, hydrophilic material. Sodium silicate shall not be accepted. The proposed grouting material must possess an extremely low viscosity (1-2 centipoise), allowing it to follow infiltrating water for sealing leaks or to deeply penetrate soils for soil stabilization. The permeation grout solution must be able to be adjustable from a few seconds to several hours resulting in the cured grout as a water barrier or soil stabilizer.

B. The permeation grout chemical must have a 7-day minimum compressive strength of 200 psi (with fine sand) as per ASTM C579.

2.03 EQUIPMENT

A. Contractor must provide hydraulic and/or pneumatic injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the Engineer.

B. Contractor must be equipped with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the specified materials. Ensure the equipment properly mixes two component materials when two component materials are injected.

C. Contractor must use equipment capable of drilling the required diameter injection holes through concrete, pavement or other masonry materials without damaging the integrity of the existing structure.

D. Contractor shall be equipped with laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile.

PART 3 - EXECUTION

3.01 PREPARATION FOR INJECTION

A. Compaction Grouting

1. Prepare a pavement and structure profile from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/8 inch of the final planned elevation during the injection operations. Prior to beginning any work, submit a report documenting this inspection and the recorded elevations to the Engineer for approval. Include photographs of the area documenting the location and length of existing cracks. Prior approval of the report will not be required for any emergency or urgent response work.
2. Injection holes must be drilled at an approximate spacing of 3 to 6 feet using an offset grid pattern when possible through the pavement above the area requiring remediation. The exact location, spacing, and hole size shall be selected by the Contractor and approved by the Engineer. The rate and amount of material injected must be determined by the Contractor to obtain proper densification of the base soils to level or lift the slab or pavement to the proper elevation.

B. Permeation Grouting

1. Prior to chemical injection, the Engineer will identify the known locations exhibiting signs of inflow and infiltration within the lateral connections, pipe joints, or buried structure where the Contractor will inject permeation chemicals to seal the leak.
2. Contractor shall determine appropriate hole spacing for injection to successfully seal, stabilize and fill the identified leaks. Test sections may be necessary to determine the best hole spacing depending on soil types and soil / void conditions encountered. Typical spacing will vary between 3 to 6 feet along the length of the pipeline for covering long runs, as compared to just sealing around a leaking joint. In some cases, it may be necessary to install soil pipes or grout needles to transfer grout further out into the soils away from the structure.

3.02 EXECUTION OF CHEMICAL INJECTION

A. Compaction Grouting

1. Inject the polyurethane to the depth shown in the Plans. If not shown in the Plans, select the exact location, spacing, hole size and depth of the injection tubes with the approval of the Engineer. Material must be injected at least one foot below the existing water table. When direct access to voids is available, provide a means to confine the placement and inject the polyurethane directly into the void.
2. When direct access to voids is not available, drill a series of holes sized no larger than required for the injection tube placement at approximately 3 to 6 foot intervals or as determined by the Engineer and or Contractor. When drilling through reinforced concrete, determine the location of existing reinforcing prior to drilling injection holes.
3. Inject the material gradually to avoid excessive force build up. If the movements exceed 1/8 inch beyond the desired profile, take corrective actions to stop the movement and

perform repairs. Immediately notify the Engineer if signs of damage are observed, such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces. Repair any damage to the concrete slab/pavement, adjacent structures, gutters, and shoulders resulting from the injection operations to the satisfaction of the Engineer, and at no cost to the Owner. Allow the polyurethane material to cure before allowing traffic on to approach slabs adjusted by polyurethane injection.

B. Permeation Grouting

1. Engineer and/or Contractor shall determine the amount of grout to be injected into each location to ensure all areas within the work area are fully grouted. Grouting shall be done starting at the lowest point and working from side to side and up vertically. Injection of each location is required even with evidence of grout travel to that hole. The amount of grout to be injected at each hole is to be determined by the Contractor and/or Engineer based on the particular soil and water conditions for the location. Injection pressures will vary depending on soil conditions.
2. In some cases, a secondary pass may be necessary at each location to verify filling of voids and soil. The permeation chemical can be adjusted necessary to permeate soil (or reaction time) contingent upon conditions encountered such as severity of infiltration of the buried infrastructure. This can be done at any time throughout the grouting process on a batch by batch basis.

3.03 MEASUREMENT & PAYMENT

A. Payment for chemical grout shall be based on the actual quantity of material measured in gallons that was injected, as authorized and accepted or approved by the Engineer.

B. Payment for injection ports shall be measured per each based on the actual quantity needed and the pay item price shall include the cost of drilling and patching the hole.

3.04 SAFETY

A. A copy of the Material Safety Data Sheet (MSDS) must be present onsite at all times.

B. Workers must wear protective rubber gloves, full protection safety glasses, chemical goggles or face shield and any other necessary safety precautions as outlined in the product MSDS when handling or pumping grout.

C. All chemicals used onsite including grout and chemicals to clean pumps and equipment shall be non-flammable and completely cleaned up and removed from the work site..

3.05 WARRANTY

A. The chemical grout shall be certified by the manufacturer for the specified material properties and the intended use. The Contractor shall warrant the chemical grout installation for one (1) year from final completion. During the warranty period, any defects which affect the function, integrity or strength of the grout shall be repaired or replaced at the Contractor's expense in a manner agreed to by the Owner.

END OF SECTION

SECTION 13279

CIPP MAIN TO LATERAL CONNECTION SEAL POST-LINING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work specified in this section consists of providing a leak free, structural connection seal installed without excavation at the interface of the mainline and lateral pipelines after the main has been CIPP lined.

1.2 GENERAL

A. The structural connection seal will be accomplished using a fabric tube of a particular length and a polymer resin with physical and chemical properties appropriate for the application. The lateral tube within a translucent inversion bladder is vacuum impregnated with the resin then placed inside a protective carrying device. The mainline liner that is attached to the lateral tube is affixed around a rigid launching device. The launching device and protective carrying device are winched into the existing sewer. When the launching device is properly positioned at the lateral connection, the mainline portion of the liner seal is inflated and the resin saturated tube is inverted up through the lateral pipe using air or water pressure. Once the tube/resin composite is cured, the launching/carrying device is removed. The cured-in-place main to lateral connection seal system shall be “T-Liner”, “InnerCure” or Owner approved equal.

1.3 SUBMITTALS

A. The CONTRACTOR (installer) shall submit shop drawings, samples of materials, and other information to the OWNER for review in accordance with City requirements for submittals. Included shall be design calculations for the work.

1.4 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall be submitted with the submittal. These Qualifications shall include detailed descriptions of the following:

1. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel submitted will be directly involved with the supervision of this project. Substitutions of personnel will not be allowed without written authorization of the OWNER.
2. CONTRACTOR and specialty technicians /installer shall be certified by the proposed product manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER for approval prior to work.
3. The CONTRACTOR shall provide the references of previous projects going back three years including the customer’s contact name and phone number, project name and number, and the number of connection seals installed.
4. The installation crew supervisor shall have a minimum of three years of

experience and 1,000 main to lateral connection seal installations.

PART 2 - PRODUCTS

2.1 GENERAL

A. The finished liner shall be fabricated from material as specified in this section which when cured will be resistant to the corrosive effects of the raw sewage and hydrogen sulfide.

2.2.1 LINER SIZING

A. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

2.3 CONNECTION SEAL MATERIAL

A. The installed liner shall consist of a lateral portion and the mainline portion with one or more layers of flexible needled felt and/or fiberglass material. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The resin will be polyester, vinyl ester or epoxy with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Both the lateral pipe and the main connection shall have a design report documenting the design criteria with fully deteriorated pipe section for the lateral and partially deteriorated for the main relative to the hydrostatic pressures, depth of soil cover, and type of soil. The mainline portion of the connection seal shall be a full-circle, minimum 16-inch long, CIPP liner providing a water-tight connection between the mainline liner and the lateral liner. Installation shall be accomplished remotely from the main using air or water for inversion. The cured connection seal shall be watertight and shall conform to the existing pipe and eliminate any leakage at the lateral to main connection area.

B. The composite of the materials above will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods.

Physical Characteristics	Test Procedure	Minimum Value
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi
Long Term Modulus	Reduction for Creep	50%

Design Considerations	Criteria	
Tube Design	ASTM F 1216	Appendix X1
Hydrostatic Buckling	ASTM F 1216	Appendix X1

The CIPP design for the lateral tube and mainline connection shall assume no bonding to the original host pipe.

2.4 LINER DESIGN

A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth (above pipe invert)*	ft.
Soil Depth (above pipe crown or top of pipe)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition (lateral pipe)	Fully deteriorated
Design Condition (main pipe) Lined Main Pipe	Partially deteriorated
Design Condition (main pipe) Unlined Main	Fully deteriorated
Pipe	
**Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.*	

Note: There are two conditions that require design calculation in accordance with ASTM F1216. 1) Lateral piping. 2) The connection in the main, lined or unlined main.

B. The lining manufacturer shall submit to the OWNER for review complete design calculations for the liner, both main connection and lateral pipe designs, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. A safety factor of 2 shall be applied in the design calculation. The lateral host pipe shall be considered fully deteriorated, the previously lined portion of the main pipe shall be considered partially deteriorated. The liner shall be designed to withstand a live load equivalent to one H-20 passing truck plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in accordance with ASTM F 1216. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing lateral pipe shall not be considered as providing any structural support. If the main pipe has been lined a partially deteriorated condition is to be used for the design of the main. Hydrostatic loads must be considered in three existing pipe conditions 1) mainline design, for previously lined mains and 2) unlined mains as well as 3) the lateral pipe design for unlined pipe. Modulus of soil reaction shall be 700 psi, corresponding to a moderate degree of compaction of bedding and a fine-grained soil as shown in AWWA Manual M45, Fiberglass Pipe Design.

C. Liner shall be neither accepted nor installed until design calculations are acceptable to the OWNER for the pre-existing pipe conditions.

PART 3 - EXECUTION

3.1 CLEANING SEWER LINES

A. Prior to any lining of a pipe, it shall be the responsibility of the CONTRACTOR to remove internal deposits from the pipeline in accordance with City specifications. Both mainline and lateral line shall be properly cleaned before liner installation.

3.2 TELEVISION SURVEY

A. Television survey shall be performed in accordance with City specifications. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video and suitable log in PACP format shall be kept and a copy turned over to the OWNER.

3.3 FLOW BYPASSING

A. The CONTRACTOR, when required, shall provide for the transfer of flow through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability. The flow bypassing shall be done in accordance with City requirements.

3.4 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation in accordance with City requirements to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the OWNER prior to the commencement of the work.

3.5 LINER INSTALLATION

A. The tube is inspected for tears or frayed sections and shall be impregnated with the polymer resin per the manufacturer’s recommendations. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin.

B. The saturated tube along with the inversion bladder will be inserted into the carrying device. The connection liner is affixed on the launching device. The launching/ carrying device is pulled into the pipe using a cable winch. The resin saturated connection seal is completely protected during the pull and no resin shall be lost by contact with manhole walls or the pipe during the pull. The mainline liner shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

C. The installer shall document the placement of the liner by internal video inspection with a camera being inserted from the cleanout, if one is available.

D. The connection seal is expanded against the mainline pipe and lateral tube is inverted out of the launcher/carrying device by controlled air or water pressure. The installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair, if a cleanout is available. The connection seal and the lateral tube portion are held tightly in place against the wall of the host pipe by controlled pressure until the cure is complete.

E. When the curing process is complete, the pressure will be released. The inversion bladder and launching device shall be removed from the host pipe with the winch. No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, should ever be left in the host pipe. Any materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the installer.

3.6 ACCEPTANCE AND TESTING

A. The finished connection seal shall be one piece and shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner at the connection.

B. A camera shall be inserted into the lateral pipe via a clean-out (if available) upstream of the upper most portion of the cured in-place lateral liner. The camera is then moved through the lateral pipe until it traverses the entire lined section of the lateral and mainline connection. If any deficiencies are found, the OWNER at its option may require the CONTRACTOR to correct the defect at no additional cost to the OWNER. Any corrective measures shall follow the manufacturer’s recommendations and be pre-approved by the Owner.

C. Verification of a properly installed lateral lining connection shall require a jetting test in accordance with the following specifications. Testing shall be conducted after the connection has cured in accordance with manufacturer’s specifications and before the final video inspection is performed. Testing shall consist of inserting a high velocity, hydraulic cleaning type, 360-degree spinning nozzle and CCTV camera in the mainline pipe and positioning the nozzle at the connection. The water from the nozzle shall be directed downstream for a minimum of one minute at the upstream edge of the connection in the mainline at a minimum pressure of 1500 psi and a minimum flow rate of 65 gpm. The cost for the test shall be included in the connection liner installation cost and no separate payment shall be made.

3.7 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and restore the work area to equal or better condition as existed before the work. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

3.8 Warranty

A. The liner shall be certified by the manufacturer for specified material properties. The Contractor shall warrant the liner and liner installation for one (1) year from final completion. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner agreed to by the Owner.

B. If a liner fails to cure, the Contractor shall be required to remove and replace the failed liner or lateral at no additional cost. This shall include all materials labor and equipment for excavation, demolition, backfilling, cutting concrete, pipe shoring, temporary pavement, permanent pavement, permits, restoration and other incidental work required to remove and replace the liner or existing lateral at no additional cost to the Owner.

END OF SECTION

SECTION 13280

CIP MAIN TO LATERAL CONNECTION SEAL PRE-LINING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work specified in this section consists of providing a leak free, structural connection seal installed without excavation at the interface of the mainline and lateral pipelines before the main has been CIP lined.

1.2 GENERAL

A. The structural connection seal will be accomplished using a fabric tube of a particular length and a polymer resin with physical and chemical properties appropriate for the application. The lateral tube within a translucent inversion bladder is vacuum impregnated with the resin then placed inside a protective carrying device. The mainline liner that is attached to the lateral tube is affixed around a rigid launching device. The launching device and protective carrying device are winched into the existing sewer. When the launching device is properly positioned at the lateral connection, the mainline portion of the liner seal is inflated and the resin saturated tube is inverted up through the lateral pipe using air or water pressure. Once the tube/resin composite is cured, the launching/carrying device is removed. The cured-in-place main to lateral connection seal system shall be “InnerCure”, “Cosmic” or Owner approved equal.

1.3 SUBMITTALS

A. The CONTRACTOR (installer) shall submit shop drawings, samples of materials, and other information to the OWNER for review in accordance with City requirements for submittals. Included, shall be design calculations for the work.

1.4 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall be submitted with the submittal. These Qualifications shall include detailed descriptions of the following:

1. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge the information is true and accurate, and that the supervisory personnel submitted will be directly involved with the supervision of this project. Substitutions of personnel will not be allowed without written authorization by the OWNER.
2. CONTRACTOR and specialty technicians / installer shall be certified by the proposed product manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER for approval prior to work.
3. The CONTRACTOR shall provide the references of previous projects going back three years including the customer’s contact name and phone number, project name and number, and the number of connection seals installed.
4. The installation crew supervisor shall have a minimum of three years of experience and 1,000 main to lateral connection seal installations.

PART 2 - PRODUCTS

2.1 GENERAL

A. The finished liner shall be fabricated from material as specified in this section which when cured will be resistant to the corrosive effects of the raw sewage and hydrogen sulfide.

2.2.1 LINER SIZING

A. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

2.3 CONNECTION SEAL MATERIAL

A. The installed liner shall consist of a lateral portion and the mainline portion with one or more layers of flexible needled felt and/or fiberglass material. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The resin will be polyester, vinyl ester or epoxy with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Both the lateral pipe and the main connection shall have a design report documenting the design criteria with fully deteriorated pipe section for the lateral and partially deteriorated for the main relative to the hydrostatic pressures, depth of soil cover, and type of soil. The mainline portion of the connection seal shall be a full-circle, minimum 16-inch long, uncoated CIP liner providing a water-tight connection between the mainline liner and the lateral liner. The uncoated connection liner material shall have the ability to bond with the liner installed in the main and shall have a protective ring to protect the installed connection seal from damage when reinstating the lateral after installation of the liner in the main. Installation will be accomplished remotely from the main using air or water for inversion. The cured connection seal shall be watertight and shall conform to the existing pipe and eliminate any leakage at the lateral to main connection area.

B. The composite of materials above will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods.

Physical Characteristics	Test Procedure	Minimum Value
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi
Long Term Modulus	Reduction for Creep	50%

Design Considerations	Criteria	
Tube Design	ASTM F 1216	Appendix X1
Hydrostatic Buckling	ASTM F 1216	Appendix X1

The CIPP design for the lateral tube and mainline connection shall assume no bonding to the original host pipe.

2.4 LINER DESIGN

A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth = Pipe Depth (above invert)*	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition (lateral pipe)	Fully deteriorated
Design Condition (main pipe) Lined Main Pipe	Partially deteriorated
Design Condition (main pipe) Unlined Main	Fully deteriorated
Pipe	
**Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.*	

Note: There are two conditions that require design calculation in accordance with ASTM F1216. 1) Lateral piping. 2) The connection in the main, lined or unlined main.

B. The lining manufacturer shall submit to the OWNER for review complete design calculations for the liner, both main connection and lateral pipe designs, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. A safety factor of 2 shall be applied in the design calculation. The lateral host pipe shall be considered fully deteriorated, the previously lined portion of the main pipe shall be considered partially deteriorated. The liner shall be designed to withstand a live load equivalent to one H-20 passing truck plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in accordance with ASTM F 1216. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing lateral pipe shall not be considered as providing any structural support. If the main pipe has been lined a partially deteriorated condition is to be used for the design of the main. Hydrostatic loads must be considered in three existing pipe conditions 1) mainline design, for previously lined mains and 2) unlined mains as well as 3) the lateral pipe design for unlined pipe. Modulus of soil reaction shall be 700 psi, corresponding to a moderate degree of compaction of bedding and a fine-grained soil as shown in AWWA Manual M45, Fiberglass Pipe Design.

C. Liner shall be neither accepted nor installed until design calculations are acceptable to the OWNER for the pre-existing pipe conditions.

PART 3 - EXECUTION

3.1 CLEANING SEWER LINES

A. Prior to any lining of a pipe, it shall be the responsibility of the CONTRACTOR to remove internal deposits from the pipeline in accordance with City specifications. Both mainline and lateral line shall be properly cleaned before liner installation.

3.2 TELEVISION SURVEY

A. Television survey shall be performed in accordance with City specifications. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video and suitable log in PACP format shall be kept and a copy turned over to the OWNER.

3.3 FLOW BYPASSING

A. The CONTRACTOR, when required, shall provide for the transfer of flow through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability. The flow bypassing shall be done in accordance with City requirements.

3.4 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation in accordance with City requirements to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the OWNER prior to the commencement of the work.

3.5 LINER INSTALLATION

A. The material shall be inspected for tears or frayed sections and shall be impregnated with the polymer resin per the manufacturer’s recommendations. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin.

B. The saturated tube along with the inversion bladder will be inserted into the carrying device. The connection liner is affixed on the launching device. The launching/ carrying device is pulled into the pipe using a cable winch. The resin saturated connection seal is completely protected during the pull and no resin shall be lost by contact with manhole walls or the pipe during the pull. The mainline liner shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

C. The installer shall document the placement of the liner by internal video inspection with a camera being inserted from the cleanout, if one is available.

D. The connection seal is expanded against the mainline pipe and lateral tube is inverted out of the launcher/carrying device by controlled air or water pressure. The installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair, if a cleanout is available. The connection seal and the lateral tube portion are held tightly in place against the wall of the host pipe by controlled pressure until the cure is complete.

E. When the curing process is complete, the pressure will be released. The inversion bladder and launching device shall be removed from the host pipe with the winch. No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, should ever be left in the host pipe. Any materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the installer.

3.6 ACCEPTANCE AND TESTING

A. The finished connection seal shall be one piece and shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner at the connection.

B. A camera shall be inserted into the lateral pipe via a clean-out (if available) upstream of the upper most portion of the cured in-place lateral liner. The camera is then moved through the lateral pipe until it traverses the entire lined section of the lateral and mainline connection. If any deficiencies are found, the OWNER at its option may require the CONTRACTOR to correct the defect at no additional cost to the OWNER. Any corrective measures shall follow the manufacturer’s recommendations and be pre-approved by the Owner.

C. Verification of a properly installed lateral lining connection shall require a jetting test in accordance with the following specifications. Testing shall be conducted after the connection has cured in accordance with manufacturer’s specifications and before the final video inspection is performed. Testing shall consist of inserting a high velocity, hydraulic cleaning type, 360-degree spinning nozzle and CCTV camera in the mainline pipe and positioning the nozzle at the connection. The water from the nozzle shall be directed downstream for a minimum of one minute at the upstream edge of the connection in the mainline at a minimum pressure of 1500 psi and a minimum flow rate of 65 gpm. The cost for the test shall be included in the connection liner installation cost and no separate payment shall be made.

3.7 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and restore the work area to equal or better condition as existed before the work. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

3.8 Warranty

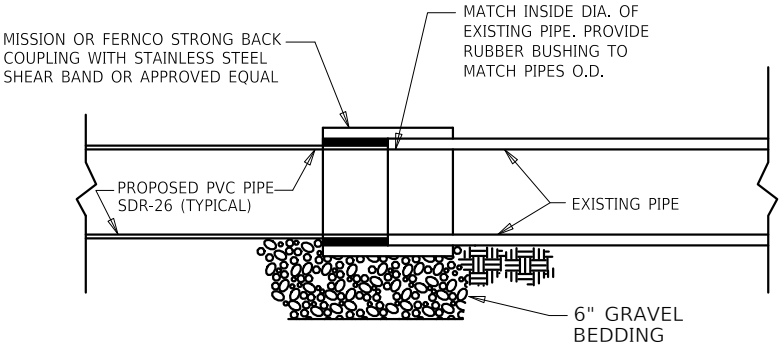
A. The liner shall be certified by the manufacturer for specified material properties. The Contractor shall warrant the liner and liner installation for one (1) year from final completion. During the warranty period, any defects which affect the integrity or

strength of the pipe shall be repaired at the Contractor's expense in a manner agreed to by the Owner.

B. If a liner fails to cure, the Contractor shall be required to remove and replace the failed liner or lateral at no additional cost. This shall include all materials labor and equipment for excavation, demolition, backfilling, cutting concrete, pipe shoring, temporary pavement, permanent pavement, permits, restoration and other incidental work required to remove and replace the liner or existing lateral at no additional cost to the Owner.

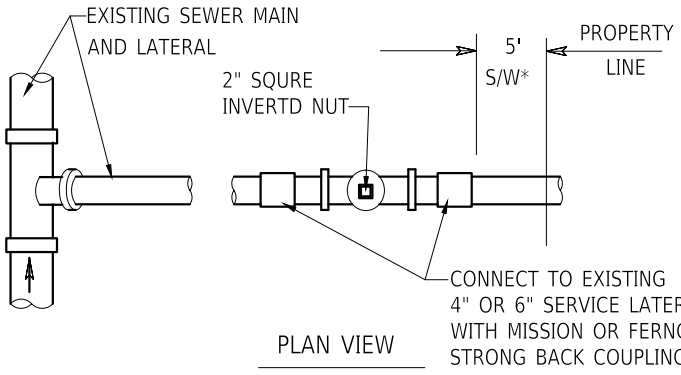
END OF SECTION

NOTES:
1. PROPOSED CLEANOUTS SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE R/W OR STREET SIDE OF THE SIDEWALK WITHOUT UNDERMINING IT, OR IN A LOCATION AS FAR AS POSSIBLE FROM THE ROAD AND WILL ALLOW FUTURE CONSTRUCTION OF THE SIDEWALK WITHOUT THE CLEANOUT BEING IN THE CONCRETE.
2. CLEANOUTS SHALL BE CONSTRUCTED BY INSTALLING A TEE AND COUPLINGS IN THE EXISTING LATERAL. TWO-WAY CLEANOUTS ARE REQUIRED. NO WYE CONNECTIONS WILL BE ALLOWED. MATERIAL SHALL BE SDR-26 PVC.
3. LATERAL CONNECTIONS OF DISSIMILAR MATERIALS SHALL BE CONNECTED UTILIZING TRANSITION ADAPTERS. TRANSITION GASKETS AND APPROVED MISSION OR FERNCO COUPLINGS WITH A STAINLESS STEEL STIFFNER BAND.
4. LATERAL CONNECTIONS TO EXISTING PVC LATERALS MAY USE PVC COUPLINGS.
5. CLEANOUT CAPS LOCATED IN DRIVEWAYS AND OTHER PAVED AREAS SHALL HAVE A CAST-IN-PLACE VALVE BOX WITH METAL COVER STAMPED WITH THE WORD "SANITARY" AND/OR "SEWER", ALL OTHERS SHALL BE PVC WITH AN INVERTED HEX-NUT CAP.
6. THERE SHALL BE NO DETECTABLE LEVEL OF INFILTRATION OR EXFILTRATION FROM THE SANITARY SYSTEM AT THE TIME OF INSPECTION. ANY EVIDENCE OF LEAKAGE MUST BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY.
7. ALL LATERALS SHALL BE MARKED AT CURB AND SIDEWALK WITH AN "X".

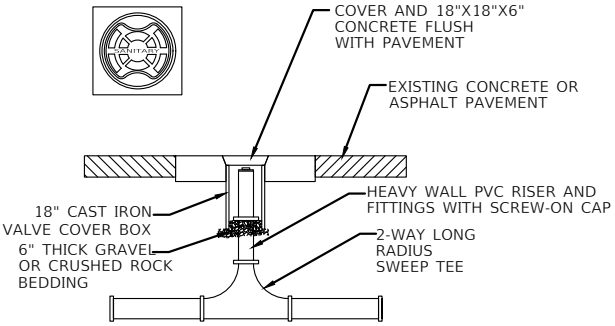


TRANSITION COUPLING DETAIL
N.T.S.

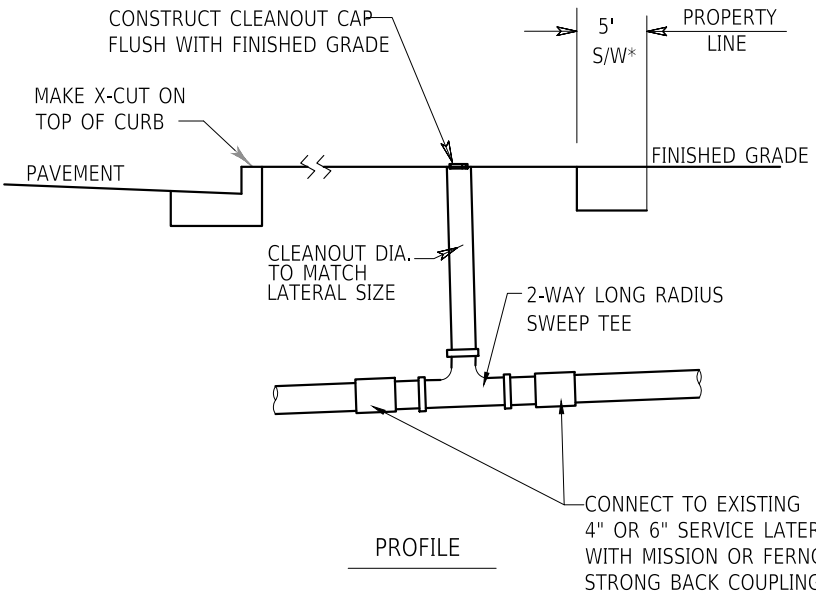
* EXISTING OR FUTURE S/W; CLEANOUT LOCATION MAY VARY BASED ON SITE CONDITIONS AND ENGINEER"S DIRECTION.



PLAN VIEW



TRAFFIC BEARING CLEANOUT
N.T.S

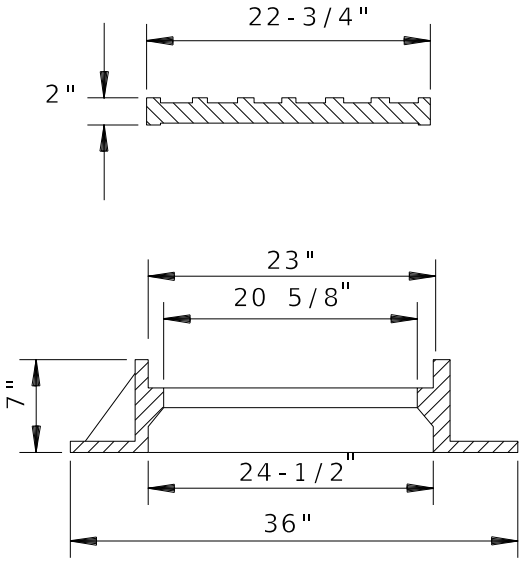


PROFILE

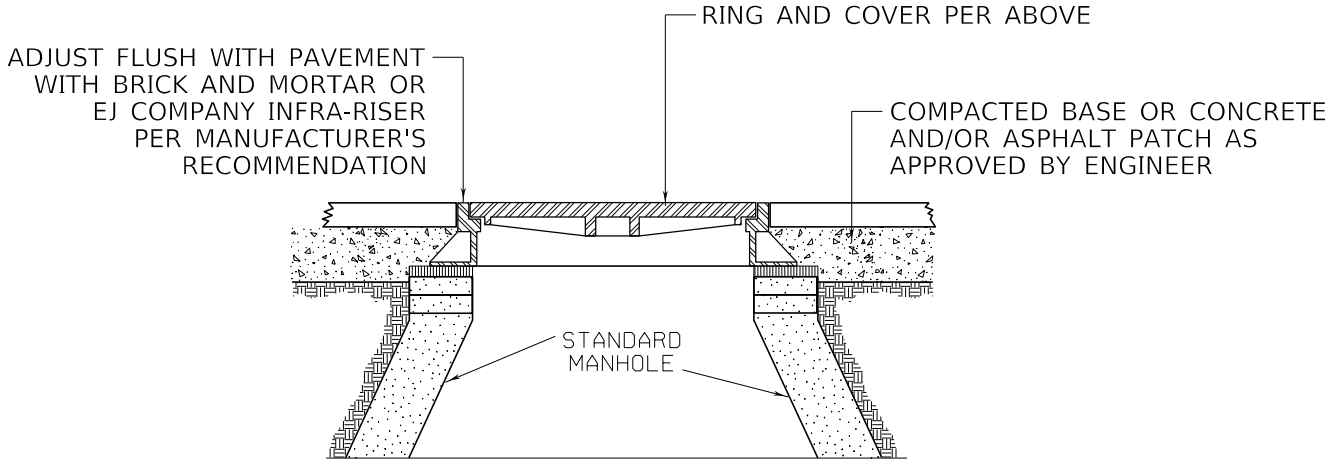
CLEANOUT DETAIL
N.T.S.

NOTE:
US FOUNDRY MODEL 420 MANHOLE RING AND JT COVER WITH CITY LOGO FOR SANITARY MH OR APPROVED EQUAL FROM EJ COMPANY

COVER

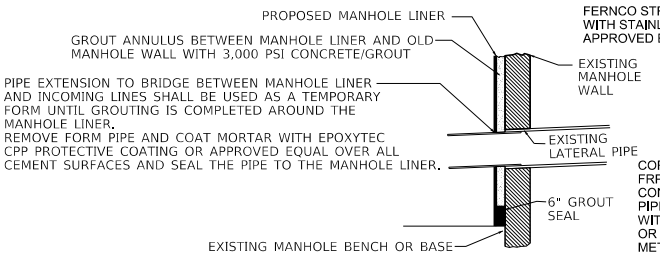


FRAME

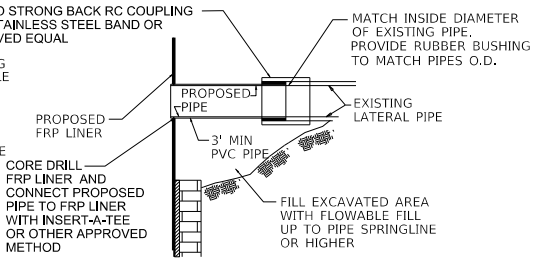


MANHOLE FRAME AND COVER

N.T.S.

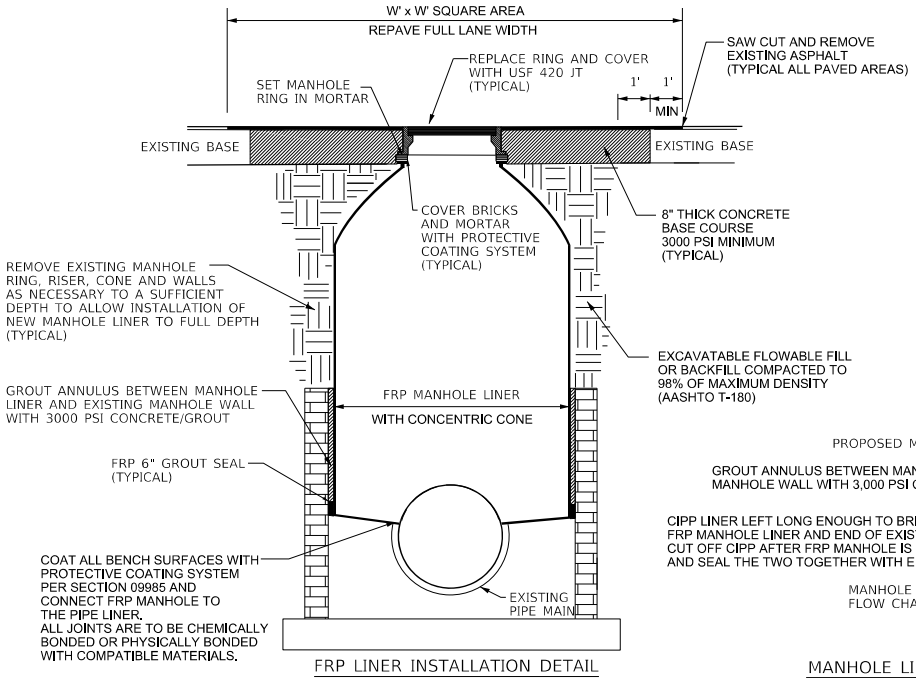


INTERNAL PIPE CONNECTION WITHIN EXISTING MANHOLE BASE

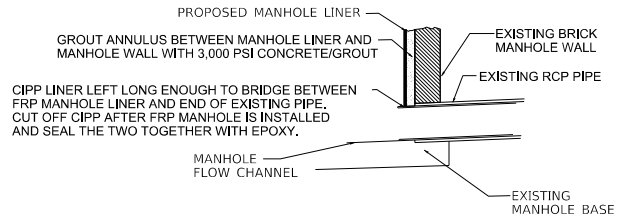


EXTERNAL PIPE CONNECTION ABOVE EXISTING MANHOLE BASE

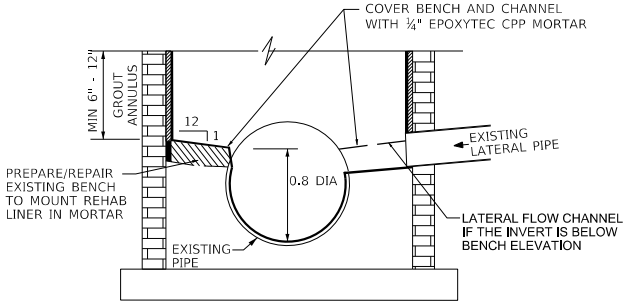
NOTES:
1. THE ROADWAY PAVEMENT SHALL BE SAW-CUT PRIOR TO REMOVAL OF THE MANHOLE TOP AND PAVEMENT RESTORED FOR FULL LANE WIDTH SQUARE AREA.
2. CONTRACTOR SHALL REMOVE AS MUCH OF THE EXISTING STRUCTURE AS REQUIRED FOR PROPER INSERTION OF THE MAXIMUM SIZE MANHOLE LINER.
3. THE WALLS, BENCHES AND INVERTS OF THE MANHOLE SHALL BE THOROUGHLY CLEANED AND ALL PROTRUSIONS REMOVED WITHOUT DAMAGING WALLS STRUCTURAL INTEGRITY.
4. PROVIDE A LEVEL BENCH SHELF AND/OR EXTENDED BASE AS REQUIRED FOR PROPER SETTING AND SEALING OF MANHOLE LINER.
5. ALL PIPE OPENINGS ON LINER SHALL BE CUT TO FIT EXISTING PIPE CONNECTIONS AS CLOSELY AS POSSIBLE AND PROVIDE PROPER LINER SUPPORT.
6. THE LINER SHALL BE A ONE-PIECE FRP SYSTEM WITH CONE TOP, DESIGNED TO WITHSTAND ALL EXTERNAL LOADS, INCLUDING H20 TRAFFIC.
7. THE CONTRACTOR AND ENGINEER SHALL FIELD VERIFY THE MANHOLE SIZE AND DEPTH BEFORE THE FABRICATION OR PURCHASE OF THE LINER.
8. ALL EXPOSED INTERIOR SURFACES NOT COVERED BY MANHOLE LINER SHALL BE EPOXY COATED TO PROVIDE 100% PROTECTIVE COATING COVERAGE AS APPROVED BY ENGINEER..
9. CONTRACTOR TO PROVIDE FLOW MAINTENANCE AS NEEDED FOR PROPERLY COMPLETING LINER AND BENCH WORK.
10. A CITY REPRESENTATIVE SHALL BE PRESENT DURING MANHOLE LINER INSTALLATION TO WITNESS THE INSTALLATION AS PER MANUFACTURER'S RECOMMENDATIONS.
12. THE CONTRACTOR SHALL PROVIDE A WRITTEN, UNCONDITIONAL, FIVE YEAR, NON-PRORATED WARRANTY OF THE COMPLETED FIBERGLASS (FRP) MANHOLE.



FRP LINER INSTALLATION DETAIL



MANHOLE LINER/CIPP LINED PIPE CONNECTION DETAIL



NOTE:
CONTRACTOR SHALL FORM FLOW CHANNEL AND BENCHES BEFORE PIPE LINER REACHES THE MANHOLE
COVER CHANNEL AND BENCHES WITH EPOXYTEC CPP MORTAR
CONNECT LATERAL PIPES TO FRP LINER WITH HAND LAMINATED FIBERGLASS OR OTHER APPROVED METHOD

BENCH RECONSTRUCTION DETAIL

SPECIAL CONDITION CLAUSES

Bid Security:
Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Calculated Total For All Groups 1 through 4 (Items 1-135) in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the Calculated Total For All Groups 1 through 4 (Items 1-135) of the forfeited bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

Payment of Subcontractors
Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid**.**

Periodic and Final Cleaning
The Contractor shall:

A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;

B. Provide on-site container for the collection of waste materials, debris, and rubbish;

C. Dispose of waste materials, debris, and rubbish from the Owner's property;

D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;

   A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Performance Bond and Payment Bond
In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a

building or public works project. The City reserves the right to waive the requirement at any time for any project assigment of $200,000.00 or less.

Accordingly, if the amount on the project assigment by the awarded bidder exceeds $200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's project assigment or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any project assigment resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded project assigment amount is less than $200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities, the value of the project assignment exceeds $200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their project assigment. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of the request for the bond. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

Project Assigments

The quantities for the items listed in this solicitation are for evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that

the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

GENERAL CONDITIONS
Bidder should read and follow the following instructions.

1. **EXECUTION OF BID**: Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.

2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.

3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.

4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.

5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

   a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

   b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

   c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.

   d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

   e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

   f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.

   g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.

7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.

8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.

9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).

10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS

1. RECEIPT OF BIDS:

a. Bids shall be submitted electronically via vendorlink to the Procurement and Contracts Division prior to the date and time specified herein**.** Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal. Bids under draft status will not be considered.

b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.

c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the City's Chief Procurement Officer (CPO), at the address listed below. Bids submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

d. All bids shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed bids are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.

b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, CPP, Senior Purchasing Agent,
silvia.coste@orlando.gov
City of Orlando
Procurement and Contracts Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: http://www.cityoforlando.net/procurement/

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted electronically via vendorlink the bid form(s) provided herein. All bids shall be properly executed. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at https://vendorlink.cityoforlando.net or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division by the time set on this solicitation.

b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

   Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder’s responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

Sealed bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total unit items amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

18. UNBALANCED BIDS:

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

19. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

20. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

21. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

a. The ability, capacity and skill of the bidder to perform the service required.

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

d. The quality of performance of previous contracts or services.

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or

provide the service.

g. The quality, availability and adaptability of the supplies, or services, to the particular use required.

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

j. Such other information as may be relevent or secured.

22. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

23. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

24. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

25. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

26. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

27. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

28. CONTRACT SALES REPORT

The Contractor shall report sales and usage data to the City on an annual basis in Excel spreadsheet format. The following data at a minimum must be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

29. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed

work, shall in no way relieve it from any obligations with respect to its bid.

30. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

31. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

32. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

33. APPLICABLE LAW AND APPEALS:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

34. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The

Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

35. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by

the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

36. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

37. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

38. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

39. INSURANCE:

a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be

the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.

d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liabililty to the insurance carrier for payment of premium for these policies.

e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate

officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and Property damage	$1,000,000 combined single limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and Property damage	$1,000,000 combined single limit each occurrence

40. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

41. AUTHORITY:

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

42. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to

provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

43. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice
   For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

   a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

   b. the amount due, applicable discount(s), and the terms thereof;

   c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

   d. the Purchase Order or contract number as supplied by the City; and

   e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

   All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

   Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution
   In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other

in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

44. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

45. EQUIPMENT:

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. TERMINATION FOR CONVENIENCE:

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

47. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

48. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

49. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and

payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

50. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

51. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

52. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

53. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

54. GOVERNING LAW / VENUE:

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

55. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

56. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply

with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed $100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

57. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

58. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

59. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

60. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

61. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

62. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of

the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

63. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

64. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

65. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

66. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

67. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may

comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

68. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

69. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

70. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

****

FORMS AND SUBMITTAL DOCUMENTS

ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

This Solicitation uses an Electronic Bid Price Form. You may download the Microsoft Excel spreadsheet from VendorLink, or you may receive a disc from the Procurement and Contracts Division at no cost to you.

Complete the Electronic Bid Price Form using Microsoft Excel. Insert your **Vendor Name, City, State and Zip** in the fields located at the top of the form (in yellow). The Electronic Bid Price Form has been designed to allow the vendor to insert data into the appropriate unlocked fields. These fields are labeled Part No., Manufacturer, and Firm Unit Price. For convenience, the Electronic Bid Price Form will automatically calculate and total. If you are submitting a "no bid" item or have an item that is "no charge" to the City, put a **zero (0)** in that field. Do not put "no bid", "no charge" or N/A in that field.

Once complete, "save as" in Excel format, the Electronic Bid Price Form in a flash drive (that you provide). (**Do not save as a pdf document.**) **Return Electronic Bid Price Form and one (1) hard copy in original format of your completed Bid Price Form together with your completed Invitation for Bids submittal** in a sealed envelope, by the due date and time specified herein. Again, ensure your **Vendor Name, City, State and Zip** are included on both the Microsoft Excel spreadsheet and on the front of the envelope that you submit to the City. Be sure to save a copy for yourself as well.

If you need further assistance in obtaining the Electronic Bid Price Form, you may contact the Procurement and Contracts Division at (407) 246-2291 and we would be more than happy to assist you.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___)_____
TELEPHONE NUMBER

(_____)_____
FAX NUMBER

_____
E-MAIL ADDRESS

State of _____
County of _____

Sworn to (or affirmed) and subscribed before me
this ___ day of _____, 2022, by
_____,

_____
Signature of Notary

Notary Public, State of _____

Personally Known
-OR-
Produced Identification _____

Type:_____

Company Tax ID # _____
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

_____

_____

_____

_____

_____

_____

_____

_____

Acknowledged by:

_____

Firm Name:

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type):

_____

Date:

_____

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB22-0161 SANITARY SEWER LINING AND MANHOLE REHABILITATION:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
NAME OF BUSINESS

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

PHONE: (_____)_____

FAX: (_____)_____

E-MAIL: _____

State of _____
County of _____

Sworn to (or affirmed) and subscribed before me this ___ day of _____, 20___, by _____,

_____
Signature of Notary

Notary Public, State of _____

Personally Known (circle if applicable)

-OR-

Produced Identification :_____

Type of Identification**:**_____

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: _____ Secondary Supplier: _____

This contract is for: All Item Numbers: _____ or Item Numbers:_____

INITIAL CONTRACT TERM: _____ to _____

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: _____, 2022

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____
Assistant City Attorney
ORLANDO, FLORIDA

Date: _____, 2022

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:**_____
   Address of Principal Place of Business:_____
   _____
   City/State/Zip:_____
   Phone:_____ Fax:_____
   Name of primary Contact :_____ Email:_____

2. **TYPE OF ORGANIZATION:**

   _____ Sole Proprietorship _____ Partnership _____ Non-Profit
   _____ Joint Venture _____ Corporation _____ Other: _____

   State of Formation: _____ Federal ID # _____DUNS # _____
   (The City only requires a Federal Tax ID Number, not a Social Security number.

3. **EMERGENCY CONTACT PERSON:**_____
   Phone:_____ Fax:_____ Cell:_____

4. **INSURANCE COMPANY NAME:** _____
   Agent Contact:_____ Phone:_____

5. **EXPERIENCE:**
   A. Years in business:_____
   B. Years in business under this name:_____
   C. Years performing this type of work:_____

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

   Name of subcontractors to be utilized and type of work:

Name	**Type of Work**	**M/WBE City Certified? (Y or N)**	**VBE Certified? (Y or N)**

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center:_____

B. Address of local service center:_____

_____

C. County local service center is located in:_____

D. Contact: _____Telephone number:_____

8. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: _____%
B. Is your product packaged/shipped in material containing recycled content? Yes _____ No _____
C. Is your product recyclable after it has reached its intended end use? Yes _____ No _____

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name:_____
Address:_____
Telephone No.::_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #2:

Name:_____
Address:_____
Telephone No.::_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #3:

Name:_____
Address:_____
Telephone No.::_____ Fax No.:_____
Contact:_____
E-mail:_____

Reference #4:

Name:_____
Address:_____
Telephone No.::_____ Fax No.:_____
Contact:_____
E-mail:_____

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB22-0161 **DATE SUBMITTED:** _____

SOLICITATION TITLE: SANITARY SEWER LINING AND MANHOLE REHABILITATION.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

_____
Company

_____
Signature

_____
Title

"NO BID" RESPONSE
TO
INVITATON FOR BIDS

Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

We have received Invitation for Bids No. **IFB22-0161, Sanitary Sewer Lining and Manhole Rehabilitation** opening at **2:00 p.m., Local Time, City of Orlando, FL,** on **March 31, 2022.**

Reason for not bidding:_____

_____

_____

_____

BY: _____
Signature

_____
Name & Title, Typed or Printed

_____
Company Name

ATTACHMENT "A"

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. INTRODUCTION

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below.

2. CONTRACTOR'S INSURANCE

2.1 General Liability Insurance.

Bodily injury coverage shall be for not less than $1,000,000 for each occurrence and not less than $1,000,000 aggregate.

Property damage coverage shall be for not less than $500,000 each occurrence and $500,000 aggregate.

Personal injury coverage shall be for not less than $1,000,000 aggregate.

or

Bodily injury, personal injury, and property damage coverage shall be in a combined single limit of not less than $1,000,000 each occurrence and $1,000,000 aggregate.

2.2 Automobile Liability.

Bodily injury coverage shall be for not less than $1,000,000 for each person and not less than $1,000,000 for each accident, per each occurrence.

Property damage coverage shall be for not less than $500,000 for each occurrence.

or

Bodily injury and property damage coverage shall be in a combined single limit of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

2.3 Employer's Liability Insurance.

Bodily Injury coverage by accident shall be for not less than $100,000 for each employee and $100,000 for each accident.

Bodily Injury coverage by Disease shall be for not less than $100,000 for each employee and $100,000 for each aggregate disease.

2.4 Health Care Insurance.

For CONTRACTOR choosing to satisfy the health benefits requirement of the Responsible Contractor Policy through a bona fide health benefits program, said CONTRACTOR shall comply with the following requirements:

A. Offer a group health plan that complies with the minimum requirements of the Health Insurance Portability Act (P.L. 104-191); and

B. Include minimum benefits as follows:

Type of Benefit	Minimum Benefit Acceptable to CITY
Annual Deductible	Net $2,000 in Network per year (i.e., Deductible could be $2,500 with CONTRACTOR contribution of $500)
Medical	80% in Network co-insurance or the following maximum co-payments: $25 Primary Care Physician Office Visit; $60 Specialist Office Visit; $200 Emergency Room; $900 in-patient facility; $300 out-patient facility
Mental Health/ Substance Abuse	80% in Network co-insurance or the following maximum co-payments: $30 per Office Visit; $300 per day in-patient facility
Prescriptions	60% co-insurance or the following maximum co-payments: $15 generic; $50 preferred; $80 non-preferred
Premium Payment	50% of monthly Employee-Only premium paid by CONTRACTOR

3. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

Notice of Minority Business Enterprise Requirement

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

Part I:
Goals for Minority Business Enterprise Program

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, the term "minority business" is defined as a

business firm which is at least 51% owned and controlled by minority group members and which has been officially certified by the CITY as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Black, Hispanic, American Indians, Alaskan Natives, Asian , and Pacific Islanders. As used in this Contract, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses: (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the **CITY's** designated B2G Now electronic payment reporting system and LCP Tracker to report certified payroll information. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

Part II.
Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

(a) of specific work the Contractor intends to subcontract;

(b) that their interest in the Contract is being solicited; and

(c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

Part III.
Specific Good Faith Efforts for Minority and Female Employment

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;

2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;

3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;

4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;

5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the

status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to Section 57.16 of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

4. DOCUMENTS INCORPORATED BY REFERENCE

Division II Technical Provisions/Construction Details and Division III Materials of the City of Orlando Standard Specifications for Road, Bridge, and Utility Construction ("White Book") are hereby incorporated into these Contract Documents by reference and shall be complied with by the **CONTRACTOR**. The Special Provisions modify or supplement the above-referenced document.

The City of Orlando Roadway and Traffic Design Standards for Design, Construction, Maintenance, and Utility Operations for Streets and Highways ("Blue Book") are hereby incorporated into these Contract Documents by reference and shall be complied with by the **CONTRACTOR.**

The General Conditions, Division I of the White Book, are not incorporated into these Contract Documents by reference. The **CONTRACTOR** shall comply with the General Conditions set forth herein in Section 00700.

The current edition of the City of Orlando Engineering Standards Manual ("Engineering Standards Manual") as of the date of bid opening is hereby incorporated into these Contract Documents by reference and shall be complied with by the **CONTRACTOR**. The Engineering Standards Manual requires compliance with the specifications and standards of the Florida Department of Transportation's "Standard Specifications for Road and Bridge Construction" and the "Design Standards Manual," except when in conflict with the City of Orlando's White Book, Blue Book or Engineering Standards Manual, in which case the applicable provision of the City of Orlando documents shall prevail. The Engineering Standards Manual can be accessed at the following Internet address: http://www.cityoforlando.net/public_works/esd/records/resources.html.

5. STORMWATER POLLUTION PREVENTION PLAN

The **CONTRACTOR** and its Subcontractors shall comply with the provisions of the Stormwater Pollution Prevention Plan and amendments thereto, which are a part of the Contract Documents, if applicable for this Project. The **CONTRACTOR** and each Subcontractor implementing any measure or provision of the Stormwater Pollution Prevention Plan shall sign and date a copy of the following certification statement before conducting any activities at the site:

> "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

6. RESPONSIBLE CONTRACTOR'S POLICIES/ DAVIS-BACON PAY RATE AND CLASSIFICATION

6.1 The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of $15.00 per hour.

6.2 The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

7. OWNER DIRECT PURCHASES (ODP)

7.1 Notwithstanding anything contained in any of the Contract Documents to the contrary, **CITY** hereby reserves the right to purchase materials for incorporation into the Work directly from a Supplier and the Contract Price may be adjusted to account for any such **CITY** furnished materials. Any materials purchased directly by **CITY** shall be referred to as owner direct purchase materials ("ODP Materials") and the responsibilities of both **CITY** and **CONTRACTOR** relating to such ODP Materials shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents

where inconsistencies or conflicts exist. **CONTRACTOR** represents and warrants that it will cooperate with the **CITY** in implementing these procedures for the procurement of ODP Materials.

7.2 At any time upon the request of the **CITY**, **CONTRACTOR** shall provide **CITY** with a list of all intended Suppliers for such materials as specified by **CITY** for consideration for procurement by the **CITY** as ODP Materials. The list shall include price quotes from the Suppliers, as well as a description of the materials to be supplied, estimated quantities and prices. The **CITY** may, but is not required to use, the supplier selected by **CONTRACTOR**. Upon **CITY's** request, **CONTRACTOR** shall assign any or all of its subcontracts or other agreements with material Suppliers for such supplies to **CITY** or require its Subcontractors to assign its agreements with material Suppliers for such supplies to City, if applicable.

7.3 Upon request from the **CITY**, and in a timely manner, **CONTRACTOR** shall prepare a Purchasing Requisition Request Form which shall, in form and detail acceptable to **CITY**, specifically identify the materials which **CITY**, in its discretion, has identified and elected to purchase directly as ODP Materials. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and a contact person for the material Supplier;
b. the manufacturer or brand, model or specification number of the item;
c. quantity needed as estimated by **CONTRACTOR**;
d. the price quoted by the Supplier for the materials identified;
e. any sales tax associated with such quote;

f. delivery dates as established by **CONTRACTOR**;
g. any reduction in **CONTRACTOR**'s cost for both the Payment Bonds and the Performance Bonds;
h. shipping, handling and insurance costs;
i. details concerning any bonds or letters of credit provided by the Supplier if included in such Supplier's proposal;
j. Special terms and conditions which have been negotiated with the Supplier relative to payment, discounts, rebates, warranty, credits or other terms and conditions which will be assigned to the **CITY**; and
k. Such other information as may reasonably be requested by **CITY**.

CONTRACTOR shall include copies of Suppliers' quotations and specifically reference any terms and conditions, which have been negotiated with them concerning letters of credit, terms, discounts, or special payments.

7.4 After receipt of the Purchasing Requisition Request Form, **CITY** shall prepare a Purchase Order for all items of material which **CITY** chooses to purchase directly. The Purchase Order shall include the **CITY'S** Consumer's Certificate of Exemption number and a copy of the Consumer's Certificate of Exemption and a Certificate of Entitlement. The **CITY'S** Purchase Order shall be sent directly to the Supplier by the **CITY** with a copy sent to the **CONTRACTOR**, including a copy of the Certificate of Entitlement. Pursuant to the Purchase Order, the Supplier will provide the required quantities of material at the price established in the Supplier's quote to the **CONTRACTOR** or Subcontractor, or such other price as may be directly negotiated by the **CITY**, excluding any sales tax associated with such price. The **ENGINEER** shall be the approving authority for the **CITY** on Purchase Orders in conjunction with ODP Materials.

7.5 In conjunction with the issuance by the **CITY** of Purchase Orders for ODP Materials to Suppliers, **CONTRACTOR** shall execute and deliver to **CITY** one or more deductive Change Orders, referencing the full value of all ODP Materials to be provided by each Supplier from whom the **CITY** elected to purchase materials directly, plus all sales taxes associated with such materials in **CONTRACTOR**'s bid to **CITY**, plus any savings to **CONTRACTOR** in the cost of Payment and Performance Bonds associated with such ODP Materials. The **ENGINEER** shall be the approving authority for the **CITY** on deductive Change Orders in conjunction with ODP Materials.

7.6 Except as expressly stated herein, **CONTRACTOR** shall be fully responsible for all matters relating to the procurement of ODP Materials furnished by and incorporated into the Work in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, verifying documents and the placement of all orders in a timely manner, assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, and inspection and acceptance of the materials at the time of delivery. The **CONTRACTOR** shall coordinate delivery locations and schedules, sequence of delivery, loading orientation, and other arrangements normally required by the **CONTRACTOR** for the particular materials furnished. The **CONTRACTOR** shall provide all services required for the unloading, handling and storage of materials through installation. The **CITY** assumes the risk of loss of ODP Materials from the time title to such material passes from the Supplier at purchase, or upon delivery if allowed by Laws and Regulations.

7.7 Upon delivery of ODP Materials to such locations as the **CITY** may designate, the **CONTRACTOR** shall visually inspect all shipments from Suppliers, and sign off on all receiving reports for ODP Material delivered or received. The **CONTRACTOR** shall assure that each delivery of ODP Materials is accompanied by delivery tickets or such other documentation as is adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and a copy of the invoice from the Supplier conforming to the Purchase Order together with such additional information as the **CITY** may require. The **CONTRACTOR** will then forward the delivery tickets to the **ENGINEER** to match up with the invoice for payment. The **CITY** shall be directly invoiced by the Suppliers for all ODP Materials. In the event that **CONTRACTOR** receives any invoices (other than copies of invoices the originals of which have been sent directly by the Supplier to the **CITY**), **CONTRACTOR** shall not pay such invoice and shall immediately notify the Supplier that the **CITY** must be directly invoiced on all ODP Materials.

7.8 The **CONTRACTOR** shall insure that ODP Materials conform to all specifications contained in the Contract Documents. **CONTRACTOR** shall determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the **CONTRACTOR** discovers defective or non-conformities in ODP Materials upon such visual inspection, the **CONTRACTOR** shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the **CITY** of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Work. If the **CONTRACTOR** fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming ODP Materials, the condition of which it either knew or should have known by performance of an inspection, **CONTRACTOR** shall be responsible for all damages to **CITY** resulting from **CONTRACTOR**'s incorporation of such materials into the Work, including liquidated or delay damages.

7.9 The **CONTRACTOR** shall maintain records of all ODP Materials it incorporates into the Work. The **CONTRACTOR** shall account monthly to the **CITY** for any ODP Materials delivered into the **CONTRACTOR**'s possession, indicating portions of all such materials which have been incorporated into the work

7.10 The **CONTRACTOR** shall be responsible for obtaining and managing all warranties and guarantees for all ODP Materials in the same manner and on the same terms as materials obtained by the **CONTRACTOR** as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the **CONTRACTOR** for resolution with the appropriate Supplier or Subcontractor. The **CONTRACTOR** agrees and understands that it shall undertake all warranty enforcement and other related duties of the **CITY** for all ODP Materials. Additionally, all ODP Materials shall be warranted and guaranteed by the **CONTRACTOR** as part of the **CONTRACTOR**'s warranty and guarantee of the Work to the same extent and degree as other materials procured and provided to the Work by **CONTRACTOR**. **CONTRACTOR'S** warranty and guarantee duties shall be governed by and carried out pursuant to the terms of the Contract Documents. To that end, the **CONTRACTOR** expressly agrees it shall make no distinction in discharging such warranty and guarantee duties and obligations between ODP Materials and equipment and materials otherwise supplied by the **CONTRACTOR**.

7.11 Notwithstanding the transfer of ODP Materials by the **CITY** to the **CONTRACTOR**'s possession, the **CITY** shall retain legal and equitable title to any and all ODP Materials. The transfer of possession

of ODP Materials from the **CITY** to the **CONTRACTOR** shall constitute a bailment for the mutual benefit of the **CITY** and the **CONTRACTOR**. The **CITY** shall be considered the bailor and the **CONTRACTOR** the bailee of the ODP Materials. Transfer of possession shall be deemed to occur immediately and automatically upon delivery of ODP Materials to the **CITY** without notice from **CITY** to **CONTRACTOR**. ODP Materials shall be considered returned to the **CITY** for purposes of their bailment at such time as they are incorporated into the Project. While in **CONTRACTOR'S** possession, **CONTRACTOR** shall handle and store all ODP Materials in a manner consistent with the Supplier's or manufacturer's instructions regarding handling and storage to ensure later installation of ODP Materials in a sound and undamaged condition.

7.12 The **CONTRACTOR** shall purchase and maintain builders' risk insurance sufficient to protect against any loss of or damage to ODP Materials. Such insurance shall cover the full value of any ODP Materials not yet incorporated into the Work during the period between the time the **CITY** first takes title to any of such ODP Materials and the time when the last of such is incorporated into the Work. The **CONTRACTOR** shall purchase and maintain builders' risk, "all-risk" insurance based on the completed value of the Project. The **CONTRACTOR** must name **CITY** as additional insured on its policy with respect to all ODP Materials and **CITY** shall be solely entitled to all proceeds related to the loss or damage of ODP Materials.

7.13 The **CITY** shall in no way be liable for any interruption or delay in the Work, for any defects or other problems with the Work, or for any extra costs resulting from any delay in the delivery of, or defects in ODP Materials. **CONTRACTOR**'s sole or exclusive remedy shall be an extension of the time of completion of the Work for such reasonable time as determined by City.

7.14 **CONTRACTOR** shall be required to review all invoices submitted to the **CITY** by Suppliers of ODP Materials and either concur or object to the **CITY**'s issuance of payment to the Suppliers, based upon **CONTRACTOR**'s records of materials and any defects detected in such materials. The **CITY** shall directly pay all Suppliers with respect to ODP Materials purchased by the **CITY**.

7.15 In order to arrange for timely payment to the Suppliers of ODP Materials, **CONTRACTOR** shall promptly submit to **CITY** within ten (10) days of **CITY's** receipt of an invoice from a Supplier (i) a copy of the applicable purchase order as receiving report, (ii) copies of the delivery tickets, (iii) written acceptance of the delivered items by the **CONTRACTOR**, and (iv) such other documentation as may be reasonably required by the **CITY**. Upon receipt of the appropriate documentation, the **CITY** shall prepare a check drawn to the Supplier based upon the data provided by **CONTRACTOR**. This check will be made payable and remitted directly to the Supplier. The **CONTRACTOR** agrees to assist the **CITY** to immediately obtain partial or final release of waivers as appropriate.

7.16 At completion of the Work, **CONTRACTOR** will be provided with a deductive Change Order for the costs incurred by **CITY** to provide all ODP Materials not covered by previous Change Orders. Salvage ODP Materials shall be stored or removed from the site at the **CITY**'s direction, or may be turned over to the **CONTRACTOR** by the **CITY** for salvage or disposal at the **CITY'S** discretion.

7.17 The procedures set forth herein for Owner Direct Purchases are intended to comply with the requirements of the Florida Department of Revenue for the direct purchase of materials by governmental entities for use in Public Works Contracts set forth in Section 12A-1.094 of the Florida Administrative Code, as amended. Under no circumstances shall any materials which will not be incorporated into the Work be purchased by the **CITY** as ODP Materials, including but not limited to any consumables such as fuel or any equipment related to the Work which will not be affixed or otherwise incorporated into the Work such as reusable construction equipment.

8. SOCIAL SECURITY NUMBER COLLECTION

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

9. E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

10. PUBLIC RECORDS

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2)(b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

LETTER OF INTENT

[*Instructions* ** Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]**

Dear Compliance Official:

I_____ have entered into an agreement(s) with the following Minority
(Name of Contractor)
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

1) _____
(MBE/WBE)
_____
(Scope of Work)
_____
(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs _____%
The total percentage of the Contract being performed by WBEs_____%

The total dollar amount of contracts being performed by MBEs $_____
The total dollar amount of contracts being performed by WBEs $_____

The total percentage of the workforce or employment being performed by minorities _____%
The total percentage of the workforce or employment being performed by females _____%

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[ ] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

_____ _____
Authorized Agent of Contractor (must be signed) Date

_____ _____
Authorized Agent of MBE/WBE Date
(must be signed within two (2) days after bid opening

LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES

The following City policies are applicable to this construction Project:

(1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY.

(2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Additionally, CONTRACTOR shall provide said workers with health benefits. CONTRACTOR may satisfy this health benefits requirement by providing to its workers on this project either 1) health benefits through a bona fide program or 2) by increasing the hourly wage by 20%. Evidence of the existence of a bona fide health benefits program must be submitted to the City with the bid at the time of bid opening. The City, in its sole discretion, will determine whether a bona fide health benefits program is acceptable to the City. Payment of the appropriate wages must be documented in CONTRACTOR'S progress payment applications by the submission of certified payrolls by CONTRACTOR for the duration of this Agreement. Moreover, CONTRACTOR shall require compliance with these provisions for health benefits, Davis-Bacon hourly wages and certified payrolls by **all** Subcontractors at every tier, and CONTRACTOR will be held responsible for compliance by any Subcontractor or lower tier Subcontractor. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that no hourly wage paid on this project by the CONTRACTOR and Subcontractors will be less than the living wage referenced in this Agreement.

(3) The CONTRACTOR and Subcontractors at all tiers shall each classify all of their workers as either independent contractors or employees in accordance with the requirements of Laws and Regulations. Workers who are employees as defined by Laws and Regulations shall not be classified as independent contractors. The CONTRACTOR and Subcontractors shall each provide written notice to their workers classified as independent contractors of their classification status within seven (7) days after contract award or within seven (7) days of hiring if hired subsequent to contract award. Documentation demonstrating compliance with this requirement for each worker classified as an independent contractor shall be submitted by the CONTRACTOR with its first Application for Payment. For those workers classified as independent contractors hired after submittal of the first Application for Payment, documentation demonstrating compliance with this requirement shall be provided with the first Application for Payment submitted subsequent to the worker's hiring.

(4) The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. Documentation of E-verify confirmation shall be submitted by the CONTRACTOR with the first Application for Payment, or for those workers hired after submittal of the first Application for Payment, with the first Application for Payment submitted subsequent to the worker's hiring.

(5) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

Paints + Coatings Inc.

114	CIPP point repair lining up to 7 feet long for 42" pipe		EA	$0.00
115	CIPP point repair lining up to 7 feet long for 48" pipe		EA	$0.00
	GROUP 3 TOTAL			**$0.00**
	GROUP 4 - FURNISH & INSTALL FRP MANHOLE LINER or PROTECTIVE COATING SYSTEM			
116	Mobilization (Up to $20k Job Assignment)	yes	LS	$1,500.00
117	Mobilization (Over $20k Job Assignment)	yes	LS	$500.00
118	FRP Manhole Liner, 42" diameter, per vertical foot		VF	$0.00
119	FRP Manhole Liner, 48" diameter, per vertical foot		VF	$0.00
120	FRP Manhole Liner, 54" diameter, per vertical foot		VF	$0.00
121	FRP Manhole Liner, 60" diameter, per vertical foot		VF	$0.00
122	FRP Manhole Liner, 66" diameter, per vertical foot		VF	$0.00
123	FRP Manhole Liner, 72" diameter, per vertical foot		VF	$0.00
124	Protective Coating System A, 48" diameter, per vertical foot	yes	VF	$439.00
125	Protective Coating System B, 48" diameter, per vertical foot	yes	VF	$215.00
126	Protective Coating System A, 60" diameter, per vertical foot	yes	VF	$550.00
127	Protective Coating System B, 60" diameter, per vertical foot	yes	VF	$266.00
128	Protective Coating System A, 72" diameter, per vertical foot	yes	VF	$660.00
129	Protective Coating System B, 72" diameter, per vertical foot	yes	VF	$320.00
130	Protective Coating System A, 84" diameter, per vertical foot	yes	VF	$770.00
131	Protective Coating System B, 84" diameter, per vertical foot	yes	VF	$375.00
132	Protective Coating System A, 96" diameter, per vertical foot	yes	VF	$880.00
133	Protective Coating System B, 96" diameter, per vertical foot	yes	VF	$425.00
134	Chemical Grout Seal Manhole Leaks, F&I	yes	GA	$250.00
135	Remove and Replace Ring and Cover	yes	EA	$2,500.00
136	Alternate M&P of Protective Coating System A	yes	SF	$50.00
137	Alternate M&P of Protective Coating System B	yes	SF	$25.00
	GROUP 4 TOTAL			**$9,725.00**
	Calculated Total For All Groups 1 through 4 (Items 1-137)			**$9,725.00**

***** Note: Recheck your prices prior to submission, as Bids may not be changed after being opened. Bidder is *NOT* required to bid on all pay items.*****

*** NOTE: BID PRICE FORM MUST BE SUBMITTED IN EXCEL WITH A HARD COPY.***

REVISED ELECTRONIC BID PRICE FORM (Addendum One (1))

You are invited to Bid on the following: IFB22-0161 SANITARY SEWER LINING AND MANHOLE REHABILITATION

THE BIDDER, HAVING EXAMINED CAREFULLY THE SPECIFICATIONS, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SERVICES AND OTHER ITEMS WITHOUT EXCEPTIONS FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES.

Paints & Coating, Inc

^ Company Name, City, State, Zip ^

Item	Description	Unit	Unit Price(numbers only)
	GROUP 1 - CLEANING AND TV INSPECTION		
1	Mobilization (Up to $20k Job Assignment)	LS	$0.00
2	Mobilization (Over $20k Job Assignment)	LS	$0.00
3	Light Jet Cleaning for 4" and 6" lateral pipe	LF	$0.00
4	Heavy Jet Cleaning for 4" and 6" lateral pipe	LF	$0.00
5	Light Jet Cleaning for 8" through 12" pipe	LF	$0.00
6	Heavy Jet Cleaning for 8" through 12" pipe	LF	$0.00
7	Light Jet Cleaning for 15" through 24" pipe	LF	$0.00
8	Medium Jet Cleaning for 15" through 24" pipe	LF	$0.00
9	Heavy Jet Cleaning for 15" through 24" pipe	LF	$0.00
10	Closed-Loop Light Jet Cleaning for 27" through 36" pipe	LF	$0.00
11	Closed-Loop Medium Jet Cleaning for 27" through 36" pipe	LF	$0.00
12	Closed-Loop Heavy Jet Cleaning for 27" through 36" pipe	LF	$0.00
13	Closed-Loop Light Jet Cleaning for 42" and 48" pipe	LF	$0.00
14	Closed-Loop Medium Jet Cleaning for 42" and 48" pipe	LF	$0.00
15	Closed-Loop Heavy Jet Cleaning for 42" and 48" pipe	LF	$0.00
16	Sanitary Sewer Debris Disposal (Closed-Loop System Only)	TN	$0.00
17	Specialty Mechanical Cleaning for 4" and 6" lateral pipe	LF	$0.00
18	Specialty Mechanical Cleaning for 8" through 12" pipe	LF	$0.00
19	Specialty Mechanical Cleaning for 15" through 24" pipe	LF	$0.00
20	Specialty Mechanical Cleaning for 27" through 36" pipe	LF	$0.00
21	Specialty Mechanical Cleaning for 42" and 48" pipe	LF	$0.00
22	Mechanical Cleaning for 4" and 6" lateral pipe	LF	$0.00

23	Mechanical Cleaning for 8" through 12" pipe	LF	$0.00
24	Mechanical Cleaning for 15" through 24" pipe	LF	$0.00
25	Mechanical Cleaning for 27" through 36" pipe	LF	$0.00
26	Mechanical Cleaning for 42" and 48" pipe	LF	$0.00
27	TV Inspection, Post-Cleaning for 4" and 6" lateral pipe	LF	$0.00
28	TV Inspection, Post-Cleaning for 8" through 12" pipe	LF	$0.00
29	TV Inspection, Post-Cleaning for 15" through 24" pipe	LF	$0.00
30	TV Inspection, Post-Cleaning for 27" through 36" pipe	LF	$0.00
31	TV Inspection, Post-Cleaning for 42" and 48" pipe	LF	$0.00
32	TV Inspection, Post-Lining for 4" and 6" lateral pipe	LF	$0.00
33	TV Inspection, Post-Lining for 8" through 12" pipe	LF	$0.00
34	TV Inspection, Post-Lining for 15" through 24" pipe	LF	$0.00
35	TV Inspection, Post-Lining for 27" through 36" pipe	LF	$0.00
36	TV Inspection, Post-Lining for 42" and 48" pipe	LF	$0.00
37	Cleanout for Lateral in Grass Area, 4" SDR26 PVC, F&I	EA	$0.00
38	Cleanout for Lateral in Grass Area, 6" SDR26 PVC, F&I	EA	$0.00
39	Cleanout for Lateral in Pavement, 4" SDR26 PVC, F&I	EA	$0.00
40	Cleanout for Lateral in Pavement, 6" SDR26 PVC, F&I	EA	$0.00
	GROUP 1 TOTAL		**$0.00**
	GROUP 2 - FURNISH & INSTALL CIPP PIPE LINING		
41	Mobilization (Up to $20k Job Assignment)	LS	$0.00
42	Mobilization (Over $20k Job Assignment)	LS	$0.00
43	4" lateral pipe, for job sizes from 1 ft to 500 ft, 3 mm	LF	$0.00
44	4" lateral pipe, for job sizes from 501 ft or more, 3 mm	LF	$0.00
45	6" lateral pipe, for job sizes from 1 ft to 500 ft, 4.5 mm	LF	$0.00
46	6" lateral pipe, for job sizes from 501 ft or more, 4.5 mm	LF	$0.00
47	8" pipe, for job sizes from 1 ft to 1,000 ft, 6 mm	LF	$0.00
48	8" pipe, for job sizes from 1,001 ft or more, 6 mm	LF	$0.00
49	Each 1.5 mm added over std 6 mm thickness for 8" pipe	LF	$0.00
50	10" pipe, for job sizes from 1 ft to 1,000 ft, 6 mm	LF	$0.00
51	10" pipe, for job sizes from 1,001 ft or more, 6 mm	LF	$0.00
52	Each 1.5 mm added over std 6 mm thickness for 10" pipe	LF	$0.00

53	12" pipe, for job sizes from 1 ft to 1,000 ft, 6 mm	LF	$0.00
54	12" pipe, for job sizes from 1,001 ft or more, 6 mm	LF	$0.00
55	Each 1.5 mm added over std 6 mm thickness for 12" pipe	LF	$0.00
56	15" pipe, for job sizes from 1 ft to 1,000 ft, 6 mm	LF	$0.00
57	15" pipe, for job sizes from 1,001 ft or more, 6 mm	LF	$0.00
58	Each 1.5 mm added over std 6 mm thickness for 15" pipe	LF	$0.00
59	18" pipe, for job sizes from 1 ft to 1,000 ft, 7.5 mm	LF	$0.00
60	18" pipe, for job sizes from 1,001 ft or more, 7.5 mm	LF	$0.00
61	Each 1.5 mm added over std 7.5 mm thickness for 18" pipe	LF	$0.00
62	21" pipe, for job sizes from 1ft to 1,000 ft, 9 mm	LF	$0.00
63	21" pipe, for job sizes from 1,001 ft or more, 9 mm	LF	$0.00
64	Each 1.5 mm added over std 9 mm thickness for 21" pipe	LF	$0.00
65	24" pipe, for job sizes from 1ft to 1,000 ft, 10.5 mm	LF	$0.00
66	24" pipe, for job sizes from 1,001 ft or more, 10.5 mm	LF	$0.00
67	Each 1.5 mm added over std 10.5 mm thickness for 24" pipe	LF	$0.00
68	27" pipe, for job sizes from 1ft to 1,000 ft, 12 mm	LF	$0.00
69	27" pipe, for job sizes from 1,001 ft or more, 12 mm	LF	$0.00
70	Each 1.5 mm added over std 12 mm thickness for 27" pipe	LF	$0.00
71	30" pipe, for job sizes from 1ft to 1,000 ft, 13.5 mm	LF	$0.00
72	30" pipe, for job sizes from 1,001 ft or more, 13.5 mm	LF	$0.00
73	Each 1.5 mm added over std 13.5 mm thickness for 30" pipe	LF	$0.00
74	36" pipe, for job sizes from 1ft to 1,000 ft, 15 mm	LF	$0.00
75	36" pipe, for job sizes from 1,001 ft or more, 15 mm	LF	$0.00
76	Each 1.5 mm added over std 15 mm thickness for 36" pipe	LF	$0.00
77	42" pipe, for job sizes from 1ft to 1,000 ft, 16.5 mm	LF	$0.00
78	42" pipe, for job sizes from 1,001 ft or more, 16.5 mm	LF	$0.00
79	Each 1.5 mm added over std 16.5 mm thickness for 42" pipe	LF	$0.00
80	48" pipe, for job sizes from 1ft to 1,000 ft, 19.5 mm	LF	$0.00
81	48" pipe, for job sizes from 1,001 ft or more, 19.5 mm	LF	$0.00
82	Each 1.5 mm added over std 19.5 mm thickness for 48" pipe	LF	$0.00
83	Grind protruding 4" or 6" lateral flush with main	EA	$0.00
84	CIPP Main to Lateral Connection Liner for 4" or 6" lateral in 8" through 12" main **after "post" lining the main**	EA	$0.00

85	CIPP Main to Lateral Connection Liner for 4" or 6" lateral in 8" through 12" main **before "pre" lining the main**	EA	$0.00
86	Chemical Grout Seal Pipe Joint Leaks, 8" through 12" pipe	GA	$0.00
87	Chemical Grout Seal Pipe Joint Leaks, 15" through 24" pipe	GA	$0.00
88	Chemical Grout Seal Pipe Joint Leaks, 27" through 36" pipe	GA	$0.00
89	Chemical Grout Seal Pipe Joint Leaks, 42" and 48" pipe	GA	$0.00
90	Chemical Grout Seal Manhole Leaks	GA	$0.00
91	Chemical Grout Injection Port	EA	$0.00
92	Cleanout for Lateral in Grass Area, 4" SDR26 PVC, F&I	EA	$0.00
93	Cleanout for Lateral in Grass Area, 6" SDR26 PVC, F&I	EA	$0.00
94	Cleanout for Lateral in Pavement, 4" SDR26 PVC, F&I	EA	$0.00
95	Cleanout for Lateral in Pavement, 6" SDR26 PVC, F&I	EA	$0.00
96	Remove and Replace Ring and Cover	EA	$0.00
97	Concrete S/W Replacement, 4" Thick	SY	$0.00
98	Concrete D/W Replacement, 6" Thick	SY	$0.00
99	Concrete Curb Replacement, 4" Thick	LF	$0.00
100	Asphalt & Base Pavement Patch	SY	$0.00
101	Sod Replacement, Match Existing	SY	$0.00
	GROUP 2 TOTAL		**$0.00**
	GROUP 3 - FURNISH & INSTALL CIPP POINT REPAIR LINING		
102	Mobilization (Up to $20k Job Assignment)	LS	$0.00
103	Mobilization (Over $20k Job Assignment)	LS	$0.00
104	CIPP point repair lining up to 7 feet long for 8" pipe	EA	$0.00
105	CIPP point repair lining up to 7 feet long for 10" pipe	EA	$0.00
106	CIPP point repair lining up to 7 feet long for 12" pipe	EA	$0.00
107	CIPP point repair lining up to 7 feet long for 15" pipe	EA	$0.00
108	CIPP point repair lining up to 7 feet long for 18" pipe	EA	$0.00
109	CIPP point repair lining up to 7 feet long for 21" pipe	EA	$0.00
110	CIPP point repair lining up to 7 feet long for 24" pipe	EA	$0.00
111	CIPP point repair lining up to 7 feet long for 27" pipe	EA	$0.00
112	CIPP point repair lining up to 7 feet long for 30" pipe	EA	$0.00
113	CIPP point repair lining up to 7 feet long for 36" pipe	EA	$0.00

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR SANITARY SEWER LINING AND MANHOLE REHABILITATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND PAINTS & COATINGS, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has committed to DERM to fix manholes that have leaks; and

WHEREAS, the Town desires to procure critical manhole rehabilitation services from Paints & Coatings, Inc., pursuant to an agreement between the City of Orlando and Paints & Coatings, Inc. pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town will enter into an agreement with Paints & Coatings, Inc., to repair 16 manholes for a total of not to exceed $80,000.00 for the services to be rendered; and

WHEREAS, the Town Council hereby finds the Agreement for Sanitary Sewer Lining and Manhole Rehabilitation between the Town and Paints & Coatings, Inc., attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

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

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

Section 2. The Agreement for Sanitary Sewer Lining and Manhole Rehabilitation with Paints & Coatings, Inc. for the manhole rehabilitation project at a price not to exceed $80,000, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

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 August 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Joseph S. Geller, Esq.

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Flood Plain Manager
CC:	Joseph S. Geller, Esq. Evelyn Herbello Lorrainia Belle Alexander Garcia Randy Stokes	Town Attorney Town Clerk (Ag) Town Planner Building Official Public Works Director
DATE:	August 13, 2025	
SUBJECT:	Second Reading Revision to Code of Ordinances Chapter 7½ Flood Damage Prevention	

RECOMMENDATION

Discuss and consider the revisions to Chapter 7½ on first reading.

OBJECTIVE

To strengthen the Town's Code of Ordinances as it relates to Flood Damage Prevention to increase resiliency to flooding and improve the Towns CRS Classification from 9, to 7 or better.

BACKGROUND

The current Chapter 7½ entitled "Flood Plain Damage Prevention" was adopted in May 13 2019, and was based on the 2017 edition of the Community Rating System (CRS) Coordinator's Manual. This manual governs how communities are classified and in 2021

FEMA issued an addendum to the 2017 edition of the CRS Coordinator's Manual which changed the prerequisites for Class 8 and Class 9 communities. Although the Town continued to meet the base requirements for a class 9 community, higher CRS classifications required revisions to Chapter 7½.

The Community Rating System (CRS) is a national program developed by FEMA that rewards communities that implement activities above the minimum requirements of the National Flood Insurance Program (NFIP). Participating communities receive CRS credit based on the approved credited activities and based on the number of points achieved, receive a CRS classification from 1(highest classification) to 10 (lowest classification). The higher the CRS classification the higher is the reduction in Flood Insurance premium rates and an excerpt from the CRS Manual illustrates the CRS Classes, credit points required for the CRS classes, and Insurance discounts inside and outside the SFHA (Special Flood Harad Areas), based on the CRS classes.

The revised Chapter 7½ Flood Damage Prevention Ordinance, is attached for approval on first reading.

DISCUSSION

The Town of Bay Harbor Islands participates in the NFIP and is currently a CRS class 9 community. The 2021 amendment outlined new requirements for class 8 and class 9 communities and therefore if the Town's CRS Classification was to improve from 9, revisions to the Flood Damage Prevention Chapter would have to be adopted. Because we are a Class 9 community and continue to remain a Class 9 community, there was no previous requirement to revise Chapter 7½.

PROPOSED REVISIONS

1. Address change for Town Hall (**7½ -2 Applicability**)
2. Eliminate the need to track damages caused by floods to establish if the property meets the criteria of substantial damage (**Sec. 7½ -3 - Duties and Powers of the Flood Plain Administrator**)
3. Delete references throughout the code regarding alteration of watercourses (e.g.**Sec. 7½ -3 - Duties and Powers of the Flood Plain Administrator, Sec. 7 ½ -10 Definitions)**
4. Add requirement for a Declaration of Land Restriction aka, non-conversion agreement, for projects that propose to enclose areas under elevated buildings (**Sec. 7½ - 4 – Permits and Sec. 7½ - 10 Definitions)**
5. FEMA is amending the Bay Harbor Islands' flood maps to add slivers of Coastal high hazard areas, aka V Zone, and the revisions address the specific requirements for building in V Zones. The revision adds a definition of Coastal high hazard areas (**Sec. 7 ½ - 10 Definitions)**
6. Definition added for Critical Facility (**Sec. 7 ½ - 10 Definitions**)
7. The definition of Market Value was amended to allow tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

8. To achieve a higher CRS rating, the Town must have a more restrictive Flood Ordinance, and the revision reduces the percentage of substantial improvement from 50% to 49%, as the trigger for compliance with flood plain standards. The basic rule states: *if the cost of improvements or the cost to repair the damage exceeds 50% of the market value of the building, it must be brought up to current floodplain management standards.* (**Sec. 7½ -10 Definitions**)
9. Definition added for Land Restriction (Non-Conversion Agreement) **(Sec. 7½ -10 Definitions)**
10. Non-conversion agreements: enclosures below the BFE shall not be converted to habitable space. (**Sec.7½ -11(b)(2))**
11. Critical Facilities shall be elevated or protected to above the minimum elevation required by the FBC. **(Sec. 7½ -11 (b)(3))**
12. Clarify that manufactured homes and recreational vehicles have been removed from the Ordinance, a requirement of CRS (**Sec. 7½ -11 (c))**
13. The placement of fill shall not be permitted, except for landscaping and drainage purposes (Fill is typically prohibited in municipalities where construction occupies most of the land and the management of stormwater onsite is difficult or unachievable; the flowing municipalities have similar restrictions on structural fill: Ft Lauderdale, West Palm Beach, Jupiter, Panama City, Redington Shores, Bradenton Shores Treasure Island, Lantana, Madeira Beach) (**Sec. 7 ½ - 13 Site Improvements, utilities, and limitations)**
14. Other developments in V Zones (Seawalls, retaining walls, and erosion control structures) require a Florida Professional Engineer to demonstrate that adjacent buildings and structures will not be subjected to additional damage **(Sec. 7½ -15 Other Development)**

FINANCIAL ANAYSIS

None

ATTACHMENTS

Draft Resolution for Second Reading

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO AMEND CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO CLARIFY THAT MANUFACTURED HOMES AND RECREATIONAL VEHICLES ARE NOT ALLOWED IN FLOOD HAZARD AREAS; TO ADD REQUIREMENTS FOR CONSTRUCTION IN COASTAL HIGH HAZARD AREAS (V ZONES); TO ADOPT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the Town of Bay Harbor Islands and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Town of Bay Harbor Islands was accepted for participation in the National Flood Insurance Program on September 29, 1972 and the Town Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency is preparing to revise the Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas, and the Flood Insurance Rate Map that depicts flood hazards for the Town of Bay Harbor Islands; and

WHEREAS, the revised Flood Insurance Rate Maps will identify some flood hazard areas as Coastal High Hazard Areas (V Zones) for which the National Flood Insurance Program

has specific requirements for development in such areas and the Florida Building Code has specific requirements for buildings in such areas; and

WHEREAS, the Town of Bay Harbor Islands must adopt additional requirements for development in Coastal High Hazard Areas (V Zones) to maintain consistency with the National Flood Insurance Program; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code;* and

WHEREAS, the Town Council is adopting requirements to (1) reduce the percentage used to determine substantial improvement and substantial damage; (2) require declarations of land restriction (nonconversion agreements) for enclosures below elevated buildings; and (3) increase the minimum elevation requirement for critical facilities in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the Town Council previously adopted a local amendment to the Florida Building Code to require evaluation of past flood damage as part of determining whether buildings have incurred Substantial Damage and has determined it appropriate to repeal that local amendment; and

WHEREAS, the Town Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code,* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bay Harbor Islands that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This Ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Bay Harbor Islands Code of Ordinances Chapter 7½ Flood Damage Prevention.

Chapter 7½ FLOOD DAMAGE PREVENTION[1]

ARTICLE I. ADMINISTRATION

Sec. 7½-1. General.

(a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of the Town of Bay Harbor Islands, hereinafter referred to as "this chapter."

(b) *Scope.* The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of tanks; installation of swimming pools; and any other development.

(c) *Intent.* The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas~~, watercourses,~~ and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

---

[1]Ord. No. 1032, § 2, adopted May 13, 2019, repealed the former Ch. 7½, §§ 7½-1—7½-10, 7½-17—7½-19, 7½-26—7½-30, 7½-37—7½-42, and enacted a new Ch. 7½ as set out herein. The former chapter pertained to similar subject matter and derived from Ord. No. 896, § 1(Exh. A), adopted Jan. 11, 2010.

Cross reference(s)—Buildings and construction, ch. 2; land development regulations, ch. 11; utilities, ch. 20; zoning and planning, ch. 23.

State law reference(s)—Water resources, F.S. ch. 373.

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(d) *Coordination with the Florida Building Code.* This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(e) *Warning.* The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(f) *Disclaimer of liability.* This chapter shall not create liability on the part of the town council of the Town of Bay Harbor Islands or by any officer or employee thereof for any flood damage that results from reliance on this chapter, or any administrative decision lawfully made thereunder.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-2. Applicability.

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this chapter applies.* This chapter shall apply to all flood hazard areas within the Town of Bay Harbor Islands, as established in section 7½-2(c) of this chapter.

(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated September 11, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Town Hall located at 1030 95th Street, Bay Harbor Islands, 33154.

(d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 7½-5 of this chapter the floodplain administrator may require submission of additional data. Where field surveyed topography

prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) *Other laws.* The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions.* This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(g) *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-3. Duties and powers of the floodplain administrator.

(a) *Designation.* The town manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees. A designated floodplain administrator employee shall obtain training and obtain a certificate for such position.

(b) *General.* The floodplain administrator or their designee is authorized and directed to administer and enforce the provisions of this chapter. The designated floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to section 7½-7 of this chapter.

(c) *Applications and permits.* The designated floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";~~ and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

(e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 7½-7 of this chapter.

(f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(g) *Inspections.* The designated floodplain administrator shall make the required inspections as specified in section 7½-6 of this chapter for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The designated floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the floodplain administrator.* The designated floodplain administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 7½-3(d) of this chapter;

~~(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, state floodplain management office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);~~

(2) ~~(3)~~ Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within six months of such data becoming available;

(3) ~~(4)~~ Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;

(4) ~~(5)~~ Notify the Federal Emergency Management Agency when the corporate boundaries of the town are modified.

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the designated floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the

Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; ~~notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained;~~ documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Town Hall at 1030 95th Street, Bay Harbor Islands, 33154.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-4. Permits.

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

(d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 7½-5 of this chapter.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the designated floodplain administrator.

(8) For projects proposing to enclose areas under elevated buildings, include a signed Declaration of Land Restriction (Nonconversion Agreement). The agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

(e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the designated floodplain administrator from requiring the correction of errors and omissions.

(f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work

commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation.* The designated floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; F.S. § 373.036.

~~(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.~~

~~(3)~~ (2) (3)Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.

~~(4)~~ (3) (4)Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

~~(5)~~ (4) (5)Federal permits and approvals.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-5. Site plans and construction documents.

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations, if necessary, for review of the proposed development.

(2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(3) Location, extent, amount, and proposed final grades of any nonstructural fill ~~filling~~, grading, or excavation.

(4) In coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide. ~~Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.~~

~~(5) Existing and proposed alignment of any proposed alteration of a watercourse.~~

The designated floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

~~(b) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:~~

~~(1) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 7½-5(c) of this chapter.~~

~~(c)~~ (b) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-6. Inspections.

(a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* The designated floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the designated floodplain administrator:

(1) The certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

(e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 7½-6(d) of this chapter.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-7. Variances and appeals.

(a) *General.* The town council shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the town council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(b) *Appeals.* The town council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the designated floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(c) *Limitations on authority to grant variances.* The town council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 7½-7(f) of this chapter, the conditions of issuance set forth in section 7½-7(g) of this chapter, and the comments and recommendations of the designated floodplain administrator and the building official. The town council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(e) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(f) *Considerations for issuance of variances.* In reviewing requests for variances, the town council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) *Conditions for issuance of variances.* Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;

(2) Determination by the town council that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-8. Violations.

(a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-9. General.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section.

(b) *Terms defined in the Florida Building Code.* Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined.* Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-10. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Alteration of a watercourse.* A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.~~

Appeal. A request for a review of the designated floodplain administrator's interpretation of any provision of this chapter.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Critical facility. A facility for which the impact of even a slight chance of flooding might be too great, including, but not limited to, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste. The term includes buildings and structures assigned to flood design class 3 and flood design class 4 in accordance with ASCE 24.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the property owner and recorded on the property deed in the Official Records of the Clerk of Courts. By signing, the owner agrees not to convert or modify enclosures below elevated buildings in any manner inconsistent with the terms of the building permit and these regulations and agrees to an annual inspection of said enclosures.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

~~*Encroachment.* The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.~~

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 29, 1972. [Also defined in FBC, B, Section 202.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding.* A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(4) *Letter of Map Revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR).* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser (other than a limited or curbside appraisal, or one based on income approach),~~ is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 29, 1972 and includes any subsequent improvements to such structures.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B, Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B, Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed ~~50~~ 49 percent of the market value of the building or structure before the damage occurred. ~~The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~ [Also defined in FBC, B, Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds ~~50~~ 49 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either. [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

~~*Watercourse.* A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.~~

(Ord. No. 1032, § 2, 5-13-2019)

ARTICLE II. FLOOD RESISTANT DEVELOPMENT

Sec. 7½-11. Buildings and structures.

(a) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to section 7½-4(c) of this chapter, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code

that are not walled and roofed buildings shall comply with the requirements of section 7½-15 of this chapter.

(b) *Specific methods of construction and requirements.* Pursuant to chapter 8, article III of the Miami-Dade County Code, the following specific methods of construction and requirements apply:

~~(1) *Repetitive loss flooding.* In the Florida Building Code, Building and Florida Building Code, Existing Building, definitions for the term "substantial damage" shall be as follows:~~

~~SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

(1) *Substantial Improvement and Substantial Damage.* In the Florida Building Code, Building and Florida Building Code, Existing Building, definitions for the terms "substantial improvement" and "substantial damage" shall be as defined in defined in Section 7½-10 of this chapter.

(2) *Nonconversion agreements.* Applications for buildings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), defined in Section 7½-10 of this chapter. The agreements shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

(3) *Critical facilities.* Critical facilities shall be elevated or protected to or above the minimum elevation required by the *Florida Building Code* or the 0.2-percent (500-year) flood elevation plus one (1) foot, whichever is higher.

(c) Manufactured homes and recreational vehicles. Manufactured homes and recreational vehicles are not permitted.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-12. Subdivisions.

(a) *Minimum requirements.* Subdivision proposals and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards.

(b) *Subdivision plats.* Where any portion of proposed subdivisions lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats; and

(2) Compliance with the site improvement and utilities requirements of section 7½-13 of this chapter.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-13. Site improvements, utilities and limitations.

(a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards.

(b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities~~,~~ and private sewage treatment plants (including all pumping stations and collector systems), ~~and on-site waste disposal systems~~ shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on placement of fill.* Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code. ~~The placement of fill shall not be permitted except:~~

~~(1) Minor grading and the placement of minor quantities of nonstructural fill for landscaping and for drainage purposes under and around buildings.~~

~~(2) In coastal high hazard areas (Zone V), nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal only if an analysis prepared by a qualified **Florida** registered **Professional Engineer** design professional demonstrates no~~

~~harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.~~

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-14. Tanks.

(a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of section 7½-14(c) of this chapter shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 1032, § 2, 5-13-2019)

Sec. 7½-15. Other development.

(a) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(3) Be constructed of flood damage-resistant materials; and

(4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to

address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 1032, § 2, 5-13-2019)

(b) *Other development in coastal high hazard areas (Zone V). In* coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified **Florida** registered **Professional Engineer** ~~design professionals~~ demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures; and

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters.

SECTION 3. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program (NFIP). In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Bay Harbor Islands. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be

changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 7. EFFECTIVE DATE.

This ordinance shall take effect on immediately upon final adoption.

PASSED on First Reading this 11th day of June 2025.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the Town Council, upon Second and Final Reading this 13th day of August 2025.

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello (Ag.)
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Joseph Geller, Esq.
Town Attorney

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Town Attorney Janai Pomales, Interim Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	August 13, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of ordinances related to the second-story building area waivers and New Garage Area Limitations in the RD District

RECOMMENDATION

Staff recommend approval of the proposed amendments to Section 23-11 of the Town Code, which modifies development standards within the RD (Single-Family Residential) zoning district. The amendments eliminate the authority of the Design Review Board (DRB) to approve increases in second-floor building area and clarify that such modifications may only be allowed where enhanced architectural articulation and exterior façade detailing are incorporated to break up the visual massing of the structure. Additionally, the amendments introduce a new garage area limitation, restricting the total enclosed area of any garage to no more than 30 percent of the gross floor area of the first (ground) floor of the main residence. This applies to all garage space attached or detached, air-conditioned or non-air conditioned. These changes aim to preserve neighborhood character, strengthen design consistency, and ensure clear procedural authority within the RD district.

BACKGROUND / ANALYSIS

Second-Story Restrictions in the RD District:

In 2023, the Town Council adopted ordinance revisions to discourage oversized single-family home development on the West Island, located within the RD district. These changes introduced second-story building area limitations to reduce visual massing and protect the architectural character of the neighborhood.

Although the Code permits applicants to request waivers from these restrictions, the authority to grant such waivers rests solely with the Town Council. The proposed amendment to Section 23-11 reinforces this by explicitly stating that the DRB shall not review or approve any floor plans associated with second-story waiver requests. This clarification removes ambiguity and ensures that all such waivers are considered only through the formal Town Council process.

Garage Area Limitations in the RD District:
In conjunction with second-story limits, the proposed amendments establish a new regulation for garage development in the RD district. Specifically, the total enclosed area of any garage shall not exceed 30 percent of the gross floor area of the first (ground) floor of the main residence, as measured inside exterior walls. This standard applies to all garage space, including both attached and detached structures, and includes both air-conditioned and non-air-conditioned garages.

This limitation is intended to prevent the construction of disproportionately large garage structures and to promote residential designs that reflect the intended scale and character of the RD zoning district.

EXECUTE

Upon Town Council approval, Section 23-11 of the Town Code will be updated to reflect these changes. Staff will revise all relevant internal procedures, application forms, and informational materials to incorporate the clarified review authorities and new development standards. Outreach efforts will include formal notification to property owners, design professionals, and applicants, highlighting the following:

- Only the Town Council may grant second-story building area waivers in the RD district.
- Garage areas in the RD district may not exceed 30 percent of the gross floor area of the first floor of the main residence.
- Clear guidance materials will be distributed to assist applicants in complying with these updated regulations and to reduce the likelihood of errors during the review process.

CONCLUSION

The proposed amendments to Section 23-11 of the Town Code clarify that second-story modifications in the RD district are no longer subject to Design Review Board approval and may only be allowed with specific architectural enhancements to reduce visual massing. The addition of a garage area limitation further supports proportional residential design and strengthens the Town's ability to regulate development that aligns with neighborhood

character. Staff recommend approval of these amendments to ensure greater transparency, consistency, and accountability in zoning administration.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. 1st Reading Draft Ordinance

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 23-11 ENTITLED "LAND DEVELOPMENT REGULATIONS" RELATED TO SECOND FLOOR BUILDING AREA WAIVERS AND TO ESTABLISH GARAGE AREA LIMITATIONS IN THE RD (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT; 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, the Town Council desires to amend the Town's Zoning and Planning Code to clarify that second-story building area waivers in the RD District may only be granted by the Town Council and limiting the total enclosed area of a garage to no more than 30 percent of the gross floor area of the first (ground) floor of the main residence as measured inside exterior walls in the RD District; 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 23-11 entitled Land Development Regulations, subsections (9) and (10) to clarify that second-story building area waivers in the RD District and setback encroachments in the RM-3 District may only be granted by the Town Council and limiting the total enclosed area of a garage to no more than 30 percent of the gross floor area of the first (ground) floor of the main residence as measured inside exterior walls in the RD District 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 11th day of June, 2025.

PASSED on Second Reading this 13th day of August, 2025.

_____

ISAAC SALVOR, MAYOR

ATTEST:

_____

JANAI POMALES, INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

Sec. 23-11. Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) *RD-Single Family Area:*

(1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

(2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

i. On all lots in the RD-Single Family district: 15 feet from each side property line.

ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.

iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.

iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.

v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.

vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

(7) Building articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc., must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50 percent of the length of all elevations of the main house and any accessory structures.

(8) Open space requirements.

a. Each plot shall provide for a minimum of 35 percent open space at ground level for one-story homes. Each plot shall provide for a minimum of 40 percent open space at ground level for homes with any portion of the home above one story.

b. Each plot shall provide for a minimum of 50 percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the 50-percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

(9) Second story building area restrictions. For residences designed as two-story structures, the second story shall not exceed 80 percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned/non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the ~~design review board~~ Town Council. Notwithstanding the above, ~~the design review board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house façades to break the massing of the structure.~~ modifications to this requirement shall only be allowed where enhanced architectural articulation and exterior façade detailing are incorporated to break the massing of the structure.

(10) Garage area limitations. The total enclosed area of a garage shall not exceed 30 percent of the gross floor area of the first (ground) floor of the main residence, measured inside exterior walls. This percentage includes all garage space, whether attached or detached, and applies to both air-conditioned and non-air-conditioned garage areas.

(B1) *RM-1 Multiple Family Residential district (Waterfront lots).*

The purpose of the district is to provide appropriate land development regulations for the waterfront properties on the eastern island of the town. As the lots abut the wide waterways surrounding the island where no adjacent development occurs, the regulations reflect appropriate development criteria.

(1) *Front yard setback (street frontage).* All lots in the RM-1 Multiple Family zoning district shall have a minimum front yard (street) setback as follows:

a. *Buildings less than 30 feet in height.* Twenty feet.

b. *Buildings less than 45 feet in height.* Twenty-five feet.

c. *Buildings less than 75 feet in height.* Thirty feet.

(2) *Rear yard (waterfront) setback.* All lots in the RM-1 Multiple Family zoning district shall have a minimum rear yard (waterfront) setback of 20 feet.

(3) *Side yard setbacks.* All lots in the RM-1 Multiple Family zoning district shall have minimum side yard setbacks as follows:

a. *Buildings less than 30 feet in height.* Ten feet.

b. For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.

c. Notwithstanding the above provisions for developments on more than one lot the minimum setback from each side lot line shall be equal to ten percent of the street frontage of the lot but not less than ten feet. The maximum required side setback width shall be 22.5 feet.

(4) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the town council may allow portions of the building structure to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural

opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 30 feet in height.

(5) The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet, except as hereinafter provided.

(6) *Maximum building length/breezeways.* A building may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height. The design review board may modify the application of this requirement for townhouse developments or in instances where enhanced architectural articulation and detailing is provided on the building facade to break the massing of the building.

(7) *[Minimum unobstructed distance.]* The minimum distance, unobstructed, between buildings on a lot, plot or parcel of land shall be 20 feet; however, such buildings may be connected by a covered ground level walkway which must be open to the sides.

(8) *[Corner, waterfront lots.]* In the case of corner lots and waterfront lots, side setbacks shall be regarded as those setbacks other than ones abutting streets and water.

(9) *Maximum building height:* No building in the RM-1 Multiple Family area shall exceed the following height limits as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations:

Block 1. Seventy-five feet.

Block 2, Lots 1 through 13, inclusive. Sixty-five feet.

Block 2, Lots 14 through 29, inclusive. Seventy-five feet.

Block 3. Sixty-five feet.

Block 4. Seventy-five feet.

Each building level/story shall be a minimum of nine feet in height from floor to ceiling inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

(10) *Landscape requirements.* Each plot shall provide for a minimum of 20 percent landscaped "green" open space at ground level. An applicant shall be required to submit a detailed landscape plan to the town for consideration at the time of site plan approval. Trees shall be provided to provided shade and accentuate the building design. Shrubs shall be provided as foundation plantings, to screen mechanical equipment and as buffering to adjacent properties. The plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.

(11) *Maximum allowable density.* The maximum allowable base density is 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) shall be 70 dwelling units per acre. Partial units below one-half are rounded down to the nearest whole number. Individual project densities may be increased on a case-by-case basis only through the process described elsewhere in Chapter 23.

(12) *Maximum number of hotel rooms.* The maximum number of hotel rooms shall not exceed 70 rooms per acre.

(13) *Building roof design.* All rooftops of buildings with flat roof decks shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational

facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes. If a flat roof deck is utilized for recreational purposes, a minimum of 15 percent of the area used for such purposes shall be landscaped. For the purposes of this section the term landscaping shall not include swimming pools, decks, patios or other impervious surfaces.

(D) *RM-3 Multiple Family Residential district.*

Purpose. The purpose of the district is to provide appropriate land development regulations for the large waterfront properties (tracts A—F) located on the northern and southern tips of the eastern island of the town. As the platted lots are considerably larger than other multifamily sites in the town and abut wide waterways surrounding the island where no adjacent development occurs, the regulations reflect appropriate development criteria.

(1) *Front yard setback (street frontage).* All lots shall have a minimum front yard (street) setback as follows:

(a) Buildings up to 30 feet in height—Twenty feet.

(b) Buildings up to 45 feet in height—Twenty-five feet.

(c) Buildings up to 75 feet in height—Thirty feet.

(d) For buildings over 75 feet in height as approved under subsection (11) below the front setback dimension shall be negotiated during the site plan process, but shall not be less than 30 feet.

(2) *Rear yard (waterfront) setback>* All lots shall have a minimum rear yard (waterfront) setback of 20 feet.

(3) *Side yard setbacks.* All lots shall have minimum side yard setbacks as follows:

(a) Buildings up to 30 feet in height—Twenty feet.

(b) For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, the maximum required setback shall be 30 feet.

(4) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the ~~design review board~~ Town Council may allow portions of the building structure to encroach into the setback requirements stated above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 30 feet in height.

(5) *Maximum building length.* The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees facing parallel to a street frontage shall not exceed 260 feet, except as hereinafter provided.

(6) *Maximum building length/breezeways.* A building may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height. The design review board may modify the application of this requirement for townhouse development or in instances where enhanced architectural articulation and detailing is provided on the building façade to break the massing of the building. A breezeway is not required on a building constructed on a single platted lot. For the purpose of this section platted lots are those depicted on the subdivision plat of Bay Harbor Island recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County, Florida.

(7) *Minimum distance between structures.* The minimum distance, unobstructed, between buildings on a lot, plot or parcel of land shall be 20 feet; however, such buildings may be connected by a covered ground level walkway which must be open to the sides.

(8) *Maximum building coverage.* The maximum building coverage of any lot shall not exceed 40 percent of the plot area for all principal structures. If an elevated parking garage structure is provided the combined total of all building coverage shall not exceed 60 percent of the plot. An elevated parking garage shall not include any living quarters, meeting rooms or recreational facilities. See section 23-1 for the definition of building coverage.

(9) *Maximum building height.* No building shall exceed 75 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations, unless otherwise approved by the town residents and town council in accordance with section 86 of the Town Charter, but in no case more than 120 feet in height, which includes the primary building, parking garage or any other accessory structure, but does not include rooftop mounted structures as defined in subsection 23-12(25). The town council reserves the right, as part of any consideration to allow a building to exceed 75 feet in height, to require site plan modifications, project mitigation and/or tradeoffs (including but not limited to off-site improvements, on-site improvements, pedestrian walkways, enhanced view vistas to adjoining waterways, etc.).

Each building level/story shall be a minimum of nine feet in height from floor to ceiling, inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

(10) *Building roof design.* All rooftops of buildings with flat roof decks, including parking garage roof decks, shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes. If a flat roof deck is utilized for parking or recreational purposes, a minimum of 15 percent of the area used for such purposes shall be landscaped. For the purposes of this section the term landscaping shall not include swimming pools, decks, patios or other impervious surfaces.

(11) *Landscape requirements.* Each plot shall provide for a minimum of 20 percent landscaped "green" open space at ground level. An applicant shall be required to submit a detailed landscape plan to the town for consideration at the time of site plan approval. Trees shall be provided to provided shade and accentuate the building design. Shrubs shall be provided as foundation plantings, to screen mechanical equipment and as buffering to adjacent properties. The plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.

(12) *Maximum allowable density.* The maximum allowable base density is 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) is 80 dwelling units per acre. If the Town approves a development with a height exceeding 75 feet in accordance with the Town Charter provisions, the maximum density shall be as determined at the time of Site Development Plan/TDR approval. Partial units below one-half are rounded down to the nearest whole number. Individual project density may be increased on a case-by-case basis only through the process described in Chapter 23.

(13) *Interpretation of side lot lines.* Side setbacks shall be regarded as those setbacks other than ones abutting streets and water.

(14) *Vested rights.* Notwithstanding the above regulations, for those developments existing as of December 10, 2002, when section 86 of the Town Charter was approved by the town voters that established a maximum building height for any new building of 75 feet, the existing residential density, building height, lot coverage, building setbacks and other land development regulations are vested and may continue so long the owners elect to maintain the development as originally approved. If the existing

development is damaged by a natural disaster, fire or flooding to the extent of 50 percent or more of the assessed value of the building improvements when the damage occurs, and the owners voluntarily elect to demolish and rebuild the project, the subsequent new development shall comply with all current land development regulations, except existing building height and residential density, which shall continue to be vested without the need to acquire TDR units. However, in no event shall the new development be greater in density or height than the development being replaced, unless TDR units are acquired or pursuant to section 86(1) of the Town Charter.

(15) *Parking garage structures.* For any redevelopment of an existing RM-3 site after the effective date of Ordinance No. 907, not less than 90 percent of the required parking spaces shall be contained within a fully enclosed parking garage structure. The portion of a parking garage structure above finished grade shall be substantially screened from view from adjoining roads and adjacent properties. This shall not prohibit the parking garage structure driveway openings from being visible from an adjoining street. The exterior building façade of any parking garage structure not substantially screened by earthen berming, planters and adequate landscaping materials shall incorporate the same architectural features and elements on the main building façade to disguise the parking garage structure.

(E) *CA-Causeway Area.*

(1) No restrictions.

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Janai Pomales, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	August 13, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of ordinances Chapter 23-5 Use regulations B-1 to permit "Automobile Showroom"

RECOMMENDATION

Staff recommend that the Town Council approve the attached Ordinance amending the Code of the Town of Bay Harbor Islands to permit "Automobile Showroom" as a new allowable use within the B-1 Business District, subject to strict operational, spatial, and design criteria.

BACKGROUND

For over 50 years, the Town of Bay Harbor Islands was home to a long-standing automobile dealership that served the surrounding community. While the dealership eventually closed, it left a legacy that remains part of the Town's commercial history.

These proposed showrooms are not intended to function as traditional car dealerships. Instead, they are designed to operate as low-impact, boutique-style spaces where automobiles may be displayed and sold by appointment.

Test driving is limited to Kane Concourse (between West Bay Harbor Drive and East Bay Harbor Drive) and East Bay Harbor Drive (between 95th Street and Kane Concourse), and

is prohibited during school zone hours. No test driving is allowed outside of these specified areas.

Currently, the Town Code does not permit automobile showrooms in any zoning district. In response to interest from prospective businesses, and in keeping with the Town's desire to maintain its character and walkable business environment, staff has drafted an ordinance to allow and regulate "Automobile Showroom" as a permitted use in the B-1 Business District. The ordinance establishes strict standards for operations, design, signage, and location to ensure that the use complements the Town's existing commercial landscape without introducing the impacts associated with a traditional dealership.

ANALYSIS

The proposed ordinance defines Automobile Showroom as a facility for the display and sale of automobiles and related items, subject to the following key conditions:

- Indoor Use and Size Limitations:
  The entire use must be located indoors within a completely enclosed building, and the showroom shall not exceed 6,000 square feet in total area.

- Test driving is restricted to specific corridors (noted above) and is prohibited during school zone hours.

- Visibility and Design Standards:
  Showrooms must include window displays or other forms of fenestration that provide clear visibility of the interior from the public right-of-way. This ensures architectural compatibility and enhances the pedestrian experience.

- Ancillary Sales Restrictions:
  Automobile-related items such as accessories, tools, or related merchandise are permitted but may occupy no more than 10% of the gross floor area of the building. This maintains the primary function as a vehicle display and sales establishment.

- Parking and Storage Limitations:
  - No more than five (5) vehicles may be stored on-site at any time. "Stored" is defined as any vehicle remaining on the property for more than 24 consecutive hours.

  - Inventory vehicles may not be parked in the public right-of-way or on any property not under the control of the business operator.

  - Visitor parking is allowed, provided vehicles do not remain on-site beyond the permitted 24-hour threshold.

- Separation Requirement:
  To prevent clustering of showrooms, there must be a minimum 1,500-foot straight-line distance between any two automobile showroom uses, measured from property line to property line.

- Prohibited Services:

- No automobile repair, maintenance, enhancement, or car wash services are permitted on-site. This ensures the use remains consistent with a showroom-only concept.

- Signage Standards:
  The use of flags, banners, plastic, vinyl, or fabric signage is prohibited. All signage must comply with the Town's broader sign code to maintain a clean and consistent streetscape.

CONCLUSION

This ordinance establishes a narrowly tailored commercial use that fits within the Town's aesthetic and planning vision. It introduces a modern, curated business model that expands the Town's retail diversity while maintaining its tranquil, walkable atmosphere. With strong controls over size, operations, signage, and location, the proposed Automobile Showroom use presents an economic opportunity with minimal disruption to the Town's existing character.

Staff recommends approval of the ordinance on second reading to add "Automobile Showroom" as a permitted use in the B-1 Business District, subject to the regulatory framework outlined above.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1ST Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE AN AUTOMOBILE SHOWROOM FOR DISPLAY AND SALES AND PROVIDING REGULATIONS WITH RESPECT THERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to modify the types of land uses permitted in the B-1 Business District to specially include automobile showroom sale display and sale of automobiles; 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: That 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 amend Section 23-5 to modify the list of Permitted Uses in the B-1 Business District to include automobile showroom for vehicles display and sales and to provide regulations with respect thereto, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

Section 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 13th day of August, 2025.

PASSED on Second Reading this TBA

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
JANAI POMALES, INTERIM 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:

CHAPTER23 ZONING

AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

   a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

(2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.

(3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.

(4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

(7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

(8) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.

(9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.

(10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

(11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

(12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

(13) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.

(14) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

(15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

(a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

(b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

(c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

(d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).

(e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

(f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

(g) No bright lights, globes, strobes or flashing lights shall be permitted.

(h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

(i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

(16) Automobile Showroom: An establishment for the display and sale of automobiles and automobile related items. The following regulations shall apply:

a) Indoor Use and Operational Limitations. The automobile showroom shall be located entirely within an enclosed building and shall not exceed 6,000 square feet in total area. The display and sale of vehicles shall be limited to automobiles only. Test driving is limited to Kane Concourse (between West Bay Harbor Drive and East Bay Harbor Drive) and East Bay Harbor Drive (95th Street and Kane Concourse). All test drives shall exit the garage via a left turn onto 95th Street. Test driving will be prohibited during the school zone hours.

b) Display Visibility. The establishment must include window displays or other forms of fenestration that provide public visibility of the automobiles and related items from outside the building.

c) Automobile related items, including but not limited to accessories, tools, or merchandise directly associated with the sale, shall not occupy more than ten percent (10%) of the gross floor area of the principal structure. The gross floor area shall be calculated based on the total enclosed floor space within the building, excluding outdoor areas, storage yards, and parking lots

d) Parking Restrictions.

i. No more than five (5) vehicles may be stored on the premises at any given time. For the purposes of this subsection, "stored" shall mean any vehicle remaining on-site for more than twenty-four (24) consecutive hours, whether operational or not. This restriction applies to all vehicles associated with the use of property. Temporary visitor parking shall not be considered vehicle storage, provided such vehicles do not remain on-site beyond the permitted time frame.

ii. Inventory vehicles may **not** be parked or stored on the public right-of-way or on any property not under the control of the business operator.

e) Distance Separation Requirement. An automobile showroom shall not be permitted unless there is a minimum distance of one thousand five hundred (1,500) feet between the closest points of the property lines of the proposed site and any other lot or parcel that contains an existing automobile showroom use. The distance shall be measured in a straight line, without regard to intervening structures, streets, or parcels, from the nearest point on the property line of the proposed use to the nearest point on the property line of the existing use.

f) Prohibited Services. No automobile repair, maintenance, car washing, or any other vehicle service operations shall be conducted on-site. The installation of parts or any form of maintenance, enhancement, or modification of automobiles is strictly prohibited on the premises.

g) Signage Limitations. The use of flags, banners, plastic, vinyl, fabric signage, or any other non-permanent signage is strictly prohibited. Only signage permitted under Chapter 17, Article II of the Town Code shall be allowed.

(17) *Prohibited uses.* In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; ~~the sale~~, leasing, rental, ~~display,~~ or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

(Ord. No. 108, § 5, 6-10-57; Ord. No. 125, § 1, 1-12-59; Ord. No. 287, § 1, 1-13-75; Ord. No. 699, § 1, 3-11-02; Ord. No. 747, § 3, 8-16-04; Ord. No. 794, § 1, 4-10-06; Ord. No. 7997, § 1(Exh. A), 7-10-06; Ord. No. 893, § 1(Exh. A), 11-9-09; Ord. No. 915, § 1(Exh. A), 8-8-2011; Ord. No. 931, § 1(Exh. A), 3-12-2012; Ord. No. 963, § 1(Exh. A), 4-7-14;Ord. No. 1002, § 1(Exh. A), 11-14-16; Ord. No. 1003, § 1(Exh. A), 11-14-16; Ord. No. 1030, § 2(Exh. A), 4-18-2019)

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 13.

ITEM: An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to $425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. (Town Manager).

DESCRIPTION:
An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to $425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller, and Council Member Robert Yaffe.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
The proposed ordinance increases the monthly retiree health subsidy for police officers from $375 to $425 for those retiring on or after October 1, 2025. According to the October 1, 2024, actuarial valuation, this change will result in an estimated increase of $6,331 in the Town's minimum required contribution for the police officers' portion of the retirement plan in FY 2025–2026. This represents an increase from 2.46% to 2.73% of payroll.

There is no financial impact to the current FY 2024–2025 budget, as the change becomes effective in the following fiscal year.

BUDGET IMPACT:

Submitted By: Sandra Siefken, Finance Director

ATTACHMENTS

1.	Police CBA Subsidy Amendment (V1 30July2025)
2.	ImpactStatement_Ordinance_2025PolicePortion_SubsidyIncrease

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, ARTICLE IV, RETIREMENT BENEFITS, SECTION 16-40, SCHEDULE, TO INCREASE THE MONTHLY RETIREMENT SUBSIDY TO $425.00 IN ACCORDANCE WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE BARGAINING REPRESENTATIVE OF THE POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town of Bay Harbor Islands and the South Florida Police Benevolent Association was recently adopted and ratified; and

WHEREAS, the collective bargaining agreement provides for the amendment of the Town of Bay Harbor Islands Employees Retirement System by increasing the monthly Retirement Subsidy provided therein to $425.00.; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes.

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

Section 1. That Chapter 16, Retirement System, Article IV, *Retirement Benefits,* Section 16-40, Schedule, Subsection (d), Retirement Subsidy, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-40. Schedule.

The retirement benefits for members shall be as follows:

[…]

(d) *Retirement subsidy:* Notwithstanding any other provision of this article, those police officers retiring after October 1, 2005 and general employees retiring after October 1, 2007, and having attained normal retirement age shall be entitled to a vested percentage, as set forth under normal retirement criteria, of a monthly retirement subsidy of $350.00 until attaining the age of 65. This retirement subsidy is intended to be used by police officer and general employee retirees for payment of health insurance premiums but is not contingent upon such use. Members that terminate employment with the town and elect to withdraw their contributions shall not be entitled to receive such retirement subsidy. Effective October 1, 2014 for police officers and October 1, 2015 for General employees, the monthly retirement subsidy shall be increased to $375.00. Effective October 1, 2025 for police officers, the monthly retirement subsidy shall be increased to $425.00.

[…]

Section 2. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this _____ day of _____, 2025.

PASSED and ADOPTED on Second Reading on this _____ day of _____, 2025.

_____
ISAAC SALVER
TOWN MAYOR

ATTEST:

_____
EVELYN HERBELLO
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
TOWN ATTORNEY

TOWN OF BAY HARBOR ISLANDS
EMPLOYEES RETIREMENT SYSTEM

IMPACT STATEMENT FOR ORDINANCE NO. _____

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

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

> *Solely with respect to police officers who retire on or after October 1, 2025, the retirement subsidy has been increased from $375.00 per month to $425.00 per month.*

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

_____

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2024 actuarial valuation. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 0.27% of payroll, or by $6,331 for the 2025/26 fiscal year (assuming that the ordinance had been effective as of October 1, 2024).

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

Police Officers' Portion Of the Plan	**As of October 1, 2024 (Old Plan Provisions)**	**As of October 1, 2024 (New Plan Provisions)**
Present value of future expected benefit payments:		
for active participants		
retirement benefits	$ 14,378,006	$ 14,413,695
termination benefits	801,662	804,896
disability benefits	91,061	91,270
death benefits	26,261	26,261
return of contributions	33,988	33,988
sub-total	$ 15,330,978	$ 15,370,110
for deferred vested participants	$ 673,717	$ 673,717
for retired participants and beneficiaries		
retired (other than disab.) & benef.	$ 3,386,836	$ 3,386,836
disabled retirees	0	0
sub-total	$ 3,386,836	$ 3,386,836
total	$ 19,391,531	$ 19,430,663
Entry age normal accrued liability:		
for active participants		
retirement benefits	$ 10,500,733	$ 10,524,013
termination benefits	443,972	445,749
disability benefits	45,594	45,691
death benefits	14,458	14,458
return of contributions	19,698	19,698
sub-total	$ 11,024,455	$ 11,049,609
for inactive participants	$ 4,060,553	$ 4,060,553
total	$ 15,085,008	$ 15,110,162
Actuarial value of assets	(15,329,364)	(15,329,364)
Unfunded accrued liability	$ (244,356)	$ (219,202)
Actuarial present value of accrued benefits	$ 13,725,465	$ 13,764,400
Present value of active participants':		
Future salaries	$ 11,630,976	$ 11,630,976
Future contributions	$ 930,479	$ 930,479
Present value of future contributions from the employer (including expense loading)	$ 3,247,998	$ 3,287,130
Total annual compensation (2025/26 FY)	$ 2,359,608	$ 2,359,608
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	$ 787,747	$ 789,720
Amortization payment	(37,122)	(33,301)
Interest adjustment	11,787	12,324
Employee contribution	(181,508)	(181,508)
Total	$ 580,904	$ 587,235
(% of payroll)	*24.62%*	*24.89%*

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

Respectfully submitted,

Charles J. Carr/cg.

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 23-04927

8-5-25

Date signed

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 14.

ITEM: An Ordinance on First Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no Financial Impact for FY 2024-2025. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 3.20% of payroll, or by $75,583 for the 2025/26 fiscal year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
N/A					$0.00

Submitted By: Janai Pomales, Deputy Town Clerk

ATTACHMENTS

1.	Town Manager Ordinance Amendment (15May2025)
2.	ImpactStatement_Ordinance_2025PolicePortion

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, AMENDING ARTICLE II, ELIGIBILITY AND MEMBER CONTRIBUTIONS TO PROVIDE AN ELECTION FOR AN INCREASED CONTRIBUTION RATE FOR MEMBERS WHO ARE APPOINTED TO SERVE AS TOWN MANAGER; AMENDING ARTICLE III, RETIREMENT DATES TO PROVIDE A NORMAL RETIREMENT DATE RELATED TO SAID ELECTION; AMENDING ARTICLE IV, RETIREMENT BENEFITS, TO PROVIDE A BENEFIT RATE RELATED TO SAID ELECTION; AMENDING ARTICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands intends to revise the Town of Bay Harbor Islands Employees Retirement System ("Retirement System") to amend certain conditions relating to the participation of the Town Manager in the Retirement System; and

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes.

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

Section 1. That Chapter 16, **Retirement System, Article II**, *Eligibility and Member Contributions*, **Section 16-20, Persons eligible and persons ineligible**, of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

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

(a) All full-time, salaried or hourly paid general employees (except as provided below with respect to the town manager) and police officers initially employed on or after October 1, 1980, shall become members of the retirement system upon the completion of one year of continuous employment. All full-time, salaried or hourly paid general employees and

police officers as of September 30, 1980, and who are not as of such date members in the retirement system shall be eligible for membership at any time on or after the completion of one year of continuous employment, with membership service to include the one year period prior to commencement of member contributions.

(b) ~~The town manager~~ A town manager who is not a member of the Retirement System on the date of his or her appointment may, within six calendar months after appointment to that position ~~may~~ make a one-time irrevocable election to participate ("opt in") in the retirement system by delivering a written notice thereof, dated and signed as town manager, to the retirement system and town finance officer. The town manager's election to opt in shall be subject to approval by the town council. Should the town manager elect to opt in, and such election be approved by town council, the years or fractional parts of years accrued as town manager shall be added to the member's years of credited service under the following terms and conditions:

(1) The member contributes to the retirement system the full actuarial cost of all service credits, including the first year of employment, purchased hereunder.

(2) The purchase of credited service under this subsection by a member shall be paid in full no later than the December 31 prior to retirement in accordance with the terms, rules, procedures and regulations established by the board of trustees. If full payment is not made prior to the December 31 prior to retirement, then the member, upon retirement, shall not receive credited service for the actuarial equivalent of the balance owed.

(3) Payment for the benefits provided in this section may be made in one or more of the following manners:

~~(a)~~(I) Cash lump sum payment.

~~(b)~~(II) Direct rollovers or member rollover contributions from other plans. The fund will accept either a direct rollover of an eligible rollover distribution or a member contribution of an eligible rollover distribution from a qualified plan described in section 403(a) of the Internal Revenue Code, from an annuity contract described in section 403(b) of the Internal Revenue Code, or from an eligible plan under section 457(b) of the Internal Revenue Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The retirement system will also accept a member rollover contribution of the portion of a distribution from a qualified plan described in section 401(a) of the Internal Revenue Code, or from an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, that is eligible to be

rolled over and would otherwise be includible in the member's gross income.

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

(d) Effective [date], a current police officer member who is subsequently appointed to the position of town manager, and who does not opt-out of the Retirement System as provided for in subsection (c), may elect, within sixty days of the expiration of the opt-out period as provided in subsection (c), to contribute to the Fund at an increased mandatory employee contribution rate as provided in Sections 16-21(c) in exchange for an increased benefit multiplier and potentially earlier normal retirement date with respect to their Credited Service as the town manager. In the case of such an election, the normal retirement date and the benefit rate determined in accordance with sections 16-30(a)(3) and 16-40(a)(2), respectively, shall apply with respect to all years of Credited Service accrued as town manager. The election of the higher contribution rate shall be irrevocable and shall apply to all years of Credited Service as the town manager.

(e) The following shall not be eligible for participation in the retirement system:

~~(a)~~(1) Members of the town council;

~~(b)~~(2) Elected officials;

~~(c)~~(3) Independent contractors;

~~(d)~~(4) All other persons not falling within the prescribed categories of persons eligible for membership.

Renewed participation window for town manager: Within six calendar months after enactment of this ordinance [Ord. No. 993, adopted on August 8,2016], the town manager may make a one-time irrevocable election to participate ("opt in") in the retirement system. Any such election shall be made in the manner set forth above, and shall be subject to all terms and conditions set forth in this section.

Section 2. That Chapter 16**, Retirement System, Article II,** *Eligibility and Member Contributions,* **Section 16-21, Required and voluntary member contributions,** of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby

amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-21. Required and voluntary member contributions.

(a) *Mandatory contribution rate:* Except as provided in subsection (c), ~~It~~ it shall be mandatory for all general employee members of the system to contribute to the fund at the minimum rate of two percent of their compensation. For police officer members of the system, it shall be mandatory to contribute to the fund at a minimum rate of two percent of their compensation prior to October 1, 2005. Effective October 1, 2005, it shall be mandatory for police officer members of the system to contribute to the fund at the rate of seven percent of their compensation. Effective October 1, 2006, it shall be mandatory for police officer members of the system to contribute to the fund at the rate of eight percent of their compensation. Such contributions shall be deposited into the fund each pay period.

(1) Notwithstanding paragraph (a) above, a police officer member may, solely at the member's option, elect to contribute to the system at the rate of eight percent of the member's compensation retroactively to October 1, 2002.

(2) Police officer members that opt to contribute said eight percent retroactively shall be allowed up to a maximum of 36 months from October 1, 2010, (i.e. October 1, 2013) to pay all amounts necessary, as determined by the actuary, to fulfill this requirement.

(3) Police officer members that have already contributed in excess of eight percent of the police officer member's compensation since October 1, 2002 shall have such excess amounts refunded to member in full.

(b) *Additional voluntary contributions:* General employee members (except town managers contributing in accordance with subsection (c)) desiring to increase their benefit accrual rate for membership service may at their individual discretion, elect to make additional, voluntary contributions to the fund such that the total amount will be any full percentage rate from three percent to ten percent. Police officer members may not make additional voluntary contributions after October 1, 2005.

(c) Contributions for elections in accordance with Subsection 16-20(d): It shall be mandatory for a town manager who makes an election in accordance with subsection 16-20(d), to contribute to the Fund at the rate of eight percent of their Compensation. No additional voluntary contributions as otherwise described herein shall be permissible.

~~(c)~~(d) *Payroll deduction:* ~~The town shall cause to be deducted from the compensation of each member for~~ At each payroll period the proper

contribution authorized and payable by the respective members for such payroll period shall be picked-up by the Town in accordance with Section 414(h) of the Internal Revenue Code.

Section 3. That Chapter 16**, Retirement System, Article III,** *Retirement Dates,* **Section 16-30, Schedule,** subparagraph (a), *Normal retirement date,* of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-30. Schedule.

The respective retirement dates for members shall be as follows:

(a) *Normal retirement date:* Normal retirement date shall be the first day of the month coincident with or next following ~~the earliest of~~:

(1) For general employees (except as provided in Paragraph (3)), the earlier of: the member's fifty-second birthday and the completion of 20 years of credited service; or the member's fifty-fifth birthday and the completion of ten years of credited service; or the member's sixty-fifth birthday without regard to length of credited service.

(2) For police officers, the earlier of: the member's fiftieth birthday and the completion of 20 years of credited service; or the member's fifty-fifth birthday and the completion of ten years of credited service; or the member's sixty-fifth birthday without regard to length of credited service.

(3) For town managers who make an election in accordance with Section 16-20(d), the completion of twenty years of Credited Service, regardless of age.

Section 4. That Chapter 16**, Retirement System, Article IV,** *Retirement Benefits,* **Section 16-40, Schedule,** subparagraph (a), of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-40. Schedule.

The retirement benefits for members shall be as follows:

(a) Benefit Rates

(1) Normal retirement benefit: The monthly normal retirement benefit for general employees (except as provided in Paragraph (2)) shall be an amount equal to one-twelfth of one and one-quarter percent of average final compensation times all years of credited service; provided, that with regard to general employees who were employed and accruing credited service on October 1, 2015, the benefit rate shall be increased as follows: to one and one-half percent (1.50%) for all credited service earned from October 1, 2010 to September 30, 2016, and to one and three-quarters percent (1.75%) for all credited service earned on or after October 1, 2016. The monthly normal retirement benefit for police officers shall be an amount equal to one-twelfth of one and three-quarters percent of average final compensation times all years of credited service; provided, that effective October 1, 2005, said retirement benefit for police officers shall be increased to a total of three percent for years of credited service on or after October 1, 2005, and effective October 1, 2006, said retirement benefit for police officers shall be increased to a total of three and one-quarter percent (3.25%) for years of service on or after October 1, 2006, and effective October 1, 2014 said retirement benefit for police officers shall be increased to a total of three and one-half percent (3.50%) for years of service on or after October 1, 2014; however, as regards general employee members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table, and as regards police officer employees who made voluntary, additional contributions with respect to credited service prior to October 1, 2005, the benefit percentage accrual rate shall be as shown in the following table for credited service prior to October 1, 2005:

Total Contribution Rate Including Voluntary Contributions[1]	Benefit Accrual Rate					
	Prior Service		Membership Service[2]			
	General	Police	General			Police
			Service Prior to 10/1/10		Service from 10/1/10 to 09/30/2016	Service on or after 10/1/16
2%			1.250%	1.500%	1.750%	1.750%
3			1.375%	1.625%	1.875%	1.875%
4			1.500%	1.750%	2.000%	2.000%
5			1.625%	1.875%	2.125%	2.125%
6	1.250%	1.750%	1.750%	2.000%	2.250%	2.250%
7			1.875%	2.125%	2.375%	2.375%
8			2.000%	2.250%	2.500%	2.500%
9			2.125%	2.375%	2.625%	2.625%
10			2.250%	2.500%	2.750	2.750%

[1] The added, voluntary rates produce an increase in the benefit accrual rate as respects membership service only and only during such period as the particular contribution rate is in effect.

[2] Prior Service: Credited service prior to effective date (10/1/69). Membership Service: Credited service subsequent to effective date (10/1/69).

Notwithstanding anything in this subsection ~~paragraph~~ (a) ~~above~~ to the contrary, in accordance with subsection 16-21(a) herein, in the event that a police officer member elects to contribute eight percent of the police officer member's compensation retroactively to October 1, 2002, and has fully paid such amount by or before October 1, 2013, said police officer member's retirement benefit multiplier shall be increased to three and one-quarter percent and applied for pension purposes retroactively to all accrued credited service beginning as of October 1, 2002.

(2) In the case of a town manager who makes an election in accordance with subsection 16-20(d), the monthly normal retirement benefit shall be an amount equal to such member's benefit rate, including both as a police officer and town manager as described here, times their average final compensation times all years of Credited Service, including prior police officer member service and service accrued as a town manager. In such instances, the benefit rate for all Credited Service accrued as a town manager shall be four percent (4%). For the avoidance of doubt, a town manager who makes an election in accordance with subsection 16-20(d) shall have their prior police officer member Credited service included for vesting and final benefit calculation purposes accordingly.

Section 5. That Chapter 16, **Retirement System, Article IV**, Retirement Benefits, **Section 16-83, Deferred retirement option plan (DROP) for sworn employees**, subsection (2), *Eligibility,* of the Code of Ordinances of the Town of Bay Harbor Islands, is hereby amended by adding the following underlined language and deleting the stricken language as follows:

Sec. 16-83. - Deferred retirement option plan (DROP) for sworn employees.

(1) *Created:* There is hereby created a deferred retirement option ("DROP") plan.

(2) *Eligibility:* Any member is eligible to enter the DROP on or after his or her normal retirement date as defined in section 16-30. Pursuant to Sec. 16-20(d), a former police officer member who has been appointed to the position of town manager and elected not to opt out, shall remain eligible for participation in the DROP, as described herein, upon attainment of their respective normal retirement date defined in Sec. 16-30(a)3.

Section 6. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 7. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 8. 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 9. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____, 2025.

PASSED and ADOPTED on Second Reading on this ___ day of _____, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
YVONNE P. HAMILTON
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

JOSEPH S. GELLER
TOWN ATTORNEY

TOWN OF BAY HARBOR ISLANDS
EMPLOYEES RETIREMENT SYSTEM

IMPACT STATEMENT FOR ORDINANCE NO. _____

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

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

> *Solely with respect to a police officer who is promoted to Town Manager, the ordinance provides for normal retirement upon the attainment of 20 years of service regardless of age and for a 4% benefit formula multiplier with respect to service earned as the Town Manager and such Town Manager is required to contribute 8% of their pensionable earnings during the period that they serve as Town Manager.*

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

_____

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2024 actuarial valuation. The ordinance is estimated to increase the annual contribution required from the Town for the police officers' portion of the plan by 3.20% of payroll, or by $75,583 for the 2025/26 fiscal year (assuming that the ordinance had been effective as of October 1, 2024).

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

Police Officers' Portion Of the Plan	**As of October 1, 2024 (Old Plan Provisions)**	**As of October 1, 2024 (New Plan Provisions)**
Present value of future expected benefit payments:		
for active participants		
retirement benefits	$ 14,378,006	$ 14,464,407
termination benefits	801,662	665,321
disability benefits	91,061	75,912
death benefits	26,261	20,194
return of contributions	33,988	33,988
sub-total	$ 15,330,978	$ 15,259,822
for deferred vested participants	$ 673,717	$ 673,717
for retired participants and beneficiaries		
retired (other than disab.) & benef.	$ 3,386,836	$ 3,386,836
disabled retirees	0	0
sub-total	$ 3,386,836	$ 3,386,836
total	$ 19,391,531	$ 19,320,375
Entry age normal accrued liability:		
for active participants		
retirement benefits	$ 10,500,733	$ 10,890,468
termination benefits	443,972	333,945
disability benefits	45,594	33,577
death benefits	14,458	9,634
return of contributions	19,698	19,698
sub-total	$ 11,024,455	$ 11,287,322
for inactive participants	$ 4,060,553	$ 4,060,553
total	$ 15,085,008	$ 15,347,875
Actuarial value of assets	(15,329,364)	(15,329,364)
Unfunded accrued liability	$ (244,356)	$ 18,511
Actuarial present value of accrued benefits	$ 13,725,465	$ 14,092,510
Present value of active participants':		
Future salaries	$ 11,630,976	$ 10,844,679
Future contributions	$ 930,479	$ 867,574
Present value of future contributions from the employer (including expense loading)	$ 3,247,998	$ 3,239,747
Total annual compensation (2025/26 FY)	$ 2,359,608	$ 2,359,608
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	$ 787,747	$ 817,245
Amortization payment	(37,122)	2,812
Interest adjustment	11,787	17,938
Employee contribution	(181,508)	(181,508)
Total	$ 580,904	$ 656,487
(% of payroll)	*24.62%*	*27.82%*

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

Respectfully submitted,

Charles T. Carr/cz

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 23-04927

7-2-25

Date signed

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Janai Pomales, Interim Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	August 13, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of Ordinances to Create Article VII of Chapter 23, Establishing Survey Requirements for New Construction, Additions, and Site Modifications.

RECOMMENDATION

Staff recommend that the Town Council approve the attached ordinance by amending the Code of the Town of Bay Harbor Islands to establish survey requirements for new construction, additions, and site modifications. This ordinance will ensure proper site verification and compliance with building and drainage regulations throughout the development process.

BACKGROUND

The Town of Bay Harbor Islands has experienced ongoing challenges with new construction projects, particularly regarding accessory structures not meeting required setbacks. In several instances, structures such as pool decks, mechanical equipment pads, or detached buildings were built in noncompliance with the Town's zoning code sometimes only discovered after the foundation was laid or construction completed.

These discrepancies have resulted in difficult enforcement situations, where structures are already built but do not conform to the approved site plans or Town Code. This puts the Town in a problematic position, caught between enforcing regulations and navigating corrective measures with property owners after substantial work has already occurred.

A major contributor to these issues is the lack of clearly defined survey requirements at key stages of the construction process. While surveys are typically submitted with permit applications, there has been no formal requirement in the Town Code mandating updated or post-construction surveys. As a result, errors in layout or grading are often not caught early enough to be corrected without significant cost or delay.
To address this, Town staff have prepared an ordinance that establishes standardized survey requirements for pre-construction, foundation, and post-construction phases, along with topographic surveys for projects impacting drainage. These requirements will provide the Building Department with accurate, timely documentation throughout the life of a project helping to ensure code compliance, minimize costly errors, and protect the Town from avoidable enforcement conflicts.

ANALYSIS

The proposed ordinance creates a new Article VII in Chapter 23 of the Town Code and establishes the following types of required surveys, each with clearly defined timing and content standards:

- **Pre-construction Survey**
  Submitted before any exterior improvements or site alterations are permitted. Must be drafted within six (6) months of the permit application unless verified by affidavit. Must show boundaries, setbacks, structures, impermeable surfaces, and fences.
- **Foundation Survey**
  Required for any structure with a foundation area of 100 square feet or more. Submitted prior to slab placement and dry-in inspection. Must confirm form board layout, floor elevation, setbacks, and street elevation to ensure proper placement and grading.
- **As-Built Survey**
  Submitted prior to issuance of a Temporary Certificate of Occupancy (T.C.O.) or Certificate of Occupancy (C.O.). Confirms compliance with approved site and grading plans and all applicable setbacks.
- **Topographic Survey**
  Required for any work that modifies drainage, including pools, slabs, berms, or swales. Must show final elevations and be submitted alongside the As-Built Survey to ensure proper drainage functionality before final project approval.

All surveys must be prepared, signed, and sealed by a Florida-licensed land surveyor in accordance with state law and Town standards.

CONCLUSION

This ordinance strengthens the Town's ability to ensure that new development proceeds in compliance with zoning, building, and stormwater regulations. It promotes consistency, reduces the likelihood of construction errors, and protects adjacent properties from unanticipated drainage impacts. By requiring updated and verifiable survey data at each critical stage of development, the Town can more effectively monitor construction, enforce setbacks, and ensure long-term resiliency of site improvements.

Staff recommends approval of the ordinance on second reading to formally adopt the survey requirements for new construction, additions, and site modifications.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1ST Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING SECTION 23-80 THROUGH SECTION 23-82 TO THE ZONING AND PLANNING CODE TO REQUIRE THE SUBMISSION OF A SURVEY PRIOR TO THE ISSUANCE OF CERTAIN DEVELOPMENT PERMITS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to require the submission of a survey prior to the issuance of certain development permits; 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: That 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 add Section 23-80 through Section 23-82 to require the submission of a survey prior to the issuance of certain development permits, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That any section, paragraph, sentence or word of this Ordinance or the

application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 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 13th day of August, 2025.

PASSED on Second Reading this TBA

_____

ISAAC SALVER
MAYOR

ATTEST:

_____
JANAI POMALES, INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT "A"

ACTICLE VII. Survey Requirements for New Construction Additions and Site Modifications.

Section 23-80.- Definitions.

For the purposes of this article, the following terms shall have the meanings set forth below:

1. **Pre-construction survey**. Also known as a *pre-construction condition survey* or *pre-construction inspection*, this is a detailed assessment of a property and its surrounding area conducted prior to the commencement of any construction activity.
2. **Foundation Survey.** Also referred to as a *form board survey*, this is a type of land survey conducted to ensure the accurate placement of the foundation forms (wood or other materials) before the pouring of concrete.
    a. Any structure with a foundation area of 100 square feet or more must be submitted before the dry-in inspection.
3. **As-Built Survey**. Also known as a post-construction survey, this survey is conducted upon completion of construction to assess the final condition of the property, verify compliance with approved plans and applicable codes, and document any deviations or changes.
4. **Topographic Survey**. A detailed survey of a site that maps both horizontal and vertical dimensions, including natural and man-made features, elevations, contours, and other drainage-related characteristics.

Section 23-81. Survey Requirements.

This section shall apply to all new principal buildings, additions to existing structures, and site modifications that alter drainage patterns within the Town of Bay Harbor Islands. All surveys must be prepared, signed, and sealed by a Florida-licensed professional land surveyor in accordance with applicable state law and Town regulations.

Surveys must be drafted within six (6) months prior to the submission of the permit application to the Town unless otherwise provided below.

1. The Pre-Construction Survey

    Prior to the issuance of any permit for exterior improvements, alterations, or site work on a property, a Pre-construction Survey shall be submitted. The survey shall be prepared by a Florida-licensed land surveyor and shall include, at a minimum:

    a) Property boundaries;

    b) Existing easements and servitudes;

    c) Existing paved areas and impervious surfaces;

    d) All existing structures and setbacks, including sheds, accessory buildings, swimming pools, pool decks, and screen enclosures;

    e) The Pre-Construction Survey shall include, at a minimum:

    f) Existing fence line(s).

2. Foundation Survey.

   For any permitted structure involving a foundation or concrete slab of 100 square feet or more, a foundation survey shall be submitted prior to the placement of the slab and before requesting the dry-in inspection. This survey shall be prepared by a licensed Florida surveyor and shall include the following:

   a) The staked location of the structure on the property;

   b) Rear, front, and side yard setbacks;

   c) The elevation of the lowest habitable floor;

   d) Finished floor elevation of the lowest slab; and

   e) Elevation of the crown of the nearest road.

   No foundation or slab work may proceed until the survey is reviewed and approved by the Building Department. No dry-in inspection shall be approved until the survey is accepted.

3. As-Built Survey.

   Prior to the issuance of a Temporary Certificate of Occupancy (T.C.O.) or Certificate of Occupancy (C.O.), pursuant to Sec.23-14, a final as-built survey must be submitted to and approved by the Building Department. The survey shall confirm compliance with:

   a) Approved site and building plans;

   b) Elevation and grading requirements; and

   c) All applicable setbacks.

4. Topographic surveys**.**

   For any permitted work that alters the existing drainage pattern of a property, including but not limited to installation of slabs, pools, berms, swales, or other drainage features, a topographic survey shall be submitted in addition to the as-built survey.

   This survey must be prepared by a Florida-licensed land surveyor and shall reflect final grading, drainage patterns, elevations, and conformance with approved drainage plans. It must be submitted and approved prior to the issuance of a Certificate of Occupancy (C.O.)

Section 23-82. Enforcement and Compliance

Failure to submit any required survey in accordance with this Article shall constitute a violation of the Town Code and may result in the withholding of inspections, stop work orders, permit revocation, or denial of a Certificate of Occupancy or Completion.

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Deputy Town Manager
CC:	Joseph S. Geller, Esq., Consultant Town Attorney Janai Pomales, Interim Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	August 13, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of ordinances Chapter 23-5 Use regulations B-1 to eliminate the restriction that limits religious institutions to certain floors allowing them on any floor.

RECOMMENDATION

Staff recommends that the Town Council approve the attached Ordinance amending the Code of the Town of Bay Harbor Islands to eliminate the current restriction requiring religious institutions to be located only on the second floor or higher, thereby allowing them on any floor.

BACKGROUND

The Town's current zoning code permits religious institutions only if they are located on the second floor or higher within a building. This restriction has created challenges for religious organizations seeking accessible and functional space for their congregations, particularly in buildings where upper-floor access is limited or cost-prohibitive.

In response to these concerns, and in keeping with the Town's goals of promoting inclusivity, accessibility, and fair land use policy, staff has proposed a code amendment that removes the floor-level limitation for religious institutions. The amendment would allow religious institutions to locate on any floor of a building, including the ground floor, consistent with other assembly uses.

ANALYSIS

Removing the current requirement that religious institutions be located only on the second floor or higher advances several important policy objectives. This change also provides greater flexibility for religious organizations in selecting spaces that meet their functional and operational needs.

CONCLUSION

The proposed ordinance represents a simple but meaningful amendment to the zoning code that removes an unnecessary barrier to religious institutions. By allowing them to locate on any floor of a building, the Town will support more inclusive land use policies while maintaining consistency with accessibility standards and planning best practices.

Staff recommends approval of the ordinance on first reading.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1ST Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO ALLOW RELIGIOUS INSTITUTIONS WITHOUT RESTRICTING THEIR LOCATION TO THE SECOND FLOOR OR HIGHER FLOORS OF BUILDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and the location thereof, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to eliminate the provision restricting the location of “religious institutions” in the B-1 Business District to the second floor or higher floors of buildings; 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: That 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 amend Section 23-5 to eliminate the provision restricting the location of “religious institutions” in the B-1 Business District to the second floor or higher floors of buildings, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

Section 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 13th day of August 2025.

PASSED on Second Reading this TBA

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
JANAI POMALES, INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT "A"

CHAPTER 23

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

(2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.

(3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.

(4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

(7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent

construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

(8) Religious institutions ~~provided with any such use are located on the second floor or higher floors of buildings.~~

(9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.

(10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

(11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

(12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

(13) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.

(14) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

(15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

(a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

(b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

(c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

(d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).

(e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager

may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

(f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

(g) No bright lights, globes, strobes or flashing lights shall be permitted.

(h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

(i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

(16) *Prohibited uses.* In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; the sale, leasing, rental, display, or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 17.

ITEM: Discussion and **Possible** action regarding the redesign of the 92nd Street Park to include a basketball court. Sponsored by Vice Mayor Stephanie Bruder

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 18.

ITEM: Discussion and possible action to enter into a sanitary sewer usage agreement between the Town of Bay Harbor Islands and Indian Creek Village. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no anticipated negative fiscal impact to the Town. Instead, the Town will receive:

- A one-time $310,000 impact fee
- Full reimbursement for construction oversight
- Quarterly payments based on metered sewer use
- Protection from liability and future maintenance costs

This project improves regional environmental quality while providing a fiscally responsible partnership that ensures BHI's infrastructure costs are fully recovered.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
N/A					$0.00

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS

1.	LAB REPORT CONDITION OF SEWER PIPE
2.	Resolution and Agreement -Sewer Connection between BHI & ICV

QC METALLURGICAL, INC.

Calvin, Giordano & Associates, Inc. July 25, 2025
QCM Job No. 25GM-353

INSPECTION REPORT

OBJECTIVE:

Determine the possible remaining service life of a small section of 16" sewer force main cast iron pipe removed from Indian Creek Village.

METHOD OF ACCOMPLISHMENT:

A section of pipe was submitted for evaluation. The sample was 2.85" in diameter with a 0.96" hole through its center. The wall thickness was 0.601". The following tests and analyses were conducted: metallographic examination, hardness testing, energy dispersive spectroscopy (EDS) analysis, dimensional measurement testing and full chemical analysis. An infrared (IR) analysis was run to determine the substance found on the inside diameter.

The primary goal was to estimate the residual life of the pipe. Information indicates the pipe was installed in 1958 and may have possibly been replaced in 2000. However, the sample does not meet the standards for the replacement pipe submitted. This suggests it was not replaced and had been in use for approximately 67 years. The maximum operating pressure was reported to be 70 PSI. The minimum wall thickness was calculated using the formula from Mark's Standard Handbook for Mechanical Engineers: Minimum thickness = $(PD)/2(SE + Py) + A$.

RESULTS:

Photographs are attached on the following pages. Figure 1 shows the exterior surface, which appears black with very little corrosion. The interior of the sample is shown in Figure 2. This shows a heavy amount of corrosion including the presence of black material, possibly a liner. This material was analyzed using EDS and IR analysis. IR results are still pending. Figure 3 shows a sample which was removed for metallurgical testing and chemical analysis. A close-up photo of some of the corrosion which flaked off during sectioning is shown in Figure 4. The outside surface after cutting is shown in Figure 5 and exhibited no flaking. The metallurgical cross section sample is shown in Figure 6. The wall at the thickest point measured 0.58" while the thinnest area measured 0.45".

The photomicrograph shown in Figure 7 reveals the basic carbide network to be a Type B graphite flake pattern consistent with gray cast iron, not ductile iron. This supports the identification of the pipe as part of

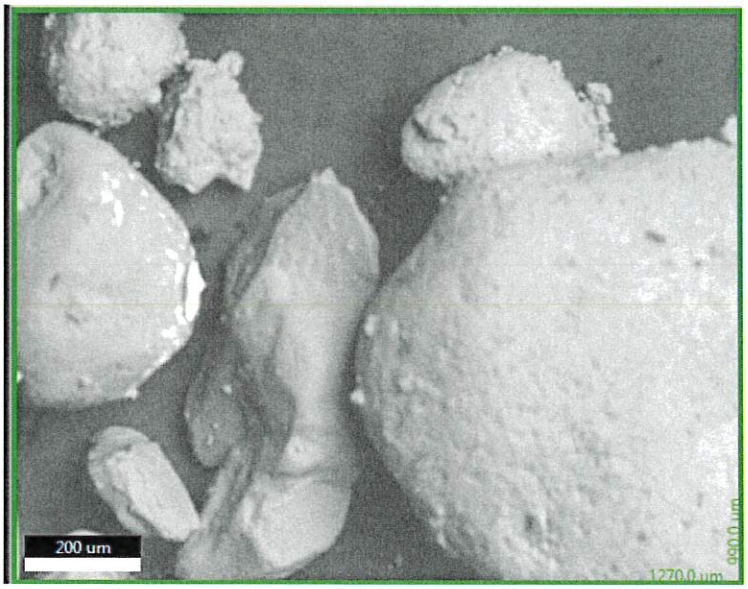
the 1958 installation. The corrosion on the outer diameter is shown in Figure 8. This is the black coating and measured 0.015" thick. The ID surface is shown in Figure 9 and reveals heavy corrosion. The depth of corrosion measured at 0.067 inches. The core structure is shown in Figure 10. This is a pearlitic structure as is the area at the OD which is shown in Figure 11. Additionally, six jars of surrounding sand and debris from around the pipe were submitted for analysis. They are shown in Figure 12.

EDS analyses were run on several samples. These are all attached in Appendix A. The results for the six jars are on Pages 1 - 6. They are all very similar in nature. They were found to be primarily composed of silicon oxide and calcium. The photos in Appendix A that have a blue mark indicate where the area was analyzed. Those that don't have a blue marking were over large areas and many individual particles. The chlorine content of the material that was used to surround the pipe has only low levels. The sample on Page 7 is the corrosion product on the ID of the pipe. This revealed a very high concentration of sulfur but virtually no chlorine. The OD of the pipe has a higher chlorine content than the interior. The EDS on Page 8 is of the black material on the OD. This has some chlorine and sulfur but there is little corrosion. The last EDS on Page 9 confirms the base metal to be consistent with gray cast iron.

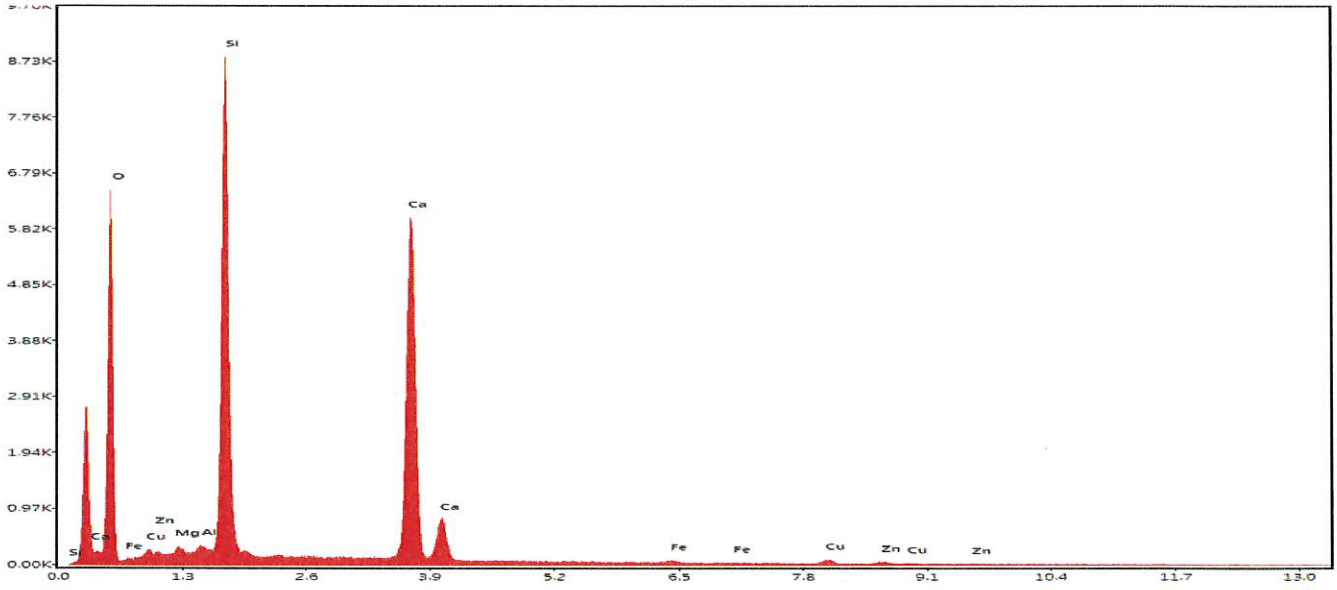
CONCLUSION:

The interior surface of the pipe has a significant amount of corrosion. Based off the formula for the pipe, the minimum thickness would be 0.270 inches. The thickness at the thinnest area of this sample was 0.45 inches, which is above the 0.270" minimum. Based off the observed corrosion rate over the last 47 years, there should be approximately 10 to 20 additional years of use. However this estimate is based solely on the submitted sample. There was no apparent testing done of the pipeline to determine a minimum thickness for the whole pipe. If this sample does not represent the most degraded area, the overall remaining life of the pipeline could be shorter. No evidence of past leakage was reported. Continued performance will depend on maintaining similar environmental and operating conditions, as any significant change could accelerate deterioration or extend the pipe's lifespan.

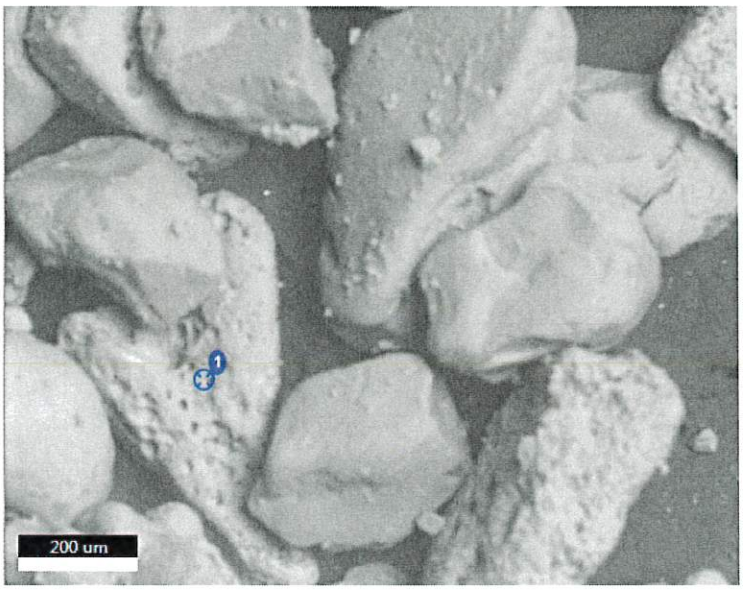
Frank Grate, P.E.
QC Metallurgical, Inc.



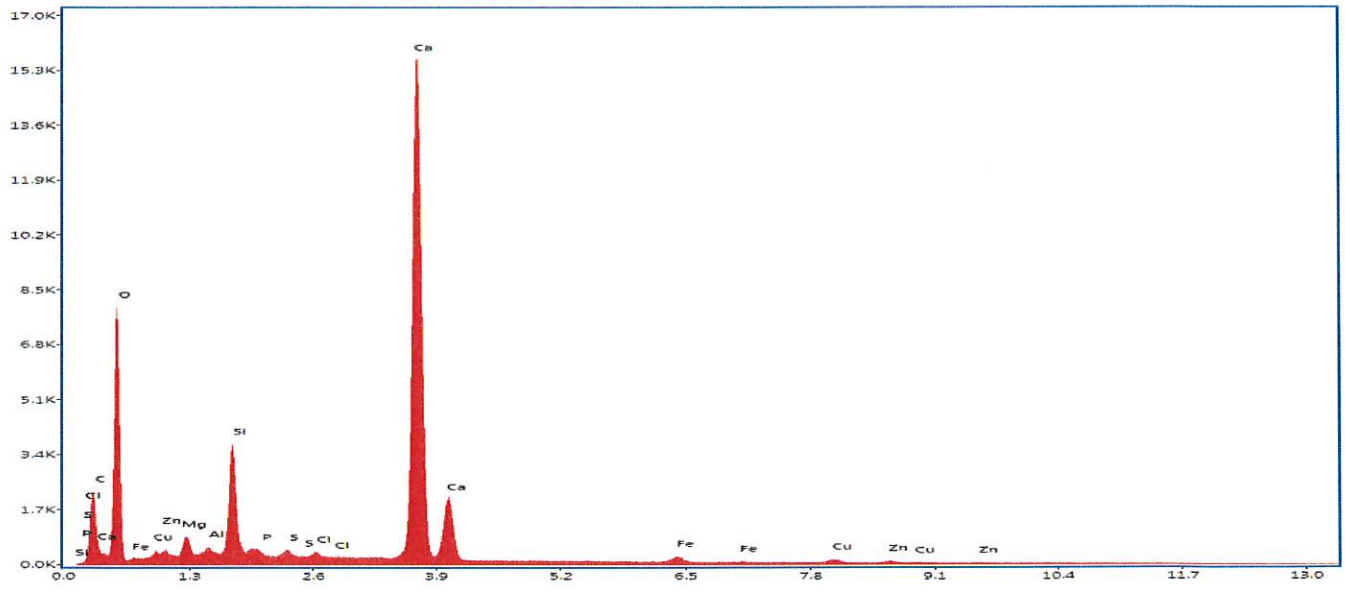
Element	Weight %
O K	47.17
Mg K	0.82
Al K	0.81
Si K	18.34
Ca K	29.64
Fe K	0.75
Cu K	1.38
Zn K	1.09



JAR SAMPLE 1 MAG=100X

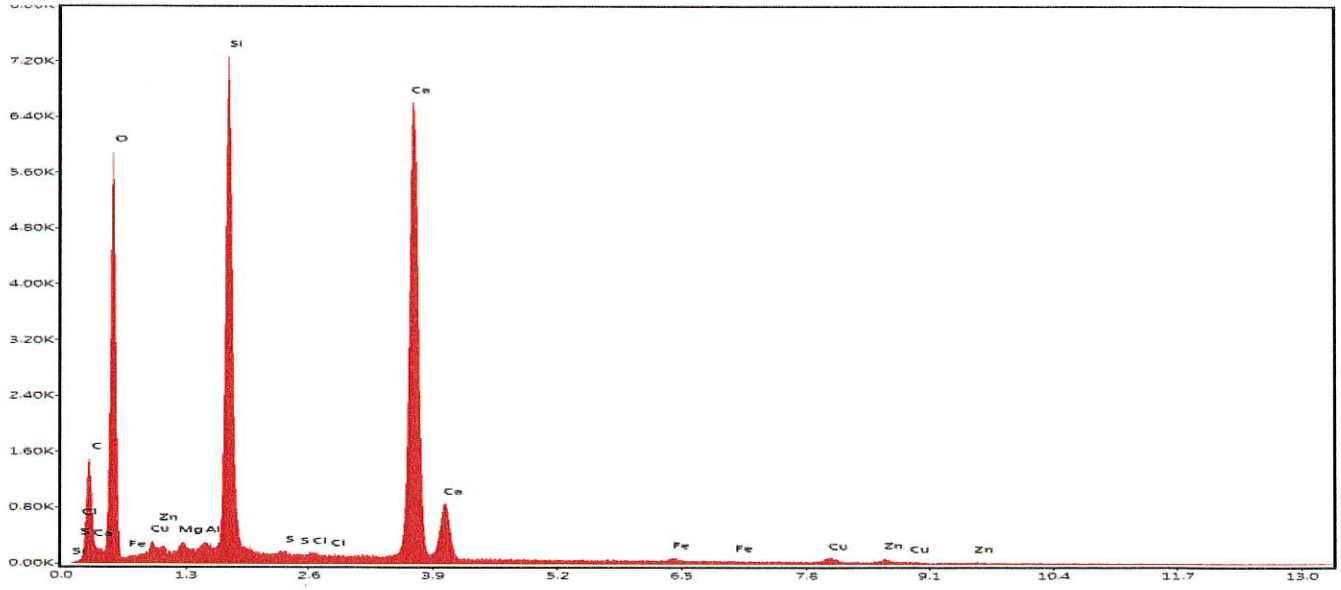


Element	Weight %
C K	6.12
O K	42.64
Mg K	1.18
Al K	0.51
Si K	4.23
P K	0.31
S K	0.28
Cl K	0.24
Ca K	41.36
Fe K	1.18
Cu K	1.16
Zn K	0.78



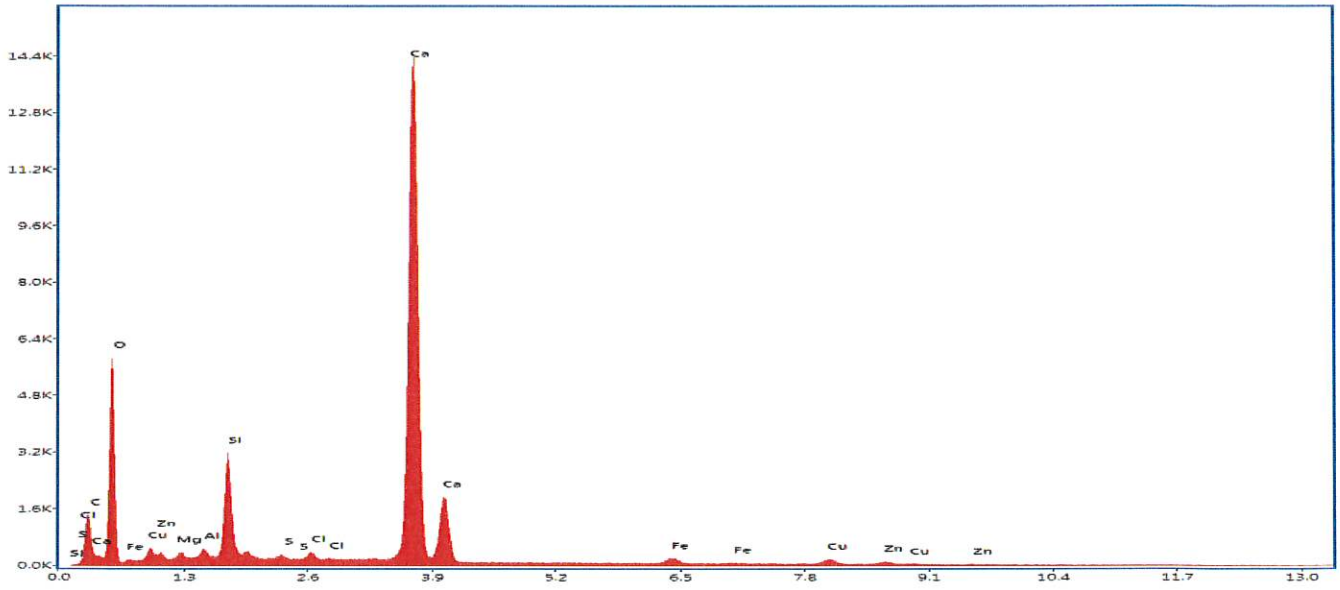
JAR SAMPLE 2 - AREA TESTED BLUE 1 MAG=100X

Element	Weight %
O K	46.82
Mg K	0.71
Al K	0.65
Si K	15.58
S K	0.13
Cl K	0.14
Ca K	32.68
Fe K	0.62
Cu K	1.40
Zn K	1.26

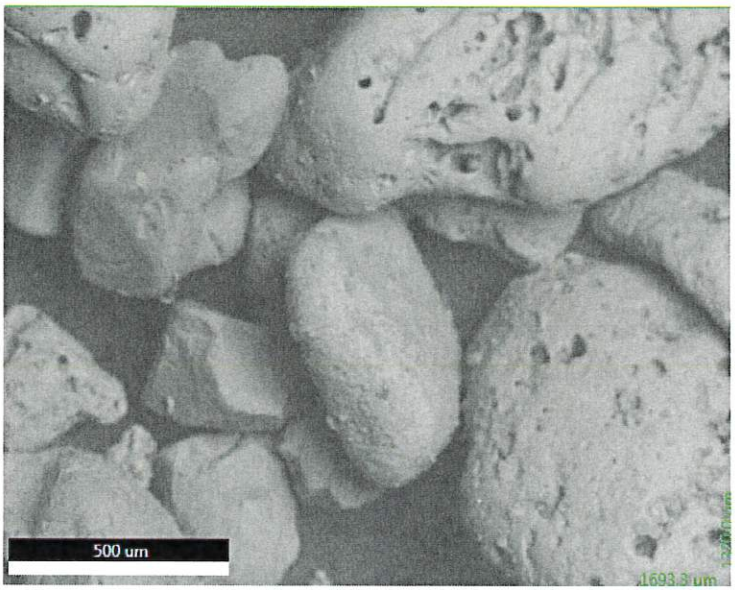


JAR SAMPLE 3 MAG=50X

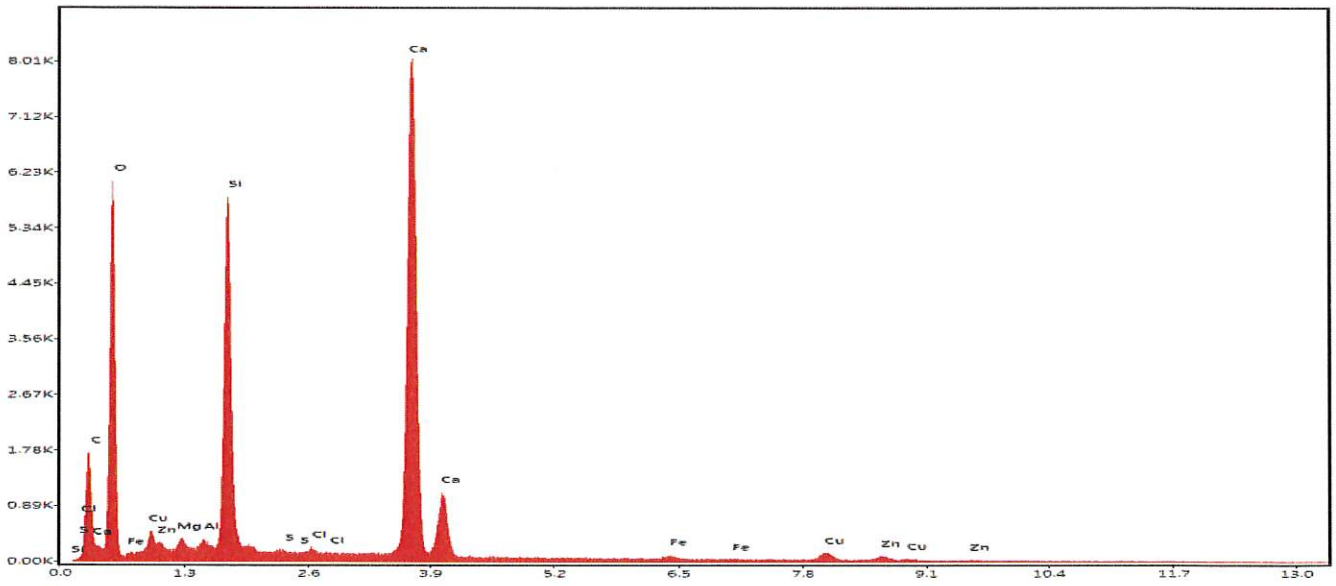
Element	Weight %
C K	4.40
O K	39.63
Mg K	0.42
Al K	0.55
Si K	4.42
S K	0.15
Cl K	0.35
Ca K	45.47
Fe K	1.38
Cu K	2.00
Zn K	1.23



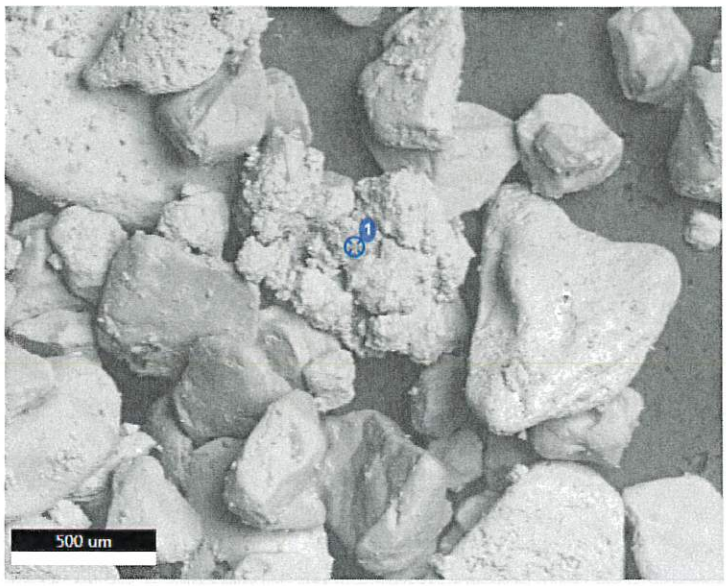
JAR SAMPLE 4 MAG=50X



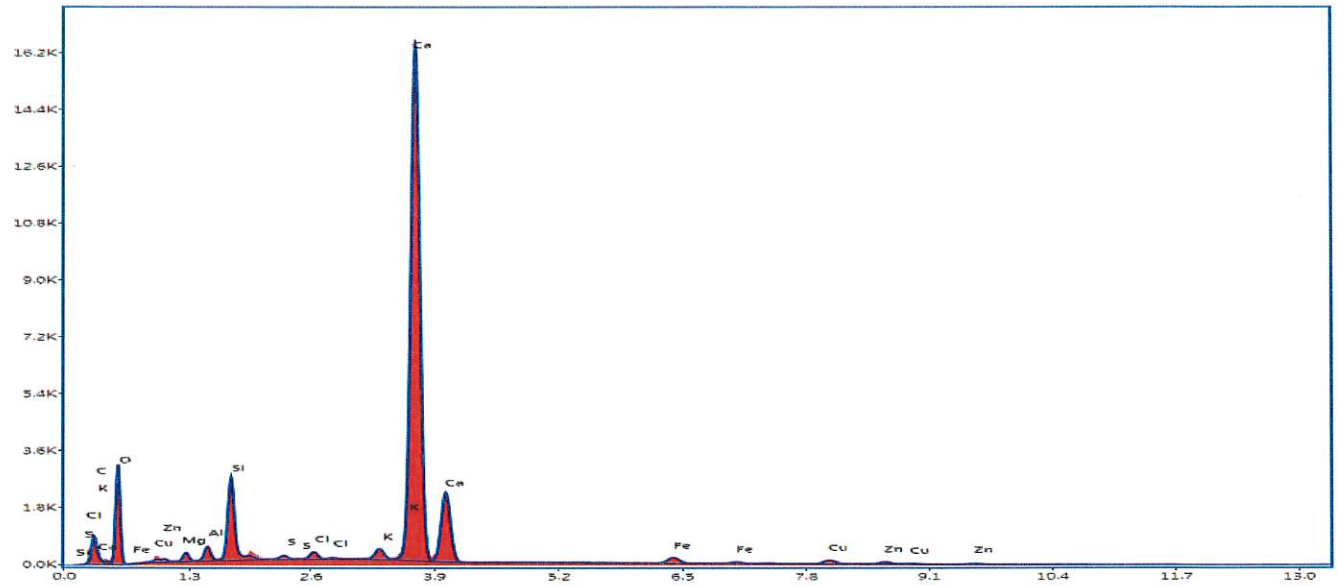
Element	Weight %
C K	8.75
O K	43.38
Mg K	0.65
Al K	0.53
Si K	10.18
S K	0.06
Cl K	0.17
Ca K	32.15
Fe K	0.70
Cu K	2.03
Zn K	1.40



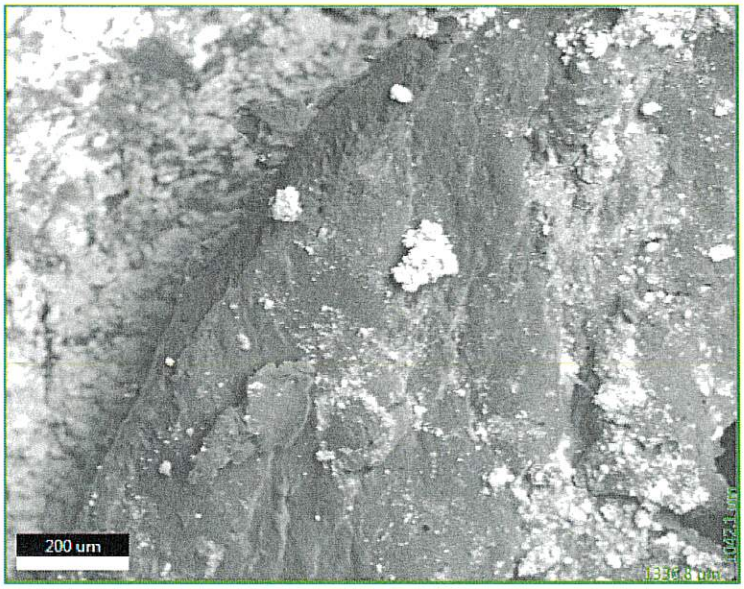
JAR SAMPLE 5 MAG=75X



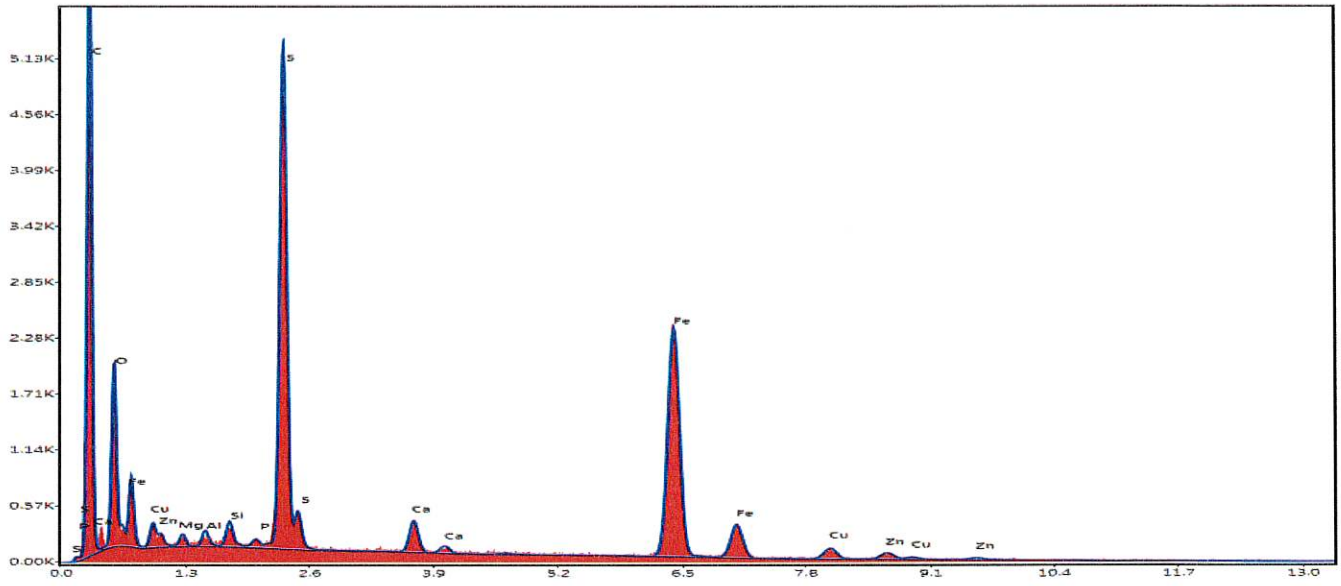
Element	Weight %
C K	2.82
O K	27.29
Mg K	0.57
Al K	0.80
Si K	4.19
S K	0.20
Cl K	0.50
K K	0.88
Ca K	58.33
Fe K	1.56
Cu K	1.65
Zn K	1.20



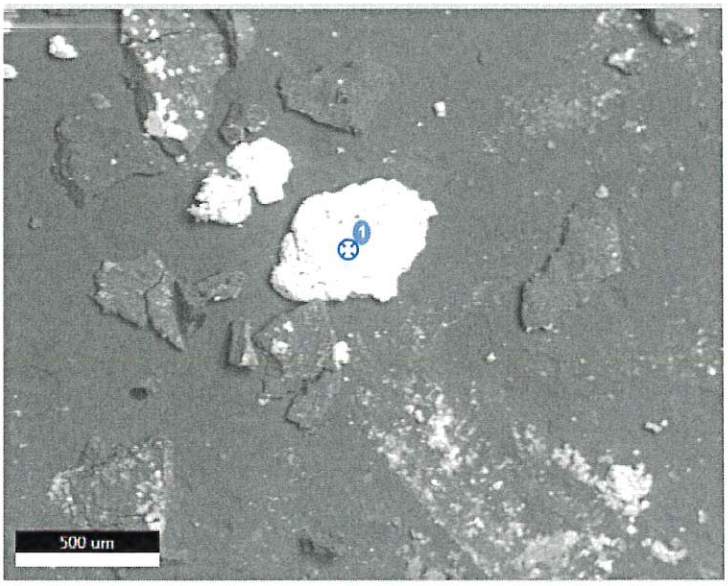
JAR SAMPLE 6 MAG=50X



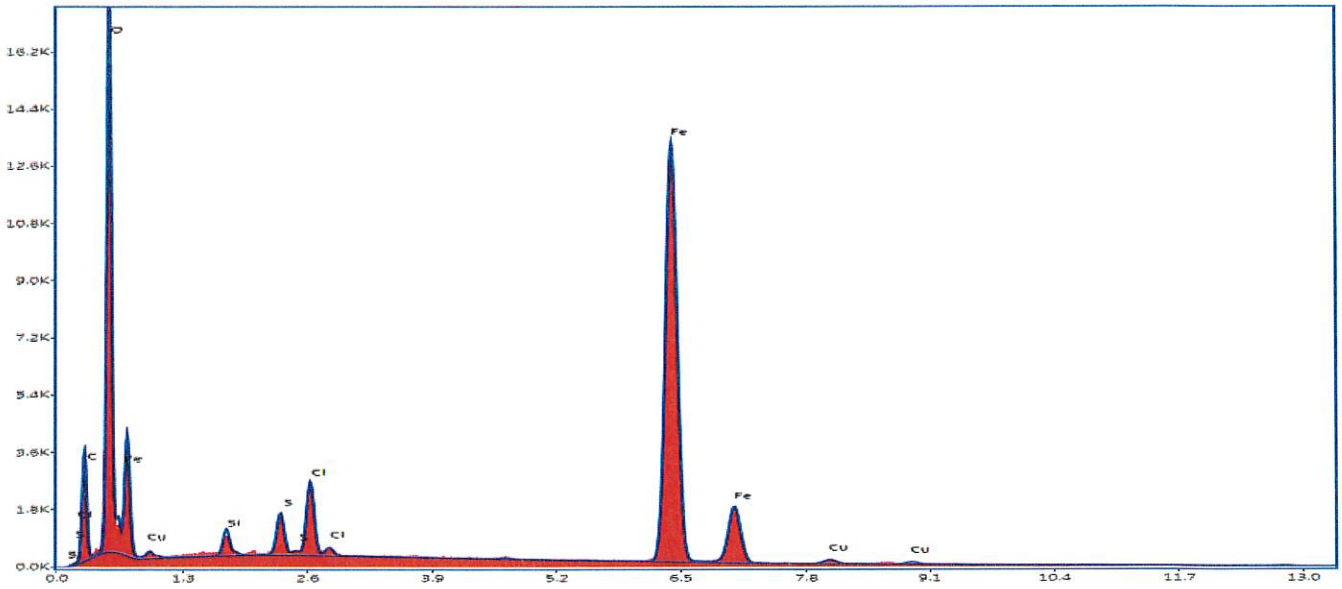
Element	Weight %
C K	46.81
O K	11.30
Mg K	0.31
Al K	0.34
Si K	0.47
P K	0.17
S K	12.24
Ca K	1.37
Fe K	23.79
Cu K	1.91
Zn K	1.27



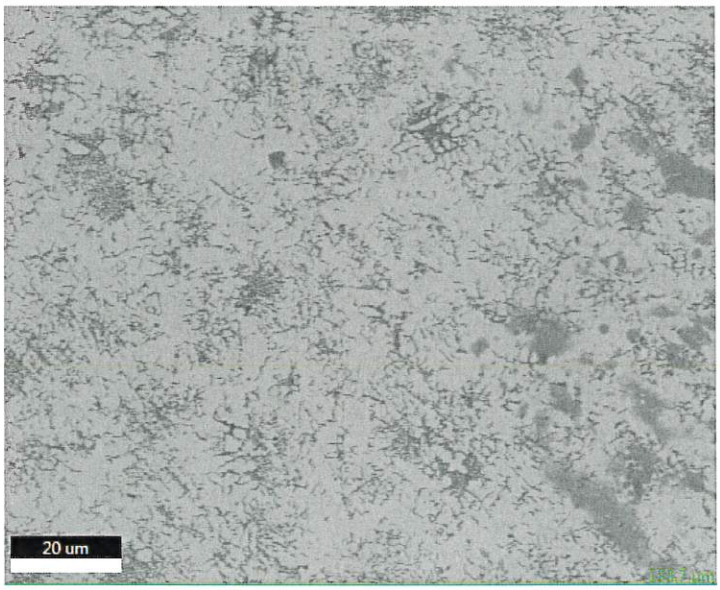
MATERIAL FROM ID OF SUBMITTED PIPE SAMPLE MAG=100X
BOTH WHITE AND BLACK HIGH SULFUR



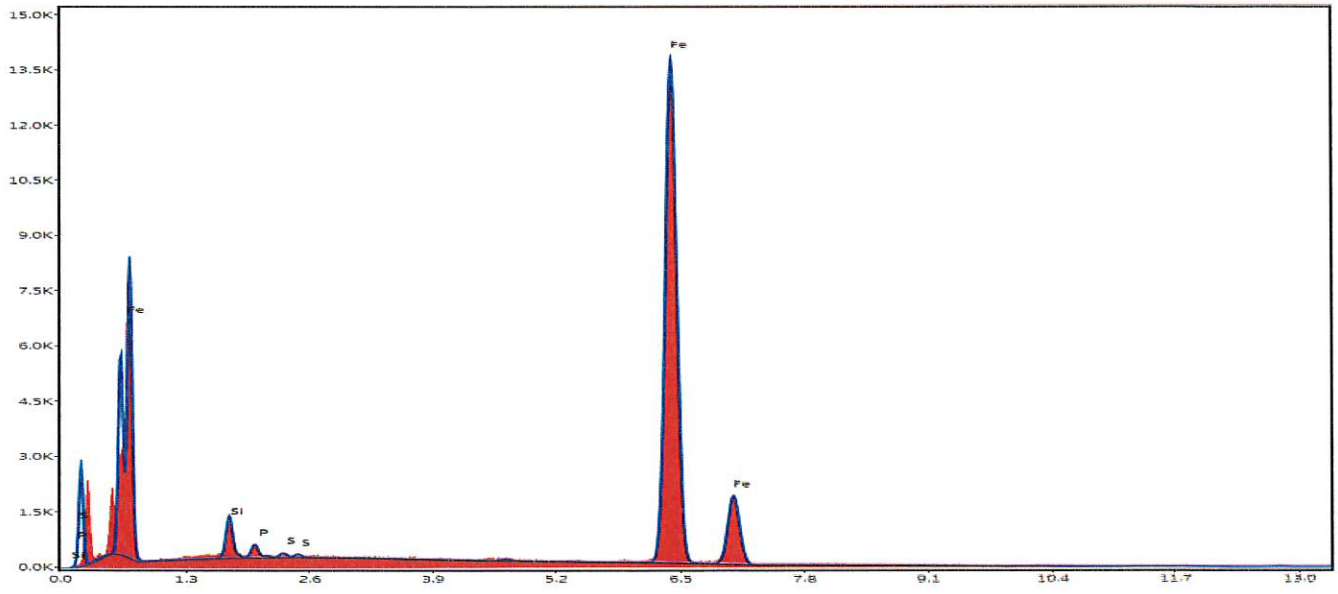
Element	Weight %
C K	11.40
O K	22.59
Si K	0.84
S K	1.51
Cl K	2.99
Fe K	59.64
Cu K	1.03



SCRAPING FROM OD OF PIPE SAMPLE MAG=50X
MATERIAL HIGH SULFUR AND CHLORINE



Element	Weight %
Si K	2.17
P K	0.79
S K	0.23
Fe K	96.81



MOUNTED SAMPLE BASE METAL
GRAY CAST IRON

MAG=100X

SHOWING THE O.D. OF THE PIPE SAMPLE - VERY LITTLE RUST NOTED FIGURE 1

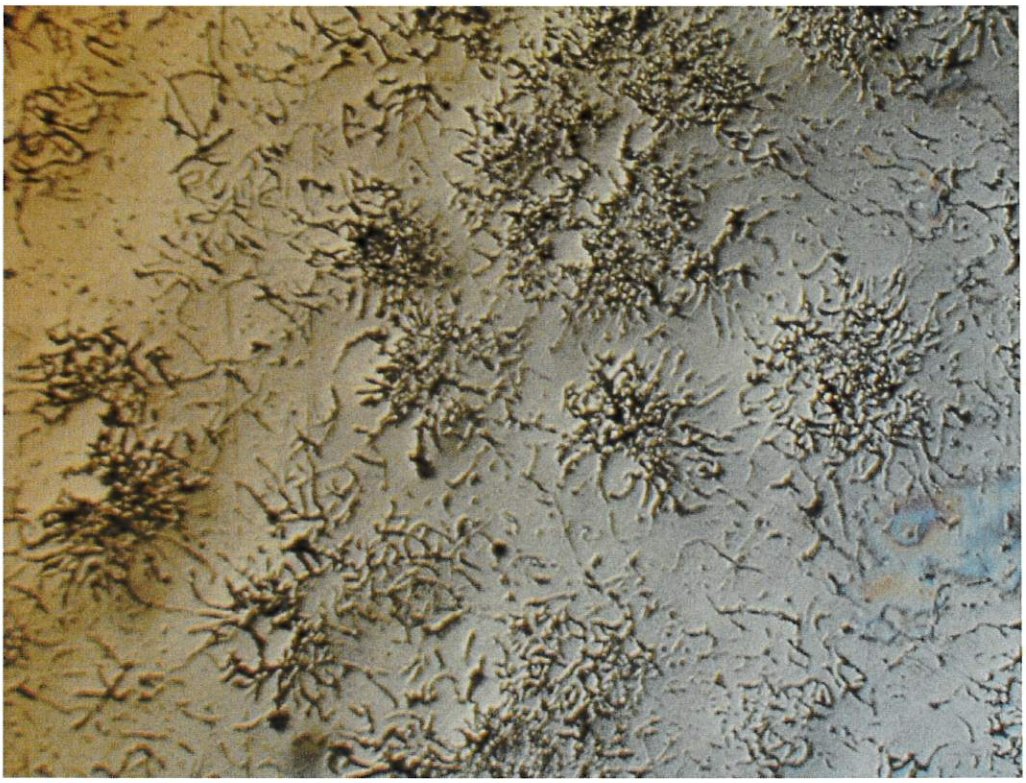
SHOWING THE I.D. SURFACE OF THE PIPE SAMPLE - BLACK MATERIAL FIGURE 2

SHOWING THE INSIDE SURFACE OF THE PIPE AFTER CUTTING FIGURE 3

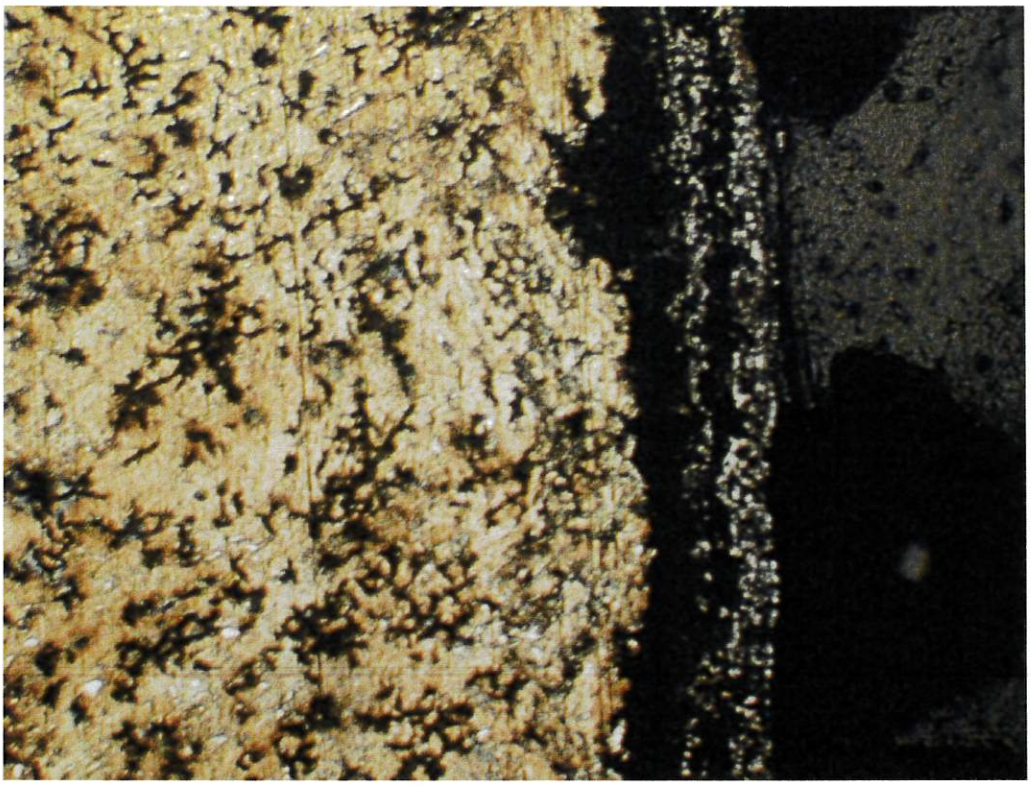
SHOWING CHIPS BROKEN OFF DURING TAKING OF SAMPLE FIGURE 4

SHOWING OUTSIDE SURFACE OF SAMPLE - NO FLAKING FIGURE 5

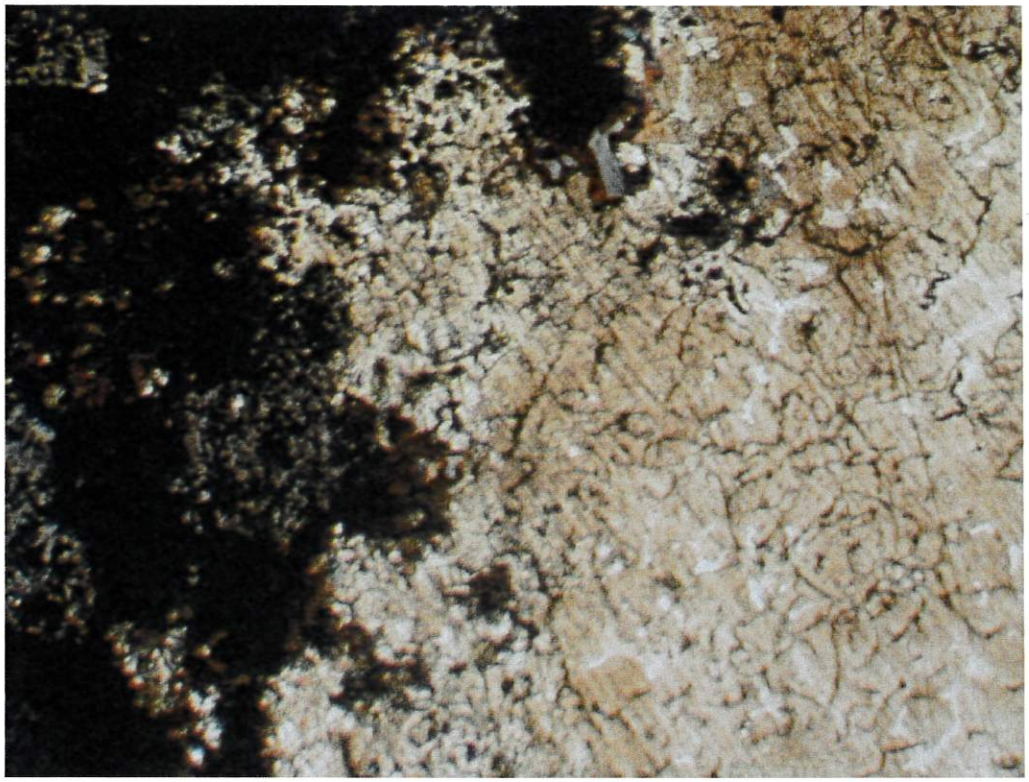
SAMPLE CUT FROM PIPE SECTION FOR METALLURGICAL ANALYSIS FIGURE 6



BASIC CARBIDE OF PIPE TYPE B MAG=100X GRAY IRON FIGURE 7



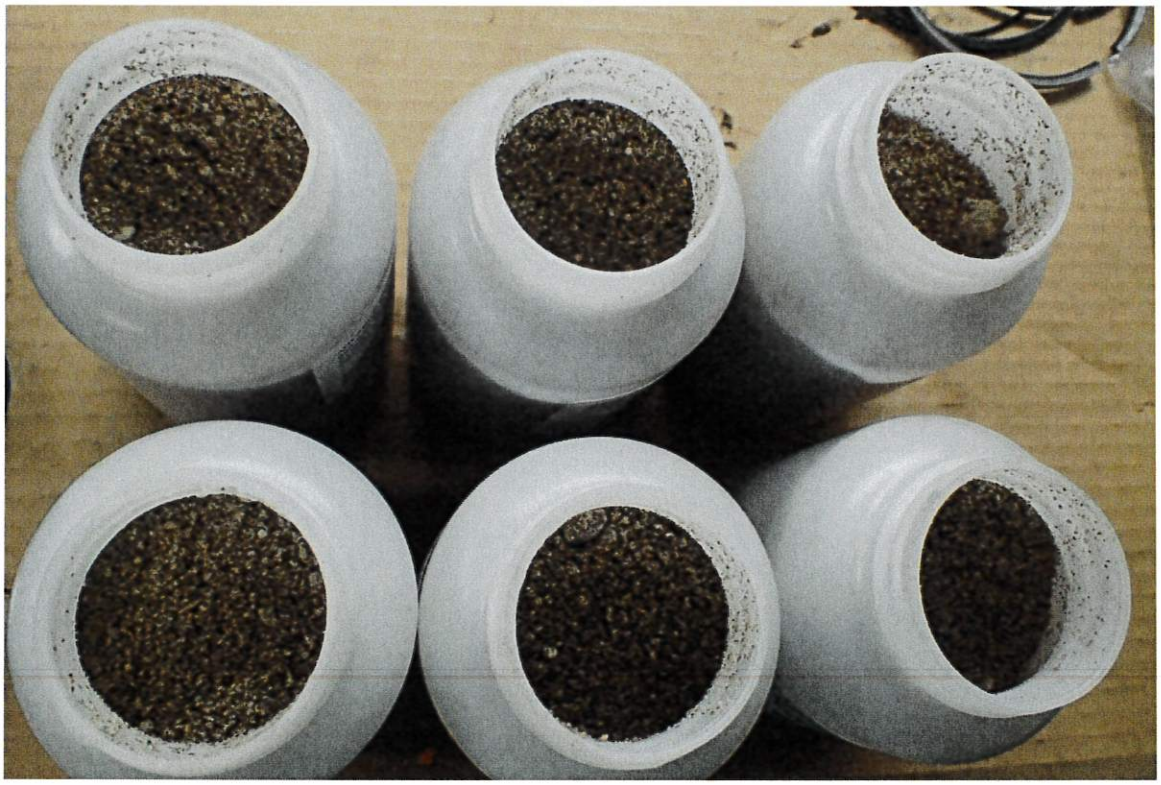
OUTER SURFACE AND BLACK COATING MAG=100X FIGURE 8



INSIDE SURFACE CORRODED MAG=100X FIGURE 9

CORE STRUCTURES MAG=100X FIGURE 10

SHOWING THE I.D. AND O.D. STRUCTURE MAG=100X FIGURE 11



SHOWING THE SIX JARS OF GROUND MATERIAL USED AROUND PIPE FIGURE 12

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SEWER CONNECTION AGREEMENT WITH THE VILLAGE OF INDIAN CREEK, FLORIDA GRANTING INDIAN CREEK VILLAGE THE RIGHT TO CONNECT TO AND UTILIZE A PORTION OF THE TOWN'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the neighboring municipality of Indian Creek Village, Florida ("Indian Creek") has designed and intends to construct a sanitary sewer system (the "ICV System"); and

WHEREAS, the most feasible connection for the disposal of sewage from the ICV System is through a connection to a portion of the sanitary sewer system owned and operated by the Town of Bay Harbor Islands (the "Town"); and

WHEREAS, Indian Creek has requested that it be permitted to connect to a transmission main owned by the Town and located within the Town of Surfside; and

WHEREAS, the Town has considered and evaluated the request and finds that there are no material adverse impacts to its sanitary sewer system by accommodating Indian Creek and allowing for the connection.

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

Section 1. Recitals. That each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. The Town Council hereby approves the attached Sewer Connection Agreement with Indian Creek (the "Agreement").

Section 3. Authorization. The Town Manager is authorized to take any necessary action to carry out the aims of this Resolution and the Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon approval.

PASSED and adopted this 13th day of August 2025.

By: _____
ISAAC SALVER, MAYOR

ATTEST:

_____
JANAI POMALES
INTERIM TOWN CLERK

APPROVED AS TO FORM:

By: _____
JOSEPH GELLER, ESQ.
GREENSPOON MARDER LLP
TOWN ATTORNEYS

SEWER CONNECTION AGREEMENT

This is a Sewer Connection Agreement (this "Agreement") made as of this __ day of August 2025 between the Town of Bay Harbor Islands, a Florida municipal corporation ("BHI") and Indian Creek Village, a Florida municipal corporation ("ICV" or the "Village"). Collectively, BHI and ICV may be referred to in this Agreement as the "Parties".

RECITALS

1. BHI owns and operates a Town-wide sanitary sewer system (the "BHI System") for the collection of sanitary sewage and the transmission of that waste through an intermediate system owned by the City of Miami Beach ("Miami Beach") to a regional treatment facility owned and operated by Miami-Dade County (the "County") on Virginia Key within the City of Miami (the "County Facility"). For the sewer disposal service provided by Miami Beach, BHI is charged by Miami Beach at the bulk rate the County charges plus a surcharge on that amount imposed by Miami Beach. The services provided to BHI by Miami Beach are contained within that certain July 15, 2016 Agreement Between The City Of Miami Beach And The Town of Bay Harbor Islands To Provide Sewage Conveyance Services (the "Miami Beach Agreement").

2. ICV presently has no sanitary sewer system. All sewage is contained and treated within the Village with onsite septic tank systems. This condition presents an immediate environmental risk to Biscayne Bay and surrounding environs. All State, regional and local regulations mandate the conversion from septic systems to sewer systems.

3. To address the environmental concerns, ICV is in the process of constructing a new Village-wide sanitary sewer collection and disposal system, including individual grinder/lift stations, a master lift station and force main (the "ICV System"), which has been designed to connect to a portion the BHI System (located within Collins Avenue (State Road A1A) to allow for the transmission of sewage through Miami Beach to the County Facility for final treatment and disposal.

4. Subject to the terms of this Agreement, ICV has requested that BHI accommodate ICV by granting ICV the right to connect to and utilize a portion of the BHI System for the transmission of sanitary waste through Miami Beach to the County Facility. BHI wishes to accommodate the needs of ICV.

5. The Parties desire to enter into this Agreement to set forth the terms of their respective understandings.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable considerations, BHI and ICV agree as follows:

TERMS

1. **Recitals Adopted**. The Recitals are true and correct and incorporated into this Agreement.

2. **Description of ICV Improvements**.

2.1 ICV Lift Station and Force Main. The ICV System includes the design, construction, and installation of certain improvements, including a new lift station along Indian Creek Island Road together with the installation of a new four-inch (4") force main from the new lift station along 91st Street through the Town of Surfside to Collins Avenue (State Road A1A). The improvements within the Town of Surfside are referenced in this Agreement in their entirety as the "Sewer Extension Improvements" or the "Work". A drawing showing the location of the Sewer Extension Improvements is attached as Exhibit "A" to this Agreement. BHI makes no representation that the Town of Surfside will consent to the Work within the Town of Surfside, if required.

3. **Right of Connection**. BHI hereby grants to ICV the right to tap in, install, construct and maintain all the equipment necessary for the connection of the Sewer Extension Improvements to a 16" BHI-owned transmission main (the "Transmission Main") in Collins Avenue at 91st Street (the "Connection") all in accordance with the Plans described below in Section 4. The Sewer Extension Improvements, including the Connection, shall be owned by ICV, and the entire cost of the design, permitting, construction, repairs, replacement and maintenance of the Sewer Extension Improvements, including the Connection, shall be the sole responsibility of ICV.

4. **Plans and Specifications**. The Sewer Extension Improvements, including the Connection, are reflected in detail on the plans and specifications attached to this Agreement as Composite Exhibit "B" (the "Plans"). ICV shall construct the Sewer Extension Improvements, including the Connection in substantial compliance with the Plans subject to modifications required by governmental permitting agencies.

5. **Permitting**. Prior to the commencement of any of the Work, ICV shall, at its sole cost, obtain the required permits from all jurisdictions having authority over the Work, including the Connection. Copies of said permits shall be provided to BHI in advance of any of the Work being performed. To the extent requested by the permitting agencies, BHI shall join in all applications for the permits, including the execution of the forms required by the permitting jurisdiction. ICV shall also be responsible, at its sole cost, for obtaining approvals or agreements (if any) from Miami Beach and/or the County necessary to accomplish the purpose of this Agreement.

6. **Scheduling of Work and Oversight**. It is anticipated that of the Work related to the Connection will commence on or before January 1, 2026, and be completed within one hundred and twenty (120) days. Prior to commencement of the Work, ICV shall submit to BHI a detailed schedule of all activity, including days and hours of construction, for approval by BHI. All Work shall be done without disruption of sewer service to BHI. BHI may in its discretion assign an owner's representative to oversee the Work. ICV agrees to pay BHI for the reasonable costs incurred by BHI in its oversight of the Work, including the cost of any independent engineer engaged by BHI to inspect and approve the portion of the Work related to the Connection.

7. **Term and Service Commencement Date**. This Agreement shall be for an initial term of thirty (30) years and may be extended thereafter for successive periods of time of up to thirty (30) year periods by mutual agreement of the Parties (the "Term"). The Parties agree that the actual commencement of service under this Agreement shall be the date when flows of sewage

are first released into the Transmission Main as agreed upon between the Parties (the Service Commencement Date").

8. **Metering, Charges and Impact Fee**.

8.1 Metering. The Sewer Extension Improvements will incorporate a separate flow metering (at ICV's sole cost) to measure the gallons or other unit of measurement to determine the new additional load being placed into the BHI System by ICV. The meter readings will serve as the mechanism to determine the charges on ICV for the shared use and service granted under this Agreement. The meter(s) shall be located in an area that is fully accessible to BHI at all times for reading and testing.

8.2 Charges. In consideration for the rights granted herein, ICV agrees to pay a fee to BHI on a quarterly basis for each thousand gallons of metered wastewater generated by ICV at the same rate BHI pays to Miami Beach (including the County surcharge), plus an additional administrative surcharge equal to one and a half percent (1.5%) of the total charges. ICV will timely pay to BHI all such charges within ten (10) business days of invoicing from BHI. ICV understands that the amounts charged to BHI by Miami Beach will likely increase over time and ICV agrees to pay its proportionate share of any such increases over the Term of this Agreement.

8.3 Impact Fee. In recognition of the accommodation provided under this Agreement by BHI and to offset any additional impacts, ICV agrees to pay an impact fee of four hundred and fifty thousand dollars ($450,000) due and payable upon the Service Commencement Date.

9. **Bonds and Insurance**. ICV shall be responsible for securing from the contractor performing the Work (the "Contractor"), both payment and performance bonds, for the entirety of the Work, including the Connection. The bonds shall name BHI as a named beneficiary. Moreover, ICV shall cause the Contractor to maintain insurance coverage with minimum requirements and limits as set forth below:

9.1 Types and Amounts. ICV shall require the Contractor to secure and maintain throughout the duration of the Work, insurance of such types and in such amounts not less than those specified below as satisfactory to BHI, naming BHI as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to ICV, its officials, employees, agents, and volunteers, naming BHI as additional insured. Any insurance maintained by ICV shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage shall include at a minimum the amounts set forth in this Section 9.

9.1.1 Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 for each accident.

9.1.3 Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.2 Certificate of Insurance. Certificates of Insurance shall be provided to BHI, reflecting BHI as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to commencing the Work. Each certificate shall include no less than (30) thirty-day advance written notice to BHI prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect until the Work is completed to the reasonable satisfaction of BHI. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to BHI before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of BHI.

9.3 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by BHI. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.4 Survival. The provisions of this Section 9 shall survive termination of all construction agreements.

10. **BHI Special Right of Termination.** In addition to any other rights of termination under this Agreement, BHI shall have the right to terminate this Agreement, if the Miami Beach Agreement is terminated by BHI or Miami Beach. In such event, BHI shall provide ICV with no less than one hundred eighty (180) days prior written notice of such termination and shall automatically assign to ICV the right to continue to utilize that portion of the Transmission Main from the Connection to Miami Beach so long as ICV assumes all liability for the maintenance, repair, replacement and use of the equipment. Alternatively, at its option, ICV shall have the right to continue to convey its sewage through an alternative system established by BHI under reasonable terms agreed to by the Parties.

11. **Indemnity**. ICV agrees to indemnify, defend, and hold harmless BHI for any claims, losses, damages, including attorney fees or other liabilities incurred directly or indirectly by BHI arising from this Agreement or the execution of the Work conducted under this Agreement.

12. **Liens**. ICV will take no action or allow any contractor to impose any lien or other encumbrance upon any property owned by BHI. Should any such lien or encumbrance be placed upon BHI property, ICV shall immediately take all action necessary to remove same at its sole cost and expense.

13. **Repairs, Upgrades and Maintenance**.

13.1 ICV Obligations. After the completion of the Work, ICV shall remain responsible for the ongoing maintenance, repairs and replacement of the entire Sewer Extension Improvements, including the Connection. The cost of maintenance, repairs and replacement shall be the sole and exclusive responsibility of ICV. If for any reason ICV fails to maintain, repair or replace any portion of the Sewer Extension Improvements, which impact the BHI System, BHI, in its discretion and after notice to ICV, may do such maintenance, repairs and/or replacement, and ICV shall be responsible for the prompt reimbursement for such work. Moreover, in the event that BHI is required to upgrade to the BHI System, which upgrade requires ICV to modify the ICV System to be compatible, ICV at its sole cost will make such necessary modifications, including, in particular any changes to pumps that manage the pressures between each system. ICV shall not discharge or permit the discharge of sewage onto the BHI System that is prohibited by Federal, State or County law or regulations, or that will cause damage to the BHI System.

13.2 BHI Obligations. BHI agrees that during the Term of this Agreement, it shall, at its cost, maintain, repair and replace, as needed, all components of the BHI System (including the Transmission Main within Collins Avenue) necessary to allow for the uninterrupted transmission of waste from ICV to Miami Beach as provided for in this Agreement. ICV understand that service may be interrupted for limited periods of time where necessary to perform maintenance or repairs to the BHI system. In such event, BHI shall provide ICV reasonable advanced notice.

14. **Default and Remedies**. The Parties shall be deemed in default under this Agreement if either has committed a material breach of its obligations and fails to cure such breach within thirty (30) days of receipt of notice thereof. To the extent the default is not capable of being cured within such thirty (30) day period, the defaulting party shall have a longer period not to exceed ninety (90) days to cure such default provided the defaulting party commences to cure the default within the initial thirty (30) day period and diligently pursues same to completion. If a default is not cured within the time provided, the defaulting party will be deemed to be in breach hereunder, and the non-defaulting party shall be entitled to pursue all legal and equitable remedies available in the event of a breach, including termination, specific performance, damages, or injunctive relief.

15. **Miscellaneous**.

15.1 Notices. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by e-mail, hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the addresses listed on the signature page of this Agreement, or such other address as the party may have designated by proper notice.

15.2 Entire Agreement. This writing contains the entire Agreement of the Parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.3 Counterparts and Electronic Copies. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall

constitute one and the same instrument. The Parties agree that the electronic signatures are legally binding and have the same force and effect as a manual signature.

15.4 Cooperation. The Parties acknowledge that to effectuate the Work and the overall purpose of this Agreement, they may be required to take certain cooperative actions not expressly set out in this Agreement. The Parties agree to cooperate in good faith to ensure that the obligations hereunder are timely performed, with an understanding that if the extent of such cooperation imposes a material financial burden on BHI, the cost of such burden shall be the responsibility of ICV. This cooperation includes the joinder or execution of permit applications by BHI where required by permitting agencies.

15.5 Attorneys' Fees and Costs; Prevailing Party; Waiver of Jury Trial. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15.6 Consultant Fees. In connection with the preparation of this Agreement, BHI has engaged the services of an independent engineering consulting firm. ICV has agreed to pay (reimburse) BHI for the fees charged by the firm up to and including the final execution and approval of this Agreement by BHI.

[SIGNATURE PAGES TO FOLLOW]

By their execution below, the Parties have agreed to all the terms and conditions of this Agreement as of the day and year first written above.

TOWN OF BAY HARBOR ISLANDS, FLORIDA
1030 95th Street
Bay Harbor Islands, FL 33154

By: _____
Isaac Salver, Mayor

Attest:

By: _____
Evelyn Herbello, MMC
Interim Town Clerk

Approved as to form and legal sufficiency:

By: _____
Greenspoon Marder LLP
Town Attorney

Addresses for Notice:

Town of Bay Harbor Islands
Town Manager
1030 95th Street
Bay Harbor Islands, FL 33154
Telephone: 305-866-6241
Email: lnoel@bayharborislands-fl.gov

With a copy to:

Greenspoon Marder LLP
Joseph S. Geller, Esq.
Town Attorney
1030 95th Street
Bay Harbor Islands, FL 33154
Telephone: 305-866-6241
Email: joseph.geller@gmlaw.com

INDIAN CREEK VILLAGE, FLORIDA
9080 Bay Drive
Indian Creek Village, Florida 33154

By: _____
Bernard Klepach, Mayor

Attest:

By: _____
Roseann Prado, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

Indian Creek Village
Village Manager
9080 Bay Drive
Indian Creek Village, FL 33154
Telephone: 305-865-4121
Email: golmedillo@icvps.org

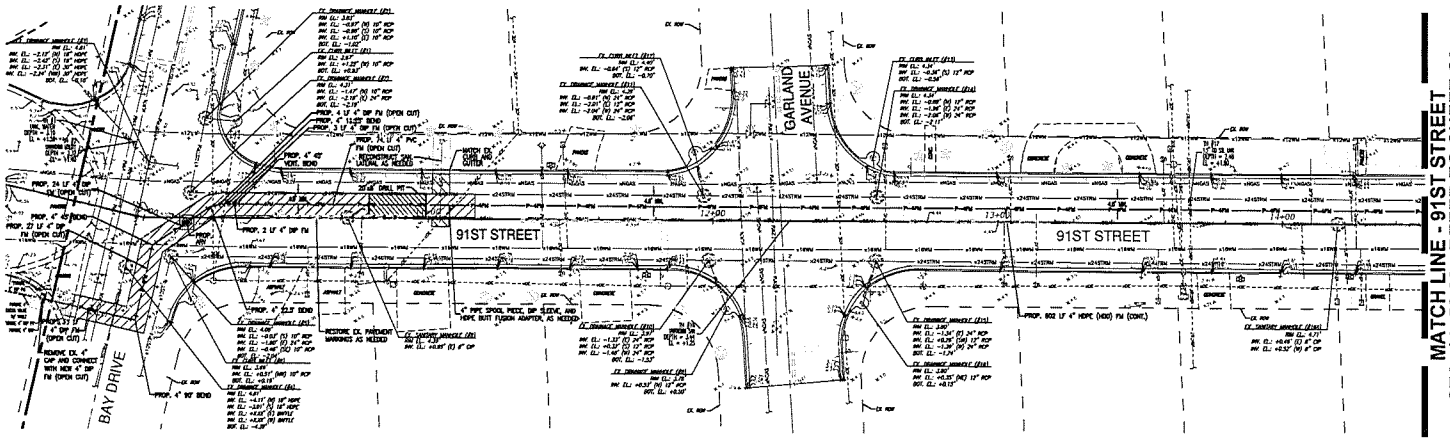
With a copy to:

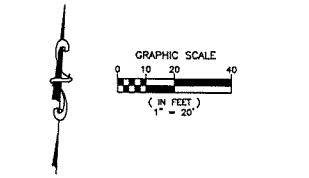
Weiss Serota Helfman Cole & Bierman, P.L.
Stephen J. Helfman, Esq.
Village Attorney
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
Telephone: 305-854-0800
Email: SHelfman@wsh-law.com

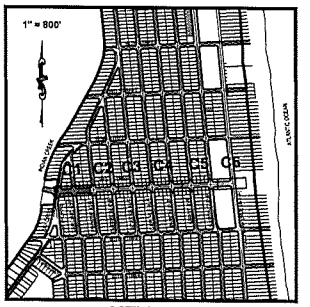
EXHIBIT "A"

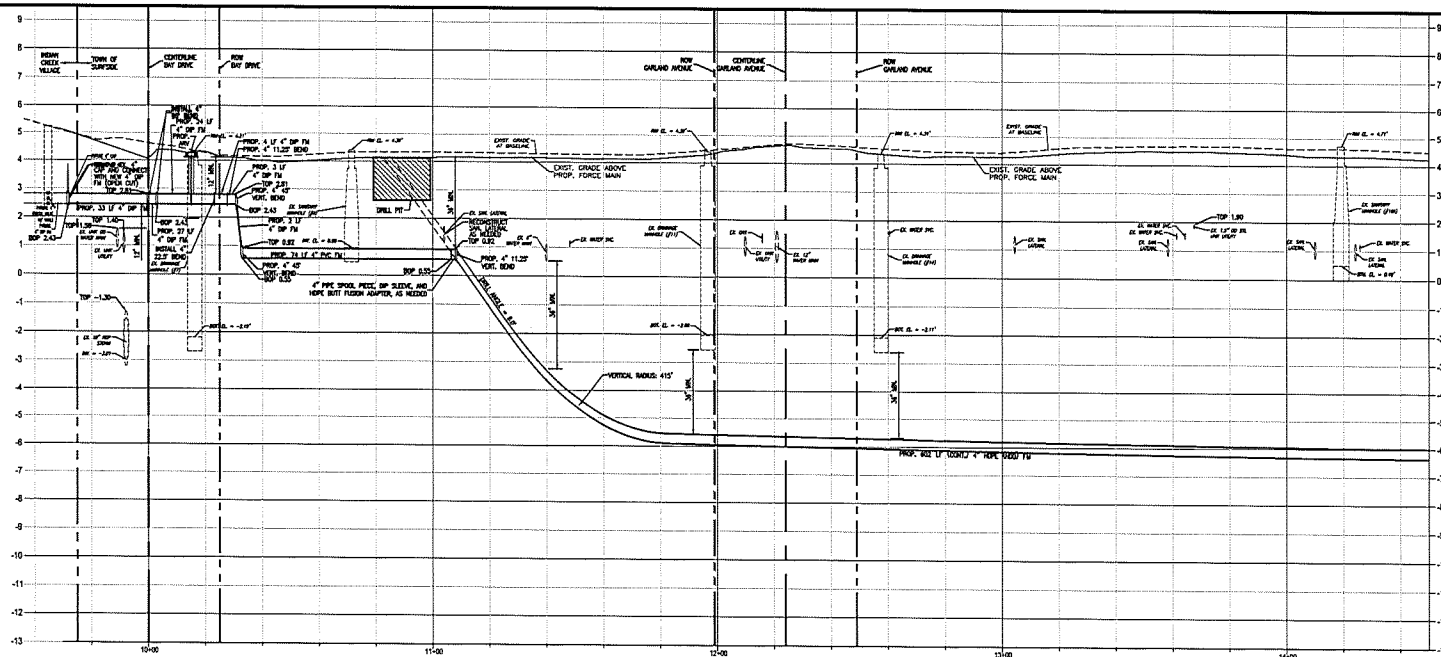
Indian Creek Village Force Main
Project Location Exhibit
INDIAN CREEK VILLAGE LIFT STATION
INDIAN CREEK VILLAGE 4" FORCE MAIN
CONNECTION TO BAY HARBOR ISLANDS 16" FORCE MAIN
Indian Creek
Rustika
Grand Beach Hotel Surfside
Publix Super Market at Surfside
Surfside Beach
Ferdi Chateau Residences
Pimp my Dog Mobile Pet Grooming Services
Crestview Apartments
Longwood Towers
Caravelle Condominium
Globally Fresh
Miami Car Buyers
A1A
Residence Inn by Marriott Miami Beach
INTUIT
US International Movers
Pimmel Bats
Indian Creek Village Police
The Surf Club, Four Seasons Priva
Four Seasons Hotel at The Surf Club
Hawthorne Tot Lot
Inmobiliaria Pt Sacv
K Construction & Remodeling
Alle Surfside
Rimar Beach Condominium
CASA Church
Google Earth
N

EXHIBIT "B"
Plans & Specifications









91ST STREET - STA. 9+60.00 TO STA. 14+50.00

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
a Kimley»Horn company

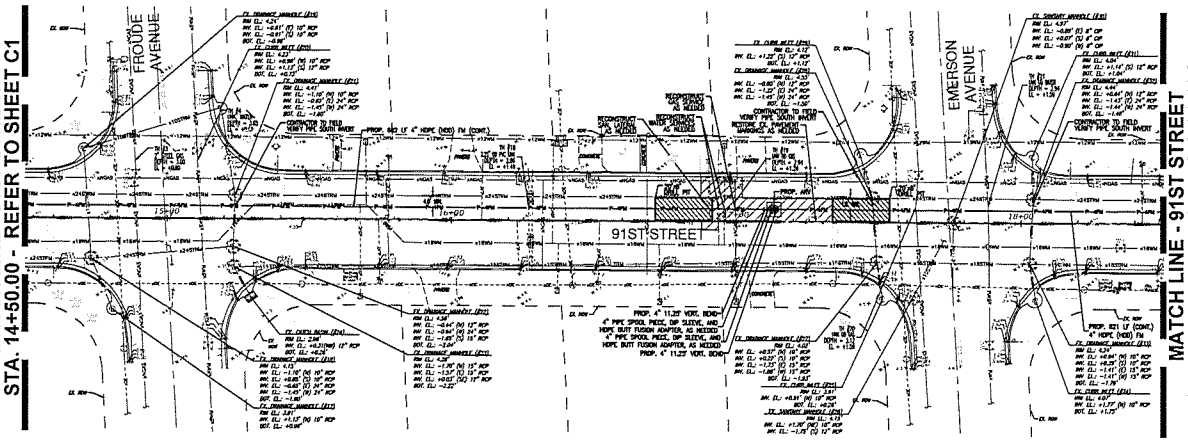
INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

ENGINEERING PLAN AND PLANTING

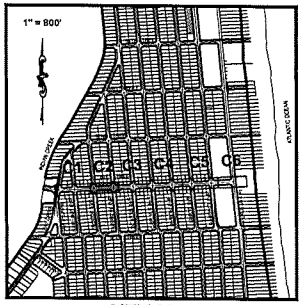
NICHOLAS W. KANELIDES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 79018. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELIDES, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C1

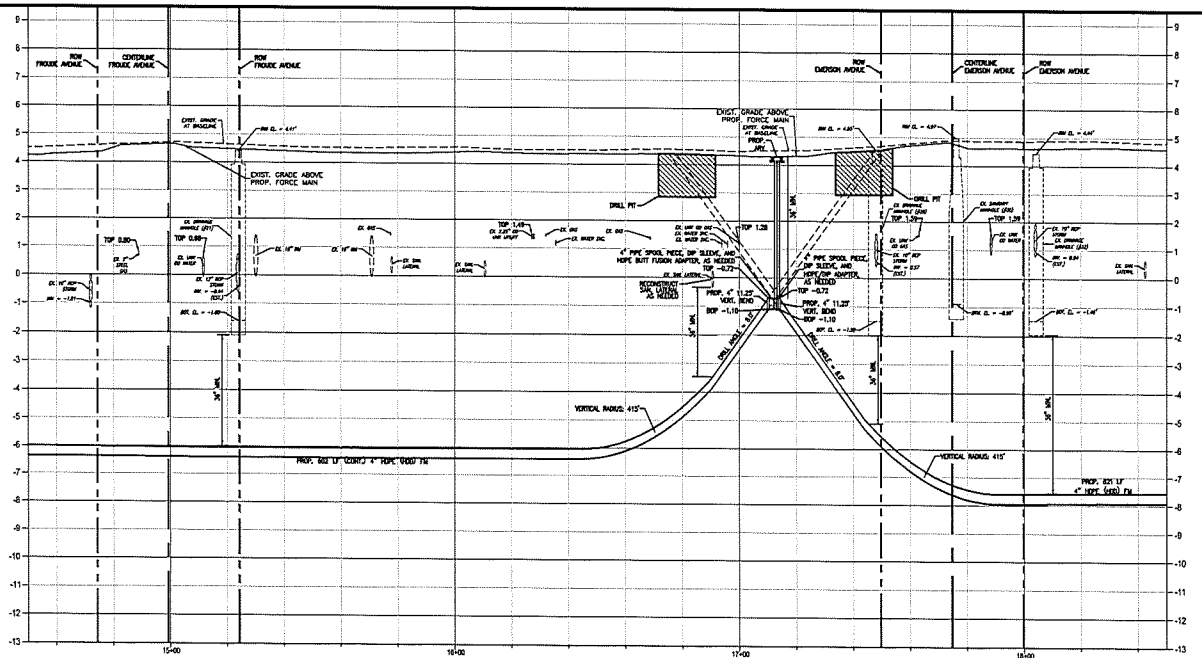
File Name: P:\Projects\2023\23735 Indian Creek Force Main\CAD\ Plan\Drawings\23735-C-PLAN.dwg - Plotted by: Nicholas Kanelides on Friday, January 24, 2025 8:56:02 PM)



GRAPHIC SCALE
0 10 20 40
(IN FEET)
1" = 20'



KEY MAP



91ST STREET - STA. 14+50.00 TO STA. 18+50.00

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
A SAFEBUILT COMPANY

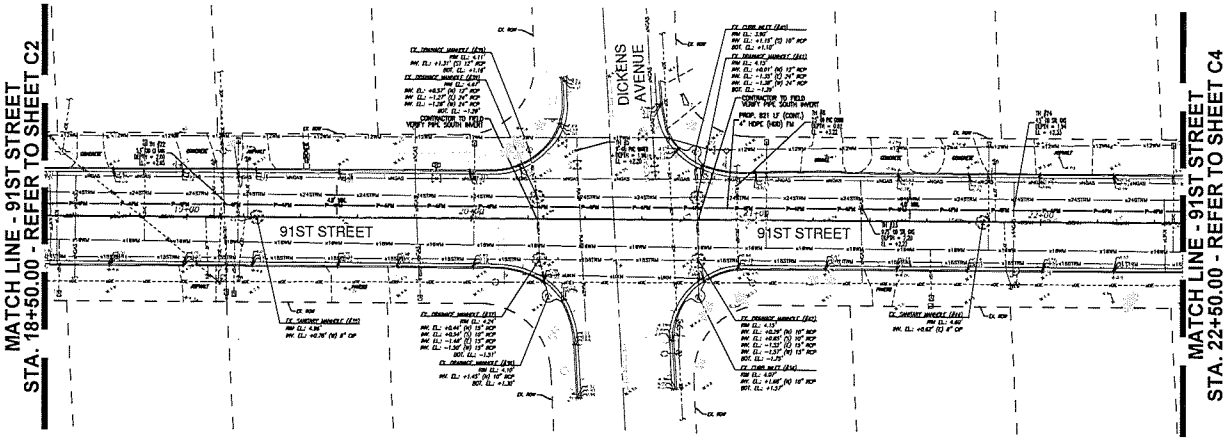
INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

ENGINEERING PLAN AND PROFILE

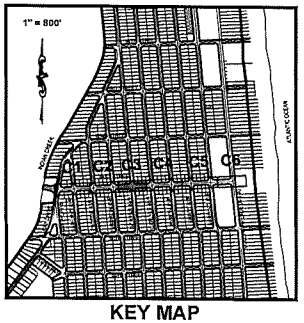
NICHOLAS W. KANELIDES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 79536.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELIDES, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C2

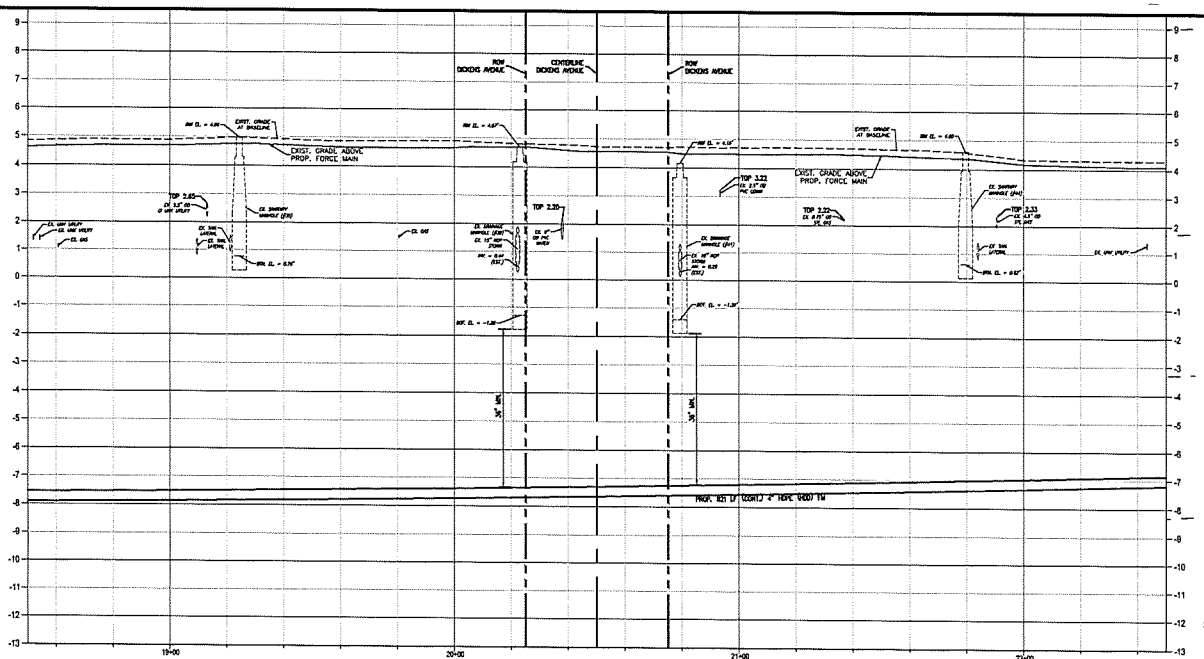
File Name: P:\Projects\2023\237735 Indian Creek Force Main\CADD Files\Drawings\237735-C-PLAN.dwg - (Plotted by: Nicholas Kanelides on Friday, January 24, 2025 8:56:19 PM)



GRAPHIC SCALE
0 10 20 40
(IN FEET)
1" = 20'



KEY MAP



91ST STREET - STA. 18+50.00 TO STA. 22+50.00

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
A EXPONENT COMPANY

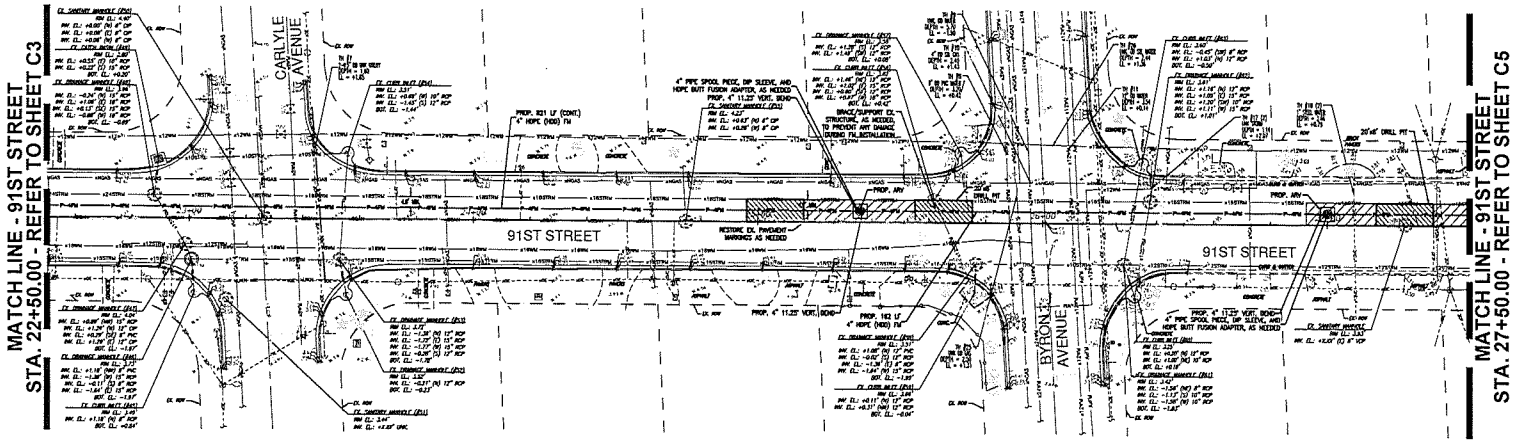
INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

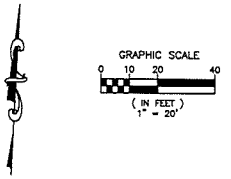
ENGINEERING PLAN AND PROFILE

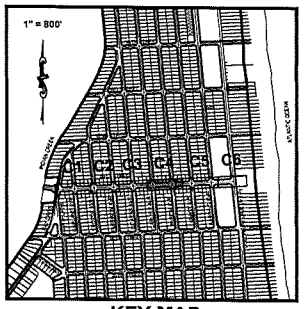
NICHOLAS W. KANELIDES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 79336
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELIDES, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C3

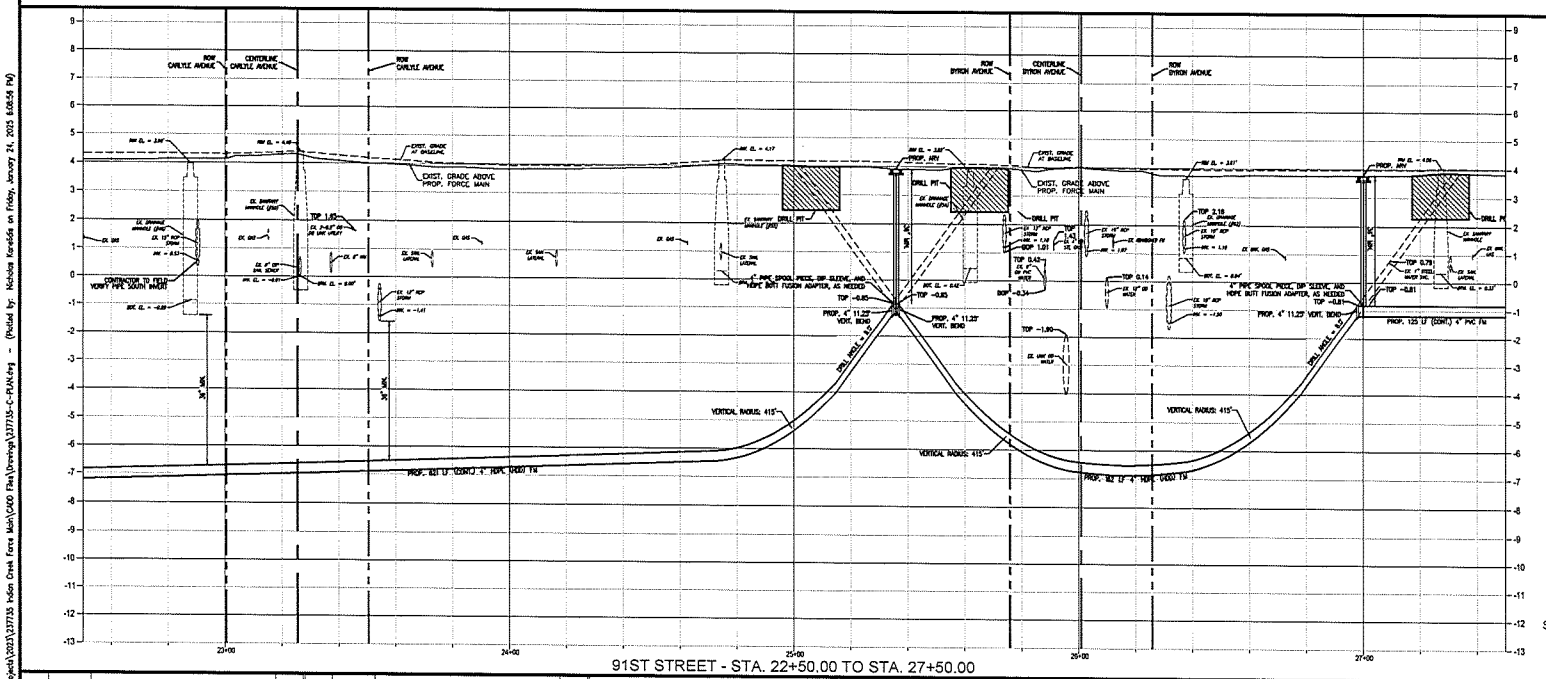
File Name: P:\Projects\2023\237735 Indian Creek Force Main\CADD Files\Drawings\237735-C-PLAN.dwg - Plotted by: Nicholas Kanelides on Friday, January 24, 2025 8:07:38 PM







KEY MAP



91ST STREET - STA. 22+50.00 TO STA. 27+50.00

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
811 Sunshine One Call of Florida, Inc.
www.callsunshine.com

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

NO	DATE	REVISION	BY

NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
A SAFEBUILT COMPANY

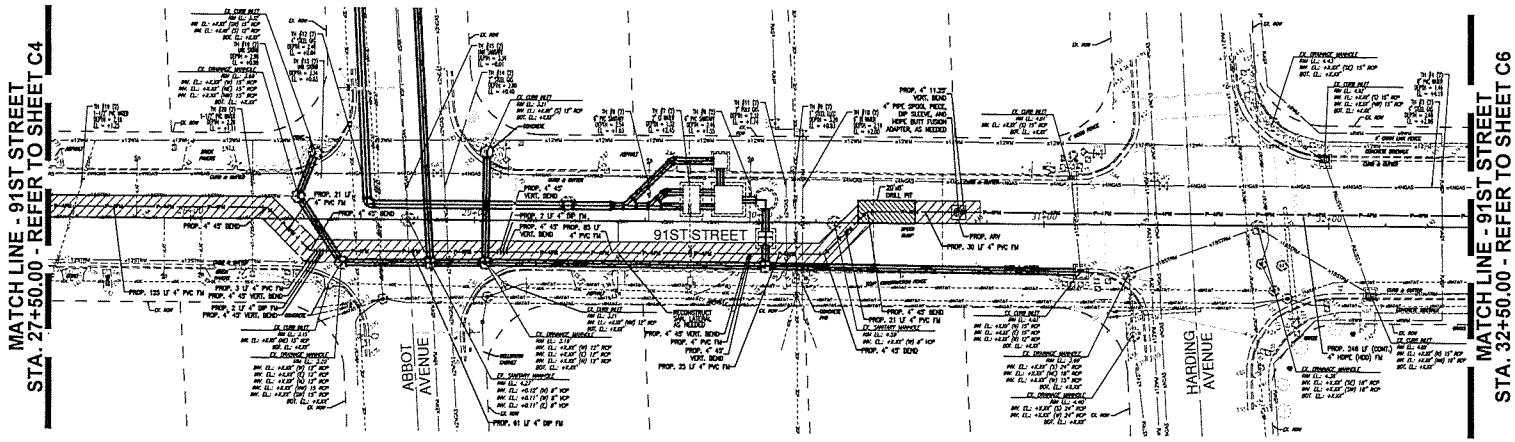
INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

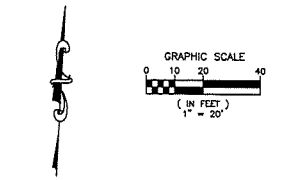
ENGINEERING PLAN AND PROFILE

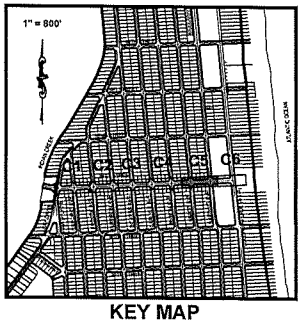
NICHOLAS W. KANELLIS, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 76324.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELLIS, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C4

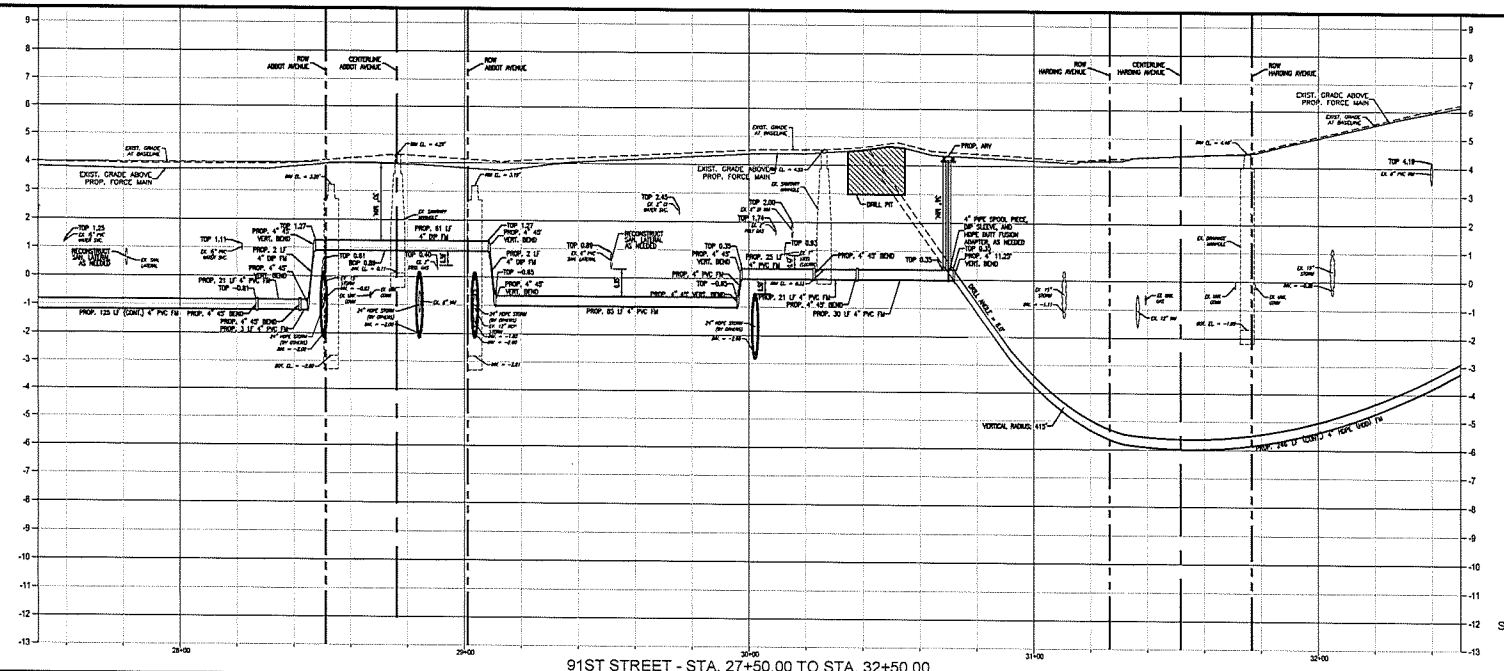
File Name: P:\Projects\2023\23735 Indian Creek Force Main\CADD Files\Drawings\237735-C-PLAN.dwg - (Plotted by: Nicholas Kanellis on Friday, January 24, 2025 8:08:58 PM)







KEY MAP



91ST STREET - STA. 27+50.00 TO STA. 32+50.00

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc
A BAKERTILLY COMPANY

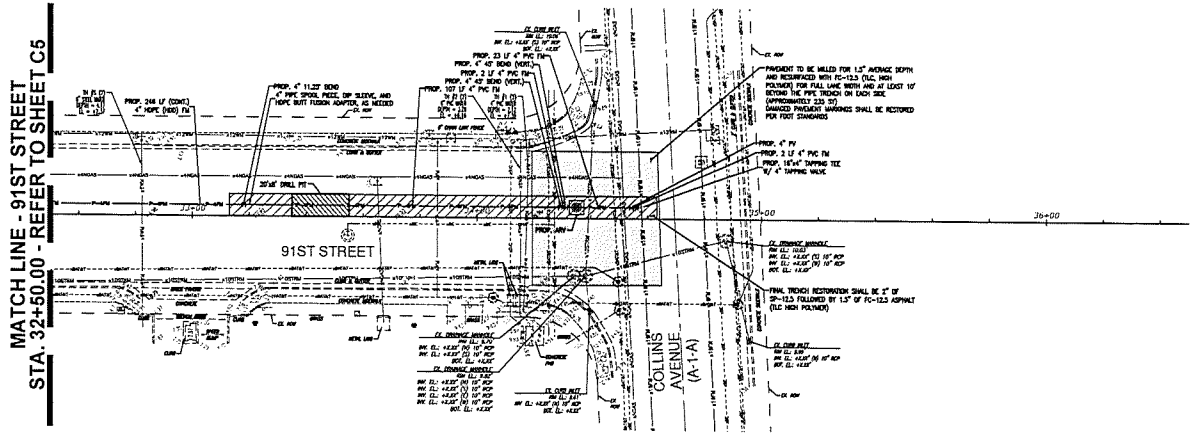
INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

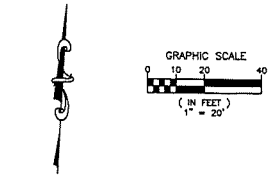
ENGINEERING PLAN AND PLAN AND PROFILE

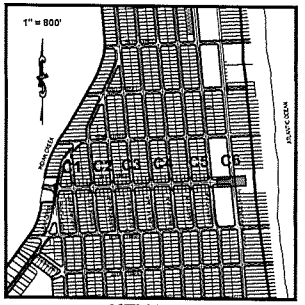
NICHOLAS W. KANELIDIS, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 75526.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELIDIS, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C5

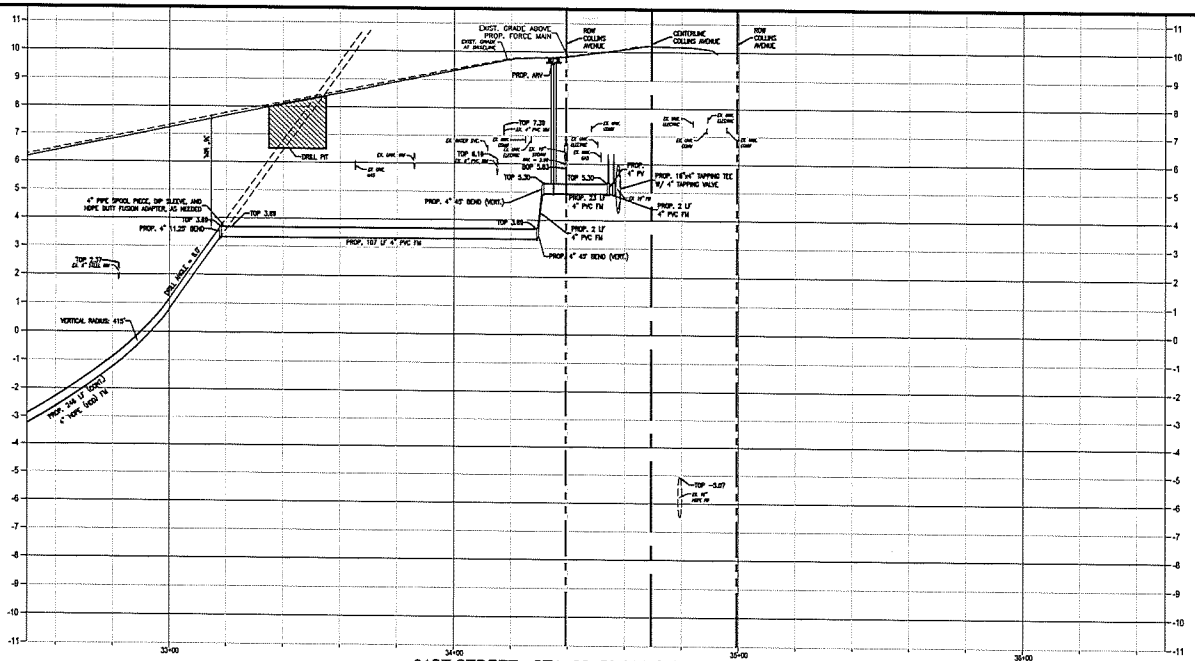
File Name: P:\Projects\2023\23735 Indian Creek Force Main\CAD Files\Drawings\23735-C-PLAN.dwg - Plotted by: Nicholas Kanelidis on Friday, January 24, 2025 6:10:09 PM







KEY MAP



91ST STREET - STA. 32+50.00 TO STA. 36+50.00

SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

HATCHING LEGEND

- CONCRETE SIDEWALK/CURB RESTORATION
- ASPHALT ROADWAY FULL DEPTH CONSTRUCTION
- STAMPED ASPHALT/PAVERS
- SOD/VEGETATION RESTORATION
- DRILL PIT
- ASPHALT MILLING AND RESURFACING

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT PLANS
NOT FOR CONSTRUCTIONS
ELEVATIONS SHOWN ARE IN NGVD29

NO	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.
A Kimley»Horn Company

INDIAN CREEK VILLAGE FORCE MAIN
SURFSIDE, FLORIDA

ENGINEERING PLAN AND PROFILE

NICHOLAS W. KANELLIS, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 79336.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS W. KANELLIS, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 1/24/2025

SCALE: AS SHOWN
PROJECT No: 23-7735
SHEET: C6

File Name: P:\Projects\2023\23735 Indian Creek Force Main\CAD Files\Drawings\23735-C-PLAN.dwg - Plotted by: Nicholas Kanellis on Friday, January 24, 2025 6:11:30 PM

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 19.

ITEM: Discussion and possible action regarding the potential interpretation of the Town Code relating to the application for a Medical Spa usage on the ground floor within the B-1 Business District. Sponsored by Council Member Robert Yaffe

DESCRIPTION:
Discussion and possible action regarding the potential amendment of the Town Code to allow **Medical Spa** uses on the **ground floor** within the **B-1 Business District**. This item is sponsored by Councilmember Yaffé and seeks input from the Town Council on whether to initiate formal code revisions or direct staff to draft an ordinance for future consideration.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Lorrainia Belle, Town Planner

ATTACHMENTS

1.	body +beauty

Lorrainia Belle

From: Victoria Taylor <vtaylor@bodyandbeauty.com>
Sent: Thursday, July 3, 2025 8:49 AM
To: Lorrainia Belle; Lindsley Noel; Michael J. Miller; Janai Pomales; Marlon Martinez
Cc: Samuel Schloss; Korin Korman
Subject: Letter of Intent - Body+Beauty Lab 1000 Kane Concourse
Attachments: Body+Beauty Lab Floor Plan.png; View 03 - 01.15.2025.jpg; View 01 - Final - 01.jpeg; B+BL WPB.mp4; BBL_brochure_pages_20241119_digital_single.pdf

Hi Janai,

I am writing on behalf of Body + Beauty Lab to submit this Letter of Intent in connection with our proposed use of the ground-floor space located at Church by the Sea, 1000 Kane Concourse. We appreciate the opportunity to present our plans and respectfully request that the Town Council evaluate our proposed use under the applicable zoning code, with consideration of the limited nature of an MD on site performing cosmetic injectable services.

1. Summary of Proposed Use

Body + Beauty Lab is a luxury med spa that offers wellness-focused, aesthetic, and non-invasive cosmetic services in a spa-like, **retail-centered environment that encourages walk-in clientele and foot traffic.** Our business is designed to enhance the retail vitality of the area, offering personal services in line with B-1 permitted uses, including spa treatments, beauty services, and wellness therapies. In addition to services, we carry a curated selection of advanced skincare products available for retail purchase. **Please see our menu of services attached.**

2. Justification for the Request

While the B-1 zoning code prohibits "medical offices" on ground-floor retail, the term "medical office" is not defined in the code. Our use does not fit the conventional definition of a medical office. Instead, we operate as a spa and personal services establishment, with minimal MD presence.

Our request is justified by the fact that this presence is both incidental and accessory to the principal spa use. **Our guests frequently shop skincare with us—just as they would in any beauty retail store—reinforcing that our core identity is aligned with walk-in retail rather than appointment-based primary medical care.** We believe that the use falls squarely within permitted zoning intent and respectfully request that it be formally recognized as such.

3. Description of Services to Be Offered Below / Menu of Services Attached.

- Signature facials
- Hydrafacials
- Microneedling
- Chemical Peels
- Laser skin resurfacing treatments
- Wellness injections

- Hair restoration treatments
- Cosmetic injectables (Botox/fillers) administered by a licensed MD, PA or NP
- Biostimulators

Retail Offerings:
We carry a professionally curated selection of advanced skincare products that support treatment results and encourage at-home skin health. These include cleansers, serums, sunscreens, and anti-aging formulations. Our team regularly consults walk-in visitors seeking skincare guidance and product recommendations, providing a high-touch, boutique retail experience.

This skincare retail component represents a significant part of our daily traffic, and reflects the kind of casual, commerce-friendly experience typical of high-end spas, salons, and cosmetic retailers.

4. Proposed Hours of Operation

Monday to Saturday: 10:00 AM – 7:00 PM
(MD expected to be on site one day per week)

5. Floor Plan

Attached is the proposed floor plan, which demonstrates our retail-focused layout.

6. Additional Supporting Information

- Renderings of our Bay Harbor location are attached to showcase the design quality and visual appeal of our space.
- We also invite the Council and Town staff to visit our operating location in West Palm Beach to see our retail-focused design in action.
  > Images of West Palm Beach: interior view here and street view here

Our West Palm Beach location is directly connected to the AKA Hotel and has become a preferred destination for hotel guests purchasing skincare and seeking light, walk-in spa services. We've designed our spaces intentionally to feel approachable, luxurious, and focused on wellness retail.

Our goal is to complement and enhance the pedestrian-friendly, service-oriented experience in Bay Harbor Islands.

The presence of an MD for limited hours ensures safety and compliance with state regulations but does not constitute primary medical use.

We believe our proposed use aligns with the spirit of the B-1 zoning code and does not disrupt the retail integrity of the neighborhood.

Looking forward to your reply with next steps.

--

Victoria Taylor
Co-Owner
Body+Beauty Lab
vtaylor@bodyandbeauty.com
786.344.6483 m
https://bodyandbeautylab.com/
Schedule Now

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 20.

ITEM: Discussion and possible action to consider a design option for the Kayak Park (96th Street and Bay Harbor Drive). Sponsored by Council Member Teri D'Amico

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS

1.	8-13-25 MTG- Kayak Park agenda item - DAMICO - revised 8-8

Existing conditions for Future Projects

Documentation & Recommendations for Consideration

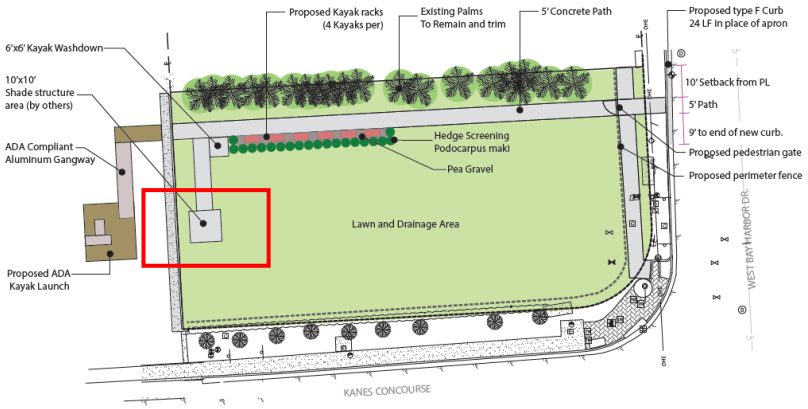
1. TOWN 95TH STREET PARK NEXT TO COMMUNITY CENTER & KAYAK PARK 2 PARKS WITH NO REVENUE, HIGHER AND BETTER USE TO CONSIDER SEE PROPOSAL
2. GATEWAY PROPERTIES – GOALS & PUBLIC INPUT REQUIREMENTS, DESIGN IS ONLY FOR KAYAK RESIDENTS CONSIDER PROPOSED DESIGN WITH SHADE PAVILLON FOR ALL RESIDENTS TO ENJOY THE WATERWAY
3. P3 PROJECT - PROS & CONS – BETTER TO SELL WITH NO CONDITIONS FROM THE TOWN, PROVIDE % OF PARKING, FOR IMMEDIATE SALE ALL PROFIT FOR BHI
4. GATEWAY WATER FRONT PARK – PROPOSED ADDITIONS TO THE HOSTILE DESIGN, NO SHADE, SEATING, SOD MAINT, LOOKS LIKE VACANT LOT WAITING 20 YEARS VS OTHER LOCALS FACILITIES
5. DOCUMENT CURRENT CONDITIONS FOR STORM SEASON, BRIDGE, SEAWALLS, CRANE/DEWATERING, STORMDRAIN CLEARANCE, PEDESTRIAN SAFEY , EMERGENCY EVACATION, ELECTRICAL FIRES DOWNAGE
6. TOWN 95TH SURFACE PARKING TO BE USED FOR PARKING TRUST OBLIGATIONS – EBHD LA BAHIA AND CONTRACTORS FOR FEES FOR TOWN
7. APPLY STATE FUNDING FOR POLICE FOR SAFE CONDITIONS, USE TRAILER RENTAL TOWARD CBTS

96 TH/ KANE CONCOURSE & GATEWAY PROPERTY PUBLIC WATER ACCESS

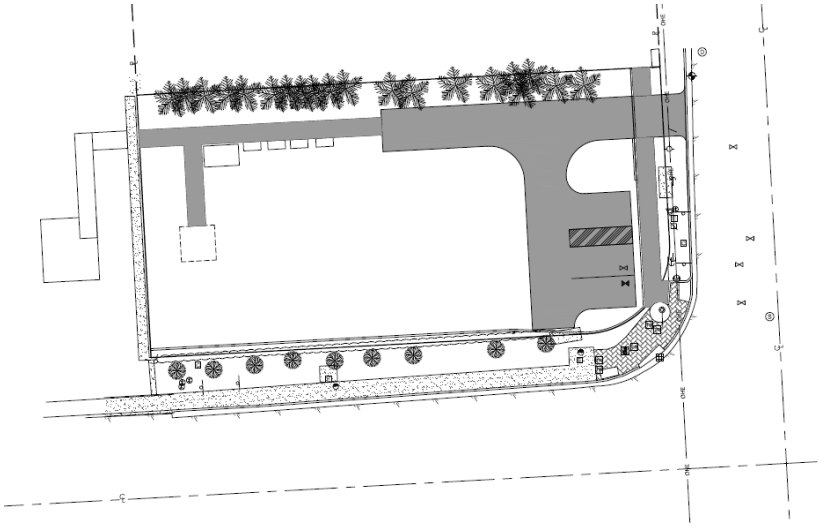
WATER ACCESSIBLE KAYAK LAUNCHING DOCK OR PUBLIC PARK FOR EVERYONE?

Documentation & Recommendations for Consideration

Design 1



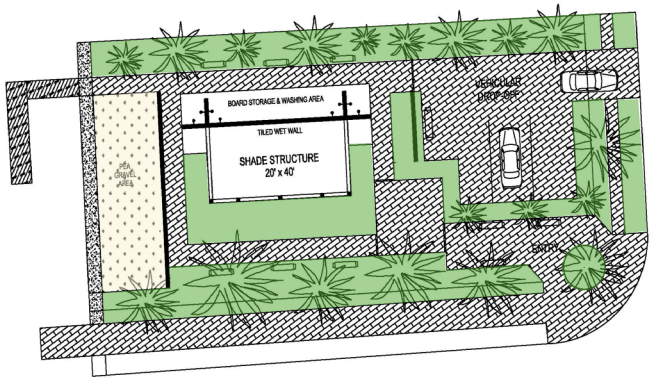
Design 2



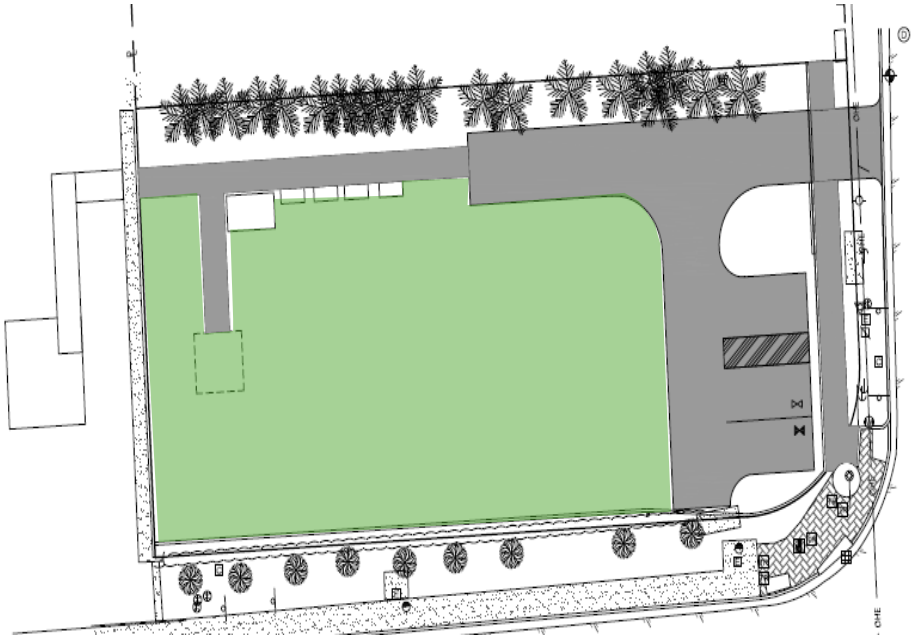
Design 3

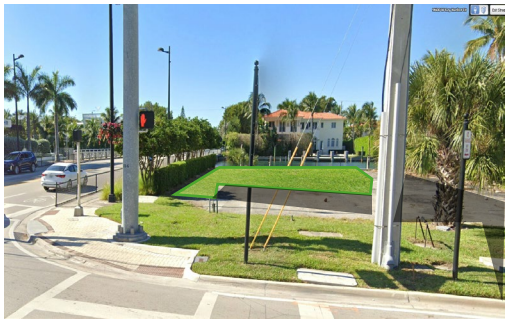
Design 2 with Pavillon

With Parking turned as discussed at Meeting



96th Street Water Park





<u>As purposed by Town Engineers</u>
See submitted plans on agenda

<u>Note</u>
Shade Pavillion Not included in Cost or Scope of work.

- 3 PARKING SPACES,
- ONE PATH TO SEAWALL,
-
- FIELD OF SOD AND
- LAUNCHING DOCK for KAYAKS

<u>THIS IS NOT A PARK, IT LOOKS LIKE A EMPTY LOT FOR SALE AND DOGS WILL USE</u>
We can't keep the EIXISTING dog park sod maintained…how will this be maintained

<u>IS THIS WHAT WE WAITED 20 YEARS FOR</u> The envisioning process promised a waterfront park
<u>TRANSFER DEVELOPMENT RIGHTS 2006</u> … Town income was to be used for parks and water access
<u>GATEWAY PROPERTIES</u> … Designed to provide public water access for the residents
<u>SHORELINE REVIEW</u>… Town removed itself from the program in 2012 where Developers pay for a waterfront park

25 YEARS NO WATER FRONT PARK YET FOR ALL RESIDENTS,
This park ad designed is only for kayak user, not all the residents of the town.

BAY HARBOR RESIDENTS DESERVE BETTER!!!

LOCAL TOWN PARKS & RECREATION & WATERFRONT FACILITIES

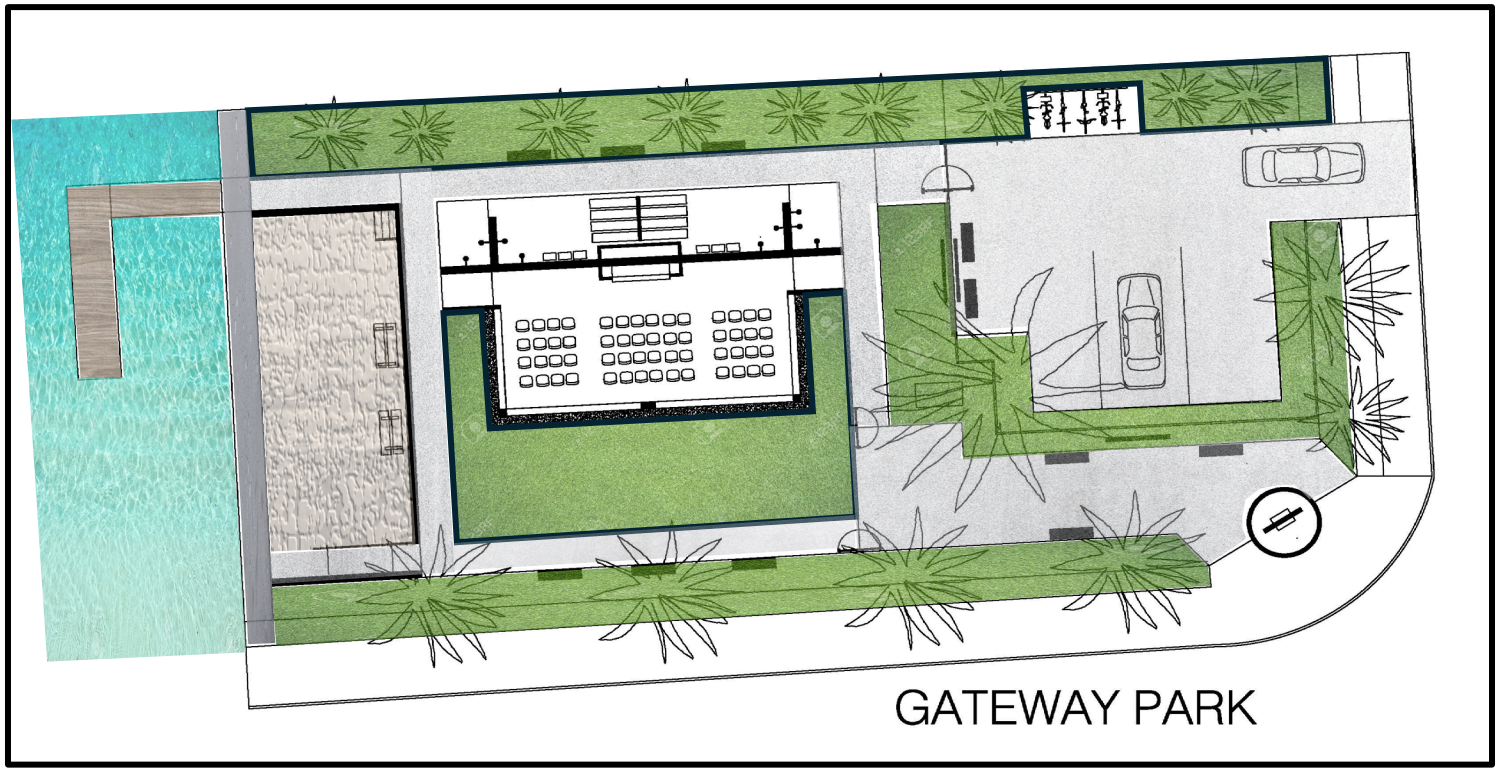
SURFSIDE NEW COMMUNITY CENTER
WITH POOL & PARK WITH LAUNCING DOCK

GATEWAY PROPERTY & WATERFRONT PARK PROMISES NOT FULLFILLED?

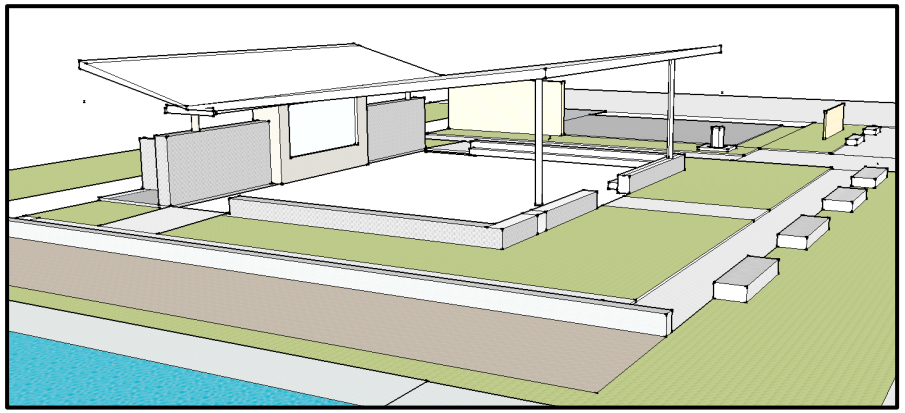
BUT NEIGHBORING TOWNS HAVE RECEIVED NEW PUBLIC FACILITIES WHY NOT BHI?

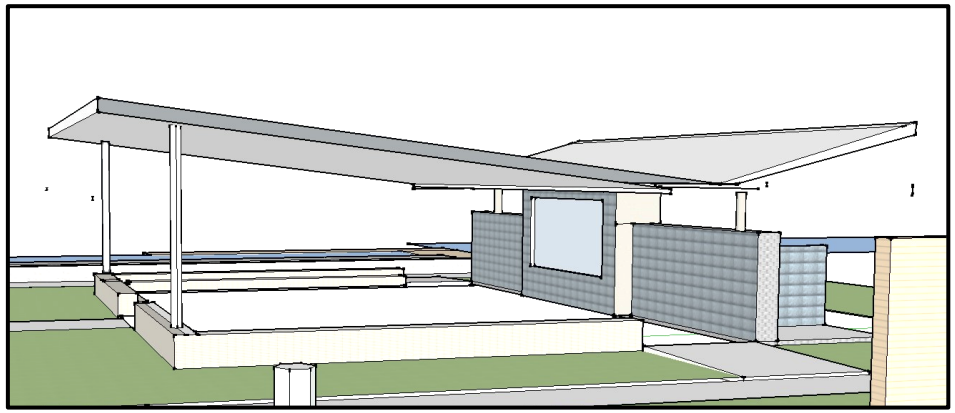
BAL HARBOUR NEW WATERFRONT COMMUNITY CENTER & PARK ALONG WITH A MARINA

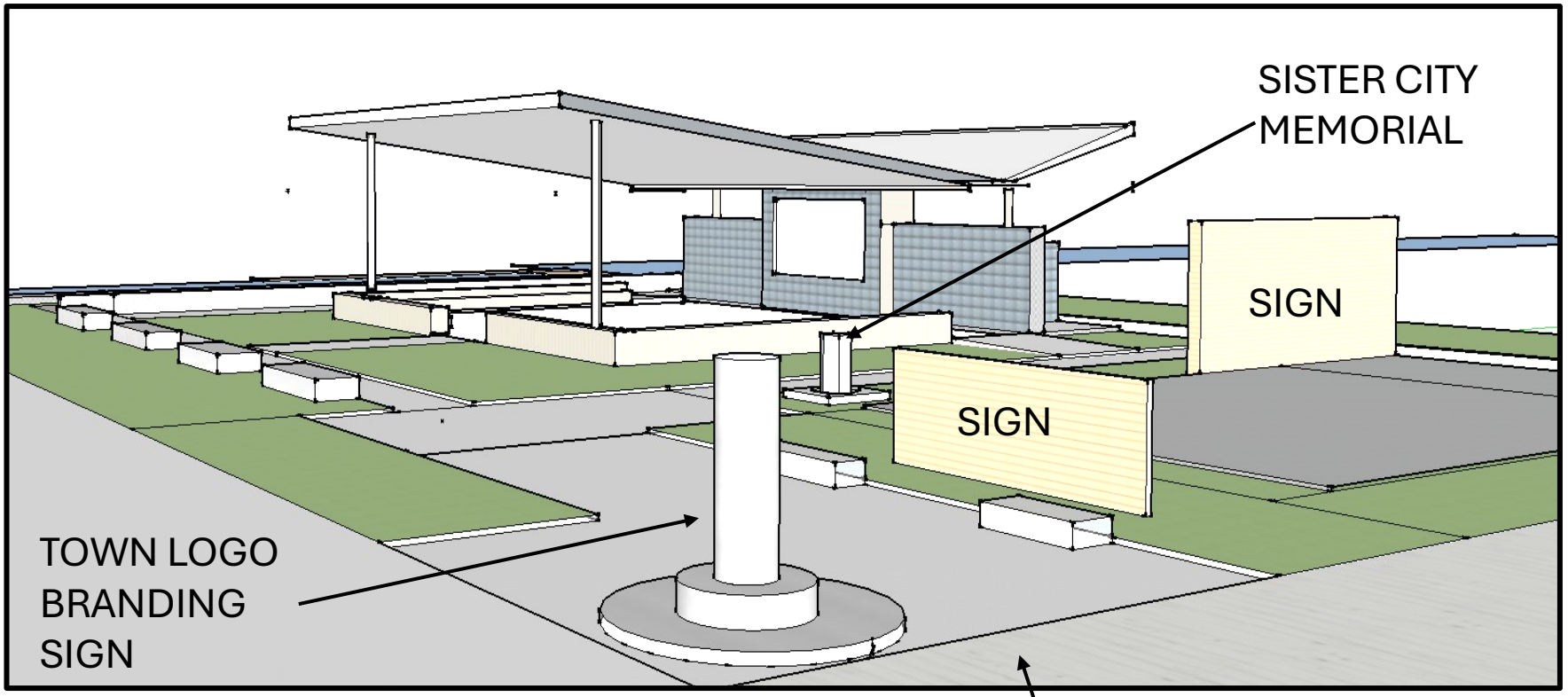
BAY HARBROR ISLAND RESIDENT'S DESERVE
A REAL WATERFRONT PARK FOR ALL RESIDENTS TO ENJOY

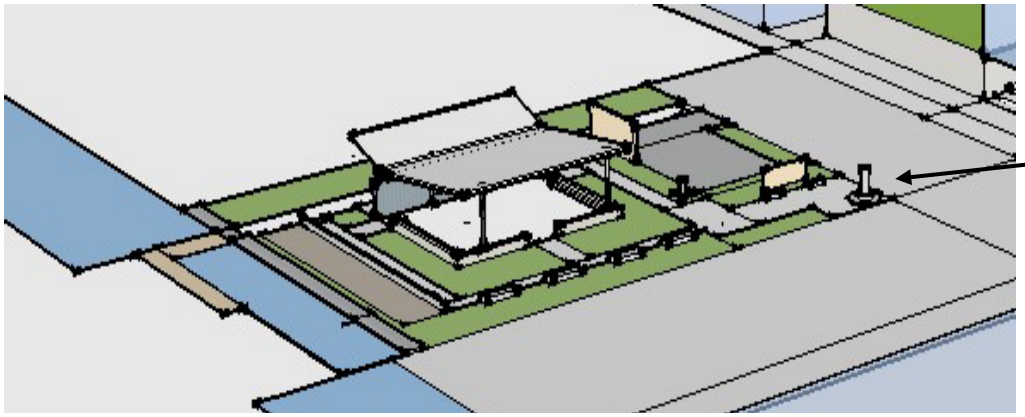


GATEWAY WATERFRONT PARK PROPOSAL

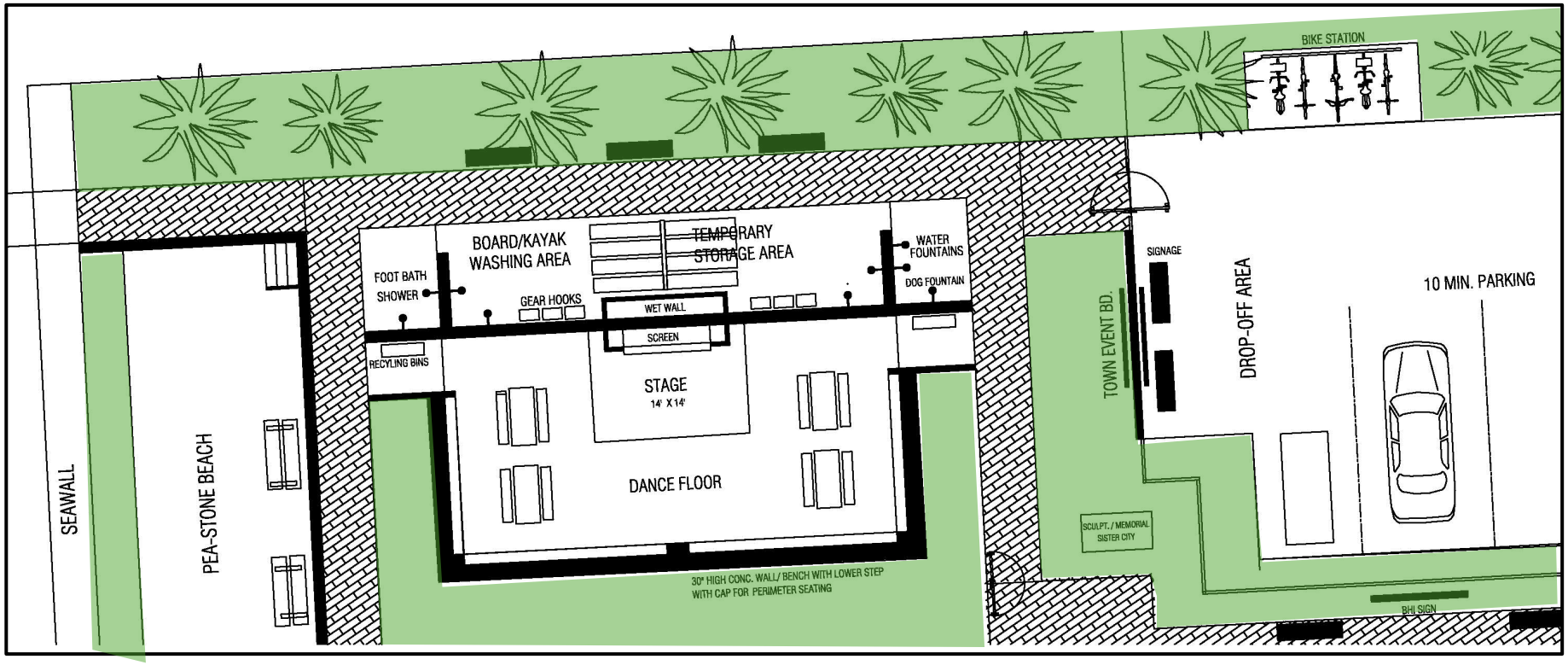


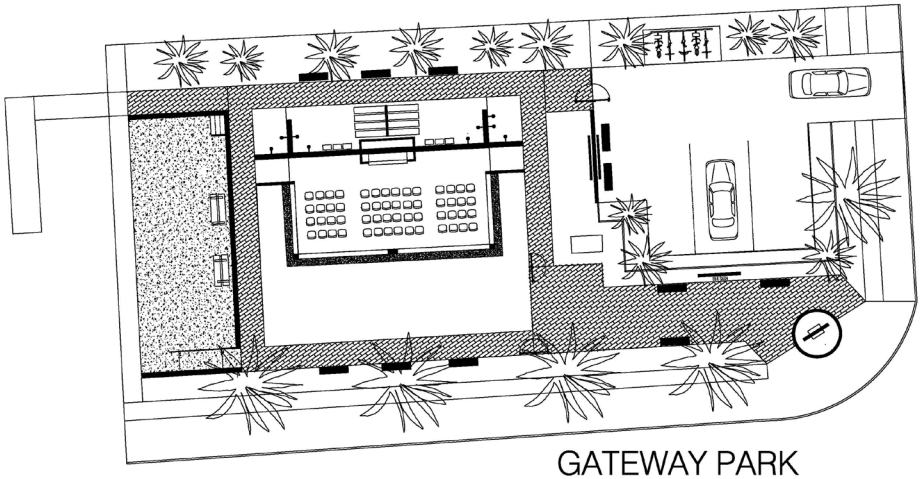




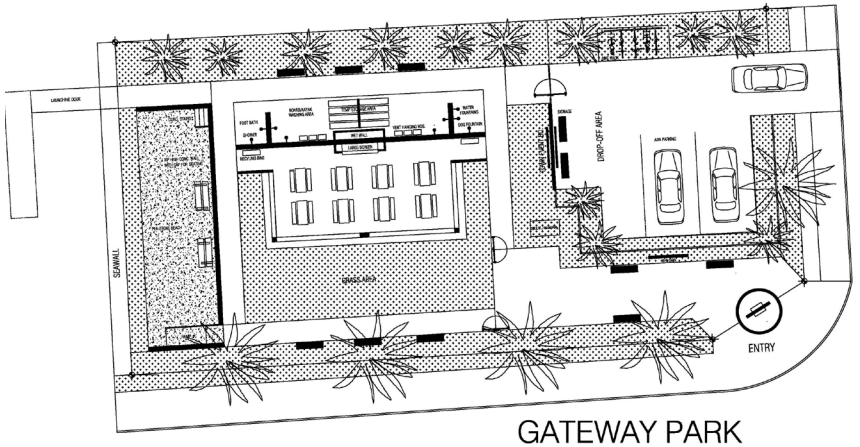


STREET ENTRY
TOWN SIGNAGE





GATEWAY PARK



GATEWAY PARK

PROPOSED MULTI-PURPOSE SHADE PAVILLION

LOW CONCRETE PERIMETER WALL

PICNIC BENCHES FOR FLEXIBLE & CAUSAL SEATING

STANDARD ROOF AT PITCH

WHITE BEAN POLE COLUMNS FOR SUPPORT

FEATURED PROJECT

Corporate Commons Provides Shaded Lunch Pavilion for Tenants in Town Square

Staten Island, New York

FEATURED PRODUCTS

Custom 24' x 32' Monoslope

FEATURED COLORS

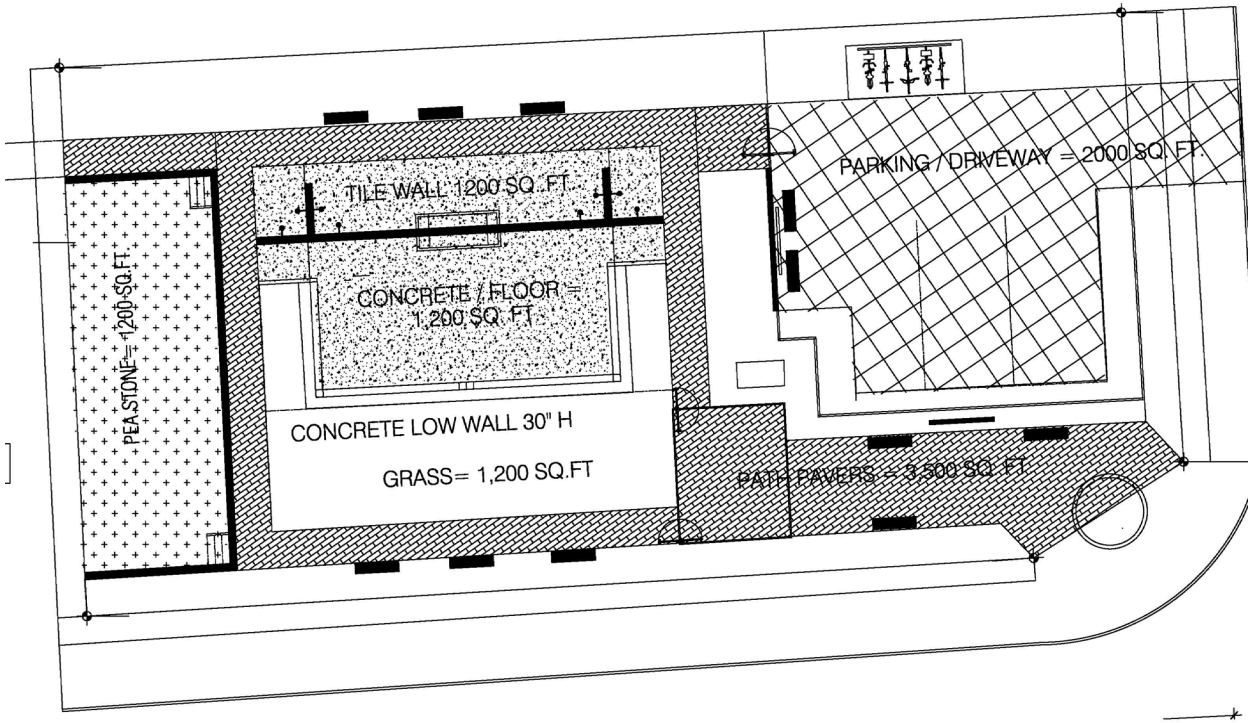
White Powder Coat Frame

Bone White Roof

GATEWAY WATERFRONT PARK SHADE STRUCTURE

Concept Images

Modern Form Shade Structures



ADDITIONAL COST TO PROPOSAL

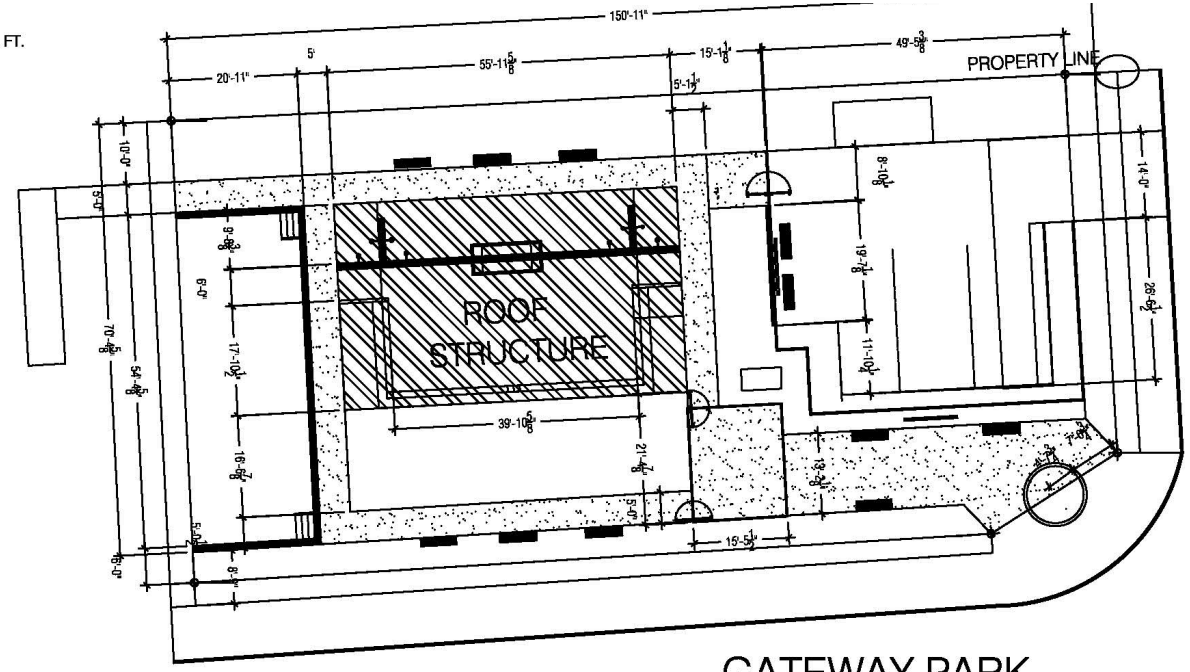
PARKING / DRIVEWAY = 2000 SQ. FT.
PEA STONE= 1200 SQ.FT.
PATH PAVERS = 3,500 SQ. FT.
GRASS= 1,200 SQ.FT
PATH PAVERS = 3,500 SQ. FT.
TILE WALL 1200 SQ. FT.

PLUMBING FIXTURES
LIGHT FIXTURES
BENCHES / PICNIC TABLES.

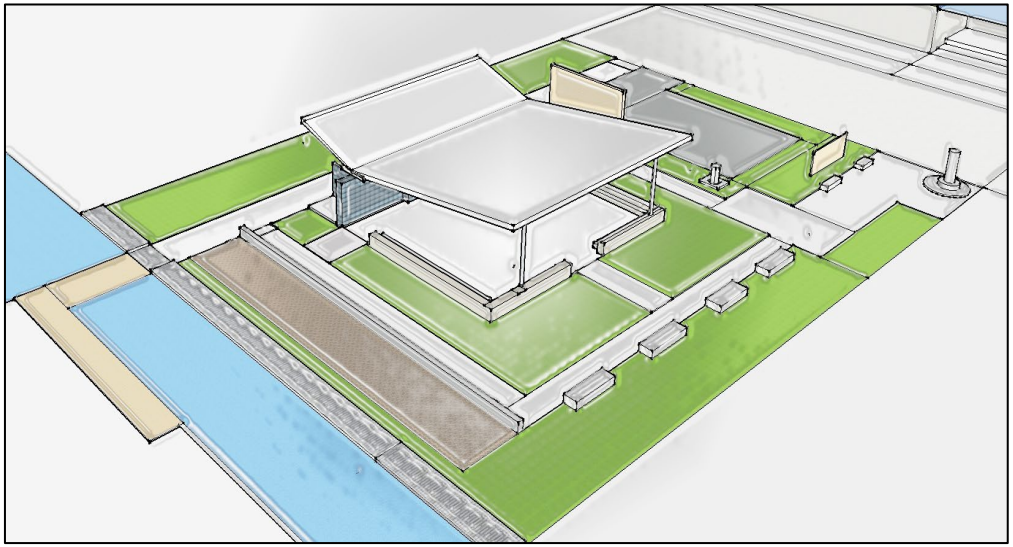
CONCRETE / FLOOR = 1,200 SQ. FT.
CONCRETE LOW WALL 30" H

PAVILION - ROOF & COLUMNS

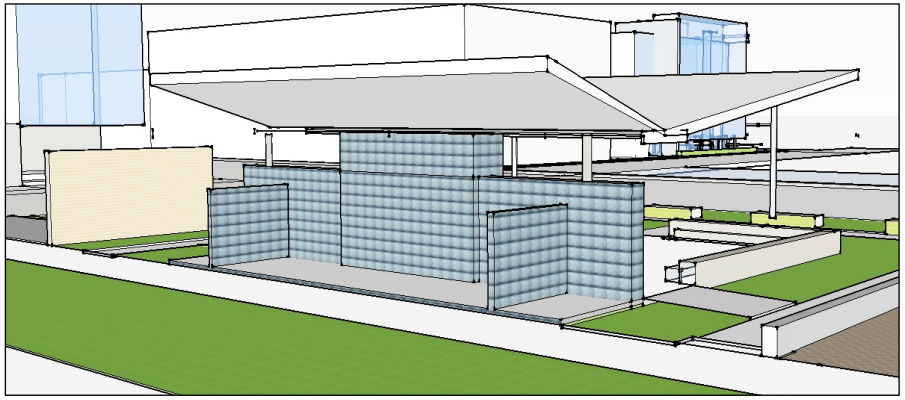
LABOR



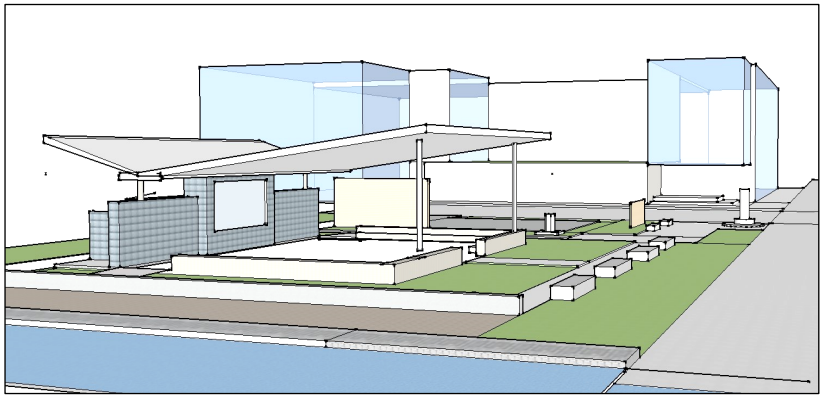
GATEWAY PARK

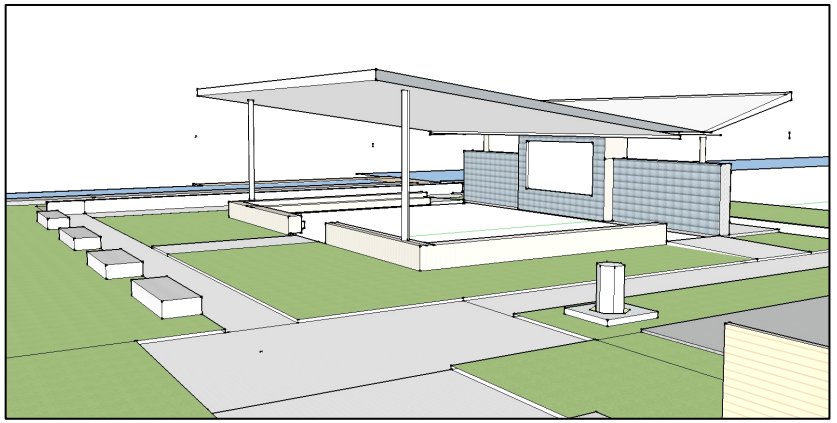


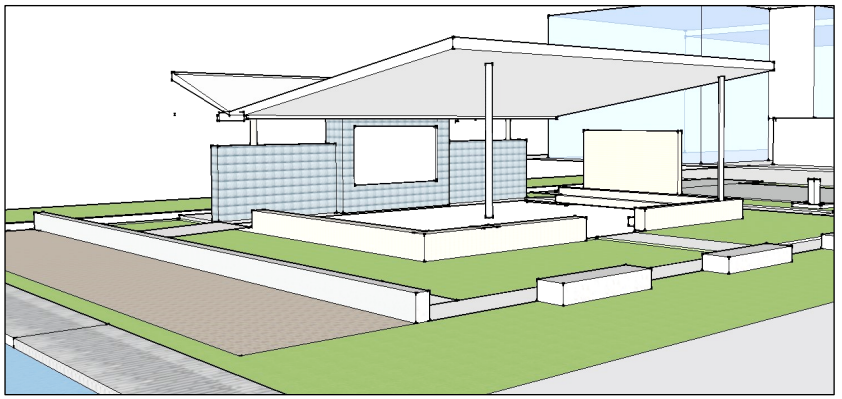
PAVILLION SHADE STRUCTURE
MULITI-PURPOSE EVENT SPACE

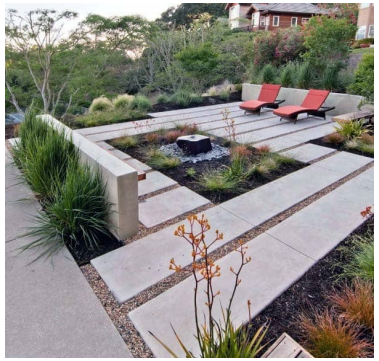


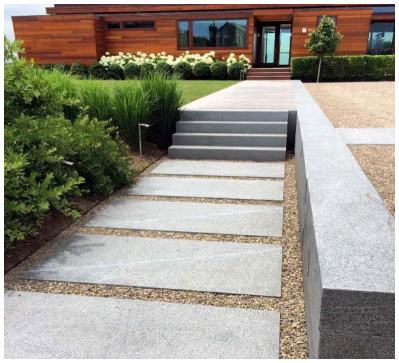
NORTH SIDEBOARD WASHING & STORAGE AREA







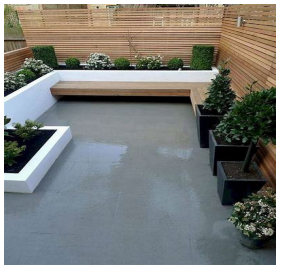


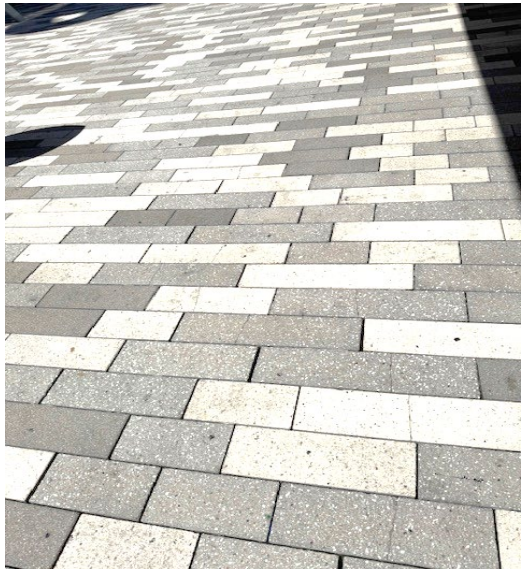


Concrete Low Wall & Pavers

Grass and Pea Gravel

GATEWAY WATERFRONT
Concept Images





GATEWAY WATERFRONT
Concept Images

96th Street Park Concept Images

Kayak Launching & Temp Storage Racks

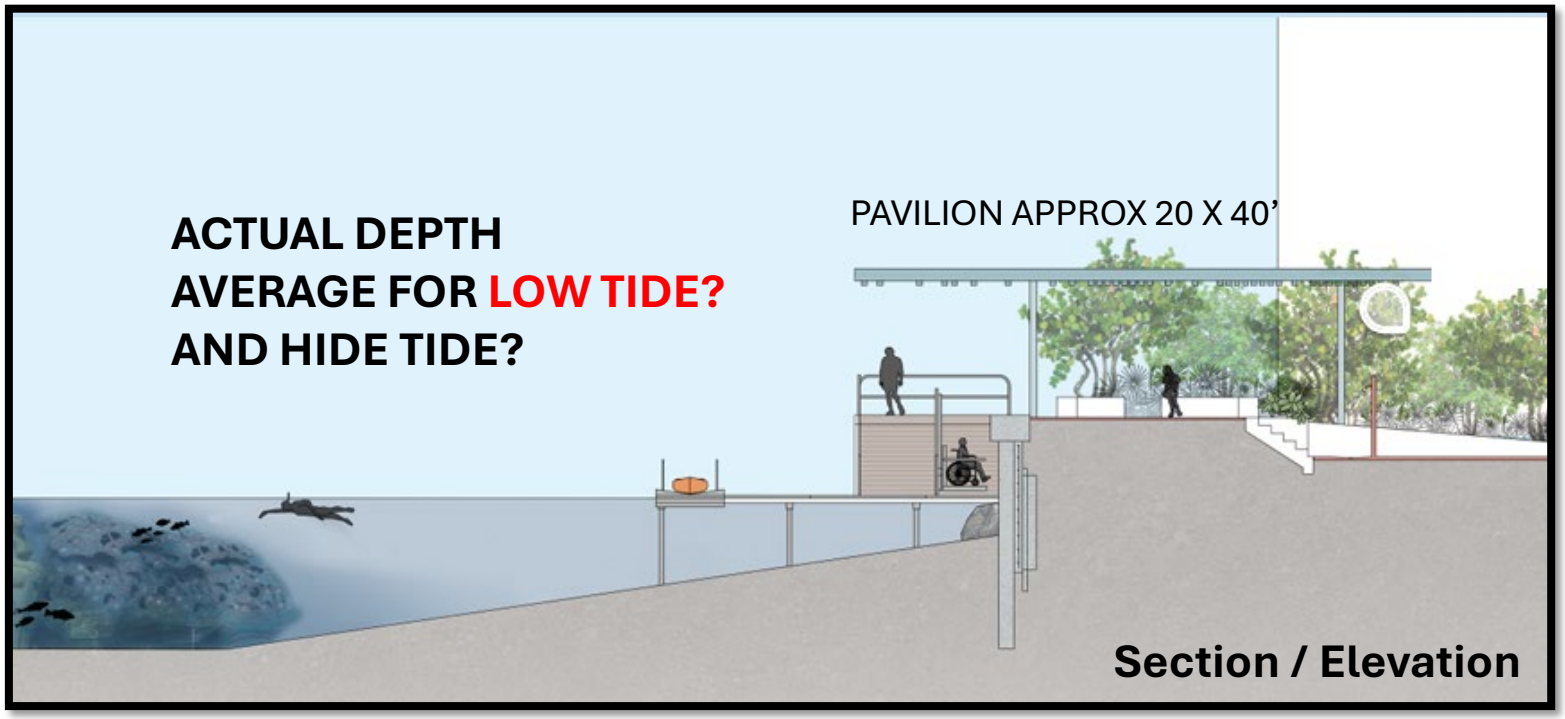
GATEWAY WATERFRONT PARK

Concept Images

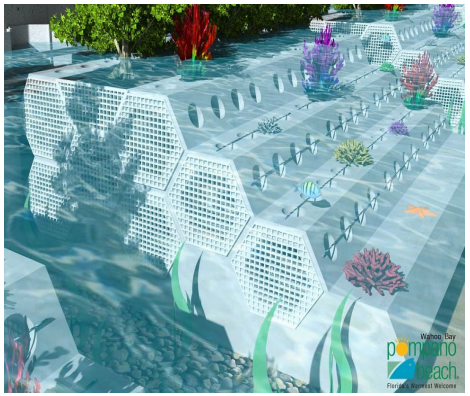
Kayak, Paddleboard Washing Station

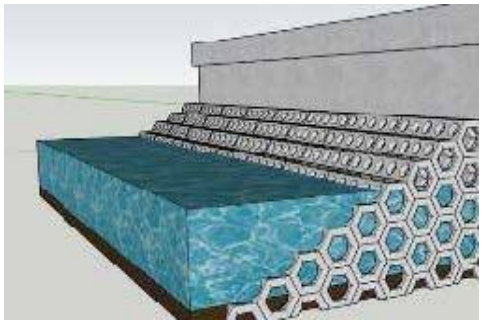
UNANSWERED QUESTIONS ABOUT THE ARTIFICAL REEF

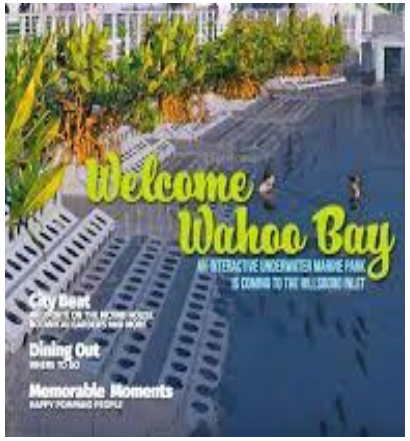
How will the 3D printed artificial Reef work with the kayak launching area?
Where is the Location, what is Height?
Will it project above the water line if low tide?
Who will be able to see it, from where? The bridge?
Will residents be able to dive around the reef?
Does this reef apply to our FEMA Rating?



FIU - 96th Street Park Pavillon Approved As Presented by DRB
Why was the Pavillon Removed from the project.



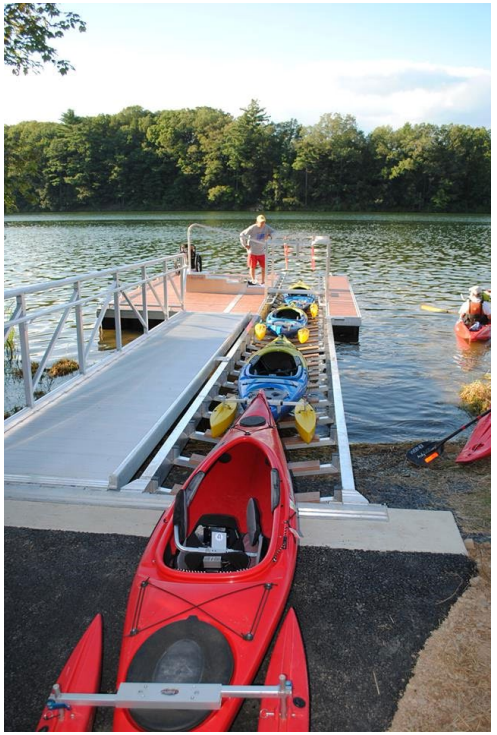




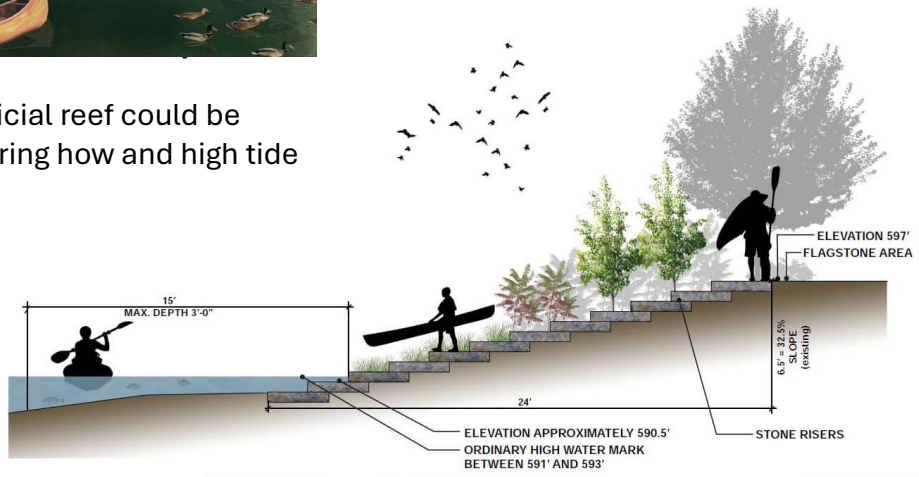
3d printing concepts should be integrated with public accessibility to the waterway.

Provide working drawings during high and low tide?

Will this help our FEMA rating to help residents save money on flood insurance?

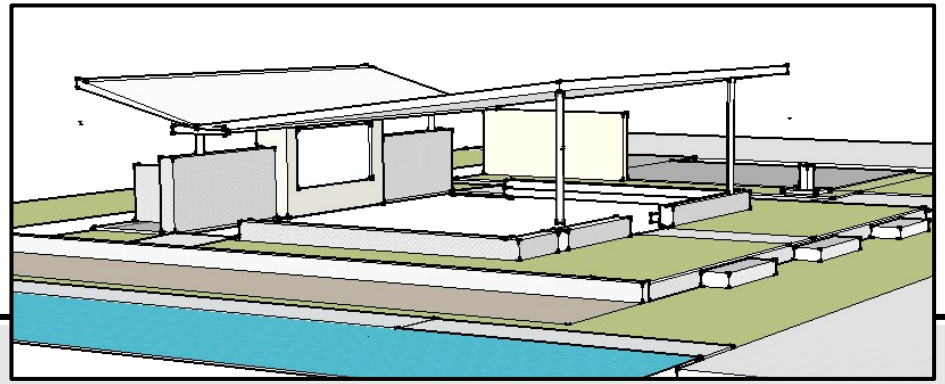


Sloped artificial reef could be affective during how and high tide



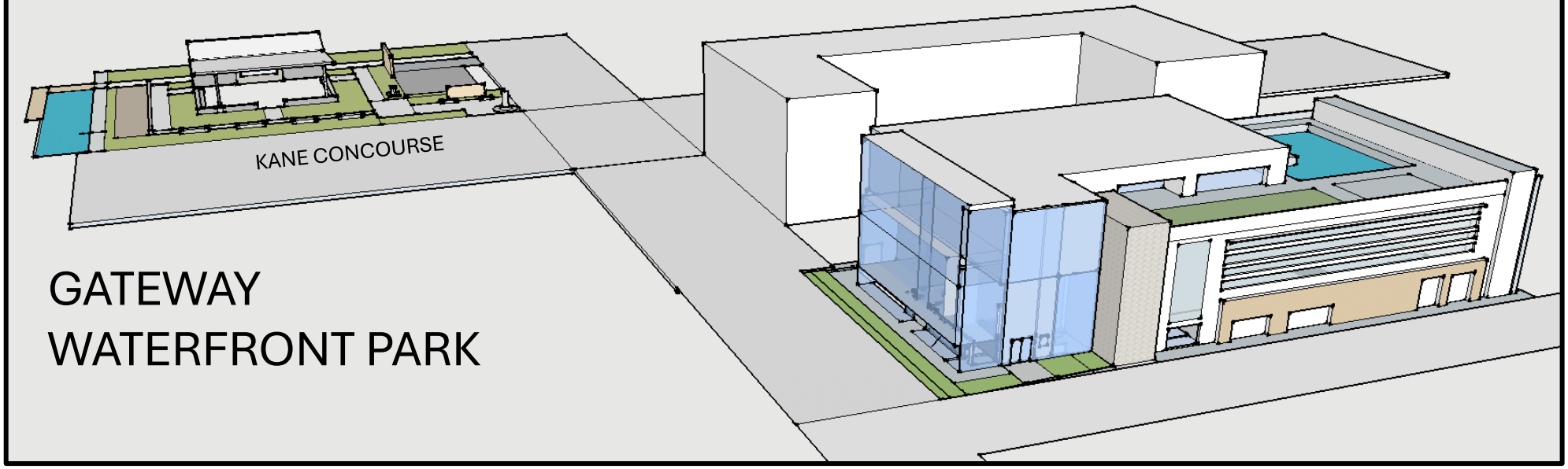
95th Street Parking Garage
Town Hall &
Police Station Addition

Documentation & Recommendations for Consideration



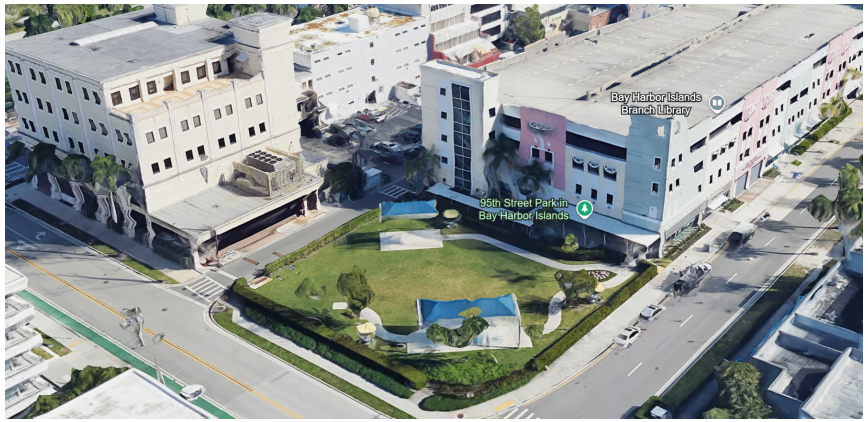
TOWN HALL / POLICE STATION

PROPOSED ADDITION TO EXISTING PARKING GARAGE



GATEWAY
WATERFRONT PARK

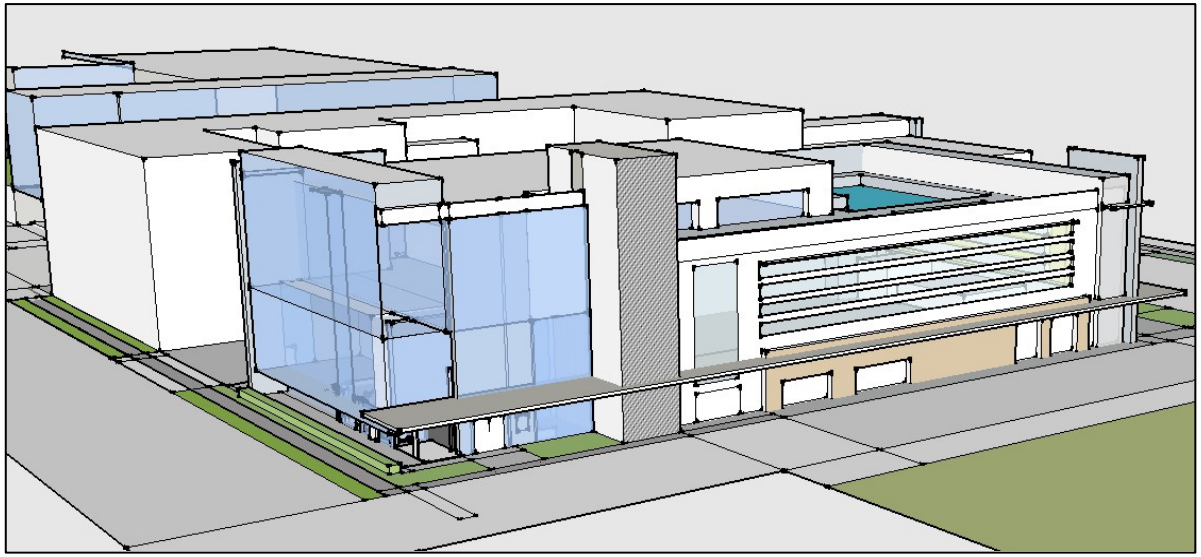
PROPOSED STUDY FOR BAY HARBOR ISLAND'S



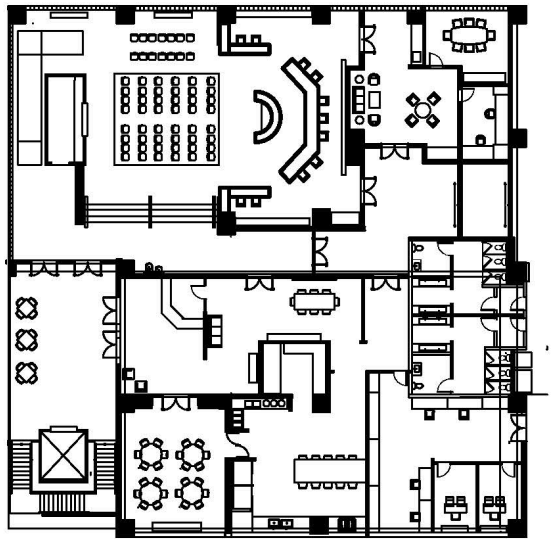
WHAT IS THE VALUE For the MAX USE OF THIS PROPERTY?

WHAT INCOME DOES IN BRING TO THE TOWN CURRENTLY?

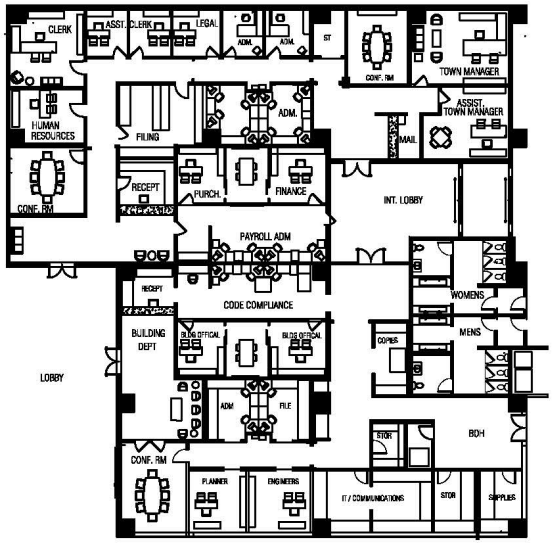
WHAT IS THE FUTURE USES & INCOME PROJECTIONS?



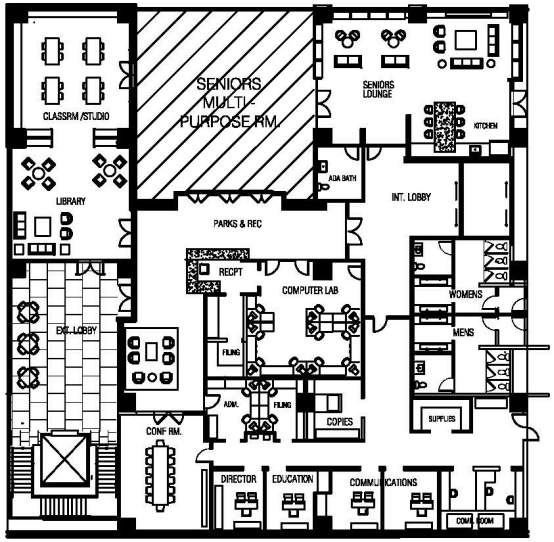
Is this is the most practical location for a new Town Hall?



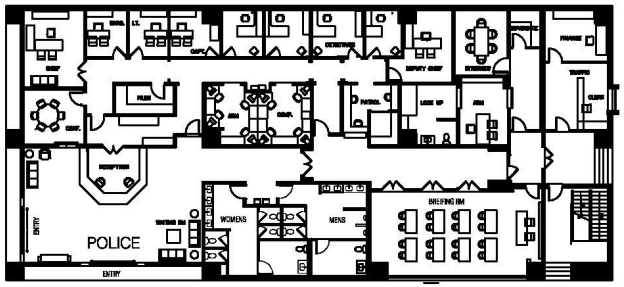
TOWN MANAGER & COUNCIL CHAMBERS

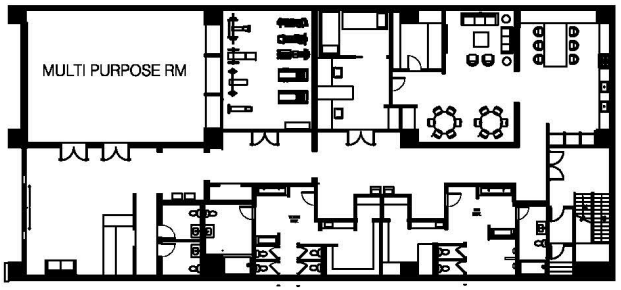


BHI ADMINSTRATIVE OFFICES
BUILDING DEPARTMENT & CODE COMPLIANCE



SENIORS & PARKS AND RECREATION DEPT.

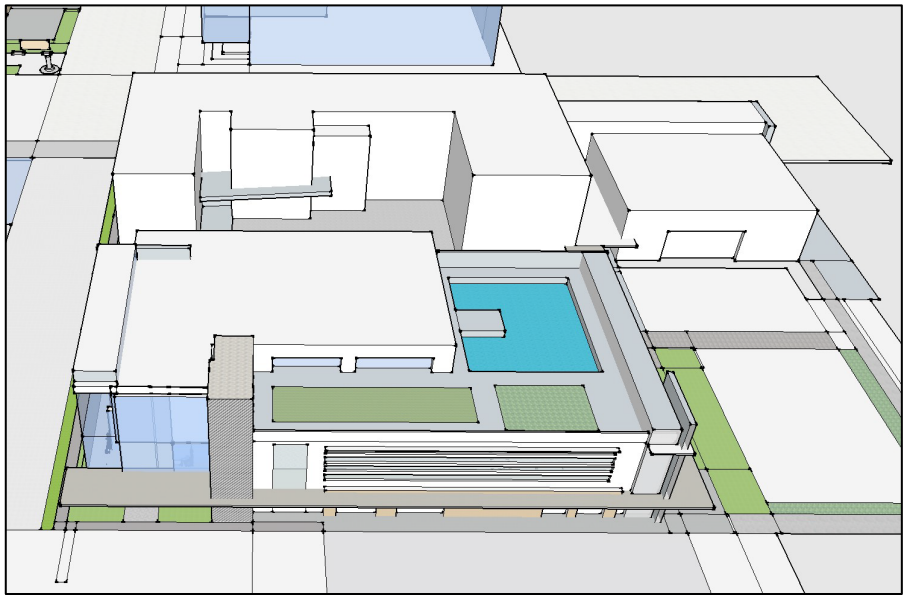


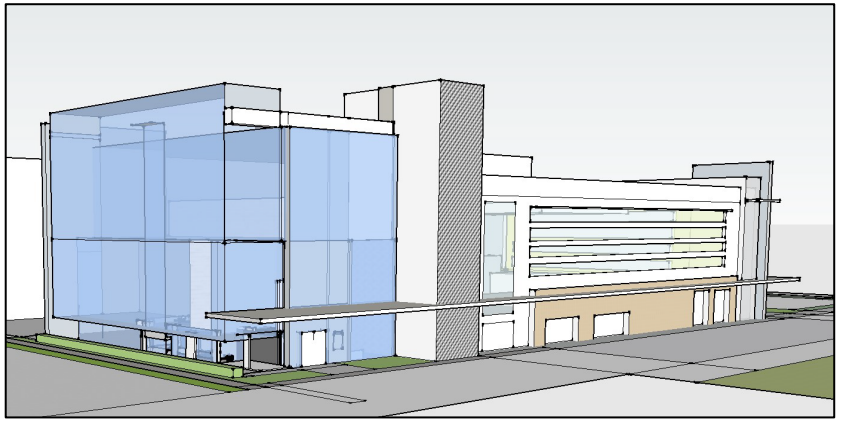


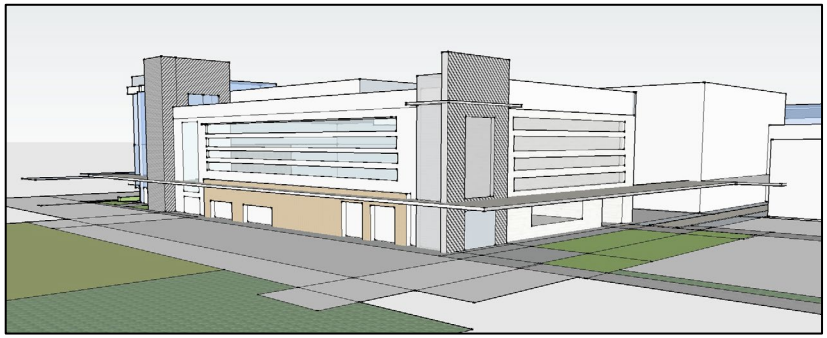
POLICE STATION LAYOUT

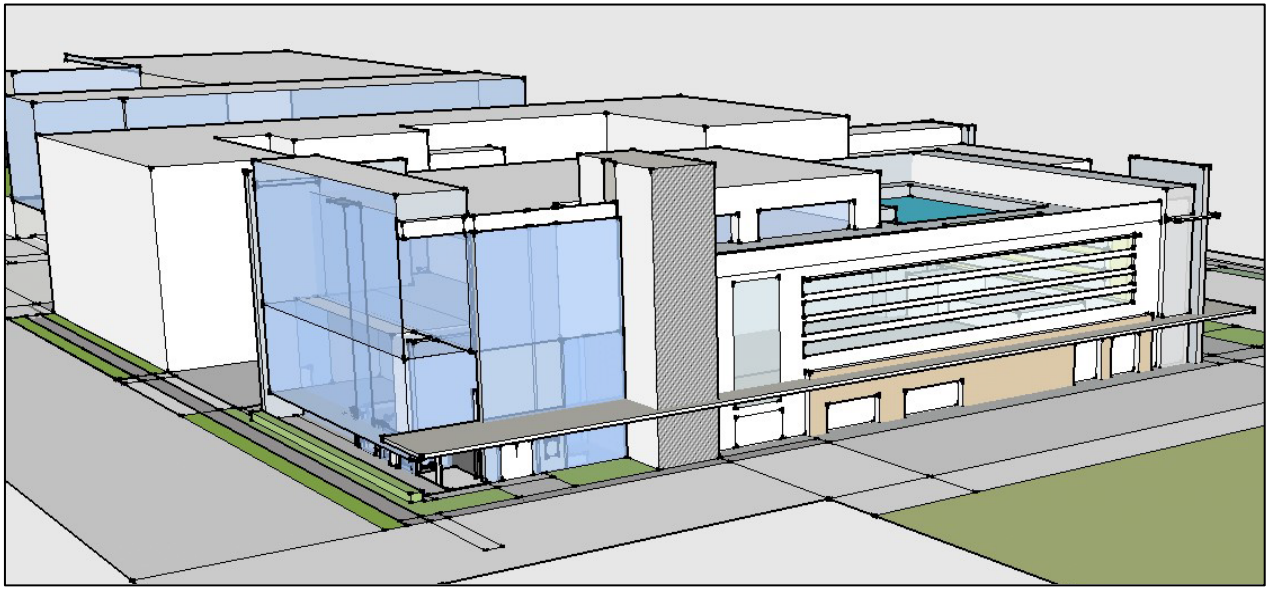
POLICE STATION - 15,000 SQ.FT.
COUNCIL CHAMBERS 6,000 SQ.FT.
ADMINSTRATION 18,000 SQ.FT.
ADDITION PARKS & RECREATION 6,000 SQ. FT.

TOTAL ESTIMATE 45,000 SQ.FT.







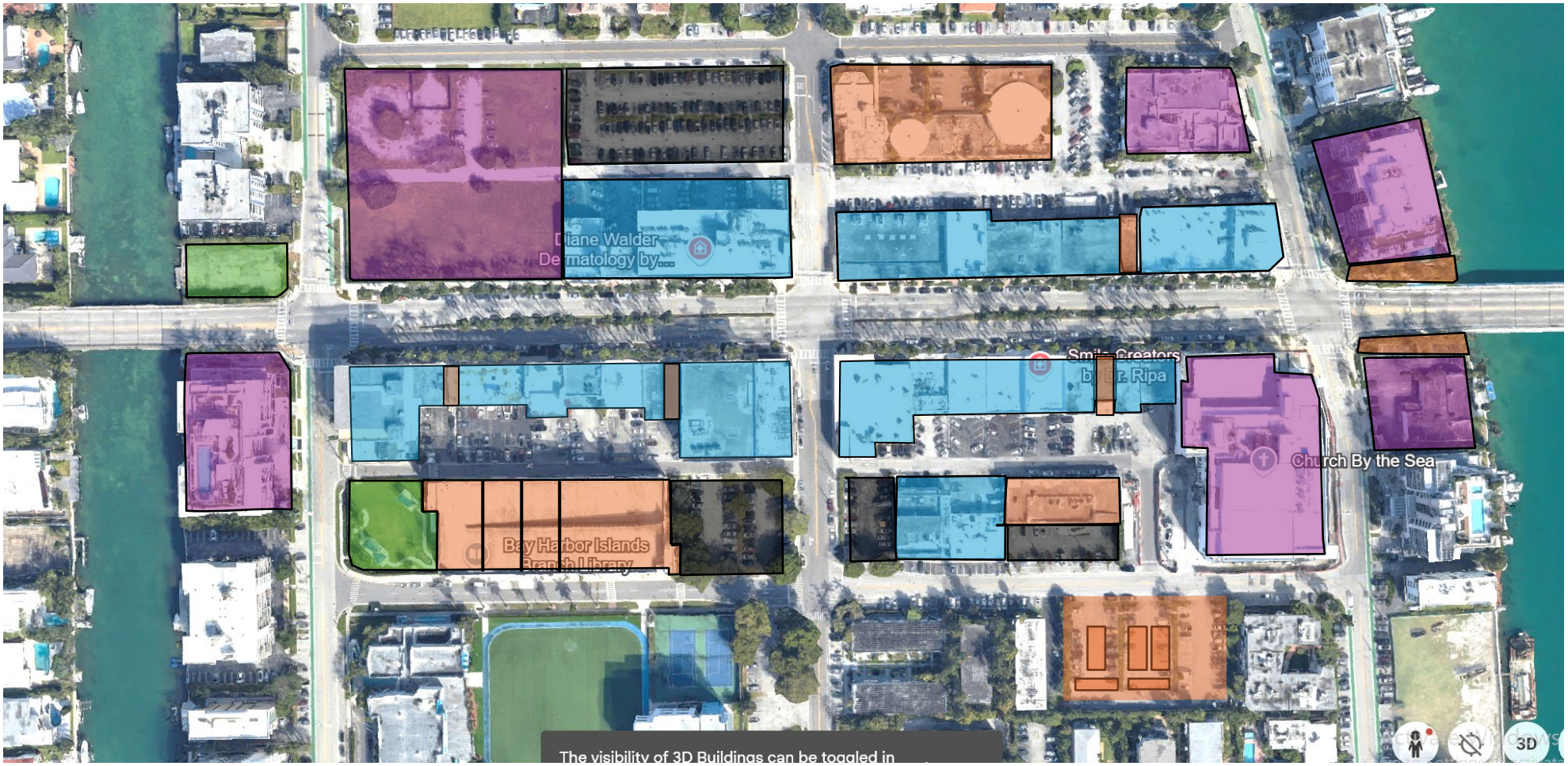


95TH/ STREET SURFACE PARKING SWAP FOR SAFE BUILDING

TRAILERS PARK - ADM OFFICES

TEMPORARY RELOCATION IN SAFE BUILDING FOR 2 YEARS UNTIL NEW FACILITY IS AVAILABLE

Documentation & Recommendations for Consideration



BHI SURFACE LAWN

EXISTING COMERICAL

RECENTLY COMPLETED STRUCTION WITH MIXED USE HOTEL/RESIDENTAL/CONDO/RESTAURANT/RETAIL/OFFICE

BHI PROPERTY

EXISTING SURFACE JPRIVATE PARKING LOT

PHASE 1 –

CONSTRUCT A NEW GATEWAY PARK WITH RESIDENTS ACCESS TO WATERWAY –

INCLUDE NEW SHADE SHELTER PAVILLON FOR EVENTS

PHASE 1 – SELL TOWN HALL PROPERTY –
CONSULTANT TO STUDY VALUE – TO SELL WITHOUT – P3
BHI USE, TO PROVIDE PARKING 30-50% FOR COMM. USE IN THE BLOCK

To INCLUDE RETAIL AROUND FIRST FLOOR PERIMETER,
PARKING TRAFFIC STUDY for % of Parking for the Block

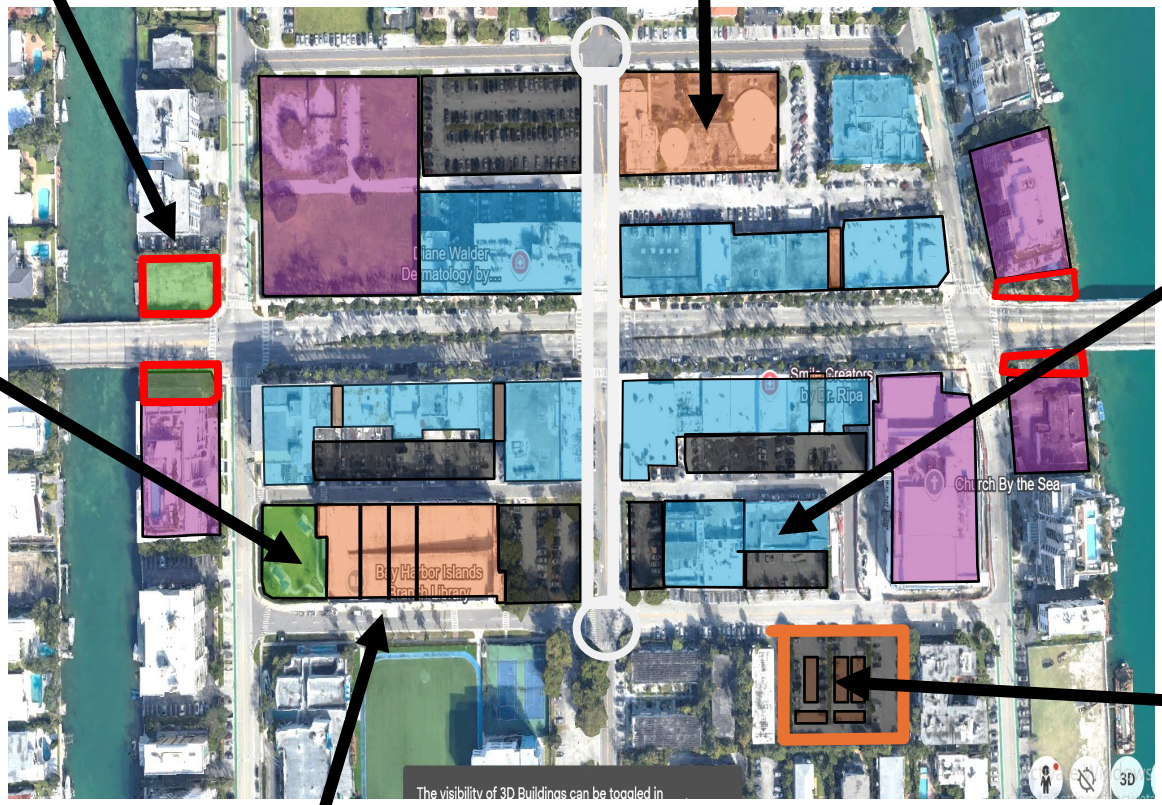
PHASE 1 –

NEW LOCATION FOR POLICE STATION TOWN HALL ADM OFFICES -

LAND NO COST – CURRENTLY NO REVENUE FOR THE TOWN. EXPENSE ONLY.

WE CAN START DESIGN IMMEDIATELY EXPECTED COMPLETION – 2 YEARS VS. LOCATION FORMER TOWN HALL AND RELYING ON P3 CONSTRUCTION TIMELINE, AND COORDINATION WITH BHI NEEDS.

P3 PROJECT WOULD BE 3-4 YEARS, PLUS 2 YEARS IN THE TRAILER, 6 YEARS IN TRAILER.



PHASE 1

CANCEL TRAILER RENTAL AGREEMENT OF $18,000 MONTH APPLY TO RENT AT CBTS –

FLOOD RATED PROPERTY WITH PARKING THIS WILL PROVIDE THE TOWN WITH SAFE BUILDING STANDARDS UNTIL NEW CONSTRUCTION IS COMPLETED.

APPLY THE $900,000 STATE FUNDS APPRORIATED FOR NEW POLICE STATION TO TEMP SAFE CONDITIONS UNTIL COMPLETION

PHASE 1

USE SURFACE PARKING FOR PARKING TRUST OBLIGATIONS FOR LA BAHIA AND OTHER VALET IN THE AREA AND / OR METERED PARKING

CHARGE WEEKLY FEES CONTRACTORS DURING THE DAYTIME HOURS ADDITONAL INCOME TO BHI

- **ALL TOWN SERVICES IN ONE CENTRAL LOCATION**
- COMMUNITY CENTER/ PARK/RECREATION
- EMERGENCY SERVICES
- EMPLOYEE PARKING – MONTHLY PARKING
- ROOF DECK DESIGN
- SCHOOL FIELD – EMERGENCY TRANSPORTATION

PHASE ONE - SHOW US THE MONEY

IMMEDIATE INCOME FROM SALE FORMER TOWN HALL PROPERTY

43,000 SQ. FT. FLOOR AREA

X 7 STORIES = 300,000 SF TOTALX $714 =

$21,420,000 MILLION

FOR TOWN'S IMMEDIATE USE

The value of commercial mixed-use space in the Miami Beach and Bal Harbour area can vary significantly based on location, size, and type of property. Here are some recent examples and market insights:

1.Recent Sales:

1. **1330 West Ave, Miami Beach:** Sold for **$780,000** (about **$633/sf**) for a 1,232 sq ft retail space on September 22, 2023.
2. **919 Collins Ave, Miami Beach:** A larger property of **7,982 sq ft** (retail + apartments) sold for **$5,700,000** (approximately **$714/sf**) on September 21, 2023.

2.Current Listings:

2. **1417 Washington Ave, Miami Beach:** A mixed-use retail building listed for **$3,500,000** with an area of **6,261 sq ft**. The rental rate is **$3.43/sf**. The property is zoned CD-2, allowing for commercial and office uses with a height limit of 50 feet.

3.Market Trends:

3. The mixed-use space market in this area remains competitive, particularly due to high demand for retail and residential combinations. Factors such as foot traffic, proximity to attractions, and overall economic conditions influence property values

STATE FUNDS FOR NEW POLICE FACILITY TO MEET CURRENT SAFETY STANDARDS

$ 900,000

$40,000 X 12 MONTHS =
$480,000 YEAR LEAST TO THE CHURCH

LESS TRAILER RENTAL AGREEMENT INCLUDING TOWN HALL ADM OFFICES $18,000 X 12 MONTHS= **$216,000**

$264,400 A YEAR X 2 YEARS =

$528,000 TOTAL RENT

FOR A SAFE/CODE COMPLIANT
2 YEAR TEMP POLICE & ADM FACILITY

$372,000 REMAINING TO APPLY TOWARDS

DESIGN AND CONSTRUCTION DOCUMENTS FOR NEW POLICE FACILITY AND TOWN ADMISTRATION BUILDING

PHASE 1 PLANNING -
$300,000 DESIGN CONSULTING & PROJECT MANAGEMENT

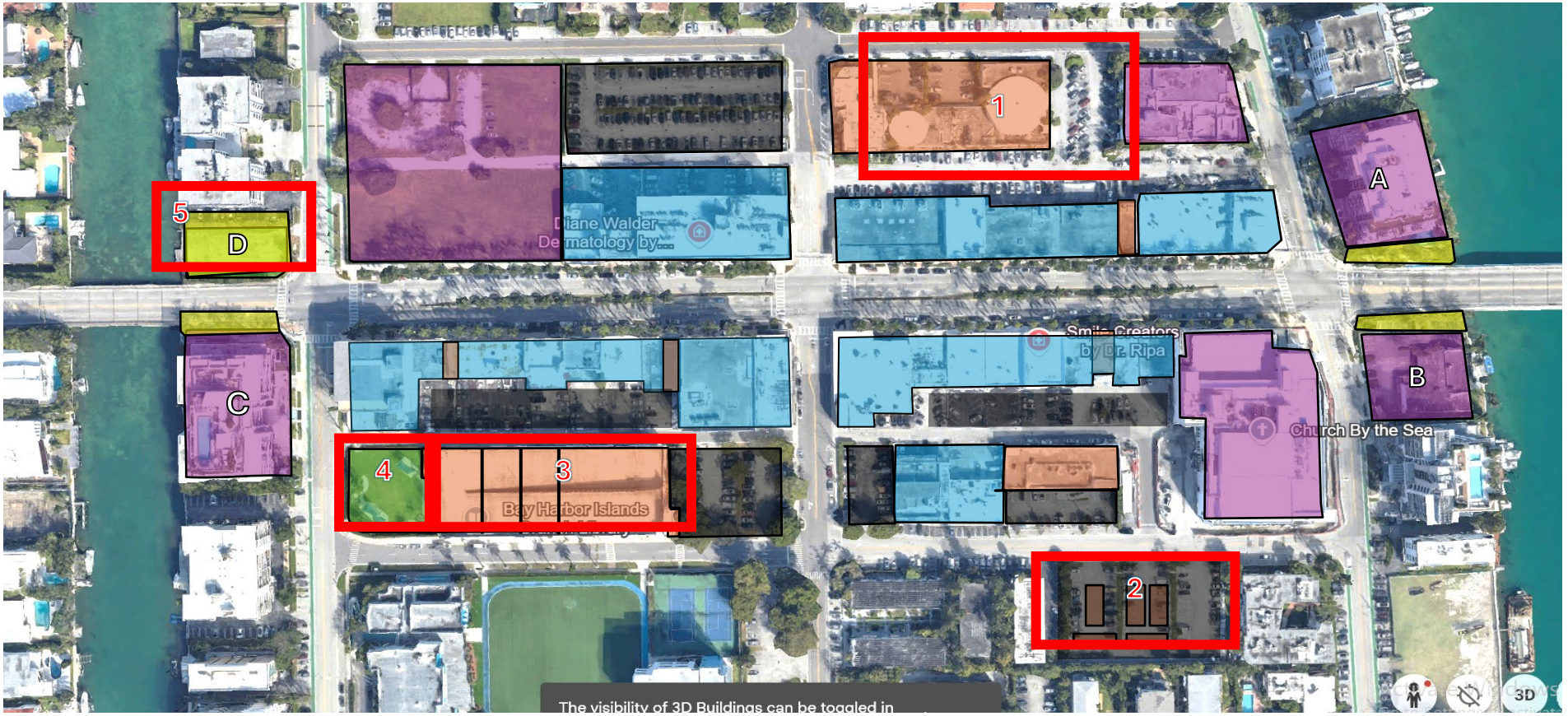
PHASE 2 –
CONSTRUCTING PLANS AND BIDDING FOR NEW FACILITY

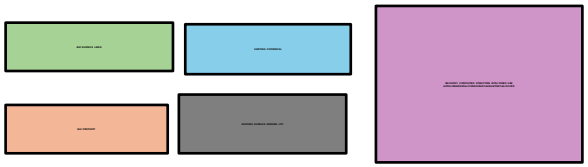
GATEWAY PROPERTIES TO PROVIDE PUBLIC ACCESS TO THE WATER

A-B-C-D

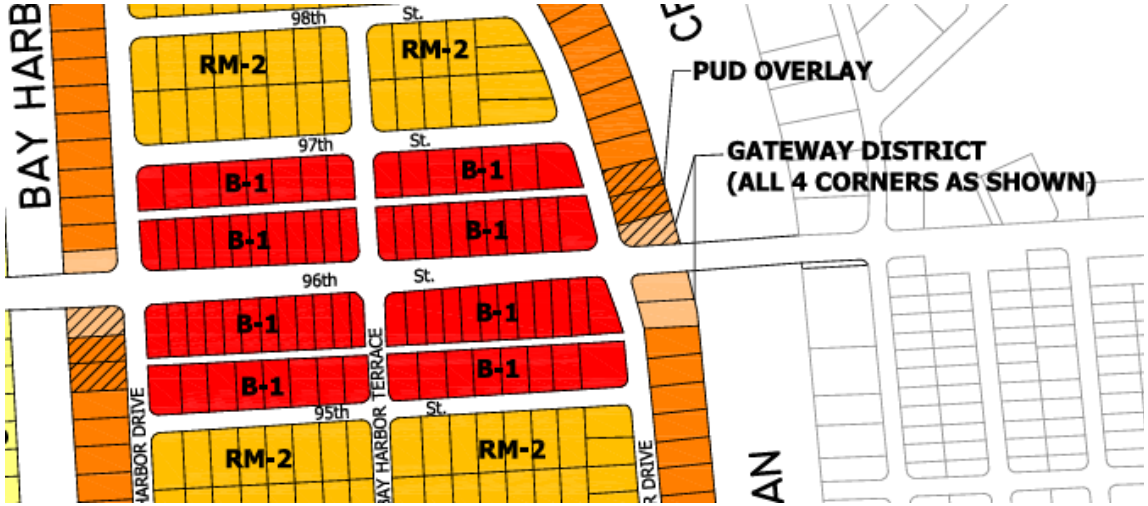
TOWN OWNED PROPERTY MARKET VALUE$

1-2-3-4-5





Sec. 23-21. - Gateway (G) zoning district.



Purpose and intent. **The purpose and intent of the Gateway (G) district is to create a set of design standards for the properties at the entrances to the eastern island of the town that are to scale with the established and desired urban form and compatible with the town's desire to have a substantial and elegant pedestrian promenade along the Kane Concourse roadway frontage; to establish a living and working environment that are responsive to the needs of the town's inhabitants; to provide flexibility in planning, design and development; to encourage innovative approaches to the design of the properties; to provide efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in construction and development technology; and to promote the public health, safety and general welfare of the town.**

Key Characteristics of a Gateway Zone:

•Mixed-Use Development:

•These districts promote a variety of land uses, including residential (often multi-family), commercial (retail, restaurants, etc.), and potentially other uses like offices or entertainment venues.

•Pedestrian Orientation:

•A key focus is on creating a walkable environment with pedestrian-friendly streets, sidewalks, and public spaces.

•Attractive Streetscape:

•Emphasis is placed on creating a visually appealing environment with landscaping, building design that enhances the streetscape, and opportunities for public gathering.

•Gateway Designation:

•These zones often serve as a transition point or entrance to a larger area, like a downtown or a specific neighborhood, and aim to create a positive first impression.

•Land Use Regulations:

•Specific regulations within the zone dictate things like building heights, setbacks, lot coverage, and permitted uses to ensure the desired character is achieved.

•Integration with Surrounding Areas:

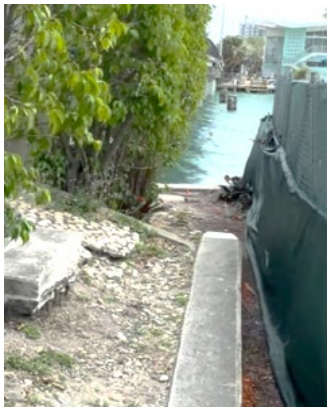
•The design and development within a Gateway zone often considers how it connects with and relates to surrounding neighborhoods.

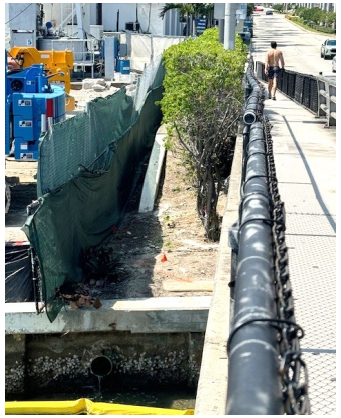
•Multiple Modes of Transportation:

•These zones often accommodate different modes of transportation, including pedestrian, bicycle, public transit, and vehicles.

•Economic Development:

•The mixed-use nature of the zone can create opportunities for local businesses, employment, and overall economic growth

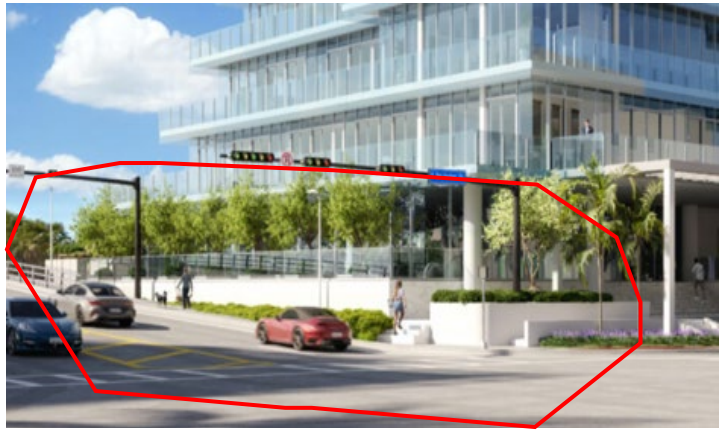




Photos are take from the future gateway property, that is not being protected from the construction site? Very dangerous to walk over bridge.

How long do we live with these conditions? What are the town plans for this area and a gateway property?

What is the town doing to protect the structural integrity of the town's seawall. Why is the construction site seawall code compliant?



A "Gateway" zoning district

.
(f)
Pedestrian promenade. The town desires to continue the established pedestrian promenade along Kane Concourse between East Bay Harbor Drive and West Bay Harbor Drive on the Gateway properties to the adjoining waterways. A minimum ten-foot wide waterway access and landscape buffer shall be provided adjoining the Kane Concourse right-of-way. A minimum eight-foot wide pedestrian walkway shall be constructed within the corridor from the adjoining roadways to the seawall and shall connect to the sidewalks along the bridges together with such landscaping deemed compatible and consistent with the overall Kane Concourse promenade appearance. These provisions may be modified as provided for in subsection (e) above.
(g)
Public hearing procedure. At the public hearing, the applicant shall have the burden of proof in demonstrating how the proposed application complies with the purpose and intent of the Gateway zoning district code provisions. In determining whether to grant approval of the application with or without appropriate and necessary conditions and safeguards, the town council shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:
(1)
Whether the site development plan design complies with at least the minimum standards contained herein;
(2)
Whether the application will have a favorable effect on the economy of the town;
(3)
Whether the application will generate or result in excessive noise or traffic congestion;
(4)
Whether the application will cause an undue or excessive burden on public facilities, including potable water, sanitary sewer, solid waste disposal, community recreation, transportation facilities or other such public facilities which have been constructed or which are planned and budgeted for construction;
(5)
Whether the application will cause excessive overcrowding or concentration of people or population;
(6)
Whether the application will be compatible with the surrounding area and its development in scale and appearance. The town shall base compatibility on the existing scale of adjoining development and the allowable scale under the applicable zoning district; and
(7)
Whether the application is a reasonable use of property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.
The town council shall have full authority to approve, approve with modifications, or deny a site development plan application based upon its determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare. Likewise, the Town Council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any development application.

other lots referenced in subsection (b) above. Those uses listed in section 23-4 of the Town Code.
(d)
Town approval. The property shall be planned and developed according to detailed plans including site plans, floor plans, phasing plans and elevations showing all proposed development on the property as approved by the town council.
(e)
Building setbacks, building height and maximum density.
(1)
Kane Concourse. All properties shall have a building setback of not less than 20 feet from the Kane Concourse right-of-way line. In addition, for any structure over 25 feet in height, the setback shall be increased one foot for each two feet of building height for that portion of the building over 25 feet in height. A pedestal underground parking structure with no more than five feet of the structure above grade (not including an inclined bridge) but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback, but in no case less than (15) feet from the Kane Concourse right-of-way.

Notwithstanding the above provision, a pedestal parking structure may be constructed within the above setback area to the Kane Concourse right-of-way line for Lot 1 in Block 1 and Lot 37 in Block 4 adjoining the bridge rising eastward towards and across the Indian Creek Waterway, provided that any such development shall provide for a continuous pedestrian environment at least 30 feet in width, including the sidewalk on the bridge, and continuing flush into the adjoining property appearing as a continuous plaza on the roof of a parking garage and tapered to be not visible toward East Bay Harbor Drive, except as otherwise allowed below.

The area must appear as a common open plaza with both visual and physical access to the waterway as approved by the town. Also, notwithstanding the above provision, a ground level restaurant may extend an enclosed air-conditioned building area closer toward Kane Concourse, but it shall not extend farther than ten feet from the Kane Concourse right-of-way line. Any such ground level restaurant building extension may have a solid covered roof, but the exterior facade shall be primarily transparent (fixed or retractable glass/other clear weather barrier). An indemnification and hold-harmless agreement shall be required for any such extension in a form acceptable to the town attorney.
(2)

A pedestal underground parking structure with no more than five feet of the structure above grade but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback but in no case less than 15 feet from the adjoining roadway.

To accommodate the need to provide access from East Bay Harbor Drive to the top of any parking structure as the bridge rises toward the Indian Creek waterway, stairs, ramps, lifts and/or supportive walls shall be permitted within the 15-foot setback area specified herein, provided they are located within 25 feet of the Kane Concourse right-of-way and provided the design and appearance are approved by the town during the site plan approval process. Notwithstanding the above, an extended structure covering a drop-off/lobby area may be permitted if approved as part of the site plan.
(3)

GATEWAY ZONING DISTRICT

92TH PARK, DOG PARK
STREET SURFACE PARKING & SIDEWALK DESIGN
93RD STREET FLASH FLOODING

Documentation & Recommendations for Consideration

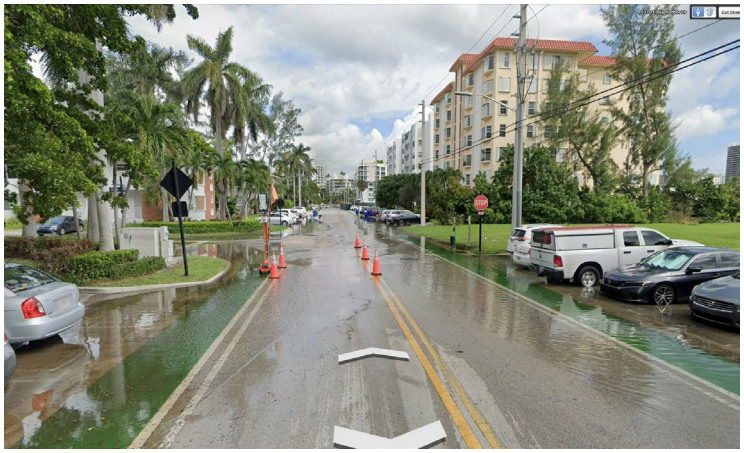
DEWATERING BINS

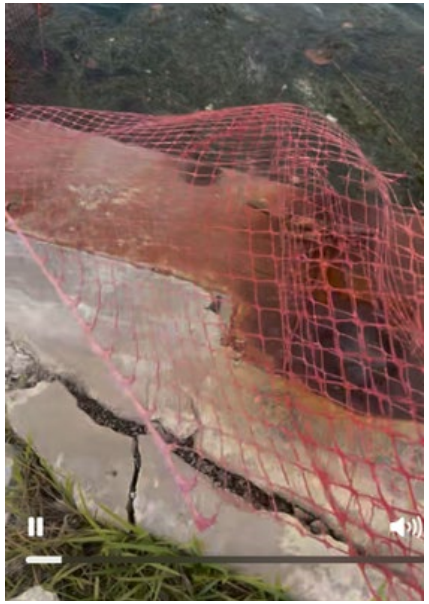
UCC Dewatering Bins remove water from conveying material and allow for storage of material for up to several days before unloading.

CONSTRUCTION THROUGH OUT TOWN HAS DAMAGEd OUR STREETS AND MAY CAUSE POTENTIAL DAMAGE TO PROPERTY DURING A STORM. How do we hold developer responsible for damage they have caused?.

Crane's falling, dewatering bins overflowing. Stormwater drains clogged with construction debris, broken pavers and curbs because of heavy equipment, falling live electrical wires, rusted manholes, damaged landscaping, evacuating exposing neighbors' soil and foundations. Using our street for staging and deliveries blocks traffic and contaminates our environment.

ARE OUR STREETS SAFE?
WHO WILL INSPECT AND REPORT ON DAMAGE BEFORE, DURING & AFTER A STORM?

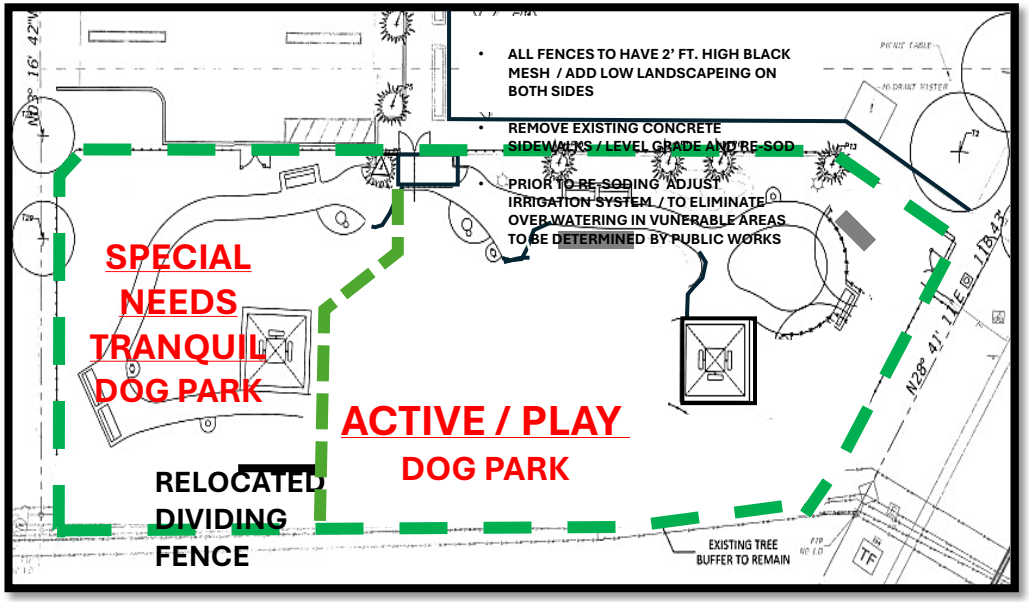




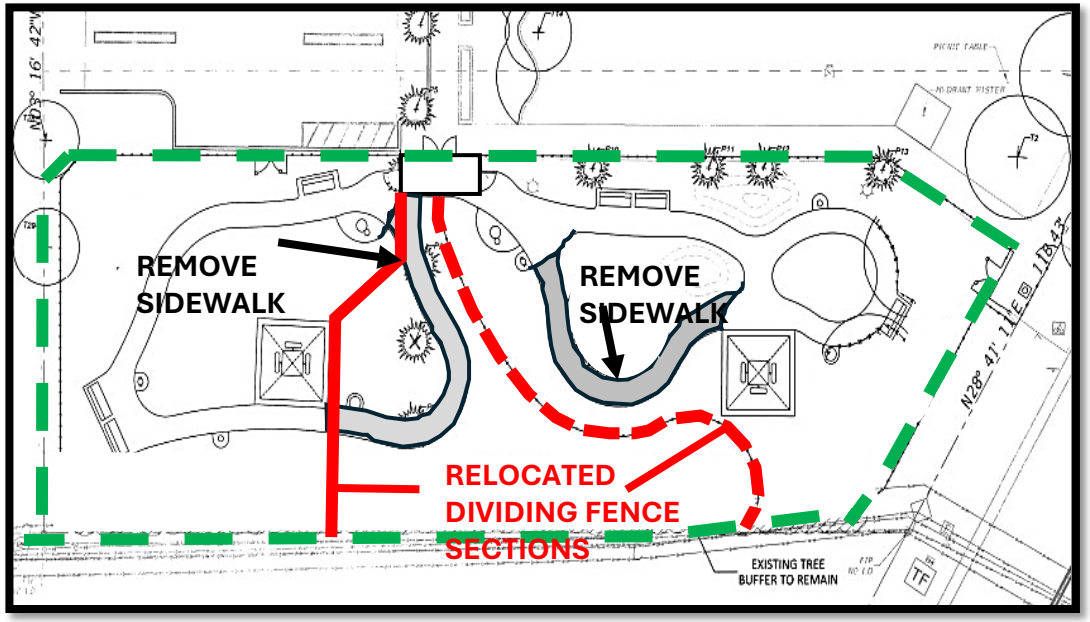
<u>93rd street & EBHD conditions</u> – flash flooding area on street
Code violation on Seawall conditions, make matter worse for a storm in this area

WORK TO BE COMPLETED AT 92ND ST. DOG PARK

- ALL FENCES TO HAVE 2’ FT. HIGH BLACK MESH
- ADD LOW LANDSCAPEING ON BOTH SIDES
- REMOVE EXISTING CONCRETE SIDEWALKS
- LEVEL GRADE AND RE-SOD
- PRIOR TO RE-SODING ADJUST IRRIGATION SYSTEM
- TO ELIMINATE OVER WATERING IN VUNERABLE AREAS TO BE DETERMINED BY PUBLIC WORKS

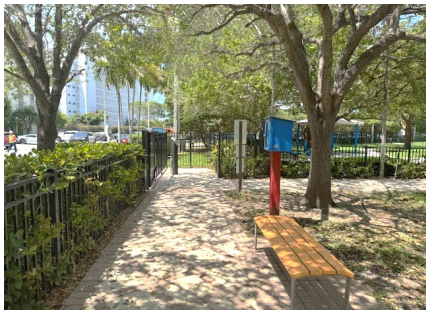


Proposed Revision - 92nd Street Dog Park

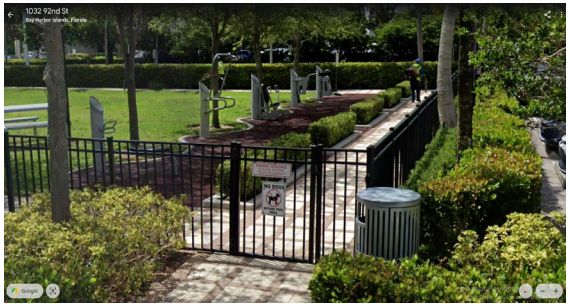


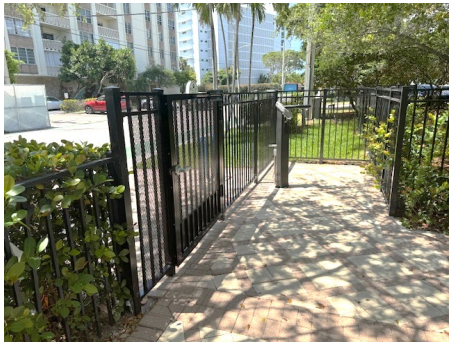
DEMO PLAN - 92nd Street Dog Park

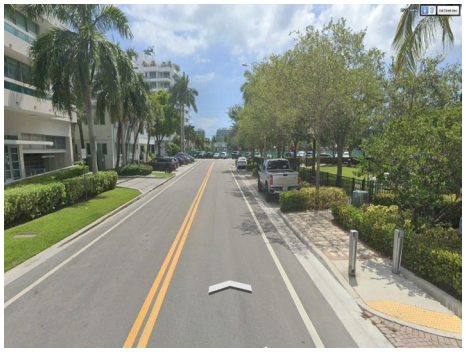
REMOVE PERIMETER FENCING

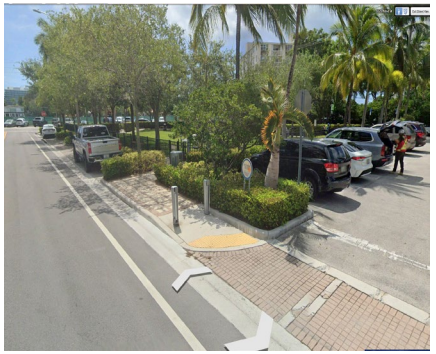


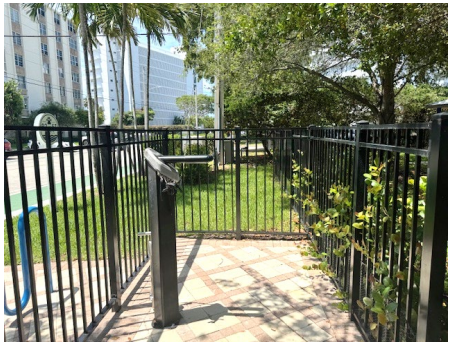
92ND EBHD



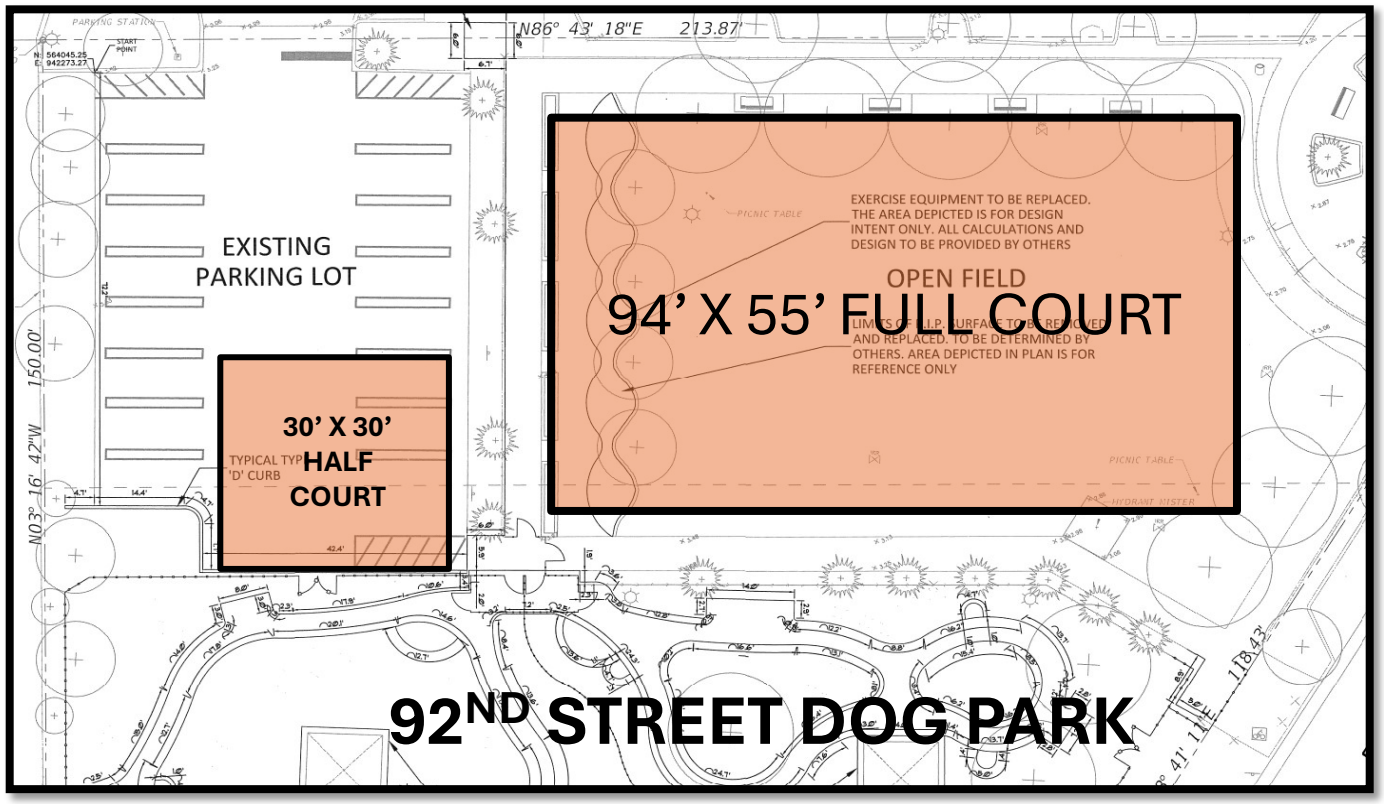




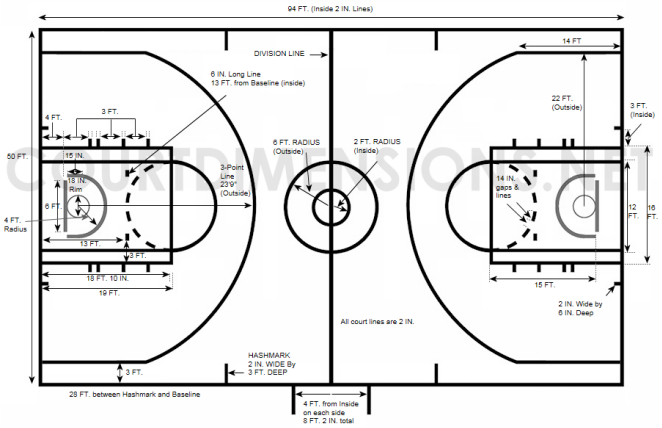




92 ND STREET



20' x 25' Basketball Court Quick Ship - DunkStar DIY Basketball...



BASKETBALL COURT AT 92ND STREET PARK

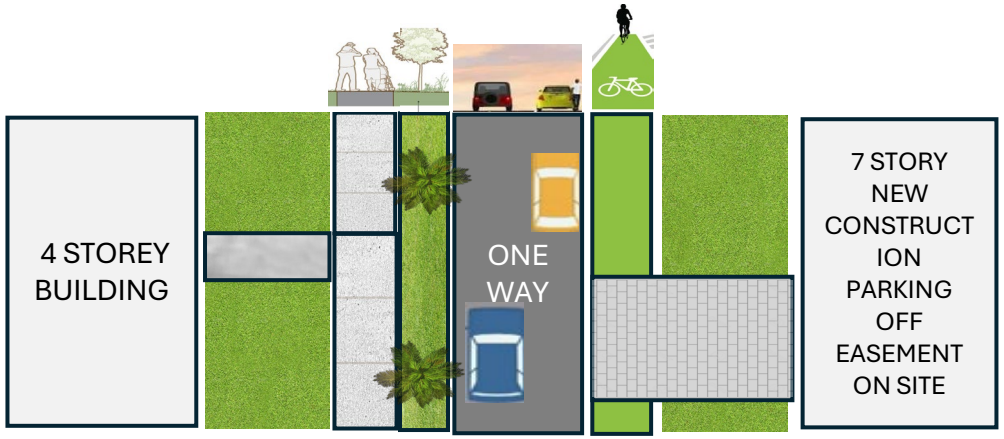
WHERE AND WHY?WHEN A COURT IS 2 BLOCKS AWAY AT THE SCHOOL?

DON’T TAKE AWAY THIS SIDE OF THE EAST ISLANDS ONLY GREEN SPACE!!!

RECOMMENDED STUDY FOR SIDEWALK REPAIR & NEW CONCEPT PLAN

INSIDE LANE – PEDESTRIAN, PETS, WITH LANDSCAPING FOR SHADE

OUTSIDE LANE – BIKES, SCOOTERS, MOPEDS, (MOTOR, 2 WHEELS)



ONE WAY DIRECTION CAN PROVIDE MORE PARKING AND SPACE TO ADD LANDSCAPING BETWEEN PEDESTRIAN SIDEWALK AND STREET

WHAT HAPPENS TO THE BIKE LANE?

- Do we lose the landscaped median in the middle in order to add a bike lane?
- When should be plan this during construction?
- How do you cross West Broadview Drive to the park?
- What is the elevation at this intersection?
- What speed is predicted with slope doubled?
- How will the bridge affect the current tot lot?

HOW WILL WE DESIGN OUR SIDE WALKS TO CONNECT TO THE BRIDGE BIKE & PEDESTRIAN PATH FOR THE NEW BRIDGE

AGENDA ITEM REPORT
August 13, 2025

ITEM NUMBER: 21.

ITEM: Discussion regarding construction site obligations involving cranes and heavy equipment during emergency hurricane situations and evacuation. Sponsored by Council Member Teri D'Amico

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Deputy Town Manager

ATTACHMENTS
None